

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: SEPTEMBER 5, 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: September 5, 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/88346629842?pwd=ITBuLwYasO4okP5EH3Cr9XzQKMqhfM.1>

Meeting ID: 883 4662 9842

Passcode: 119716

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

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

Find your local number: <https://pgusd.zoom.us/j/88346629842?pwd=ITBuLwYasO4okP5EH3Cr9XzQKMqhfM.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:

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- 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, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code, § 54956.9, subd. (d)(1) – One Case – OAH Case No. 2024080815

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, Buck Roggeman 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)]

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4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code, § 54956.9, subd. (d)(1) – One Case – OAH Case No. 2024080815

B. Pledge of Allegiance

C. PGHS – California Art Education Association (CAEA) Recognition – Mr. Matt Kelly

D. CHS – Western Association of Schools and Colleges (WASC) Accreditation Presentation

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 July 9, 2024 Board Meeting **9**
 Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.

B. Minutes of July 23, 2024 Special Board Meeting **16**
 Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.

C. Minutes of August 8, 2024 Board Meeting **20**

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Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.

- D. Minutes of August 15, 2024 Special Board Meeting 27
 Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- E. Cash Receipts Report #2 31
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve Cash Receipts Report #2.
- F. Warrant Schedule 670 34
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve Warrant Schedule 670.
- G. Personnel Report 36
 Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the Personnel Report.
- H. Acceptance of Donations 40
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the donations.
- I. Out of County/Overnight Activities 41
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Out of County and/or Overnight Activities.
- J. Williams/Valenzuela Uniform Complaint Report 57
 Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the information in the quarterly Williams/Valenzuela Uniform Complaint Report, per Ed. Code. 35186 (d).
- K. Contract for Services with Ingham Law Corp. 59
 Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the Contract for Services with Ingham Law Corporation.
- L. PGMS – Contract for Services with Santa Cruz Office of Education 69
 Recommendation: (Sean Roach, Principal) The District Administration recommends that the Board review and approve the Contract for Services with Santa Cruz Office of Education at Camp Koinonia for attendance at the Outdoor Science School.
- M. PGMS – Contract for Services with Peninsula Sports, Inc. (2024-25 School Year) 75
 Recommendation: (Sean Roach, Principal) The District Administration recommends that the Board review and approve the Contract for Services with Peninsula Sports, Inc. to provide scheduling of referees.

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- N. PGMS – Contract for Services with Premier Studios of California (2024-25 School Year) **81**
Recommendation: (Sean Roach, Principal) The District Administration recommends that the Board review and approve the Contract for Services with Premier Studios of California to provide photography services.
- O. PGHS – Economics Honors One-Semester Course **87**
Recommendation: (Sean Keller, Assistant Principal) The District Administration recommends that the Board review and approve the Economics Honors One-Semester Course.
- P. PGHS – Contract for Services with Jose Del Rio (2024-25 School Year) **94**
Recommendation: (Greg O’Meara, Principal) The District Administration recommends that the Board review and approve the Contract for Services with Jose Del Rio.
- Q. Contract for Services with Play-Well TEKologies (2024-25 School Year) **100**
Recommendation: (Dr. Larry Haggquist, Executive Director of Educational Services) The District Administration recommends that the review and approve the Contract for Services with Play-Well TEKologies for Elementary After School Enrichment (ASE) Program STEM LEGO class.
- R. MOU – Contract for Services with MCOE for Transportation for Foster Children & Youth**107**
Recommendation: (Yolanda Cork-Anthony, Executive Director of Student Services) The District Administration recommends that the Board review and approve the Contract for Services with MCOE for Transportation for Foster Children and Youth.
- S. Contract for Services with Positive Behavior Supports (PBS) Corp. (2024-25 School Year)**143**
Recommendation: (Yolanda Cork-Anthony, Executive Director of Student Services) The District Administration recommends that the Board review and approve the Contract for Services with Positive Behavior Supports (PBS) Corporation.
- T. Ratification – Out of County/Overnight Activities **188**
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and ratify the Out of County and/or Overnight Activities.
- U. Contract for Services with GrayStep/ASB Works **193**
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Contract for Services with GrayStep/ASB Works.
- V. Contract for Services with Eide Bailly LLP **199**
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the renewal Contract for Services with the audit firm Eide Bailly LLP.
- W. Board Policy Updates – June 2024 – Second Reading **213**

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Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the Board Policy, Administrative Regulation, and Board Bylaw updates recently reviewed by the Board Policy Committee on July 16, 2024.

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

VII. PUBLIC HEARING

Public Hearing: Resolution No. 1139 Regarding Sufficiency of Instructional Materials for Fiscal Year 2024-25 **217**

The Governing Board shall hold a public hearing or hearings at which the Governing Board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board. [EC60119(a)(1)]

Open Public Hearing: _____ Close Public Hearing: _____

VIII. ACTION/DISCUSSION

A. Adoption: Resolution No. 1139 Regarding Sufficiency of Instructional Materials for Fiscal Year 2024-25 **223**

Recommendation: (Dr. Larry Haggquist, Executive Director of Educational Services) The District Administration recommends that the Board adopt Resolution No. 1139 regarding Sufficiency of Instructional Materials for Fiscal Year 2024-25.

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

B. Reclassification – Personnel Specialist to a Confidential Administrative Assistant to the Chief Human Resources Officer **229**

Recommendation: (Joshua Jorn, Assistant Superintendent; Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the proposed Reclassification of Personnel Specialist to a Confidential Administrative Assistant to the Chief Human Resources Officer.

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

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C. MOU with CSEA – Reclassification – Administrative Assistant V to Administrative Specialist for MOT **233**

Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the MOU with the California School Employees Association 229 for the Reclassification of Administrative Assistant V to Administrative Specialist for Maintenance, Operation, Transportation, and Facilities.

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

D. MOU with CSEA – Reclassification – Transportation Foreman to Transportation Specialist **238**

Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the MOU with the California School Employees Association 229 for the Reclassification of Transportation Foreman to Transportation Specialist.

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

E. Proposed Board Calendar **244**

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: _____

IX. INFORMATION/DISCUSSION

A. Solicitation of Funds Report (2023-24 School Year) **249**

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review the Solicitation of Funds Report.

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

B. 2024 Summer School Summary Report **254**

Recommendation: (Linda Williams, Summer School Principal) The District Administration recommends that the Board review the 2024 Summer School Summary Report.

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

C. 2024 PGUSD Facility Needs Assessment Presentation – EHA/MGT **269**

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review the 2024 PGUSD Facility Needs Assessment as presented by staff and EHA/MGT.

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

D. Curriculum Planning & Mapping **414**

Recommendation: (Dr. Larry Haggquist, Executive Director of Educational Services) The District Administration recommends that the Board hear a brief report related to Curriculum Planning and Mapping that is in process in Educational Services.

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

E. Future Agenda Items

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

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

X. ADJOURNMENT

Next special Board Meeting: September 12, 2024

Next regular Board Meeting: October 3, 2024

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

SUBJECT: Minutes of July 9, 2024 Board Meeting

DATE: September 5, 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: JULY 9, 2024**

YouTube: <https://youtu.be/s6iSGosEvQQ?si=d8LKUG46BdGAwo2n>

District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

Mission Statement

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

I. OPENING BUSINESS

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

B. Land Acknowledgement

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

C. Roll Call

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

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

Trustee(s) Absent: *N/A*

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

Board Recorder: Lucero Villegas

Student Representative: *N/A*

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: **JM** Second: **EH** Vote: **5 – 0 Motion CARRIED**

II. CLOSED SESSION

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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REGULAR MEETING MINUTES: JULY 9, 2024

YouTube: <https://youtu.be/s6iSGosEvQQ?si=d8LKUG46BdGAwo2n>

➤ [YouTube 1:40](#)

A. Identify Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2024-2025 [Government Code § 3549.1 (d)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2024-2025 [Government Code § 3549.1 (d)]
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

- a. N/A

C. Adjourn to Closed Session

- a. N/A

III. RECONVENE IN OPEN SESSION – 6:31 PM

➤ [YouTube 2:25](#)

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)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2024-2025 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
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 – *Trustee Jennifer McNary*

IV. COMMUNICATIONS

➤ [YouTube 3:28](#)

- A. Written Communications
- B. Board Member Comments

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YouTube: <https://youtu.be/s6iSGosEvQQ?si=d8LKUG46BdGAwo2n>

- C. Superintendent Report
- D. Safety Report

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

➤ [YouTube 12:06](#)

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. Two (2) public comment received virtually
- B. PGUSD Staff Comments (Non-Agenda Items)
 - a. Anna Darnell – RHD 2nd Grade Teacher
 - b. Megan Roach – RHD Occupational Therapist
 - c. Erica Chavez – RHD TK Teacher

VI. CONSENT AGENDA

➤ [YouTube 24:12](#)

*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
- B. Acceptance of Donations – Item Pulled
- C. Monterey Bay Charter School Lease Agreement 2024-25 Amendment to Revision #19
- D. PGMS Memorandum of Understanding (MOU) – Harmony at Home, HAH (2024-25 School Year) – Item Pulled
- E. PGCHS Contract for Services with MEarth (2024-25 School Year)

- Public Comment: N/A
- Board Discussion: N/A
- **Move: JM Second: EH Vote: 5 – 0 Motion **CARRIED with exception of Items B & D****

VII. ACTION/DISCUSSION

➤ [YouTube 26:16](#)

- AA. CONSENT Item B

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 YouTube: <https://youtu.be/s6iSGosEvQQ?si=d8LKUG46BdGAwo2n>

\$500 Donation from Pacific Grove Recreational Soccer Group

- **Move: EH Second: LO Vote: 5 – 0 Motion **CARRIED with Amendment****

AAA. CONSENT Item D

Principal Sean Roach discussed MOU

- **Move: JM Second: EH Vote: 5 – 0 Motion **CARRIED****

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

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed item(s)
- **Move: LO Second: JM Vote: 5 – 0 Motion **CARRIED****

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

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed item(s)
 - [Dale Scott Q & A](#)
- **Move: LO Second: BS Vote: 5 – 0 Motion **CARRIED****
- **BS: Aye EH: Aye LO: Aye CS: Aye JM: Aye**

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

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed item(s)
- **Move: JM Second: LO Vote: 5 – 0 Motion **CARRIED****

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

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed item(s)
- **Move: BS Second: JM Vote: 5 – 0 Motion **CARRIED****

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

- Public Comment: N/A

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YouTube: <https://youtu.be/s6iSGosEvQQ?si=d8LKUG46BdGAwo2n>

- Board Discussion:
 - Trustees discussed item(s)
 - **Move: EH Second: JM Vote: 5 – 0 Motion CARRIED**
- F. Updated Job Description – Administrative Assistant to the Assistant Superintendent of Business Services
- Public Comment: N/A
 - Board Discussion: N/A
 - **Move: BS Second: EH Vote: 5 – 0 Motion CARRIED**
- G. 2024-25 Classified and Certificated Management Salary Schedule Revision
- Public Comment: N/A
 - Board Discussion: N/A
 - **Move: BS Second: JM Vote: 5 – 0 Motion CARRIED**
- H. 2024-25 Confidential Salary Schedule Revision
- Public Comment: N/A
 - Board Discussion: N/A
 - **Move: BS Second: JM Vote: 5 – 0 Motion CARRIED**
- I. Approval of Employment Contracts for Appointments to the Chief Human Resources Officer and the Executive Director of Educational Services
- Public Comment:
 - One (1) public comment received in person
 - One (1) public comment received virtually
 - Board Discussion:
 - Trustees discussed item(s)
 - **Move: BS Second: EH Vote: 5 – 0 Motion CARRIED**
- J. Approval of Resolution No. 1135 – Education Protection Account (FY 2024-25)
- Public Comment: N/A
 - Board Discussion: N/A
 - **Move: JM Second: EH Vote: 5 – 0 Motion CARRIED**
 - **BS: Aye EH: Aye LO: Aye CS: Aye JM: Aye**
- K. Proposed Board Calendar
- Public Comment: N/A
 - Board Discussion:
 - Trustees discussed item(s)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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REGULAR MEETING MINUTES: JULY 9, 2024

YouTube: <https://youtu.be/s6iSGosEvQQ?si=d8LKUG46BdGAwo2n>

○ *No Changes to the Proposed Board Calendar*

- **Move: N/A Second: N/A Vote: N/A**

VIII. INFORMATION/DISCUSSION

➤ [YouTube 2:11:55](#)

A. Future Agenda Items

- Public Comment: N/A
- Board Comment:
 - Trustees discussed item(s)
- **Direction: The Board Instructed Superintendent on Future Agenda Items.**

IX. ADJOURNMENT

Adjourned – 8:52 PM

Next special Board Meeting: July 23, 2024

Next regular Board Meeting: August 8, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

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

SUBJECT: Minutes of July 23, 2024 Special Board Meeting

DATE: September 5, 2024

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

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

FISCAL IMPACT:

N/A

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

SPECIAL MEETING MINUTES: JULY 23, 2024

YouTube: <https://youtu.be/wU7wcZh8H6g?si=rI2EGJ9-Ds2ZbojB>

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 – 5:33 PM by Clerk 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: President Brian Swanson (BS)
Clerk Dr. Elliott Hazen (EH)
Trustee Jennifer McNary (JM)
Trustee Laura Ottmar (LO)

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

Trustee(s) Absent: Trustee Carolyn Swanson (CS)

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: **JM Second: LO Vote: 3 – 0 Motion CARRIED**

II. CLOSED SESSION

➤ [YouTube 1:56](#)

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

SPECIAL MEETING MINUTES: JULY 23, 2024

YouTube: <https://youtu.be/wU7wcZh8H6g?si=rI2EGJ9-Ds2ZbojB>

A. Identify Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2024-2025 [Government Code § 3549.1 (d)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2024-2025 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. Introduction to Principal Emily Tsai-Brownfield

B. Public Comment on Closed Session Topics

- a. N/A

C. Adjourn to Closed Session

- a. N/A

III. RECONVENE IN OPEN SESSION – 5:45 PM

➤ [YouTube 2:55](#)

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)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2024-2025 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
4. Meet Principal Emily Tsai-Brownfield

B. Pledge of Allegiance – *President Brian Swanson*

IV. CONSENT AGENDA

➤ [YouTube 4:08](#)

A. Approval of Principal Contract – RHD

- Public Comment:
 - One (1) public comment received in person – Principal Emily Tsai-Brownfield
- Board Discussion:
 - Trustees discussed item(s)
- **Move: EH Second: LO Vote: 3 – 0 Motion CARRIED**

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: JULY 23, 2024

YouTube: <https://youtu.be/wU7wcZh8H6g?si=rI2EGJ9-Ds2ZbojB>

V. ADJOURNMENT

Adjourned – 6:30 PM

Next regular Board Meeting: August 8, 2024

Next special Board Meeting: August 15, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

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

SUBJECT: Minutes of August 8, 2024 Board Meeting

DATE: September 5, 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.
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FISCAL IMPACT:

N/A

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: AUGUST 8, 2024**

YouTube: <https://youtu.be/N9UIYIY6BNk?si=q3puGZjuKI041iSk>

District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

Mission Statement

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

I. OPENING BUSINESS

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

B. Land Acknowledgement

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

C. Roll Call

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

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

Trustee(s) Absent: *N/A*

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

Board Recorder: Lucero Villegas

Student Representative: William Powley (SR)

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

D. Adoption of Agenda

Consent: Four Walk-On Items

- ❖ Public Comment: *N/A*
- ❖ Board Discussion:
 - Trustees discussed item(s)
- ❖ **Move: LO Second: EH Vote: 5 – 0 Motion **CARRIED****

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: AUGUST 8, 2024**
YouTube: <https://youtu.be/N9UIYIY6BNk?si=q3puGZjuKI041iSk>

II. CLOSED SESSION

➤ [YouTube 6:52](#)

A. Identify Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2024-2025 [Government Code § 3549.1 (d)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2024-2025 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code, § 54956.9, subd. (d)(1) – One Case – OAH Case No. 2024050519 – UPDATE

B. Public Comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION – 6:32 PM

➤ [YouTube 7:43](#)

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)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2024-2025 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code, § 54956.9, subd. (d)(1) – One Case – OAH Case No. 2024050519 – UPDATE

B. Pledge of Allegiance – *Superintendent Dr. Linda Adamson*

C. Presentation of new Student Board Representative, William Powley

IV. COMMUNICATIONS

➤ [YouTube 17:33](#)

- A. Written Communications
- B. Board Member Comments

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: AUGUST 8, 2024**
YouTube: <https://youtu.be/N9UIYIY6BNk?si=q3puGZjuKI041iSk>

- C. [Superintendent Report](#)
- D. Safety Update

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- [YouTube 55:32](#)

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. Two (2) public comments received in person
 - b. One (1) public comment received virtually
- B. PGUSD Staff Comments (Non-Agenda Items)
 - a. N/A

VI. CONSENT AGENDA

- [YouTube 1:05:10](#)

*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. [Cash Receipts Report #1](#)
- B. [Warrant Schedule 667](#)
- C. [Warrant Schedule 668](#)
- D. [Warrant Schedule 669](#)
- E. [Personnel Report](#)
- F. [Acceptance of Donations](#)
- G. [Revolving Cash Report #1](#)
- H. [Consolidated Application for Federal Funding, Part 1 \(2024-25 Fiscal Year\)](#)
- I. [PGHS – Alternative Bell Schedules \(2024-25 School Year\)](#)
- J. [Ratification – Contract for Services with Amergis](#)
- K. [PGMS – Contract for Services with Tacos Don Beto \(2024-25 School Year\)](#)
- L. [Memorandum of Understanding \(MOU\) with University of Southern California](#)
- M. [Memorandum of Understanding \(MOU\) with Western Governors University](#)
- N. [Walk-On: Contract for Services with Kona Ice](#)
- O. [Walk-On: Contract for Services with Tacos Don Beto](#)
- P. [Walk-On: Contract for Services with Bratwurst USA](#)
- Q. [Walk-On: MOU with North Coast School of Education](#)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: AUGUST 8, 2024**
YouTube: <https://youtu.be/N9UIYIY6BNk?si=q3puGZjuKI041iSk>

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

VII. ACTION/DISCUSSION

➤ [YouTube 1:06:48](#)

A. Contract for Services with M.C. Kimball Inc. (2024-25 School Year)

- ❖ Public Comment: N/A
- ❖ Board Discussion:
 - Trustees discussed item(s)
- ❖ **Move: JM Second: CS Vote: 5 – 0 Motion CARRIED**

B. Resolution No. 1137 – Establish a Student Activity Special Revenue Fund 08

- ❖ Public Comment: N/A
- ❖ Board Discussion:
 - Trustees discussed item(s)
- ❖ **Move: BS Second: JM Vote: 5 – 0 Motion CARRIED**
- ❖ **BS: Aye EH: Aye LO: Aye CS: Aye JM: Aye**

C. Proposed Board Calendar (2024-25 School Year)

- ❖ Public Comment: N/A
- ❖ Board Discussion:
 - Trustees discussed item(s)
- ❖ **Move: EH Second: JM Vote: 5 – 0 Motion CARRIED**

VIII. INFORMATION/DISCUSSION

➤ [YouTube 1:16:47](#)

A. Presentation – Current Practices and Policies Related to Cell Phone Usage Among Students While on School Campus

- Public Comment: N/A
- Board Comment:
 - Trustees discussed item(s)
- **Direction: The Board is to explore community input, other districts' policies, and continue the conversation in the future.**

B. Presentation – Summer Projects Slide (2024)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: AUGUST 8, 2024
 YouTube: <https://youtu.be/N9UIYIY6BNk?si=q3puGZjuKI041iSk>

- Public Comment:
 - One (1) public comment received in person
- Board Comment:
 - Trustees discussed item(s)
- **Direction: N/A**
- [YouTube 2:24:17](#)

Move Item E after Item B (Information/Discussion)

❖ **Move: BS Second: LO Vote: 5 – 0 Motion CARRIED**

E. Citizens Bond Oversight Committee Report

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

C. Review of 2023-24 Actual & Preview of 2024-25 Estimated Property Tax Revenues (2024-25 Fiscal Year)

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

D. Review of District Enrollment for the First Day of School & Overall Projections (2024-25 School Year)

- Public Comment:
 - One (1) public comment received in person
- Board Comment:
 - Trustees discussed item(s)
- **Direction: N/A**

F. Review of Legal Fees

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

G. CSBA Board Policy Updates – June 2024

- Public Comment: N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: AUGUST 8, 2024
YouTube: <https://youtu.be/N9UIYIY6BNk?si=q3puGZjuKI041iSk>

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

H. Future Agenda Items

- Public Comment: N/A
- Board Comment:
 - Trustees discussed item(s)
- **Direction:** District office staff to draft Cell Phone AR/Policy

IX. ADJOURNMENT

Adjourned – 9:43 PM

Next special Board Meeting: August 15, 2025

Next regular Board Meeting: September 5, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

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

SUBJECT: Minutes of August 15, 2024 Special Board Meeting

DATE: September 5, 2024

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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FISCAL IMPACT:

N/A

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: AUGUST 15, 2024**
YouTube: <https://youtu.be/I8oNkYMM6fw?si=gJybYb2bk6RjRfJ>

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

B. Land Acknowledgement

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

C. Roll Call

Trustee(s) Present: President Brian Swanson (BS)
Trustee Jennifer McNary (JM)
Trustee Laura Ottmar (LO)

Trustee(s) Virtual at Alternate Location: Clerk Dr. Elliott Hazen (EH)

Trustee(s) Absent: Trustee Carolyn Swanson (CS)

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:
- Board Discussion:
- Move: **JM** Second: **EH** Vote: **5 – 0 Motion CARRIED**

II. CLOSED SESSION

➤ [YouTube 3:49](#)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: AUGUST 15, 2024**
YouTube: <https://youtu.be/I8oNkYMM6fw?si=gJybYb2bk6RjRfJ>

A. Identify Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2024-2025 [Government Code § 3549.1 (d)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2024-2025 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code, § 54956.9, subd. (d)(1) – One Case – OAH Case No. 2024050519 – UPDATE

B. Public Comment on Closed Session Topics

- a. N/A

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION – 6:18 PM

- [YouTube 4:26](#)

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)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2024-2025 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code, § 54956.9, subd. (d)(1) – One Case – OAH Case No. 2024050519 – UPDATE

B. Pledge of Allegiance – *Trustee Laura Ottmar*

IV. CONSENT AGENDA

- [YouTube 5:15](#)

- A. Contract for Services with Tacos Don Beto (PGHS)
- B. Contract for Services with Kona Ice of Monterey and Salinas (PGHS)
 - Public Comment: N/A
 - Board Discussion: N/A
 - **Move: LO Second: JM Vote: 5 – 0 Motion CARRIED**

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: AUGUST 15, 2024**
YouTube: <https://youtu.be/I8oNkYMM6fw?si=gJybYb2bk6RjRfJ>

V. ACTION/DISCUSSION

➤ [YouTube 6:50](#)

A. Proposed Board Calendar (2024-25 School Year)

- Public Comment:
 - One (1) public comment received in person
- Board Discussion:
- **Move: BS Second: JM Vote: 5 – 0 Motion **CARRIED (Changes Accepted)****

VI. INFORMATION/DISCUSSION

➤ [YouTube 9:50](#)

A. Board Governance Training and Board Goals Review

- Public Comment:
 - One (1) public comment received in person
- Board Discussion:
 - Trustees discussed item(s)
- **Direction: Document edits given to Superintendent**

VII. ADJOURNMENT

Adjourned – 8:58 PM

Next regular Board Meeting: September 5, 2024

Next special Board Meeting: September 12, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

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

SUBJECT: Cash Receipts Report #2

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Cash Receipts #2.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of July 30, 2024 to August 26, 2024.

INFORMATION:

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

PGUSD
2024-25 BOARD REPORT # 2 Cash Receipts

July 30, 2024 - August 26, 2024

Date	Num	Name	Account	Amount
Jul 30 - Aug 26, 24				
07/30/2024	22542	ADULT EDUCATION	ADULT EDUCATION	660.00
07/30/2024	22543	RETIREE INSURANCE	RETIREE INSURANCE	153.49
07/30/2024	22544	RETIREE INSURANCE	RETIREE INSURANCE	968.33
07/31/2024	22545	RETIREE INSURANCE	RETIREE INSURANCE	385.00
08/01/2024	22546	Transportation	BUS PASS	100.00
08/01/2024	22547	RETIREE INSURANCE	RETIREE INSURANCE	10,680.00
08/05/2024	22548	CAFETERIA	REBATE	242.81
08/05/2024	22549	PGHS	TEXTBOOK FEES	10.00
08/05/2024	22550	RETIREE INSURANCE	RETIREE INSURANCE	2,209.00
08/05/2024	22551	CAFETERIA	BANK FEE	-79.99
08/06/2024	22552	Transportation	BUS PASS	100.00
08/06/2024	22553	MISC	MISC	15,000.00
08/06/2024	22554	STATE OF CALIFORNIA	MEDI-CAL	208.49
08/06/2024	22555	RETIREE INSURANCE	RETIREE INSURANCE	245.00
08/06/2024	22556	PG PRIDE	GRANTS	6,338.00
08/06/2024	22557	Chapman Foundation	GRANT	15,000.00
08/06/2024	22558	Chapman Foundation	GRANT	30,000.00
08/06/2024	22559	Chapman Foundation	GRANT	25,000.00
08/06/2024	22560	ADULT EDUCATION	ADULT EDUCATION	32,480.92
08/06/2024	22561	ADULT EDUCATION	ADULT EDUCATION	4,070.92
08/06/2024	22562	ADULT EDUCATION	ADULT EDUCATION	211.19
08/06/2024	22563	Transportation	BUS PASS	150.00
08/07/2024	22564	BASRP-RD	BASRP	1,404.00
08/07/2024	22565	CDE	ADULT EDUCATION	560.00
08/09/2024	22566	MONTEREY BAY CHARTER SCHOOL	RENT	23,423.40
08/09/2024	22567	MONTEREY BAY CHARTER SCHOOL	UTILITIES	13,588.88
08/09/2024	22568	Chapman Foundation	GRANT	10,000.00
08/09/2024	22569	RETIREE INSURANCE	RETIREE INSURANCE	100.00
08/09/2024	22570	Transportation	BUS PASS	280.00
08/12/2024	22571	COMM FDN FOR MTY CO	MISC	1,000.00
08/12/2024	22572	STATE OF CALIFORNIA	MEDI-CAL	6,711.97
08/12/2024	22573	RETIREE INSURANCE	RETIREE INSURANCE	1,848.22
08/13/2024	22574	Transportation	BUS PASS	110.00
08/13/2024	22575	RETIREE INSURANCE	RETIREE INSURANCE	354.00
08/13/2024	22576	Transportation	BUS PASS	150.00
08/14/2024	22577	PGHS	CTE Donations	465.00
08/14/2024	22578	PGHS	DONATION	30.31
08/15/2024	22579	Developer Fees	Developer Fees	3,932.59
08/15/2024	22580	RETIREE INSURANCE	RETIREE INSURANCE	2,836.00
08/16/2024	22581	BASRP-RD	BASRP	11,409.54
08/16/2024	22582	BASRP-FG	BASRP	7,112.60
08/16/2024	22583	BASRP-RD	BASRP	20,890.89
08/16/2024	22584	BASRP-FG	BASRP	12,394.35
08/16/2024	22585	BASRP-RD	BASRP	17,594.73
08/16/2024	22586	BASRP-FG	BASRP	10,996.83
08/16/2024	22587	BASRP-RD	BASRP	5,977.18
08/16/2024	22588	BASRP-FG	BASRP	2,868.47
08/16/2024	22589	ADULT EDUCATION	ADULT EDUCATION	661.00
08/16/2024	22590	Developer Fees	Developer Fees	3,872.33
08/19/2024	22591	Transportation	BUS PASS	100.00
08/19/2024	22592	Transportation	BUS PASS	150.00
08/19/2024	22593	Transportation	BUS PASS	10.00
08/19/2024	22594	STATE OF CALIFORNIA	MEDI-CAL	240.56
08/19/2024	22595	Santa Cruz Office of Education	SMAA	8,105.32
08/19/2024	22596	STATE OF CALIFORNIA	GRANT	179,633.99
08/19/2024	22597	Robert Down Elementary	Birthday Books	1,490.00
08/20/2024	22598	Transportation	BUS PASS	300.00
08/20/2024	22599	HUMAN RESOURCES	Fingerprint Fees	2,577.00
08/22/2024	22600	Transportation	BUS PASS	310.00
08/22/2024	22601	MISC	REFUND	5,466.00
08/22/2024	22602	MISC	REFUND	17.65

Date	Num	Name	Account	Amount
08/26/2024	22603	EMPLOYEE	Benefits	454.00
08/26/2024	22604	RETIREE INSURANCE	RETIREE INSURANCE	354.00
08/26/2024	22605	ADULT EDUCATION	ADULT EDUCATION	1,654.00
08/26/2024	22606	STATE OF CALIFORNIA	MEDI-CAL	1,011.60
08/26/2024	22607	COMM FDN FOR MTY CO	MISC	11,000.00
08/26/2024	22608	RETIREE INSURANCE	RETIREE INSURANCE	1,651.22
08/26/2024	22609	US BANK	TRAN INTEREST	0.92
Jul 30 - Aug 26, 24				519,231.71

- | | |
|---|---|
| <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: Warrant Schedule 670

DATE: September 05, 2024

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Warrant schedule 670.

The attached listing of warrants identifies payments made by the District during the noted time period from July 01, 2024 through July 31, 2024.

INFORMATION:

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item(s) purchased, the correctness of the amount to be paid, and the funds were available within the appropriate budget. All necessary site, department, and district authorizations have been obtained.

Please note a full copy of the warrants are available by request.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

670

July 2024

WARRANTS - PAYROLL

Certificated	Manual	07/05/24	\$	-
	Supp	07/10/24	\$	161,954.71
	Manual	07/15/24	\$	3,089.80
	Regular	07/31/24	\$	224,214.95
<u>Total Certificated</u>			<u>\$</u>	<u>389,259.46</u>
Classified	Manual	07/05/24	\$	-
	Supp	07/10/24	\$	178,183.25
	Manual	07/15/24	\$	100,128.67
	ETC	-		
	Regular	07/31/24	\$	502,973.97
<u>Total Classified</u>			<u>\$</u>	<u>781,285.89</u>
Other	Manual	07/05/24	\$	-
	Supp	07/10/24	\$	-
	Manual	07/15/24	\$	-
	Regular	07/31/24	\$	-
<u>Total Other</u>			<u>\$</u>	<u>-</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>1,170,545.35</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
1285284-12852978	0-0	07/02/24	\$	119,931.43
12854425-12854468	04600000675-04600000680	07/11/24	\$	431,399.92
12855831-12855862	04600000665-04600000666	07/18/24	\$	220,686.70
12856681-12856695	04600000681-04600000683	07/23/24	\$	145,370.75
<u>TOTAL ACCOUNTS PAYABLE</u>			<u>\$</u>	<u>917,388.80</u>

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

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

SUBJECT: Personnel Report

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Buck Roggeman, Chief Human Resources Officer

RECOMMENDATION:

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

BACKGROUND:

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

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

INFORMATION:

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

FISCAL IMPACT:

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CERTIFICATED
September 5, 2024

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Weston, Zachary	CTE Teacher	0.4	HS	Prob 1	7/31/24
Wilson, Stephanie	Elementary Teacher	1.0	RHD	Temp	8/1/24-5/30/25
Alvarez, Stephanie	Sped Teacher	0.2	HS	Perm	24/25 only
D'Amico, Joey	Math Teacher	0.2	HS	Perm	24/25 only
Erickson, Imogen	CTE Teacher	0.2	HS	Perm	24/25 only
Gamble, Brice	Social Science Teacher	0.2	HS	Perm	24/25 only
Hankes, Natasha	Science Teacher	0.2	HS	Perm	24/25 only
Kelly, Matthew	CTE Teacher	0.2	HS	Perm	24/25 only
Peiffer Gaona, Lauralea	Social Science Teacher	0.2	HS	Perm	24/25 only
Portela, Madelyn	Science Teacher	0.2	HS	Perm	24/25 only
Rubin, Isaac	Math Teacher	0.2	HS	Perm	24/25 only
Pettas, Dessie	PE Teacher	0.2	MS	Perm	24/25 only
Mountain, Kyle	AVID Teacher	0.2	MS	Perm	24/25 only
Masar, Jared	Music Teacher	0.2	MS	Perm	24/25 only
McCormick, Kathleen	Substitute Teacher	Various	District	On Call	8/14/24
Chen, Wei	Substitute Teacher	Various	District	On Call	8/19/24
Kane-Carpenter, Elizabeth	Substitute Teacher	Various	District	On Call	8/19/24
Montgomery, Natalie	Long Term Substitute Teacher	1.0	FGE	Temp	8/29/24-12/20/24

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Whitman, Katie	Speech language Pathologist	1.0	District	Prob	9/6/24

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CLASSIFIED
September 5, 2024

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
White, Zachary	IT Tech	1.0	HS	Prob	8/6/24
Mohanid, Adam	Paraprofessional	0.8125	Itinerant	Prob	8/12/24
Rodriguez, Daniel	Classified Sub	Various	District	On Call	8/12/24
Saldana, Ashlyn	Paraprofessional	0.8125	Itinerant	Prob	9/3/24
Vantran, Hanyssa Frenzca	Paraprofessional	0.8125	MS	Prob	8/6/2024
Hesse, Rosemary	Instructional Assistant State Preschool	0.75	State Preschool	Prob	8/14/2024
Ellis, Abigail	Instructional Assistant	0.5	RHD	Prob	8/7/2024
Ellis, Abigail	Noon Duty	0.125	RHD	Prob	8/6/2024
Garry, Jody	Freshman Volleyball	Seasonal	HS	Walk On	8/2/2024
Dreisbach, John	Girls Soccer Coach	Seasonal	MS	Walk On	8/2/2024
Hiserman, John	Girls Basketball	Seasonal	MS	Walk On	8/2/2024
Randall, Nate	Boys Basketball 6th & 8th	Seasonal	MS	Walk On	8/2/2024
Lake, Ray	Boys Volleyball Coach	Seasonal	MS	Walk On	8/15/2024
Webb, Scott	Boys Volleyball Coach	Seasonal	MS	Walk On	8/21/2024
Rooney, Kaitlin	JV Water Polo Coach	Seasonal	HS	Walk On	8/2/2024
D'Angelo, Clancy	Girls Tennis Coach	Seasonal	HS	Walk On	8/15/2024
Miller, Andrew	Girls Tennis Coach	Seasonal	HS	Walk On	8/15/2024
Pickrom, Marquis	Crossing Guard	0.125	HS	Prob	8/12/2024
Grindlay, Lauren	Instructional Assistant	0.6875	RHD	Prob	
Ochoa, Juan	Utility/Bus Driver	1.0	MOT	Prob	9/4/24
Thibault, Jessica	Assistant Cross Country Coach	Seasonal	PGHS	Walk On	8/15/24
Rosa, Brandon	Noon Duty	0.125	PGMS	Perm	8/6/24
Dawson, Maria	ASE Instructor	Various	RHD	Walk On	9/9/24
Peelo, David	ASE Instructor	Various	RHD	Walk On	9/9/24
Marticorena, Edwin	ASE Instructor	Various	FGE	Walk On	9/9/24
Bixby Hemmingway, Laura	ASE Instructor	Various	FGE	Walk On	9/9/24
Pedersen, Bree	ASE Instructor	Various	FGE	Walk On	9/9/24

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Poet, Katie	Instructional Assistant / Noon Duty	0.625	FGE	Perm	9/30/24
Rodriguez, Alyssa	Payroll/Benefits Specialist	1.0	DO	Perm	9/1/24

TRANSFERS

Name	Position	FTE	Site	Status	Effective Dates
Adams, Carly	From Admin. Assist. to the Assist Supt. to Fiscal Officer	1.0	DO	Perm	9/1/24
De La Cruz, Oscar	From PM Custodian II to AM Custodian II	1.0	ADE	Perm	8/19/24

- 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: September 5, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

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

INFORMATION:

During the past months the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

None

Pacific Grove High School

Ohio pyle	\$31.31 (Unspecified)
William Brosseau	\$200 (CTE-Art)
Kari Serpa	\$200 (CTE Art)
Elisabeth Murikison	\$25 (CTE Art)
Kayron Abidini	\$40 (CTE Art)
Michelle Eggenberger	2 Guitars & 1 Amp (Music Program)
Monterey Choral Foundation	\$5000 (Saturday Choir)
Brian Appold	Helmet Caps, Protective Gear (Football)
Melissa Paddock	\$1000 (Boys Waterpolo)
Luis De la Garza	\$125 (Boys Waterpolo)
Jay Hall	\$300 (JV Football)
Carolee Gearhart	Gear/Equipment (Football)
Jared Turner	\$300 (Girls Waterpolo)
Summer Wright	\$200 (Girls Waterpolo)
PG Pony	\$1000 (Softball)

Pacific Grove Community High School

None

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

Friends of Co-Op Preschool	\$300 Morning Dual Language Supplies
	\$300 Afternoon Dual Language Supplies
	\$300 Morning Lighthouse Supplies
	\$300 Afternoon Lighthouse Supplies

Pacific Grove Unified School District

None

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

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

SUBJECT: Out of County or Overnight Activities

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2024-25 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
9/6/24-9/7/24	Hollister High School Aptos, CA	PGHS Waterpolo Team Waterpolo Tournament	District Van	\$ -	na
9/13/24-9/14/24	Arroyo Grande Arroyo Grande, CA	PGHS Waterpolo Team Waterpolo Tournament	District Van	\$ 425.00	ASB Athletics
9/20/2024	Harbor High School Santa Cruz, CA	PGHS Waterpolo Team Waterpolo Tournament	Auto	\$ 400.00	ASB Athletics
9/20/24-9/21/24	Watsonville High School Watsonville, CA	PGHS Waterpolo Team Waterpolo Tournament	District Van	\$ 400.00	ASB Athletics
9/21/2024	Gilroy High School Gilroy, CA	PGHS Volleyball Team Volleyball Tournament	Auto	\$ 400.00	ASB Athletics
9/27/2024	Morro Bay High School Morro Bay, CA	PGHS Waterpolo Team Waterpolo Tournament	Auto	\$ 450.00	ASB Athletics
10/11/24-10/12/24	Harbor High School Santa Cruz, CA	PGHS Volleyball Team Volleyball Game	Auto	\$ 400.00	ASB Athletics
10/25/24-10/26/24	Willow Glen High School San Jose, CA	PGHS Waterpolo Team Waterpolo Tournament	Auto	\$ 450.00	ASB Athletics
10/26/2024	Justin Garza High School Fresno, CA	PGHS Dance Team CheerPros Dance Competition	Auto	\$ 385.00	ASB Dance
11/1/24-11/3/24	Culinary Institute of America St. Helena	PGHS Culinary Team ProStart Annual Boot Camp	District Van	\$ 2,250.58	CTEIG & Team Fundraiser
4/12/25-4/18/25	Various Canada	PGHS Choir Performance Tour to Canada	Air	\$ 3,400.00	Choir Account

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 9/6/24 and 9/7/24 Day of Activity: Friday and Saturday

Activity Name/ Location: V/JV Girls Water Polo Tourney Address: 1220 Monterey Street

City: Hollister County: San Benito

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

School Departure Time: 10 a.m. Pickup Time from Place of Activity: 6 p.m.

Name(s) of Employee(s) Accompanying Students: Greg Enterline

Number of Adults: 6 Number of Students: 22
(Total Chaperones)

Description of Activity/ Educational Objective: Girls Water Polo Tournament

List All Stops: Hollister High School

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

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: GE (Teacher/ Coach/Advisors Initials)
Brent Jones, Natalie Montgomery, Summer Wright, Siobhan Maguire

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

Requested By: Greg Enterline Greg Enterline Date: 07/23/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 07/30/2024

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

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

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

Account Code: ^{na} _____

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: Sept 13-14, 2024 Day of Activity: Fri/Sat

Activity Name/ Location: Arroyo Grande JV Tourney Address: 495 Valley Rd

City: Arroyo Grande County: San Louis Obispo

School: Pacific Grove High School Teacher/ Class or Club: JV Girls Water Polo Grade: 9-12

School Departure Time: 10 a.m. Pickup Time from Place of Activity: 4 p.m.

Name(s) of Employee(s) Accompanying Students: Greg Enterline and Kaitin Rooney

Number of Adults: 6 Number of Students: 12
(Total Chaperones)

Description of Activity/ Educational Objective: JV Girls Water Polo Tournament

List All Stops: Arroyo Grande

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

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: GE (Teacher/ Coach/Advisors Initials)
Stephanie Pechan, Greg Enterline, Kaitin Rooney, Ms. Renee Chaney, Monica Browning

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

Requested By: Greg Enterline Greg Enterline Date: 08/13/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 08/15/2024

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

Cost of Activity: \$ 425.00 + Cost of Transportation: \$ _____ + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 425.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Girls Water Polo Team Acc

Account Code: Wells Fargo Athletic Department Fund - 1965169244/421

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 9/20/2024 Day of Activity: 9/21/2024

Activity Name/ Location: Harbor HS JV boys polo tourny Address: 300 La Fonda Ave

City: Santa Cruz, CA County: Santa Cruz

School: Pacific Grove High School Teacher/ Class or Club: JV Boys Water Polo Grade: 9-12

School Departure Time: 8 a.m. Pickup Time from Place of Activity: 5 p.m.

Name(s) of Employee(s) Accompanying Students: Brent Jones

Number of Adults: 3 Number of Students: 15
(Total Chaperones)

Description of Activity/ Educational Objective: Water Polo tournament

List All Stops: none

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

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: BJ (Teacher/ Coach/Advisors Initials)
Brent Jones, Alyssa Jones, Ann Greening

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

Requested By: Brent Jones Brent Jones Date: 05/29/2024
Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Greg O'Meara Date: 08/06/2024

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

Cost of Activity: \$ 400 + Cost of Transportation: \$ _____ + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 400.00

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

Account Code: Wells Fargo Athletic Department Fund 1965169244/420 Boys Water Polo

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 9/20/24 and 9/21/24 Day of Activity: Friday and Saturday

Activity Name/ Location: Watsonville High Address: 250 E. Beach Street

City: Watsonville County: Santa Cruz

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

School Departure Time: 11 a.m. Pickup Time from Place of Activity: 6 p.m.

Name(s) of Employee(s) Accompanying Students: Greg Enterline

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

Description of Activity/ Educational Objective: Girls Varsity Water Polo Tournament

List All Stops: None

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

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: GE (Teacher/Coach/Advisors Initials)
Brent Jones, Natalie Montgomery, Siobhan Maguire

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

Requested By: Greg Enterline Greg Enterline Date: 07/23/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 08/12/2024

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

Cost of Activity: \$ 400.00 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 400.00

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

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

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 9/21/24 Day of Activity: Saturday

Activity Name/ Location: Volleyball Tournament/Gilroy Address: 750 W 10th St

City: Gilroy County: Santa Clara

School: Pacific Grove High School Teacher/ Class or Club: Mountain/ Volleyball Grade: 10-12

School Departure Time: NA a.m. Pickup Time from Place of Activity: NA p.m.

Name(s) of Employee(s) Accompanying Students: Kyle Mountain, Ali Lyon

Number of Adults: 2 Number of Students: 14
(Total Chaperones)

Description of Activity/ Educational Objective: Volleyball Tournament

List All Stops: Gilroy High School

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

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: KM (Teacher/ Coach/Advisors Initials)
Kyle Mountain, Ali Lyon)

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

Requested By: Kyle Mountain Kyle Mountain Date: 08/07/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 08/12/2024

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

Cost of Activity: \$ 400 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 400.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Girls Volleyball team acc

Account Code: Wells Fargo Athletic Department Fund/1965169244/405 Girls Volleyball

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 9/27/2024 Day of Activity: 9/28/2024

Activity Name/ Location: Morro Bay JV boy polo tourny Address: 235 Atascadero Rd

City: Morro Bay, CA County: San Luis Obispo

School: Pacific Grove High School Teacher/ Class or Club: JV Boys water polo Grade: 9-12

School Departure Time: 8 a.m. Pickup Time from Place of Activity: 5 p.m.

Name(s) of Employee(s) Accompanying Students: Brent Jones

Number of Adults: 3 Number of Students: 15
(Total Chaperones)

Description of Activity/ Educational Objective: Morro Bay High School JV boys water polo tournament

List All Stops: Morro Bay, CA (overnight) Hotel info pending

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

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: BJ (Teacher/ Coach/Advisors Initials)
Brent Jones, Alyssa Jones, Ann Greening

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

Requested By: Brent Jones Brent Jones Date: 05/29/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M Garcia Date: 06/11/2024

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

Cost of Activity: \$ 450 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 450.00

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

Account Code: Wells Fargo Athletic Department Fund - 1965169244/420 Boys Water Polo

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 10/11-12/24 Day of Activity: Friday and Saturday

Activity Name/ Location: Volleyball Game/Harbor High Address: 300 La Fonda Ave

City: Santa Cruz County: Santa Cruz

School: Pacific Grove High School Teacher/ Class or Club: Mountain/Volleyball Grade: 10-12

School Departure Time: NA a.m. Pickup Time from Place of Activity: NA p.m.

Name(s) of Employee(s) Accompanying Students: Kyle Mountain, Ali Lyon

Number of Adults: 2 Number of Students: 13
(Total Chaperones)

Description of Activity/ Educational Objective: Volleyball Tournament

List All Stops: Harbor High School

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

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: KM (Teacher/ Coach/Advisors Initials)
Kyle Mountain, Ali Lyon)

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

Requested By: Kyle Mountain Kyle Mountain Date: 08/07/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 08/07/2024

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

Cost of Activity: \$ 400 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 400.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride () Other Girls Volleyball Team acc

Account Code: Wells Fargo Athletic Department Fund - 195169244/405

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 10/25-26, 2024 Day of Activity: Friday & Saturday

Activity Name/ Location: Willow Glen HS Address: 2001 Cottle Avenue

City: San Jose County: Santa Clara County

School: Pacific Grove High School Teacher/ Class or Club: Boys varsity water polo Grade: 9-12

School Departure Time: 10:00 a.m. Pickup Time from Place of Activity: 5:00 p.m.

Name(s) of Employee(s) Accompanying Students: Casey Lyon, Brent Jones

Number of Adults: 3 Number of Students: 14
(Total Chaperones)

Description of Activity/ Educational Objective: Silicon Valley Invitational Varsity water polo tournament

List All Stops: PGHS, Willow Glen HS

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

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: cl (Teacher/ Coach/Advisors Initials)
Casey Lyon, Jared Pechan, Stefanie Pechan

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

Requested By: casey lyon Casey Lyon Date: 08/16/2024
Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Greg O'Meara Date: 08/16/2024

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

Cost of Activity: \$ 450.00 + Cost of Transportation: \$ _____ + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 450.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (X) Other Boys Water Polo Account

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

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: October 26, 2024 Day of Activity: Saturday

Activity Name/ Location: CHEERPROS dance competition Address: 4100 N. Grantland Ave.

City: Fresno County: Fresno

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

School Departure Time: 6 a.m. Pickup Time from Place of Activity: 5 p.m.

Name(s) of Employee(s) Accompanying Students: Tatum Madrid

Number of Adults: 4 Number of Students: 11
(Total Chaperones)

Description of Activity/ Educational Objective: Central California HS Dance Championships

List All Stops: Justin Garza High School

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

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: TM (Teacher/ Coach/Advisors Initials)
Tatum Madrid, Kate Stevens, Michelle Evans

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

Requested By: Tatum Madrid Tatum Madrid Date: 08/26/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 08/26/2024

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

Cost of Activity: \$ 385 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 385.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Team Account

Account Code: Wells Fargo Athletic Department Fund - 11965169244/462

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 11/1-11/3/24 Day of Activity: F,S,S

Activity Name/ Location: ProStart Boot Camp (Annual) Address: Culinary Inst of America, Greystone Campus

City: St. Helena County: Napa

School: Pacific Grove High School Teacher/ Class or Club: PGHS Culinary Team Grade: 10-12

School Departure Time: 8:30 a.m. Pickup Time from Place of Activity: 7:00 p.m.

Name(s) of Employee(s) Accompanying Students: Imogen Erickson (Culinary Coach), Jeff Erickson (Management Coach)

Number of Adults: 2 Number of Students: 14
(Total Chaperones)

Description of Activity/ Educational Objective: This is the annual inaugural orientation for the State Competition

List All Stops: Courtyard Fairfield Napa, Stops for food, hoping to arrange a tour at Bouchon Bakery, CIA

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

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: IE _____ (Teacher/ Coach/Advisors Initials)
Imogen Erickson, Jeff Erickson

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

Requested By: Imogen Erickson Imogen Erickson Date: 07/31/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 08/01/2024

Substitute Required: Yes # of Days 1 Account Code (for sub): _____

Cost of Activity: \$ 1800.58 + Cost of Transportation: \$ 200.00 + Cost of Substitute: \$ 250.00 = Total Cost (Est): \$ 2,250.58

Funds to be charged for all activity expenses: () Students (x) Club () PG Pride (x) Other CTEIG & Team Fundraiser

Account Code: CTEIG 01-6387-0-3800-1000-5200-00-006-8500-0720 Travel & Conference

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: April 12-18, 2025 Day of Activity: Saturday through Friday

Activity Name/ Location: Performance Tour to Canada Address: Multiple

City: Multiple County: multiple

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

School Departure Time: 8:00 a.m. Pickup Time from Place of Activity: 10:00 p.m.

Name(s) of Employee(s) Accompanying Students: Michelle Boulware

Number of Adults: 3 Number of Students: 25
(Total Chaperones)

Description of Activity/ Educational Objective: To perform and learn in and about another culture

List All Stops: see attached proposed itinerary

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

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

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

Requested By: Michelle Boulware Michelle Boulware Date: 08/22/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 08/22/2024

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

Cost of Activity: \$ 3400 + Cost of Transportation: \$ _____ + Cost of Substitute: \$ _____ = Total Cost (Est): \$ _____

Funds to be charged for all activity expenses: (x) Students (x) Club (x) PG Pride () Other _____

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

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

APR 12-18, 2025

Group Leader
Michelle Boulware

Group Leader ID
322196



Trip to Canada

Pacific Grove and Salinas High School Choirs

INCLUDED FEATURES

- Round-Trip Airfare Booked on a Commercial Airline
- Superior 3-Star and Standard 4-Star Hotels, Double/Twin Occupancy with Private Bath
- All Sightseeing and Entrances as Listed in the Itinerary
- Arrangement of three recital concert performances.
- Basic Gratuities for Tour Manager and Bus Driver
- Direct Billing to Participants
- Local Guides Provided for City Sightseeing in all Major Cities
- Private Deluxe Air-Conditioned Motor Coach

TRIP ITINERARY

Depart From: San Francisco

7 Days | Overnights: Toronto (2), Ottawa (2), Montreal (2)

DAY 1, APR 12, 2025: TORONTO

Arrive in Toronto today. Check into your hotel and enjoy free time before dinner at the Hard Rock Cafe. (D)

DAY 2, APR 13, 2025: TORONTO

Toronto, Canada's largest city, is a vibrant metropolis known for its diverse culture, stunning skyline, and iconic landmark. Explore the historic Distillery District, stroll along the picturesque waterfront, and immerse yourself in the city's rich arts and culinary scene. With its blend of modernity and history, Toronto offers a dynamic experience for every visitor. This afternoon, perform your first concert of the tour. A possible venue is city's impressive CN Tower. Enjoy dinner on your own. (B)

DAY 3, APR 14, 2025: OTTAWA

Depart Toronto this morning for your next Canadian destination, Ottawa. A stop for lunch on your own will be made today. Arrive later this afternoon for hotel check-in and dinner together at a local restaurant. (B,D)

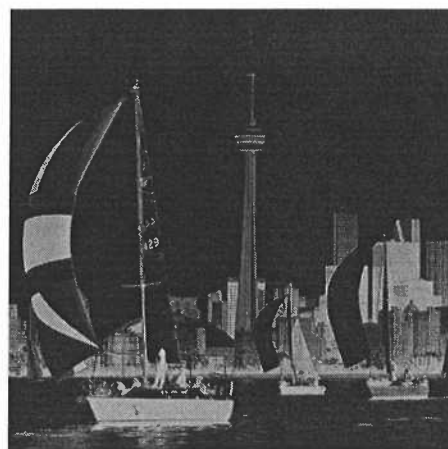
DAY 4, APR 15, 2025: OTTAWA

Enjoy a guided city sightseeing tour of Ottawa. Canada's capital, is a charming city with a rich history and stunning architecture. Explore the Parliament Hill to witness the iconic Gothic Revival-style

buildings and the Changing of the Guard ceremony and see the Rideau Canal, a UNESCO World Heritage Site, which offers picturesque views year-round. This afternoon, visit The Museum of Civilization where will perform your next concert performance! Tonight, enjoy dinner on your own. (B)

DAY 5, APR 16, 2025: MONTREAL

This morning, transfer by coach to Montréal, the second largest French city in the world, after Paris! Upon arrival, enjoy a guided sightseeing tour of Greater Montréal, including the Golden Square Mile, and Le Quartier des Spectacles. Enjoy the rest of your day at leisure and have dinner on your own. (B)

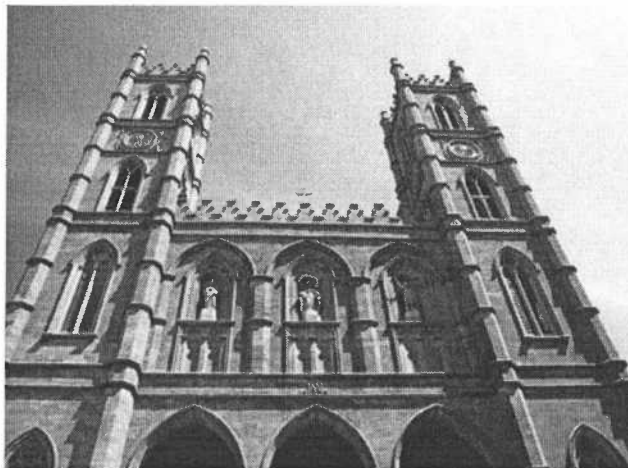
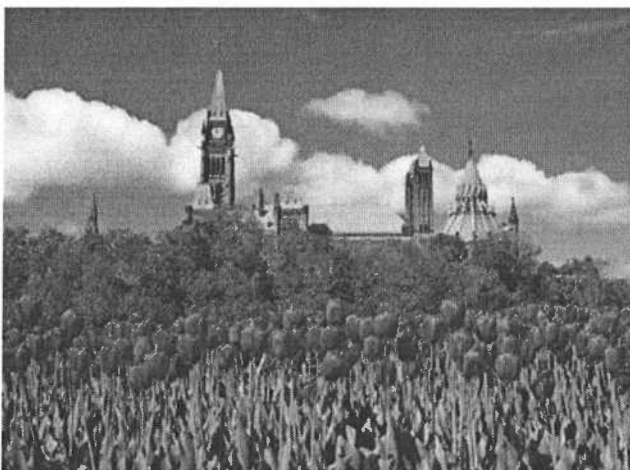


Day 6, Apr 17, 2025: Montreal

This morning visit La Ronde theme park in Montreal. Perhaps pick up a few souvenirs or jars of maple syrup to bring home! This afternoon, visit the magnificent La Basilique Notre Dame de Montréal where you will have your final concert performance! Tonight, enjoy a special farewell medieval style French dinner to celebrate your successful Canadian Choral tour! (B,D)

Day 7, Apr 18, 2025: Departure

Transfer to the airport for return flight to the United States. (B)



Notes from Encore

Save \$50 off your Total Participant Fees if you pay for your trip through E-Check or our Automatic Payments Plan

All registered participants can enjoy the convenience, security, and savings of having payments automatically withdrawn from a checking account by enrolling in an Automatic Payment Plan. To learn more, visit encoretours.com/automatic-payments



Encore Tripsite

Scan the code to view your group's Tripsite and learn more details about your upcoming trip, and to register!

Get Started Today

ONLINE:

Scan the above QR code or visit www.acis.com/findmytrip and enter your Group Leader's ID and last name and click Register Now when you're ready to sign up.

MAIL:

If you prefer, send your completed registration form to:
Encore Performance Tours
330 Congress Street, Suite 5
Boston, MA 02210

QUESTIONS?

Contact Traveler Support via:
Live Chat on encoretours.com or
Email accounts@encoretours.com

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

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

SUBJECT: Quarterly Report on Williams Uniform Complaints

DATE: September 5, 2024

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

For the *fourth quarter* of the 2023-24 academic year, there were no incidents or complaints filed against any of the criteria:

Therefore, it is acknowledged that –

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

FISCAL IMPACT:

None.

Academic School Year 2023-2024**Non-Williams District Uniform Complaints Quarterly Report**

[Education Code § 35186]

Big Sur Unified School District
Bradley Union School District
Carmel Unified School District
Graves School District

Lagunita School District
Mission Union School District
Pacific Grove Unified School District
San Antonio Union School District

San Ardo Union School District
San Lucas Union School District
Spreckels Union School District
Washington Union School District

Form Completed By: _____ Title: _____

Quarterly Report Submission Date: _____
(Please check one)

October 2023	April 2024
January 2024	July 2024

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

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

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

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

Print Name of District Superintendent



Signature of District Superintendent

Date

Monterey County Office of Education
Submit Non-Williams Quarterly Report to: Student Services,
Juanita Martinez, jmartine@montereycoe.org

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

SUBJECT: Contract for Services with Ingham Law Corporation.

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Buck Roggeman, Chief Human Resources Officer

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Ingham Law Corporation.

BACKGROUND:

The district has a responsibility to investigate complaints when they are brought forward. Occasionally, the complaints require an intensive investigation that requires outside legal consultation.

INFORMATION:

This contract engages the consultative services of Ingham Law Corporation on an as needed basis to support the district's campus investigations. The services are specifically designed to assist the Client in ensuring that its campus investigations are conducted in a thorough, impartial, and legally compliant manner. Ingham will provide guidance on best practices for conducting thorough and comprehensive investigations; offers strategies to maintain impartiality throughout the investigative process; advise on legal compliance issues related to the investigation procedures; assist in the review and analysis of evidence to ensure all relevant information is considered; and, support the development of well-structured and legally sound investigative reports.

FISCAL IMPACT:

This is a one-year contract at a rate of \$400/hour not to exceed \$7,500.

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

CONSULTANT Ingham Law Corporation

SITE/DEPARTMENT Human Resources

SUBMITTED BY Buck Roggeman

FUNDING SOURCE General Fund

AGREEMENT TOTAL AMOUNT \$7,500

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 Ingham Law Corporation ("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 consultant for District complaint investigations. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: District investigations related to complaints.
2. **Term.** Consultant shall commence providing services under this Agreement on September 6, 2024, and will diligently perform as required and complete performance by June 30, 2024.

3. **Compensation.** District agrees to pay an hourly fee of \$400/hour to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$7,500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

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

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: Ingham Law Corporation
435 Hillcrest Avenue	Address: 3600 American River Drive, ste 170
Pacific Grove, CA 93950	City/State/Zip: Sacramento, CA 95864
ATTENTION: Joshua Jorn	Business Phone: 916.576.8312
Assistant Superintendent/CBO	Email (Optional): [Company E-mail]

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

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

- Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
- No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
 Name: [Manager]
 Title: [Title]
 Date: _____

Signature: _____
 Name: _____
 Date: _____

Human Resources
(Signed AFTER Board approval)

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

August 21, 2024

VIA ELECTRONIC MAIL: broggeman@pgusd.org

Buck Roggeman, Chief Human Resources Officer
Pacific Grove Unified School District
435 Hillcrest Drive
Pacific Grove, CA 93950

Re: Engagement Agreement for Investigation-Related Consultative Services

Dear Mr. Roggeman:

Ingham Law Corporation (the Firm) is pleased to provide investigation-related consultative services for Pacific Grove Unified School District (Client), collectively the "Parties." Unless we make a different Agreement in writing, this Agreement will govern all services the Firm will perform for Client.

1. Conditions. This Agreement will not take effect, and the Firm will have no obligation to provide consultative services until Client returns a signed copy of this Agreement. This Agreement will govern all consultative services performed by the Firm on behalf of Client commencing with the date this Agreement is signed by Client and returned to the Firm. The date of the beginning of this Agreement is for reference only.

2. Consultative Role. The Firm agrees to provide services to Client in the form of investigation-related consultative services on an as-needed basis in relation to Client's campus investigations. The Firm's consultative services are specifically designed to assist the Client in ensuring that its campus investigations are conducted in a thorough, impartial, and legally compliant manner. In this capacity, the Firm shall work collaboratively with the Client's designated investigator(s) to: provide guidance on best practices for conducting thorough and comprehensive investigations; offer strategies to maintain impartiality throughout the investigative process; advise on legal compliance issues related to the investigation procedures; assist in the review and analysis of evidence to ensure all relevant information is considered; and, support the development of well-structured and legally sound investigative reports.

3. Impartiality and No Guarantee of Results. The Firm commits to performing all consultative services in accordance with applicable laws, regulations, and professional standards governing investigations and legal services. While the Firm provides expert guidance, the Client retains the ultimate responsibility for the outcomes of its investigations. The Firm does not guarantee any particular result or outcome of the investigations it assists with. Rather, the Firm's role is to enhance the Client's capacity to conduct investigations that meet high standards of thoroughness, impartiality, and legal compliance. Client understands that its obligation to pay fees and costs for the Firm's consultative services does not depend on the outcome or findings of any investigation.

4. Confidentiality. The Firm agrees to conduct this work in confidence and to retain as confidential any and all documents obtained related to the scope of services. The Firm further agrees not to disclose any information or documents related to this work to anyone except to Client, and the persons designated by Client, unless otherwise required by court order. The Firm will maintain the security of documents, data, or information received by storing and maintaining it in a safe and secure manner.

5. Limitation on Scope of Services. This Agreement constitutes an engagement for a limited scope of services, in that the Firm will not render a legal determination whether there was any violation of law or statute implicated during the investigation. It is expressly agreed that Client will look to its regular legal counsel or such other counsel as it may choose, for such services as well as for advice with respect to issues which may arise concerning or be implicated by the investigation, including, without limitation, identifying such issues.

6. Fees and Costs. Fees for services provided to Client pursuant to this Agreement will be calculated and billed at the Firm's regular hourly rate of \$400.00 for consultative services. The foregoing hourly rate applies to all time spent on consultative work related to assisting Client with its campus investigations. In addition to these fees, the Client agrees to reimburse the Firm for direct costs incurred by the Firm in connection with the services provided, including, but not limited to, travel expenses such as transportation, lodging, and meals, when travel is required; postage and/or courier services; transcription fees; and, translation services.

Statements for services will contain a description of the services performed, the date they were performed, and the time devoted to services performed. Any estimates of fees or costs given by the Firm shall not be construed as a guarantee; actual fees and costs may vary based on the specific requirements of the engagement.

7. Billing and Payment. Client will be billed monthly for services rendered plus any costs and expenses, if any, incurred by the Firm related to its provision of consultative services, such as transcription fees, postage fees, or other out-of-pocket expenses.

Payment is due upon receipt. The Firm reserves the right to postpone or defer providing additional services or to discontinue providing legal services, to the extent legally permissible, if billed amounts are not paid when due. The Firm also reserves the right to charge a late fee of 5% per month on all sums that are not paid within 30 days of receipt of the statement.

Client agrees to promptly review billing statements and raise any questions regarding the amounts and items billed within 10 days of presentation. If Client objects to only a portion of the charges on a statement, then Client agrees to pay the remainder of the charges, which will not constitute a waiver of Client's objection.

8. Litigation Participation. In the event the Firm is required to participate in litigation arising from or related to the services provided under this agreement, including but not limited to being deposed or testifying at trial, the Client agrees to compensate the Firm at the same hourly rate specified in

the Fees section of this agreement. This shall include time spent preparing for depositions or trial testimony, travel time (if any), and time spent giving testimony.

The Client also agrees to reimburse the Firm for any reasonable expenses incurred in connection with such participation, including but not limited to travel expenses, lodging, and meals, in accordance with the Firm's standard expense reimbursement policies.

The Firm agrees to make reasonable efforts to minimize the time and expenses associated with such participation. The Firm will provide the Client with an estimate of anticipated time and expenses related to litigation participation upon request, but actual time and expenses may vary based on the requirements of the litigation process.

9. Indemnification. Client agrees to indemnify, defend, and hold harmless the Firm from any and all actions, claims, and complaints, whether formal or informal, actual or threatened, arising out of or related to the Attorney's provision of legal consultative services under this Agreement brought or asserted against the Firm by anyone other than the Client. This indemnification shall survive the termination of this Agreement. In accordance with California Rule of Professional Conduct § 3-400, this provision is not intended to apply to any potential professional malpractice action brought by Client against the Firm.

10. Termination. Client may terminate this Agreement at any time. The Firm may also terminate this Agreement, provided such termination complies with any applicable State Bar of California Rules of Professional Conduct. Upon termination, any outstanding fees and costs shall become immediately payable.

11. Record Retention. Unless directed otherwise by the Client in writing, the Firm will retain the Client's case file, as defined by California Rules of Professional Conduct – Rule 1.16(e)(1) - for five (5) years.

12. Applicable Law. This Agreement shall be governed by the laws of the State of California. If it becomes necessary for either party to instigate litigation to enforce its rights under this Agreement, such litigation shall be filed exclusively in the California state courts in the County in which the underlying matter is pending, or the United States District Court, and each of the parties waive any objection to venue or personal jurisdiction with respect to any suit under this Agreement so filed. The prevailing party in any such litigation will be entitled to recover from the other party all costs it incurs in connection with the dispute, including reasonable attorney's fees.

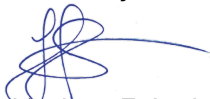
13. Severability. If any provision of this Agreement is deemed invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect on the Parties.

14. Effect and Modification. This Agreement will take effect when Client returns a signed copy of this Agreement to the Firm, but its effect will be retroactive to the date the Firm first performed services on behalf of Client. If these terms are not acceptable to Client, please contact the Firm

immediately. This Agreement may be subsequently modified by written Agreement of the Firm and Client, signed by both.

Thank you for this opportunity to provide consultative services.

Sincerely,



Lindsay E. Ingham

I am authorized to, and hereby agree to the foregoing:

Printed name and title

Date

Signature

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

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

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

DATE: September 5, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Santa Cruz Office of Education at Camp Koinonia and Pacific Grove Middle School (PGMS) for our 6th grade students to attend Outdoor Science School.

BACKGROUND:

This is an annual service for our 6th grade students to attend Camp Koinonia.

INFORMATION:

The Santa Cruz Office of Education Camp Koinonia hosts our 6th grade students in the Santa Cruz mountains, 1605 Eureka Canyon Road, Watsonville, CA. This year the students are scheduled to attend on Tuesday, November 19, and will return on Friday, November 22, 2024. Our 6th grade students will learn hands on common core aligned science standards, as well as, skills in collaboration, compromise and cooperation. There will be PGMS staff members that will be with our students during the duration and our Admin team will be visiting them during their stay.

FISCAL IMPACT:

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

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

CONSULTANT Santa Cruz Office of Education

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE 01-9005-0-1167-1000-5800-00-005-1400-0720

AGREEMENT TOTAL AMOUNT \$450/ student for Outdoor Science School (total does not include transportation fee from PGMS to Koinonia and from Koinonia to PGMS.

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 **Santa Cruz Office of Education** ("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 **6th grade Outdoor Science School**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **6th grade Outdoor Science School activities, food, and housing.**
2. **Term.** Consultant shall commence providing services under this Agreement on **11/19/2024**, and will diligently perform as required and complete performance by **11/25/2024**.
3. **Compensation.** District agrees to pay **\$450/ student for Outdoor Science School (total does not include transportation fee from PGMS to Koinonia and from Koinonia to PGMS,** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$450/ student for Outdoor Science School (total does not include transportation fee from PGMS to Koinonia**

and from Koinonia to PGMS. during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory

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

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

District

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

Consultant

Name: Santa Cruz Office of Education
 Address: 400 Encinal Street
 City/State/Zip: Santa Cruz, CA 95060
 Business Phone: 831-466-5715
 Email (Optional): [Company E-mail]

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

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

No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

Corporation, State

Individual

Partnership

Limited Liability Company

Sole Proprietorship

Limited Partnership

Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: Sean Roach

Title: PGMS Principal

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Contract for Services with Peninsula Sports, Inc. at Pacific Grove Middle School

DATE: September 5, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. and Pacific Grove Middle School (PGMS) to provide scheduling of the referees for the 2024-2025 school year.

BACKGROUND:

For the past 23 years, Peninsula Sports, Inc. has provided the scheduling of referees for PGMS sports activities (volleyball, soccer, and basketball).

INFORMATION:

The firm currently provides the only opportunity for referees at our games.

FISCAL IMPACT:

The total contract for the middle school is not to exceed \$1200 and is paid for by PGMS After-School Athletics budget.

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

CONSULTANT Peninsula Sports Inc.

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE Athletics Budget 01-0000-0-1110-4200-5800-00-005-8000

AGREEMENT TOTAL AMOUNT NTE \$1200

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 Peninsula Sports Inc. ("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 **Scheduling Specialist.** Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **schedule referees for Pacific Grove Middle School scheduled league volleyball, soccer, and basketball games for 2024-2025 school year.**
2. **Term.** Consultant shall commence providing services under this Agreement on **8/1/2024**, and will diligently perform as required and complete performance by **5/30/2025**.
3. **Compensation.** District agrees to pay **NTE \$1200** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **NTE \$1200** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

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

Consultant

Name: Peninsula Sports Inc.
 Address: 1732 Fremont Blvd. Suite 200B
 City/State/Zip: Seaside, CA 93955
 Business Phone: 831-241-1101
 Email (Optional): [Company E-mail]

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

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

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Sean Roach

Name: _____

Title: PGMS Principal

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

SUBJECT: Contract for Services with Premier Studios at Pacific Grove Middle School

DATE: September 5, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Premier Studios of California and Pacific Grove Middle School (PGMS) to provide photography services for the 2024-2025 school year.

BACKGROUND:

Premier Studios has provided photography services for over 17 years with PGMS.

INFORMATION:

Premier Studios will provide school pictures, IDs, student look books, student of the month pictures, sports pictures, 8th grade Panorama and Promotion pictures for the 2024-2025 school year, at no charge.

FISCAL IMPACT:

There is no fiscal impact for this service to the school or district. Premier Studios collects payment from the families who choose to purchase the photo packages directly from the company (reasonable prices). The Student of the Month photos are free of charge to those families whose students are chosen for Student of the Month.

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

CONSULTANT Premier Studios

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE N/A

AGREEMENT TOTAL AMOUNT \$0

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 **Premier Studios** ("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 **photographer**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **photograph school picture day/retakes, sports pictures, student of the month pictures, and 8th grade Promotion pictures.**
2. **Term.** Consultant shall commence providing services under this Agreement on **8/1/2024**, and will diligently perform as required and complete performance by **5/30/2025**.
3. **Compensation.** District agrees to pay **\$0** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$0** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

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

Consultant

Name: Premier Studios
 Address: 4746 W. Jennifer Ave. # 101
 City/State/Zip: Fresno, CA 93722
 Business Phone: 559-274-9231
 Email (Optional): premierstudios@comcast.net

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: Sean Roach

Name: _____

Title: PGMS Principal

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

- 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: Approval of Economics Honors at Pacific Grove High School (PGHS)

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Sean Keller, Pacific Grove High School Assistant Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve PGHS Economics Honors one-semester course.

BACKGROUND: PGHS has offered AP Government as a one-semester course for many years. Economics Honors was adopted from Sequel High School that also offers AP Government.

INFORMATION: PGHS's Economic Honors will be offered in tandem with AP Government and will provide all of its students with a weighted G.P.A. if they pass with a grade of C- or higher, which will be a change from past grading procedures. Thus, students in both courses will have weighted grading for two semesters instead of one, helping them boost their grade point average (G.P.A.).

FISCAL IMPACT: NA

A-G Courses Manager

Economics Honors

Pacific Grove High School (052310)

Submitted: Jun 27, 2024

Decision: Jun 27, 2024

APPROVED

Basic Course Information

Title:	Economics Honors
Transcript abbreviations:	Hon Econ / Honors Economics / Hn Econ /
Local Course Codes:	999 /
Length of course:	Half Year
Subject area:	College-Preparatory Elective (G) / History / Social Science
UC honors designation?	Yes
Non-honors equivalent course:	Economics
Prerequisites:	None
Co-requisites:	Advanced Placement American Government and Politics (Recommended)
Integrated (Academics / CTE)?	No
Grade levels:	12th
Course learning environment:	Classroom Based

Course Description

Packet Updated: 9/4/24 @ 5:16 PM

Course overview:

This one semester course is aligned to the California Standards for Social Science, grade 12. This is an inquiry based course that is intended to provide understanding of the discipline equivalent to those gained in a college-level introductory course.

Students will analyze microeconomics with a focus on supply, demand, price and the factors that influence changes. Students will have the opportunity to learn about alternative forms of business organizations and their impact on the economy.

Students will analyze labor, wages, distribution of goods, different market structures and their influence on the market economy.

Students will also analyze macroeconomics, focusing on aggregate economic behavior (household consumption, business investment, foreign sales and government) and the role of fiscal and monetary policy.

Students will analyze international economics and trade benefits, restrictions on free trade, tariffs, import restrictions and exports.

Students will be called upon to evaluate, describe and analyze economic themes in global events. Students must be critical readers, writers and thinkers. They will use information from reading, primary sources, class discussion and lectures and individual research to be effective communicators and thus demonstrate their understanding of the historical process.

Course content:**UNIT 1. INTRODUCTION TO ECONOMICS****UNIT 1. INTRODUCTION TO ECONOMICS**

Students will grasp common economic terms, concepts and economic theories. Students will examine the causal relationship between scarcity and making choices. Students will contrast opportunity cost, marginal benefit and marginal cost. They will identify the difference between monetary and non monetary incentive and how changes in incentives cause changes in behavior. Students evaluate the role of private property as an incentive in conserving and improving scarce resources, including renewable and non renewable natural resources. Students analyze the role of a market economy in establishing and preserving political and personal liberty There will be a special focus on the works of Adam Smith.

Unit Assignment(s):**Assignment:**

Students analyze the themes of capitalism and market economy by comparing and contrasting world economies in groups exploring how a basic t-shirt is made in diverse economies.

Assignment:

Students prepare a personal budget that incorporates fundamental economic concepts. Based upon there they want to be in ten years, they will brainstorm their needs and wants and prepare a personal monthly budget using today's prices.

UNIT 2. HOW MARKETS WORK

UNIT 2. HOW MARKETS WORK

Students analyze the elements of America's market economy in a global setting. Students will understand the relationship of incentives and their application to and impact on the law of supply and law of demand. They will discuss the effects of changes in supply and/or demand on the relative scarcity, price and quantity of particular products. They will distinguish between the roles of property rights competition and profit in a market economy. Students will explain how prices reflect the relative scarcity of goods and services and perform the allocating function in a market economy.

Students will understand the process by which competition among buyers and sellers determine a new price. They will describe the effect of price controls on buyers and sellers. They will analyze how domestic and international competition in a market economy affects goods and services produced and the quality, quantity and price of those products. Students will identify the role of profit as the incentive to entrepreneurs in a market economy. Students describe the functions of the financial markets. They will discuss the economic principles that guide the location of agricultural production, and business including the spatial distribution of transportation and retail facilities.

Unit Assignment(s):

Students in groups explore how the concepts of demand, supply and price changes affect a number of local businesses. Presentations are given explaining what can cause change in demand and supply and what marketing strategies local businesses need to use to continue to raise profits.

Students will evaluate the affect of price controls by debating for or against higher minimum wages. Students must be able to explain the impact of minimum wage change on labor and business.

UNIT 3: THE GOVERNMENT AND THE ECONOMY

UNIT 3: THE GOVERNMENT AND THE ECONOMY

Students analyze the influence of the federal government on the American economy. Students will understand how the role of government in a market economy often includes providing for national defense, addressing environmental concerns, defining and enforcing property rights, attempting to make markets more competitive and protecting consumer rights. Students will identify the factors that may cause the cost of government actions to outweigh the benefits. Students will describe the aims of fiscal policy (taxation, borrowing, spending) and their influence on production, employment, and price levels. Students will understand the aims and tools of monetary policy and their influence on economic activity.

Unit Assignment(s):

The "Economic Adviser to the President" role is a project based learning exercise where students advise the U.S. president on a new economic policy based on the current economic situation as reported by the U.S. government. The assignment is intended to compare monetary and fiscal policy and the advantages / disadvantages of each. Students will

Packet Updated: 9/4/24 @ 5:16 PM

then take a closer look at federal revenue, spending and deficits and categories of federal spending in order to conclude how their tax dollars are spent.

UNIT 4. BUSINESS AND LABOR

UNIT 4. BUSINESS AND LABOR

Students analyze elements of the US labor market in a global setting. Students will analyze the operation of the labor market, including the circumstances surrounding the establishment of principal American labor unions and the procedures that unions use to gain benefits for their members. Students will describe the current economy and labor market, including the types of goods and services produced, the types of skills in demand and wage differences among jobs and professions. Students will explain the effects of international mobility of capital and labor on the U.S. economy.

Unit Assignment(s):

Students explore career paths and job sectors by visiting numerous sites that evaluate students' aptitudes and interests and connects them to related jobs and professions. Further investigation is made into job outlook, job descriptions, required certification or degrees, possible majors and colleges offering those majors.

UNIT 5. MONEY, BANKING AND FINANCE

UNIT 5. MONEY, BANKING AND FINANCE

Students analyze the aggregate economic behavior of the U.S. economy. Students will distinguish between nominal and real data. They will define, calculate and explain the significance of an unemployment rate, the number of new jobs created monthly, an inflation or deflation rate and a rate of economic growth. Students will distinguish between short-term and long-term interest rates and explain their relative significance. The structure and function of the Federal Reserve in monetary policy is covered as well money supply. Students will then understand banking and finance on a personal level including such concepts as personal bank accounts, credit cards, compound interest, investments, and car, mortgage loans and student loans.

Unit Assignment(s):

Students compare and contrast various credit card offerings and understand the dangerous of debt and how credit works and can be developed. Students submit credit card applications and calculate for compound interest in mock debt simulation.

Students complete a car loan project where a car of choice is researched and all costs pertaining to the purchase of a car experienced. The entire digital project includes calculation of taxes and Department of Motor Vehicles fees, car payment calculation, comparison of car loan offerings from various banks and car dealer, completed car loan application and

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reflection by the student of regarding their final decision about their car purchase.

UNIT 6. THE GLOBAL ECONOMY

UNIT 6. THE GLOBAL ECONOMY

Students analyze issues of international trade and explain how the US. economy affects, and is affected by, economic forces outside the United States. Students will identify the gains in consumption and production efficiency from trade, with emphasis on the main products and changing geographic patterns of twenty first century trade among countries in the global economy. Students will understand the changing role of international political borders and the role immigration plays in a global economy. Students will explain foreign exchange, the manner in which exchange rates are determined and the effects of gain or loss in the value of the dollar relative to other currencies.

Unit Assignment(s):

Students write a research paper on the 2009 financial crisis and housing market collapse tying in the elements of economics learned throughout the semester.

hons Final Exam Details:

Students take an economic final that includes a mixture of multiple choice, short answer and essay questions. All units covered during the semester are the basis for the questions on the exam. Short answer questions focus primarily on personal financial literacy with students explaining choices they would make in certain real world explanation with a explanation of why. Essay questions focus on bigger themes with students having choices among various topics such as capitalism, business structures, the government's role in the economy and effects of globalization.

ourse Materials

Textbooks

title	Author	Publisher	Edition	Website	Primar
economics New Vays of Thinking	Roger A Arnold	EMC Publishing LLC	2011	https://www.crunchbase.com/organization/emc-publishing-llc	Yes

Packet Updated: 9/4/24 @ 5:16 PM

Additional Information

Course Author:

Maritza Gaona
Teacher
maritza@pgusd.org
16466590 ext. 300

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California

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

SUBJECT: Contract for Services with Jose Del Rio for 2024-2025 School Year

DATE: Sept 5, 2024

PERSON(S) RESPONSIBLE: Greg O'Meara, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Jose Del Rio

BACKGROUND:

This is for Jose Del Rio – athletic trainer. He has been our trainer for the past five years.

INFORMATION:

Jose Del Rio's contract is for the 2024-25 school year. Beginning August 2024- May 2025. Invoices will be collected before payment will be issued.

FISCAL IMPACT:

District Funded through Athletics at the rate of \$40,000 per year to be paid out at \$4,000 per month for 10 months.

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

CONSULTANT Jose Del Rio

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Greg O'Meara, Principal

FUNDING SOURCE 01-0000-0-1176-4200-5800-00-006-8000-0720

AGREEMENT TOTAL AMOUNT \$4000 per month

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 Jose Del Rio ("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 *Athletic Trainer*. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: *treating minor athletic injuries*.
2. **Term.** Consultant shall commence providing services under this Agreement on August 1, 2024 . and will diligently perform as required and complete performance by June 1, 2025.
3. **Compensation.** District agrees to pay \$4000 per month to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$40,000 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

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

Consultant

Name: Jose Del Rio
 Address: 237 Montecito Ave, Apt 11
 City/State/Zip: Monterey/CA/93940
 Business Phone: 562-215-2667
 Email (Optional): delri105@gmail.chapman.edu

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

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

23. **W-9.** Consultant has provided a completed:
XW-9 Form

24. **Type of Business Entity:**

- Corporation, State
- X 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: [Manager]

Name: _____

Title: [Title]

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

SUBJECT: Contract for Services with Play-Well TEKologies for Elementary After School Enrichment (ASE) Program STEM LEGO class

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Lawrence Haggquist, Executive Director of Educational Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Play-Well TEKologies for 2024-2025 school year.

BACKGROUND:

We are pleased to offer the Afterschool Enrichment (ASE) Program at the elementary level again this year after another successful program in the 23-24 school year. The After School Enrichment (ASE) Program strives to bring fun and engaging classes for our Pacific Grove elementary students. With STEM/STEAM classes in strong demand from parents, the ASE program is happy to provide our students with this LEGO class from Play-Well TEKologies. The ASE program continues to contract with Play-Well TEKologies, to bring STEM Lego classes for students in grades 1 - 5. During each 5 week session, this class meets once a week for 1.5 hours. Students at both sites will have the opportunity to sign up for this class. This class is always in high demand and fills up quickly.

INFORMATION:

Play-Well TEKologies provides our elementary students with problem-solving skills, while providing an opportunity for creative expression, and fostering a greater appreciation of how things work. Their instructors encourage the qualities of inquisitiveness, self reliance, and self confidence in their students, and accomplish all this in the context of fun-filled engineering and architectural projects.

Students work individually, in teams, and as a group throughout the sessions. Students build engineer-designed projects as well as unique student designs. A short discussion and demonstration of the day's topic starts each meeting. Children are given a design/building assignment at the beginning of the meeting. Instructors provide individual assistance and instruction and facilitate challenges, performance testing, competitions, and modifications to projects. They provide all materials for the course each week. There is no 'take away' LEGO that goes home with the child after camp, only memories and new building skills.

Play-Well instructors have varied careers and educational backgrounds (mechanical engineering, architecture, biology, art, geology, education, civil engineering, etc.). More important, though, is they all

share a common enthusiasm for kids, engineering, and LEGO. Many of the instructors have been leading classes and directing summer camps for several years.

FISCAL IMPACT:

The ASE Program is entirely self funded with fees collected at the time of registration. The whole cost is covered by parents while signing up their student for this ASE class during each open registration period. There is no cost to the district.

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

CONSULTANT Play-Well TEKnologies

SITE/DEPARTMENT Educational Services

SUBMITTED BY Lawrence Haggquist, Director of Educational Services

FUNDING SOURCE Elementary After School Enrichment (ASE) enrollment fees

AGREEMENT TOTAL AMOUNT \$14,000.00

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Play-Well TEKnologies ("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 **STEM Fundamentals with LEGO instructor with ASE Program**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Leading ASE class to build engineer designed projects as well as unique student designs.**
2. **Term.** Consultant shall commence providing services under this Agreement on **Fall, Winter, and Spring Sessions of the 2024-2025 school year ASE program**, and will diligently perform as required and complete performance by **5/30/25**.
3. **Compensation.** District agrees to pay **\$14,000.00** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$14,000.00** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

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

Consultant

Name: Play-Well TEKnologies
 Address: 216 Greenfield Ave.
 City/State/Zip: San Anselmo, Ca 94960
 Business Phone: 415-460-5210
 Email (Optional): lindsay@play-well.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: [Manager]

Name: _____

Title: [Title]

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 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: MOU with MCOE for Transportation for Foster Children and Youth

DATE: September 5, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the entering into the MOU agreement between Monterey County Office of Education (MCOE) and County of Monterey Department of Social Services (DSS) for Transportation of Students in Foster Care.

BACKGROUND:

The Every Student Succeeds Act (ESSA) mandates that LEAs and child welfare agencies collaborate to ensure students in foster care remain in the same schools with necessary transportation when their living placements change, can immediately enroll in new schools when that is in their best interest, and that the enrolling school districts immediately notify the prior schools to transfer all school records.

INFORMATION:

The Monterey County Office of Education's Foster Youth Services Coordinating Program (FYSCP) has been working with the Monterey County Department of Social Services and the Monterey County Probation Department to craft an Interagency Transportation Agreement that fulfills the ESSA mandates. This MOU is an opportunity for Pacific Grove Unified School District to quickly implement transportation for students who are designated Foster Children and Youth, with a reimbursement of 50% of costs through MCOE and DSS.

FISCAL IMPACT:

Up to \$25,000.
Funding Source- Student Services Contracts
Not previously budgeted

COUNTY OF MONTEREY
Amendment No.1 to Agreement No. 5010-347
Monterey County Office of Education (MCOE)

This Amendment No.1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and Monterey County Office of Education (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for coordinating transportation to their school of origin for foster children and youth for a term of March 6, 2024 through June 30, 2026 with a total contract amount of \$150,000 (hereinafter “Original Agreement”).

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 to **add Monterey County school districts as parties to the agreement and update incorrect references to Agreement termination year**, with no change to the contract amount or term.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

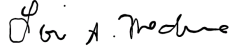
This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.


1. Coversheet is hereby amended as follows: “MEMORANDUM OF UNDERSTANDING, Upon Execution – June 30, **2026**”.
2. Paragraph titled “**Section 1: Intent**” is hereby amended as follows: “The Agreement will be in effect upon execution by the parties through June 30, **2026** and will be renewed and/or amended as detailed below.”
3. Adding **Section 11: Counterparts**, a counterpart clause to permit signatures to the agreement subsequent to the original execution of the agreement.
4. Paragraph titled “**Section 12: Signatures**” is hereby amended to include a list of school districts and their superintendents’ names to become parties to this agreement by providing their signature.
5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the original Agreement.
6. A copy of this Amendment No.1 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:


**CONTRACTOR:
Monterey County Office of Education**

DocuSigned by:

By: _____
22416688EACG432...
Lori A. Medina, DSS Director

DocuSigned by:

By: _____
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Dr. Deneen Gus, Superintendent

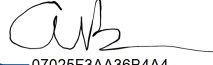
Date: 5/20/2024 | 8:07 AM PDT

Date: 5/16/2024 | 9:46 AM PDT

DocuSigned by:

By: _____
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Todd Keating, Chief of Probation

Date: 5/17/2024 | 5:34 PM PDT

Approved as to Form:

DocuSigned by:

By: _____
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Deputy County Counsel

Date: 5/17/2024 | 3:38 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

By: _____
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Auditor Controller's Office

Date: 5/17/2024 | 5:14 PM PDT

Transportation Plan to Ensure School Stability for Students
in Foster Care

MEMORANDUM OF UNDERSTANDING

Upon Execution – **June 30, 2026**

between

MONTEREY COUNTY DEPARTMENT OF SOCIAL
SERVICES

and

MONTEREY COUNTY PROBATION DEPARTMENT

and

MONTEREY COUNTY OFFICE OF EDUCATION

AMENDMENT No. 1

INTERAGENCY AGREEMENT

Transportation Plan to Ensure School Stability for Students in Foster Care between the County of Monterey and Local Educational Agencies

This document constitutes an Interagency Agreement between the Monterey County Department of Social Services (DSS), the Monterey County Probation Department (Probation), and the Monterey County Office of Education (MCOE).

Section 1: Intent

It is the intent of the parties that this Agreement function as the procedures governing how transportation to maintain foster youth¹ in their School of Origin when it is in their best interest as required by the Every Student Succeeds Act (“ESSA”) (114 P.L. 95, 129 Stat.1856). The Agreement will be in effect upon execution by the parties through June 30, **2026** and will be renewed and/or amended as detailed below. (see Section 8. Term)

Under this agreement, DSS delegates its responsibilities to MCOE to coordinate and reimburse individual school districts for DSS’ share of transportation costs.

Section 2: Scope of Services

1. This Agreement clearly identifies the roles and responsibilities of each party for pupil transportation, supervision and scheduling of program events, and use of facilities and equipment as it pertains to foster youth.
2. The parties agree to the following definitions as part of this Agreement as noted in Appendix A.
3. The parties agree to follow all program guidance as referenced in Appendix B.

Section 3: Responsibilities

1. Identifying Foster Youth
 - a. DSS will make a good faith effort to notify MCOE within two (2) school days upon learning that a foster youth has been placed into foster care or will be moved to a new foster care placement. MCOE will subsequently notify the School District of Origin’s Foster Youth Point of Contact (POC), see Appendix C.
2. Best Interest Determination
 - a. Upon receiving notification that a student has entered foster care or has changed foster care placement, MCOE, in accordance with California Education Code Section 58853.5, will consult with the student and their Educational Rights Holder (ERH) to determine whether it is in the best interest of the student to remain in his or her School of Origin. When it is determined to be in a student’s best interest to remain in his or her School of Origin, MCOE, District and DSS will collaborate

¹ See Appendix A for definition

under this Agreement to establish the most cost-effective transportation arrangements available for the student within five (5) school days of the best interest determination being made.

3. MCOE: Assess available options to address transportation needs

a. MCOE will:

i. Attend Child and Family Team (CFT) meeting to assist in determination of school placement

ii. Request a copy of the Educational Stability Plan determination from DSS which shall include determination of eligibility for Title IV-E

iii. Request that the District Foster Youth POC assess whether the child is eligible for transportation services under another entitlement, such as a related service included in their IEP or 504 Plan

b. MCOE will request that the District provide and fund transportation if the student is eligible under Title I funding, as provided by the Every Student Succeeds Act (ESSA), or the Individuals with Disabilities Education Act (IDEA).

c. MCOE will request that the District examine existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route and any other no-cost or low-cost options. Transportation will be provided and funded by District if such a solution is available. If no such solution is available, refer to 3(d), 3(e), 3(f), or 3(g).

d. MCOE will collaborate to provide transportation to the School of Origin when a foster youth resides outside of the boundaries of the School District of Origin. This can include but is not limited to Districts modifying and connecting cross-district routes, or one District providing transportation to the School of Origin, while the other provides transportation from the School of Origin.

e. Districts shall pay 50% of the actual cost to transport, related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines. DSS shall pay the remaining 50% of the costs related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines.

f. District POC will notify DSS caseworker and MCOE when the above-mentioned options are not available, or when further collaboration is necessary to set-up transportation.

g. MCOE may provide Monterey Salinas Transit bus passes as approved by the assigned DSS case manager, when appropriate and necessary to the Foster Youth Pupil to remain at their School of Origin under ESSA guidelines.

4. DSS: Assess available options to address transportation needs

a. When the District has exhausted all available no-cost and low-cost options as referenced in Section 3. Responsibilities above, the DSS will take the following steps:

- i. If the student is eligible for Title IV-E funds², DSS will seek reimbursement from federal child welfare reimbursement dollars under Title IV-E of the Social Security Act for the allowable portion of those transportation costs.
 - ii. DSS will assess whether resources are available for foster care parents to provide transportation with mileage reimbursement to the School of Origin; to a stop on the School of Origin's existing bus route; provision of bus passes or public transportation vouchers; or a contract with a private transportation service.
 - iii. Transportation will be provided and funded by DSS if such a solution is available.
 - iv. DSS will assess whether resources are available for Group Homes or Short-Term Residential Therapeutic Program (STRTPs) to provide transportation to the School of Origin.
 - v. DSS shall pay the remaining 50% of costs related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines and as appropriate to this Agreement.
 - vi. DSS will notify the District and MCOE via email and in writing if none of the above-mentioned options are available and further collaboration is necessary.
5. Resolve remaining obstacles and additional costs
- a. If all actions outlined in Section 3. Responsibilities above have been taken and there remains a need to work out further details to arrange transportation, the District of the School of Origin will be responsible for making the final transportation arrangements, and District agrees to pay the additional costs.
 - b. MCOE, District or DSS may choose at any time to voluntarily share in this cost or take sole responsibility for such costs.
 - c. MCOE, District or DSS shall have the right under this Agreement to provide an alternate form of transportation at a lower cost as long as it serves the students best interest.

Section 4: Transportation

1. Timing of implementing transportation
 - a. District will have five (5) school days after the best interest determination has been finalized to put needed transportation in place. In the interim, the DSS and the District will provide transportation per 34 CFR 299.13(c)(1)(ii).

² To be eligible for Title IV-E reimbursement, the child must meet all eligibility requirements under Title IV-E of the Social Security Act for foster care. For more information on what makes a child "IV-E eligible," please refer to the "Foster Care & Education Issue Brief," page 8.

2. Duration of transportation

- a. Transportation will be provided for the duration of the student's time in foster care as long as it continues to be in the student's best interest to remain in the School of Origin.
- b. If a child exits foster care before the end of a school year, transportation to the School of Origin will be maintained through the end of the school year in order to maintain the student's educational stability, when possible.

3. Foster Youth enrolled out of county, or under the jurisdiction of an out of County juvenile court

- a. Transportation arrangements for students in foster care and under the jurisdiction of a county other than Monterey:

- i. MCOE will notify the Monterey County School District of Origin immediately via email and in writing upon learning that a foster youth enrolled in their district, and under the jurisdiction of another county, will be moved to a new foster care placement.

- ii. MCOE will provide the caseworker's contact information to the District Foster Youth POC whenever possible in order to facilitate communication between the other county agency and the District.

- iii. MCOE will provide a copy of this Agreement to the other county's DSS for reference.

- iv. Whenever possible, District will apply these procedures in order to provide transportation to the School of Origin.

- b. Transportation Arrangements for Monterey County foster youth enrolled in schools outside of Monterey County:

- i. DSS will notify MCOE within two (2) school days upon learning that a foster youth enrolled in school outside of Monterey County will be moved to a new foster care placement. MCOE will notify the School District of Origin's Foster Youth POC. See Appendix C, Point of Contact.

- ii. MCOE will provide the School District of Origin the contact information for the student's caseworker in order to facilitate communication between our DSS and the School District of Origin.

- iii. MCOE will provide the other county's School District of Origin a copy of this Agreement for reference.

- iv. Whenever possible, DSS and District will apply these procedures in order to provide transportation to the School of Origin.

Section 5: Payment Provisions

MCOE shall submit invoices quarterly, by the 20th following the end of the quarter in the form set forth in Attachment A, Invoice. Invoices will be submitted for reimbursement for costs incurred as outlined in Section 3 of this agreement for transportation costs for

foster care children. MCOE will match 50% of the transportation costs, invoicing DSS for the remaining 50%. DSS shall certify the invoice, either in the requested amount or in such other amount as DSS approves in conformity with this Agreement and shall promptly submit such invoice to the Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

The total amount payable by DSS to MCOE for the period from execution to June 30, 2026 for Title IV-E shall not exceed one hundred fifty thousand dollars (\$150,000). MCOE agrees that this funding will be used to reimburse MCOE for DSS's transportation share of cost (50%) as outlined in Section 3 of this agreement.

Section 6: Dispute Resolution

1. If MCOE and DSS cannot resolve a dispute about transportation costs, they will follow this procedure:

- a. Districts and DSS must make every effort to collaborate in serving student in foster care. When a dispute arises between the agencies over paying the costs of transportation, the District and DSS must make every effort to resolve the dispute collaboratively at the local level.
- b. Under no circumstances shall the dispute delay or interrupt the provision of transportation for a child to the School of Origin. To ensure no such disruption, the agency that had been paying for transportation prior to the dispute will continue to pay until the dispute is resolved. If transportation was not provided previously, the District of the School of Origin will arrange and provide the transportation and DSS will reimburse the District for additional costs, until the payment disputes have been resolved.
- c. Disputes between Districts and DSS regarding implementing the local transportation procedures, calculating and paying for additional costs of transportation to the School of Origin for student in foster care, or other inter-agency transportation disputes will be resolved by a three-person panel including a Monterey County Office of Education (MCOE) representative, a District representative, and a representative of the DSS.
- d. Either a District or a DSS can bring a transportation payment dispute to MCOE by submitting a dispute resolution request in an email to the MCOE Foster Youth Coordinator to arrange an inter-agency Administrative Panel Hearing with the subject "Foster Child Transportation Dispute." The dispute resolution request must include:
 - i. A complete explanation of the basis of the dispute, with all pertinent facts.
 - ii. The name and contact information of the people who have been addressing the dispute thus far on behalf of both the District and the DSS (phone, email and mailing address).
 - iii. Details of how the agencies have attempted to resolve the dispute at the local level prior to appealing to the Monterey County Office of Education.

- e. Within ten (10) school days of receipt of the dispute resolution request, the MCOE Foster Youth Coordinator will contact the party that did not submit the request (either the District or DSS) identifying the subject matter of the dispute and inviting that party to submit any information pertinent to the dispute. The party will have ten (10) school days to submit its explanation of the dispute, with all pertinent facts. Documents submitted by either party after the applicable deadlines will not be considered.
 - f. The panel shall make a final decision within thirty (30) calendar days of receiving all information related to the dispute. The MCOE Foster Youth Coordinator will forward the written decision and an explanation of that decision to the appropriate parties at both the District and DSS.
 - g. The decision of the panel shall be final.
2. If a foster youth, Educational Rights Holder, biological parent, foster parent, or another representative of a foster child wishes to file a complaint, they will follow this procedure:
- a. In regard to the transportation arrangements that have or have not been made on the student's behalf, a complaint shall be made through the Uniform Complaint Procedures (UCP) process. Each District must adopt UCP compliant policies and procedures consistent with the California Code of Regulations, Title 5 Sections 4600–4687, and designate a staff member to be responsible for receiving, investigating and resolving complaints. This information is commonly found on the District website, but the District Foster Care POC can also be requested to provide the details of their District policy.
3. The following shall apply while either of the above-mentioned complaint processes are being conducted:
- a. The student shall remain in the School of Origin as required by ESSA.
 - b. Transportation shall be provided as agreed to in Sections 3 and 4 above while the dispute process is pending.

Section 7: Termination

1. Any party may terminate this Agreement without penalty by providing thirty (30) calendar days written notice. Notice shall be deemed served on the date of mailing to the following address:
MCOE - Foster Youth Services Coordinating Program
ATTN: Justin Parker, MCOE-FYSCP Coordinator
901 Blanco Circle
Salinas, CA 93901
2. All costs incurred or requiring reimbursement by parties associated with said agreement will be mutually resolved upon termination of this agreement.
 - a. An invoice will be prepared and circulated for verification by all parties to identify any outstanding costs associated with agreement, and signed by all parties.

Section 8. Term

The term of this Agreement shall begin upon execution by the parties and continue through June 30, 2026. However, if the California Department of Education ("CDE") issues a state foster youth transportation plan prior to the expiration of this Agreement, any party to this Agreement will have thirty (30) calendar days to submit a written request to the other parties to meet and confer in good faith to revise this Agreement in accordance with the state's foster youth transportation plan.

Section 9: Confidentiality

All parties associated with the Agreement agree to abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Education Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, Federal Aviation Regulations, and the Healthy Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all students rights provisions are satisfied, and maintaining the confidentiality of patient records.

Section 10: Indemnity

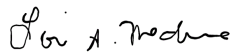
Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, brought by any person or persons for or on account of any loss, damage, or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons except such liability caused by sole negligence, active negligence or willful misconduct.

Section 11: Counterparts

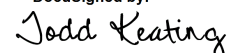
This Memorandum of Understanding may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. A signature delivered by facsimile or other electronic transmission shall be deemed an original signature.

Section 12: Signatures

Signatures by Department Heads or Authorized Designees

DocuSigned by:

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 5/20/2024 | 8:07 AM PDT

Lori A. Medina, Director
 Monterey County Department of Social Services
 Date

DocuSigned by:

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 5/17/2024 | 5:34 PM PDT

Todd Keating, Chief of Probation
 Monterey County Probation Department
 Date

DocuSigned by:

Dr. Deneen Guss

5/16/2024 | 9:46 AM PDT

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Dr. Deneen Guss, Superintendent
Monterey County Office of Education
Superintendent@montereycoe.org

Date

DocuSigned by:

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5/17/2024 | 3:38 PM PDT

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County of Monterey
County Counsel

Date

DocuSigned by:

Jennifer Forsyth

5/17/2024 | 5:14 PM PDT

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County of Monterey
Auditor/Controller

Date

District Signatures (by Superintendent or Designee)

Name and Title	Signature	Date
Alisal School District		

Name and Title	Signature	Date
Big Sure Unified School District		

Name and Title	Signature	Date
Bradley Union School District		

Name and Title	Signature	Date
Carmel Unified School District		

Name and Title	Signature	Date
Chualar Union School District		

Name and Title	Signature	Date
Gonzales Unified School District		

Name and Title	Signature	Date
Graves Unified School District		

Name and Title	Signature	Date
Greenfield Union School District		

Name and Title	Signature	Date
King City Union School District		

Name and Title	Signature	Date
Lagunita School District		

Name and Title	Signature	Date
Mission Union School District		

Name and Title	Signature	Date
Monterey Peninsula Unified School District		

Name and Title	Signature	Date
North Monterey County Unified School District		

Name and Title	Signature	Date
Pacific Grove Unified School District		

Name and Title	Signature	Date
Salinas City Elementary School District		

Name and Title	Signature	Date
Salinas Union High School District		

Name and Title	Signature	Date
San Antonio Union School District		

Name and Title	Signature	Date
San Ardo Union School District		

Name and Title	Signature	Date
San Lucas Union School District		

Name and Title	Signature	Date
Santa Rita Union School District		

Name and Title	Signature	Date
Soledad Unified School District		

Name and Title	Signature	Date
South Monterey County Joint Union High School District		

Name and Title	Signature	Date
Spreckels Unions School District		

Name and Title	Signature	Date
Washington Union School District		

Appendix A: Definitions

1. **Additional Costs:** Costs incurred in providing transportation to the School of Origin reflect the difference between what an Local Educational Agency (LEA) otherwise would spend to transport a student to his or her assigned school and the cost of transporting a student in foster care to their School of Origin. For example, if the LEA provides transportation through an established bus route, there is no additional cost. If the LEA provides special transportation only for the child in foster care (e.g., through a private vehicle or transportation company), the difference between the special transportation costs and the usual transportation costs can be considered additional. If the LEA must re-route busses to transport a child in foster care to one of its schools, the cost of this rerouting can be considered additional cost.

2. **Best Interest Determination:** Under federal and California law, a child in foster care shall remain or enroll in their School of Origin, unless a determination is made that it is not in the student's best interest to attend the School of Origin. Factors to consider when determining if maintaining School of Origin enrollment is in the foster student's best interest include but are not limited to: preferences of the child; preferences of the students parent(s) or education decision maker(s); the students attachment to the school, including meaningful relationships with staff and peers; placement of the students sibling(s); influence of the school climate on the child, including safety; the availability and quality of the services in the school to meet the students educational and socio-emotional needs; history of school transfers and how they have impacted the child; how the length of the commute would impact the student, based on the students developmental stage.

3. **Foster Youth:** Pursuant to recent revisions to EC Section 42238.01(b), the following student and youth are considered "foster youth" for purposes of the LCFE:
 - a. A child or youth who is the subject of a petition filed under Welfare and Institutions Code (WIC) Section 300 (meaning a court has taken jurisdiction over a child and declared the child to be a dependent of the court due to the presence or risk of abuse or neglect). This includes both student who are living at home while a dependent of the court as well as student who the court has ordered to be removed into the care, custody and control of a social worker for placement outside the home.
 - b. A child or youth who is the subject of a petition filed under WIC Section 602 (meaning a court has taken jurisdiction over a child and declared the child to be a ward of the court due to the student's violation of certain criminal laws) and has been ordered by a court to be removed from home pursuant to WIC Section 727 and placed in foster care as defined by WIC Section 727.4(d).
 - c. A youth between ages 18 and 21 who is enrolled in high school, is a non-minor dependent under the placement responsibility of child welfare, probation, or a tribal organization participating in an Agreement pursuant to WIC Section 10553.1, and is participating in a transitional living case plan.

4. **DSS:** County Child Welfare Services or County Juvenile Probation, whichever has jurisdiction over a foster youth's court case.

5. School of Origin: Per California Education Code Section 48853.5 (g), the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the educational Point of Contact, in consultation with, and with the Agreement of, the foster child and the person holding the right to make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the School of Origin.

6. School District of Origin: The District that operates the School of Origin

Appendix B: References

ESSA Foster Care Non-Regulatory Guidance

California Education Code 48853.5

Public Law 114-95

Public Law 110-351.

All County Letter 17-24 (2017)

All County Letter 12-70 (2012)

All County Letter 11-51 (2011)

All County Letter 10-12 (2010)

Appendix C: Points of Contact

2023-2024 Monterey County District Foster Liaisons and Agency Contacts							
Grade	District	Mailing Address	City, State, Zip	Liaison	Phone #	Fax #	email
K-6	Alisal USD	1441 Del Monte Avenue	Salinas, CA 93905	Diana Garcia	831-753-5700 X 2055	831-753-5269	diana.garcia@aisal.org
K-8	Bay View Academy Charter	190 Seeno St.	Monterey, CA 93940	Cathy Gomes	831-717-4630	831-717-4261	cathy.gomes@bayview-academy.org
K-8	Bay View Academy Charter	190 Seeno St.	Monterey, CA 93940	Daisy Perez	831-717-4630	831-717-4261	daisy.perez@bayview-academy.org
K-12	Big Sur USD	69325 Highway 1	Big Sur, CA 93920	Dr. Debbie Gold	805-927-4507	805-927-8123	debbie.gold@bigsurunified.org
K-8	Big Sur Charter School	304 Foam Street	Monterey, CA 93940	Christin Stang Lopez	831-324-4573	831-324-4573	christin@bigsurcharterschool.org
K-8	Bradley USD	P.O. Box 60	Bradley, CA 93426	Josh Van Norman	805-472-2310	805-472-2339	jvanorman@bradleyusd.org
K-12	Carmel USD	P.O. Box 222700	Carmel, CA 93922	Cassandra Ziskind, Ed.D.	831-624-1546 x 2081	831-620-1052	cziskind@carmelunified.org
K-8	Chualar USD	P.O. Box 188	Chualar, CA 93925	Tina Vasquez	831-679-2504 X 113	831-679-2071	tvasquez@chualarusd.org
9-12	Drummond/Muir Charter@ Rancho Cielo	710 Old Stage Rd.	Salinas, CA 93906	Edna Valdez	831-998-6316	831-444-3516	evaldez@ranchocieloyc.org
K-12	Gonzales USD	P.O. Box G	Gonzales, CA 93926	Candice Camacho	831-675-0100 X 8117	831-675-1172	c.camacho@gonzales.k12.ca.us
	Gonzales USD	P.O. Box G	Gonzales, CA 93926	Sonia Vallejo	831-675-0100 x 8109		SVallejo@gonzales.k12.ca.us
K-8	Graves USD	15 McFadden Road	Salinas, CA 93908	Michelle Ross	831-422-6392		mross@gravesschool.net
K-8	Greenfield USD	493 El Camino Real	Greenfield, CA 93927	Kristine Vasquez	831-674-2840 ext 2088	831-674-3712	kvasquez@greenfield.k12.ca.us
K-8	Greenfield USD	493 El Camino Real	Greenfield, CA 93927	Tony Amezcua	831-674-2840 ext 2088	831-674-3712	tamezcua@greenfield.k12.ca.us
K-8	International School	1720 Yosemite St	Seaside, CA 93955	Jessica Allen	831-583-2165	831-899-7653	jallen@ismonterey.org
K-8	King City USD	435 Pearl Street	King City, CA 93930	Jennifer Ruby	831-385-2940 ext.3016	831-385-6905	jruby@kcusd.org
K-8	Lagunita USD	975 San Juan Grade Rd	Salinas, CA 93907	Daniel Stonebloom	831-449-2800	831-449-9671	dstonebloom@lagunitadistrict.org
7-12	Learning for Life Charter School	3180 Imjin Road, Suite 110	Marina, CA 93933	Kenneth Lawrence Emanuel	831-582-9003	831-582-9003	kennethl@lflcs.org
7-12	Learning for Life Charter School	3180 Imjin Road, Suite 110	Marina, CA 93933	Maribel Perez Santos	831-582-9820	831-582-9003	maribelps@lflcs.org
K-8	Mission USD	36825 Foothill Road	Soledad, CA 93960	Sandra Shreve	831-678-3524	831-678-0491	sshreve@missionusd.org
2-8	Monterey Bay Charter School	1004 David Avenue	Pacific Grove, CA 93950	Jazmin Ventura	831-655-4638		j.ventura@mbcharterschool.org
2-8	Monterey Bay Charter School	1004 David Avenue	Pacific Grove, CA 93950	Felicia Nance	831-655-4638		f.nance@mbcharterschool.org
K-12	Mo Co Home Charter Sch	901 Blanco Circle	Salinas, CA 93901	Ana Hernandez	831-755-0331	831-755-0837	anahernandez@montereycoe.org
COE	Monterey COE	901 Blanco Circle	Salinas, CA 93901	Justin Parker	831-784-4227	831-755-0840	juparker@montereycoe.org
COE	Monterey COE	901 Blanco Circle	Salinas, CA 93901	Fabiola Rufino	831-755-0300 ext 1019		frufino@montereycoe.org
COE	Monterey COE	901 Blanco Circle	Salinas, CA 93901	Gloria Ramos- Student data/records	831-755-0300 ext. 1667	831-755-0840	gramos@montereycoe.org
6-12	MCOE - Alterntative Ed	P.O. Box 80851	Salinas, CA 93912-0851	Laura Amezcua	831-784-4228	831-758-9410	amezcua@montereycoe.org
pk-12	MC Special Education	P.O. Box 80851	Salinas, CA 93912	Anabel Denis	831-755-0300 ext. 028	831-769-0732	andenis@montereycoe.org
Pre K	MC Early Learning Program	901 Blanco Circle	Salinas, CA 93901	Lizbeth Gomez	(831) 755-6490		lilgomez@montereycoe.org
K-8	Monterey Pen USD	P.O. Box 1030	Monterey, CA 93942-1031	Carlos Diaz	831-392-3928	831-392-3928	cdiaz@mpusd.k12.ca.us
K-12	Monterey Pen USD	200 Coe Avenue	Seaside, CA 93955	Aaron Wood	831-901-7413		awood@mpusd.k12.ca.us
K-12	North Monterey County USD	10601 McDougall St. (FRC site)	Castroville, CA 95012	Diana Castellanos	831-633-5975	831-633-5981	diana_castellanos@nmcusd.org
K-6	Oasis Charter School	1135 Westridge Parkway	Salinas, CA 93907	Mariana Amador	831-424-9003		marianaamador@oasischarterschool.org
	Open Door Charter School	901 Blanco Circle	Salinas, CA 93901	Jocelyn Rios			jrios@montereycoe.org
K-12	Pacific Grove USD	435 Hillcrest Avenue	Pacific Grove, CA 93950	Yolanda Cork-Anthony	831-646-6523	831-646-6500	ycorkanthony@pgusd.org
K-6	Salinas City Elem SD	840 South Main St	Salinas, CA 93901	Juan Garcia	831-784-2227	831-753-5610	juan.garcia@salinacity.k12.ca.us
7-12	Salinas UHSD	1155 East Alisal St. H3	Salinas, CA 93905	Alma Pio-Garcia	831-796-7867 (press 7)		alma.piogarcia@salinasuhsd.org
K-8	San Antonio USD	P.O. Box 5000	Lockwood, CA 93932-5000		831-385-3051	831-385-4240	
K-8	San Ardo USD	P.O. Box 170	San Ardo, CA 93450	Catherine Reimer	831-627-2520	831-627-2078	creimer@monterey.k12.ca.us
K-8	San Lucas USD	P.O. Box 310	San Lucas, CA 93954-0310	Jessica Riley	831-382-4426	831-382-4088	jiriley@montereycoe.org
K-8	Santa Rita USD	57 Russell Road	Salinas, CA 93906-4325	Summer Prather-Smith	831-443-7200		sprather@santaritaschools.org
K-8	Santa Rita USD	57 Russell Road	Salinas, CA 93906	Blanca Valverde	831-235-6329		bvalverde@santaritaschools.org
K-12	Soledad Unified	1261 Metz Road	Soledad, CA 93960	Alxis De La Rosa	831-678-3987	831-678-2866	adelarosa@soledad.k12.ca.us
K-12	Soledad Unified	441 Main Street	Soledad, CA 93960	Artemisa Delgado	831-678-6400 ext. 44412	831-540-0191	adelgado@soledad.k12.ca.us
9-12	So Mo Co JUHSD	800 Broadway Street	King City, CA 93930	Paige Leebrick	831-385-4661	831-385-0643	pleebbrick@smcjuhsd.org
K-8	Spreckels USD	P.O. Box 7308	Spreckels, CA 93962	Eric Tarallo	831-455-8936	831-455-8832	etarallo@spreckelsdistrict.org
K-8	Washington USD	43 San Benancio Road	Salinas, CA 93908	Joe Carnazzo	831-484-1172	831-484-2828	icarnazzo@washingtonusd.org
OTHER AGENCIES/CONTACTS:							
	Mo Co Dept of Soc. Svcs	1000 So. Main Street	Salinas, CA 93901	Jose Gil-Hernandez	831-755-4450	831-784-5605	Gil-HernandezJ@countyofmonterey.gov
	Mo Co Probation Dept.	1422 Natividad Rd.	Salinas, CA 93906	Marlo Mendoza	831-755-3942	831-755-3937	mendoza@countyofmonterey.gov
NEIGHBORING COUNTIES:							
	Santa Cruz COE FYS Coord	400 Encinal St.	Santa Cruz, CA 95060	Kim Corneille	831-466-5665	831-466-5730	kcorneille@santacruzcoe.org
	San Benito COE	191 Alvarado St.	Hollister, CA 95023	Gwen Baquiran	831-637-9269 ext. 224	831-636-8408	gbaquiran@sbcoe.org
HIGHER EDUCATION FOSTER STUDENT CONTACTS:							
	Cabrillo College	6500 Soquel Dr.	Aptos, Ca 95003	Keyiona Ritchey	831-479-6115		keritche@cabrillo.edu
	Cabrillo College	6500 Soquel Dr.	Aptos, CA 95003	Carrie Shevchenko	831-479-6115		Cashevch@cabrillo.edu
	CSUMB	100 Campus Center, Rm 116	Seaside, CA 93955	Karla Gallo	831-582-5084	831-582-3663	kgallo@csumb.edu
	Hartnell College	411 Central Ave.	Salinas, CA 93901	Maricela Lemus	831-755-6944	831-770-7014	mlemus@hartnell.edu
	Hartnell College	411 Central Ave.	Salinas, CA 93901	Celina Castillo	831-759-6956	831-770-7014	ccastillo@hartnell.edu
	MPC	980 Fremont St.	Monterey, CA 93940	Jenna Koch	831-646-4247	831-646-3000	jkoch@mpc.edu

Last edited: 7/14/23 3:30 PM by Justin

Monterey County Office of Education
 Foster Youth Services Coordinating Program (MCOE FYSCP)
IV-E Education Transportation Reimbursement Request
 Upon Execution through June 30, 2026

QUARTERLY INVOICE

Bill To: **Monterey County Department of Social Services**
 Attn: Sara Sturtevant, Program Analyst
 1000 S Main St., Ste 206
 Salinas CA 93901

CC: MCOE Foster Youth Services Coordinating Program
 MC DSS AP - 501-MCDSSAccountsPayable@co.monterey.ca.us

Invoice No.: _____

Invoice Period: Mar.2024, Q3

Remit To: Monterey County Office of Education (MCOE)
 901 Blanco Circle
 Salinas, CA 93901

	Budget	\$150,000.00
Ending Budget Balance from Prior invoice		\$150,000.00
Total of Current Invoice		\$ (20.00)
Total Ending Budget Balance		\$149,980.00

Ref: Agreement No.: A-14430 Interagency Transportation Agreement (2023-2025)

Select Drop Down for District	Foster Youth Name	Transportation Period	Vendor	Vendor Invoice #	Transportation Cost	50%	50%
						MCOE Match	DSS Paid to MCOE
Alisal Union School District	John Doe	Jan 1 - 21, 2024	MST	MST-1111	\$ 40.00	\$ 20.00	\$ 20.00
Select District							
Select District							
Select District							
Select District							
Select District							
Select District							
TOTAL PROGRAM COST					\$ 40.00	\$ 20.00	\$ 20.00

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract. In addition I certify that the funds used as the county share meet all requirements for matching federal Title IV-E and are not used as match for any other fund source.

 Authorized Signature Print Name / Title Date

Approved for Payment:

 Authorized County Representative Print Name / Title Date

Appendix C: Points of Contact

Transportation Plan to Ensure School Stability for Students
in Foster Care

MEMORANDUM OF UNDERSTANDING

Upon Execution – June 30, 2025

between

MONTEREY COUNTY DEPARTMENT OF SOCIAL
SERVICES

and

MONTEREY COUNTY PROBATION DEPARTMENT

and

MONTEREY COUNTY OFFICE OF EDUCATION

Appendix C: Points of Contact

INTERAGENCY AGREEMENT

Transportation Plan to Ensure School Stability for Students in Foster Care between the County of Monterey and Local Educational Agencies

This document constitutes an Interagency Agreement between the Monterey County Department of Social Services (DSS), the Monterey County Probation Department (Probation), the Monterey County Office of Education (MCOE).

Section 1: Intent

It is the intent of the parties that this Agreement function as the procedures governing how transportation to maintain foster youth¹ in their School of Origin when it is in their best interest as required by the Every Student Succeeds Act (“ESSA”) (114 P.L. 95, 129 Stat.1856). The Agreement will be in effect upon execution by the parties through June 30, 2025 and will be renewed and/or amended as detailed below. (see Section 7. Term)

Under this agreement, DSS delegates its responsibilities to MCOE to coordinate and reimburse individual school districts for DSS’ share of transportation costs.

Section 2: Scope of Services

1. This Agreement clearly identifies the roles and responsibilities of each party for pupil transportation, supervision and scheduling of program events, and use of facilities and equipment as it pertains to foster youth.
2. The parties agree to the following definitions as part of this Agreement as noted in **Appendix A**.
3. The parties agree to follow all program guidance as referenced in **Appendix B**.

Section 3: Responsibilities

1. Identifying Foster Youth
 - a. DSS will make a good faith effort to notify MCOE within two (2) school days upon learning that a foster youth has been placed into foster care or will be moved to a new foster care placement. MCOE will subsequently notify the School District of Origin’s Foster Youth Point of Contact (POC), see **Appendix C**.
2. Best Interest Determination
 - a. Upon receiving notification that a student has entered foster care or has changed foster care placement, MCOE, in accordance with California Education Code Section 58853.5, will consult with the student and their Educational Rights Holder (ERH) to determine whether it is in the best interest of the student to remain in his or her School of Origin. When it is determined to be in a student’s best interest to remain in his or her School of Origin, MCOE, District and DSS will collaborate

¹ See Appendix A for definition

Appendix C: Points of Contact

under this Agreement to establish the most cost-effective transportation arrangements available for the student within five (5) school days of the best interest determination being made.

3. MCOE: Assess available options to address transportation needs

a. MCOE will:

i. Attend Child and Family Team (CFT) meeting to assist in determination of school placement

ii. Request a copy of the Educational Stability Plan determination from DSS which shall include determination of eligibility for Title IV-E

iii. Request that the District Foster Youth POC assess whether the child is eligible for transportation services under another entitlement, such as a related service included in their IEP or 504 Plan

b. MCOE will request that the District provide and fund transportation if the student is eligible under Title I funding, as provided by the Every Student Succeeds Act (ESSA), or the Individuals with Disabilities Education Act (IDEA).

c. MCOE will request that the District examine existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route and any other no-cost or low-cost options. Transportation will be provided and funded by District if such a solution is available. If no such solution is available, refer to 3(d), 3(e), 3(f), or 3(g).

d. MCOE will collaborate to provide transportation to the School of Origin when a foster youth resides outside of the boundaries of the School District of Origin. This can include but is not limited to Districts modifying and connecting cross-district routes, or one District providing transportation to the School of Origin, while the other provides transportation from the School of Origin.

e. Districts shall pay 50% of the actual cost to transport, related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines. DSS shall pay the remaining 50% of the costs related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines.

f. District POC will notify DSS caseworker and MCOE when the above-mentioned options are not available, or when further collaboration is necessary to set-up transportation.

g. MCOE may provide Monterey Salinas Transit bus passes as approved by the assigned DSS case manager, when appropriate and necessary to the Foster Youth Pupil to remain at their School of Origin under ESSA guidelines.

4. DSS: Assess available options to address transportation needs

a. When the District has exhausted all available no-cost and low-cost options as referenced in Section 3. Responsibilities above, the DSS will take the following steps:

Appendix C: Points of Contact

- i. If the student is eligible for Title IV-E funds², DSS will seek reimbursement from federal child welfare reimbursement dollars under Title IV-E of the Social Security Act for the allowable portion of those transportation costs.
- ii. DSS will assess whether resources are available for foster care parents to provide transportation with mileage reimbursement to the School of Origin; to a stop on the School of Origin's existing bus route; provision of bus passes or public transportation vouchers; or a contract with a private transportation service.
- iii. Transportation will be provided and funded by DSS if such a solution is available.
- iv. DSS will assess whether resources are available for Group Homes or Short-Term Residential Therapeutic Program (STRTPs) to provide transportation to the School of Origin.
- v. DSS shall pay the remaining 50% of costs related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines and as appropriate to this Agreement.
- vi. DSS will notify the District and MCOE via email and in writing if none of the above-mentioned options are available and further collaboration is necessary.

5. Resolve remaining obstacles and additional costs

- a. If all actions outlined in Section 3. Responsibilities above have been taken and there remains a need to work out further details to arrange transportation, the District of the School of Origin will be responsible for making the final transportation arrangements, and District agrees to pay the additional costs.
- b. MCOE, District or DSS may choose at any time to voluntarily share in this cost or take sole responsibility for such costs.
- c. MCOE, District or DSS shall have the right under this Agreement to provide an alternate form of transportation at a lower cost as long as it serves the students best interest.

Section 4: Transportation

1. Timing of implementing transportation
 - a. District will have five (5) school days after the best interest determination has been finalized to put needed transportation in place. In the interim, the DSS and the District will provide transportation per 34 CFR 299.13(c)(1)(ii).

² To be eligible for Title IV-E reimbursement, the child must meet all eligibility requirements under Title IV-E of the Social Security Act for foster care. For more information on what makes a child "IV-E eligible," please refer to the "Foster Care & Education Issue Brief," page 8.

Appendix C: Points of Contact

2. Duration of transportation

- a. Transportation will be provided for the duration of the student's time in foster care as long as it continues to be in the student's best interest to remain in the School of Origin.
- b. If a child exits foster care before the end of a school year, transportation to the School of Origin will be maintained through the end of the school year in order to maintain the student's educational stability, when possible.

3. Foster Youth enrolled out of county, or under the jurisdiction of an out of County juvenile court

- a. Transportation arrangements for students in foster care and under the jurisdiction of a county other than Monterey:

- i. MCOE will notify the Monterey County School District of Origin immediately via email and in writing upon learning that a foster youth enrolled in their district, and under the jurisdiction of another county, will be moved to a new foster care placement.
- ii. MCOE will provide the caseworker's contact information to the District Foster Youth POC whenever possible in order to facilitate communication between the other county agency and the District.
- iii. MCOE will provide a copy of this Agreement to the other county's DSS for reference.
- iv. Whenever possible, District will apply these procedures in order to provide transportation to the School of Origin.

- b. Transportation Arrangements for Monterey County foster youth enrolled in schools outside of Monterey County:

- i. DSS will notify MCOE within two (2) school days upon learning that a foster youth enrolled in school outside of Monterey County will be moved to a new foster care placement. MCOE will notify the School District of Origin's Foster Youth POC. See **Appendix C**, Point of Contact.
- ii. MCOE will provide the School District of Origin the contact information for the student's caseworker in order to facilitate communication between our DSS and the School District of Origin.
- iii. MCOE will provide the other county's School District of Origin a copy of this Agreement for reference.
- iv. Whenever possible, DSS and District will apply these procedures in order to provide transportation to the School of Origin.

Section 5: Payment Provisions

MCOE shall submit invoices quarterly, by the 20th following the end of the quarter in the form set forth in **Attachment A**, Invoice. Invoices will be submitted for reimbursement for costs incurred as outlined in Section 3 of this agreement for transportation costs for

Appendix C: Points of Contact

foster care children. MCOE will match 50% of the transportation costs, invoicing DSS for the remaining 50%. DSS shall certify the invoice, either in the requested amount or in such other amount as DSS approves in conformity with this Agreement and shall promptly submit such invoice to the Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

The total amount payable by DSS to MCOE for the period from execution to June 30, 2026 for Title IV-E shall not exceed **one hundred fifty thousand dollars(\$150,000)**. MCOE agrees that this funding will be used to reimburse MCOE for DSS's transportation share of cost (50%) as outlined in Section 3 of this agreement.

Section 6: Dispute Resolution

1. If MCOE and DSS cannot resolve a dispute about transportation costs, they will follow this procedure:

- a. Districts and DSS must make every effort to collaborate in serving student in foster care. When a dispute arises between the agencies over paying the costs of transportation, the District and DSS must make every effort to resolve the dispute collaboratively at the local level.
- b. Under no circumstances shall the dispute delay or interrupt the provision of transportation for a child to the School of Origin. To ensure no such disruption, the agency that had been paying for transportation prior to the dispute will continue to pay until the dispute is resolved. If transportation was not provided previously, the District of the School of Origin will arrange and provide the transportation and DSS will reimburse the District for additional costs, until the payment disputes have been resolved.
- c. Disputes between Districts and DSS regarding implementing the local transportation procedures, calculating and paying for additional costs of transportation to the School of Origin for student in foster care, or other inter-agency transportation disputes will be resolved by a three-person panel including a Monterey County Office of Education (MCOE) representative, a District representative, and a representative of the DSS.
- d. Either a District or a DSS can bring a transportation payment dispute to MCOE by submitting a dispute resolution request in an email to the MCOE Foster Youth Coordinator to arrange an inter-agency Administrative Panel Hearing with the subject "Foster Child Transportation Dispute." The dispute resolution request must include:
 - i. A complete explanation of the basis of the dispute, with all pertinent facts.
 - ii. The name and contact information of the people who have been addressing the dispute thus far on behalf of both the District and the DSS (phone, email and mailing address).
 - iii. Details of how the agencies have attempted to resolve the dispute at the local level prior to appealing to the Monterey County Office of Education.

Appendix C: Points of Contact

- e. Within ten (10) school days of receipt of the dispute resolution request, the MCOE Foster Youth Coordinator will contact the party that did not submit the request (either the District or DSS) identifying the subject matter of the dispute and inviting that party to submit any information pertinent to the dispute. The party will have ten (10) school days to submit its explanation of the dispute, with all pertinent facts. Documents submitted by either party after the applicable deadlines will not be considered.
- f. The panel shall make a final decision within thirty (30) calendar days of receiving all information related to the dispute. The MCOE Foster Youth Coordinator will forward the written decision and an explanation of that decision to the appropriate parties at both the District and DSS.
- g. The decision of the panel shall be final.
2. If a foster youth, Educational Rights Holder, biological parent, foster parent, or another representative of a foster child wishes to file a complaint, they will follow this procedure:
- a. In regard to the transportation arrangements that have or have not been made on the student's behalf, a complaint shall be made through the Uniform Complaint Procedures (UCP) process. Each District must adopt UCP compliant policies and procedures consistent with the California Code of Regulations, Title 5 Sections 4600–4687, and designate a staff member to be responsible for receiving, investigating and resolving complaints. This information is commonly found on the District website, but the District Foster Care POC can also be requested to provide the details of their District policy.
3. The following shall apply while either of the above-mentioned complaint processes are being conducted:
- a. The student shall remain in the School of Origin as required by ESSA.
- b. Transportation shall be provided as agreed to in Sections 3 and 4 above while the dispute process is pending.

Section 7: Termination

1. Any party may terminate this Agreement without penalty by providing thirty (30) calendar days written notice. Notice shall be deemed served on the date of mailing to the following address:
- MCOE - Foster Youth Services Coordinating Program
ATTN: Justin Parker, MCOE-FYSCP Coordinator
901 Blanco Circle
Salinas, CA 93901
2. All costs incurred or requiring reimbursement by parties associated with said agreement will be mutually resolved upon termination of this agreement.
- a. An invoice will be prepared and circulated for verification by all parties to identify any outstanding costs associated with agreement, and signed by all parties.

Appendix C: Points of Contact

Section 8. Term

The term of this Agreement shall begin upon execution by the parties and continue through June 30, 2026. However, if the California Department of Education ("CDE") issues a state foster youth transportation plan prior to the expiration of this Agreement, any party to this Agreement will have thirty (30) calendar days to submit a written request to the other parties to meet and confer in good faith to revise this Agreement in accordance with the state's foster youth transportation plan.

Section 9: Confidentiality

All parties associated with the Agreement agree to abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Education Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, Federal Aviation Regulations, and the Healthy Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all students rights provisions are satisfied, and maintaining the confidentiality of patient records.

Section 10: Indemnity

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, brought by any person or persons for or on account of any loss, damage, or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons except such liability caused by sole negligence, active negligence or willful misconduct.

Section 12: Signatures

Signatures by Department Heads or Authorized Designees:

<p>Lori A. Medina, Director Monterey County Department of Social Services</p>	<p><small>DocuSigned by:</small> <i>Lori A. Medina, DSS Director</i> <small>DF027950448749D...</small></p> <hr/> <p>Signature</p>	<p>3/6/2024 9:16 AM PST</p> <hr/> <p>Date</p>
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<p>Todd Keating, Chief of Probation Monterey County Probation Department</p>	<p><small>DocuSigned by:</small> <i>Todd Keating</i> <small>54A4CC3FF2984CB...</small></p> <hr/> <p>Signature</p>	<p>1/10/2024 2:13 PM PST</p> <hr/> <p>Date</p>
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Appendix C: Points of Contact

Dr. Deneen Guss, Superintendent
Monterey County Office of
Education
Superintendent@montereycoe.org

DocuSigned by:

Deneen Guss

1/5/2024 | 2:55 PM PST

Signature

Date

County of Monterey
County Counsel

DocuSigned by:

Anne Brenton, County Counsel

11:55 AM PST

07025F3AA36B4A4...

Signature

Date

County of Monterey Auditor
/Controller

DocuSigned by:

Ma Mon

1/10/2024 | 1:34 PM PST

2617DD077D65495...

Signature

Date

^{DS}
BC

Appendix C: Points of Contact

Appendix A: Definitions

1. **Additional Costs:** Costs incurred in providing transportation to the School of Origin reflect the difference between what an Local Educational Agency (LEA) otherwise would spend to transport a student to his or her assigned school and the cost of transporting a student in foster care to their School of Origin. For example, if the LEA provides transportation through an established bus route, there is no additional cost. If the LEA provides special transportation only for the child in foster care (e.g., through a private vehicle or transportation company), the difference between the special transportation costs and the usual transportation costs can be considered additional. If the LEA must re-route busses to transport a child in foster care to one of its schools, the cost of this rerouting can be considered additional cost.
2. **Best Interest Determination:** Under federal and California law, a child in foster care shall remain or enroll in their School of Origin, unless a determination is made that it is not in the student's best interest to attend the School of Origin. Factors to consider when determining if maintaining School of Origin enrollment is in the foster student's best interest include but are not limited to: preferences of the child; preferences of the students parent(s) or education decision maker(s); the students attachment to the school, including meaningful relationships with staff and peers; placement of the students sibling(s); influence of the school climate on the child, including safety; the availability and quality of the services in the school to meet the students educational and socio-emotional needs; history of school transfers and how they have impacted the child; how the length of the commute would impact the student, based on the students developmental stage.
3. **Foster Youth:** Pursuant to recent revisions to EC Section 42238.01(b), the following student and youth are considered "foster youth" for purposes of the LCFF:
 - a. A child or youth who is the subject of a petition filed under Welfare and Institutions Code (WIC) Section 300 (meaning a court has taken jurisdiction over a child and declared the child to be a dependent of the court due to the presence or risk of abuse or neglect). This includes both student who are living at home while a dependent of the court as well as student who the court has ordered to be removed into the care, custody and control of a social worker for placement outside the home.
 - b. A child or youth who is the subject of a petition filed under WIC Section 602 (meaning a court has taken jurisdiction over a child and declared the child to be a ward of the court due to the student's violation of certain criminal laws) and has been ordered by a court to be removed from home pursuant to WIC Section 727 and placed in foster care as defined by WIC Section 727.4(d).
 - c. A youth between ages 18 and 21 who is enrolled in high school, is a non-minor dependent under the placement responsibility of child welfare, probation, or a tribal organization participating in an Agreement pursuant to WIC Section 10553.1, and is participating in a transitional living case plan.
4. **DSS:** County Child Welfare Services or County Juvenile Probation, whichever has jurisdiction over a foster youth's court case.

Appendix C: Points of Contact

5. School of Origin: Per California Education Code Section 48853.5 (g), the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the educational Point of Contact, in consultation with, and with the Agreement of, the foster child and the person holding the right to make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the School of Origin.

6. School District of Origin: The District that operates the School of Origin

Appendix C: Points of Contact

Appendix B: References

ESSA Foster Care Non-Regulatory Guidance

California Education Code 48853.5

Public Law 114-95

Public Law 110-351.

All County Letter 17-24 (2017)

All County Letter 12-70 (2012)

All County Letter 11-51 (2011)

All County Letter 10-12 (2010)

Appendix C: Points of Contact

2023-2024 Monterey County District Foster Liaisons and Agency Contacts							
Grade	District	Mailing Address	City, State, Zip	Liaison	Phone #	Fax #	email
K-6	Alisal USD	1441 Del Monte Avenue	Salinas, CA 93905	Diana Garcia	831-753-5700 X 2055	831-753-5269	diana.garcia@alisal.org
K-8	Bay View Academy Charter	190 Seeno St.	Monterey, CA 93940	Cathy Gomes	831-717-4630	831-717-4261	cathy.gomes@bayview-academy.org
K-8	Bay View Academy Charter	190 Seeno St.	Monterey, CA 93940	Daisy Perez	831-717-4630	831-717-4261	daisy.perez@bayview-academy.org
K-12	Big Sur USD	69325 Highway 1	Big Sur, CA 93920	Dr. Debbie Gold	805-927-4507	805-927-8123	debbie.gold@bigsurunified.org
K-8	Big Sur Charter School	304 Foam Street	Monterey, CA 93940	Christin Stang Lopez	831-324-4573	831-324-4573	christin@bigsurcharterschool.org
K-8	Bradley USD	P.O. Box 60	Bradley, CA 93426	Josh Van Norman	805-472-2310	805-472-2339	jvanorman@bradleyusd.org
K-12	Carmel USD	P.O. Box 222700	Carmel, CA 93922	Cassandra Ziskind, Ed.D.	831-624-1546 x 2081	831-620-1052	cziskind@carmelunified.org
K-8	Chualar USD	P.O. Box 188	Chualar, CA 93925	Tina Vasquez	831-679-2504 X 113	831-679-2071	vasquez@chualarUSD.org
9-12	Drummond/Muir Charter@ Rancho Cielo	710 Old Stage Rd.	Salinas, CA 93906	Edna Valdez	831-998-6316	831-444-3516	evaldez@ranchocieloyc.org
K-12	Gonzales USD	P.O. Box G	Gonzales, CA 93926	Candice Camacho	831-675-0100 X 8117	831-675-1172	c.camacho@gonzales.k12.ca.us
	Gonzales USD	P.O. Box G	Gonzales, CA 93926	Sonia Vallejo	831-675-0100 x 8109		SVallejo@gonzales.k12.ca.us
K-8	Graves USD	15 McFadden Road	Salinas, CA 93908	Michelle Ross	831-422-6392	831-422-3211	mross@gravesschool.net
K-8	Greenfield USD	493 El Camino Real	Greenfield, CA 93927	Kristine Vasquez	831-674-2840 ext 2088	831-674-3712	vasquez@greenfield.k12.ca.us
K-8	Greenfield USD	493 El Camino Real	Greenfield, CA 93927	Tony Amezcua	831-674-2840 ext 2088	831-674-3712	tamezcua@greenfield.k12.ca.us
K-8	International School	1720 Yosemite St	Seaside, CA 93955	Jessica Allen	831-583-2165	831-899-7653	jallen@ismonterey.org
K-8	King City USD	435 Pearl Street	King City, CA 93930	Jennifer Ruby	831-385-2940 ext.3016	831-385-6905	ruby@kcusd.org
K-8	Lagunita USD	975 San Juan Grade Rd	Salinas, CA 93907	Daniel Stonebloom	831-449-2800	831-449-9671	dstonebloom@lagunitadistrict.org
7-12	Learning for Life Charter School	3180 Imjin Road, Suite 110	Marina, CA 93933	Kenneth Lawrence Emanuel	831-582-9003	831-582-9003	kennethl@lflcs.org
7-12	Learning for Life Charter School	3180 Imjin Road, Suite 110	Marina, CA 93933	Maribel Perez Santos	831-582-9820	831-582-9003	maribelp@lflcs.org
K-8	Mission USD	36825 Foothill Road	Soledad, CA 93960	Sandra Shreve	831-678-3524	831-678-0491	sshreve@missionusd.org
2-8	Monterey Bay Charter School	1004 David Avenue	Pacific Grove, CA 93950	Jazmin Ventura	831-655-4638		jventura@mbcharterschool.org
2-8	Monterey Bay Charter School	1004 David Avenue	Pacific Grove, CA 93950	Felicia Nance	831-655-4638		f.nance@mbcharterschool.org
K-12	Mo Co Home Charter Sch	901 Blanco Circle	Salinas, CA 93901	Ana Hernandez	831-755-0331	831-755-0837	anahernandez@montereycoe.org
COE	Monterey COE	901 Blanco Circle	Salinas, CA 93901	Justin Parker	831-784-4227	831-755-0840	jparker@montereycoe.org
COE	Monterey COE	901 Blanco Circle	Salinas, CA 93901	Fabiola Rufino	831-755-0300 ext 1019		frufino@montereycoe.org
COE	Monterey COE	901 Blanco Circle	Salinas, CA 93901	Gloria Ramos- Student data/records	831-755-0300 ext. 1667	831-755-0840	gramos@montereycoe.org
6-12	MCOE - Alternative Ed	P.O. Box 80851	Salinas, CA 93912-0851	Laura Amezcua	831-784-4228	831-758-9410	amezcua@montereycoe.org
pk-12	MC Special Education	P.O. Box 80851	Salinas, CA 93912	Anabel Denis	831-755-0300 ext. 028	831-769-0732	andenis@montereycoe.org
Pre K	MC Early Learning Program	901 Blanco Circle	Salinas, CA 93901	Lizbeth Gomez	(831) 755-6490		lgomez@montereycoe.org
K-8	Monterey Pen USD	P.O. Box 1030	Monterey, CA 93942-1031	Carlos Diaz	831-392-3928	831-392-3928	cdiaz@mpusd.k12.ca.us
K-12	Monterey Pen USD	200 Coe Avenue	Seaside, CA 93955	Aaron Wood	831-901-7413		awood@mpusd.k12.ca.us
K-12	North Monterey County USD	10601 McDougall St. (FRC site)	Castroville, CA 95012	Diana Castellanos	831-633-5975	831-633-5981	diana_castellanos@nmcusd.org
K-6	Oasis Charter School	1135 Westridge Parkway	Salinas, CA 93907	Mariana Amador	831-424-9003		marianaamador@oasischarterschool.org
	Open Door Charter School	901 Blanco Circle	Salinas, CA 93901	Jocelyn Rios			jrios@montereycoe.org
K-12	Pacific Grove USD	435 Hillcrest Avenue	Pacific Grove, CA 93950	Yolanda Cork-Anthony	831-646-6523	831-646-6500	ycorkanthony@pgusd.org
K-6	Salinas City Elem SD	840 South Main St	Salinas, CA 93901	Juan Garcia	831-784-2227	831-753-5610	juan.garcia@salinascity.k12.ca.us
7-12	Salinas UHSD	1155 East Alisal St. H3	Salinas, CA 93905	Alma Pio-Garcia	831-796-7867 (press 7)	831-796-7889	alma.piogarcia@salinasuhsd.org
K-8	San Antonio USD	P.O. Box 5000	Lockwood, CA 93932-5000		831-385-3051	831-385-4240	
K-8	San Ardo USD	P.O. Box 170	San Ardo, CA 93450	Catherine Reimer	831-627-2520	831-627-2078	creimer@monterey.k12.ca.us
K-8	San Lucas USD	P.O. Box 310	San Lucas, CA 93954-0310	Jessica Riley	831-382-4426	831-382-4088	riley@montereycoe.org
K-8	Santa Rita USD	57 Russell Road	Salinas, CA 93906-4325	Summer Prather-Smith	831-443-7200		sprather@santaritaschools.org
K-8	Santa Rita USD	57 Russell Road	Salinas, CA 93906	Blanca Valverde	831-235-6329		bvalverde@santaritaschools.org
K-12	Soledad Unified	1261 Metz Road	Soledad, CA 93960	Aixis De La Rosa	831-678-3987	831-678-2866	adelarosa@soledad.k12.ca.us
K-12	Soledad Unified	441 Main Street	Soledad, CA 93960	Artemisa Delgado	831-678-6400 ext. 44412	831-540-0191	adelgado@soledad.k12.ca.us
9-12	So Mo Co JUHSD	800 Broadway Street	King City, CA 93930	Paige Leebrick	831-385-4661	831-385-0643	pleebriick@smcjusd.org
K-8	Spreckels USD	P.O. Box 7308	Spreckels, CA 93962	Eric Tarallo	831-455-8936	831-455-8832	etarallo@spreckelsdistrict.org
K-8	Washington USD	43 San Benancio Road	Salinas, CA 93908	Joe Carnazzo	831-484-1172	831-484-2828	fcarnazzo@washingtonusd.org
OTHER AGENCIES/CONTACTS:							
	Mo Co Dept of Soc. Svcs	1000 So. Main Street	Salinas, CA 93901	Jose Gil-Hernandez	831-755-4450	831-784-5605	gil-hernandezj@co.monterey.ca.us
	Mo Co Probation Dept.	1422 Natividad Rd.	Salinas, CA 93906	Marlo Mendoza	831-755-3942	831-755-3937	mendozaamb@co.monterey.ca.us
NEIGHBORING COUNTIES:							
	Santa Cruz COE FYS Coord	400 Encinal St.	Santa Cruz, CA 95060	Kim Corneille	831-466-5665	831-466-5730	kcormeille@santacruzcoe.org
	San Benito COE	191 Alvarado St.	Hollister, CA 95023	Gwen Baquiran	831-637-9269 ext. 224	831-636-8408	gbaquiran@sbcoe.org
HIGHER EDUCATION FOSTER STUDENT CONTACTS:							
Cabrillo	Cabrillo College	6500 Soquel Dr.	Aptos, CA 95003	Keyiona Ritchey	831-479-6115		keritche@cabrillo.edu
Cabrillo	Cabrillo College	6500 Soquel Dr.	Aptos, CA 95003	Carrie Shevchenko	831-479-6115		cashevch@cabrillo.edu
CSUMB	CSUMB	100 Campus Center, Rm 116	Seaside, CA 93955	Karla Gallo	831-582-5084	831-582-3663	kgallo@csumb.edu
Hartnell	Hartnell College	411 Central Ave.	Salinas, CA 93901	Maricela Lemus	831-755-6944	831-770-7014	mlemus@hartnell.edu

Appendix C: Points of Contact

Hartnell	Hartnell College	411 Central Ave.	Salinas, CA 93901	Celina Castillo	831-759-6956	831-770-7014	ccastillo@hartnell.edu
MPC	Monterey Peninsula College	980 Fremont St.	Monterey, CA 93940	Jenna Koch	831-646-4247	831-646-3000	jkoch@mpc.edu
Last edited		7/14/22	3:30 PM	by Justin			



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-16738

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an Interagency Agreement between Monterey County Probation Department, Monterey County Office of Education Foster Youth Services, and participating Monterey County School Districts for \$150,000 to provide transportation for foster youth to their School of Origin upon execution of this Agreement to June 30, 2026; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$15,000) of the original contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of \$165,000.

PASSED AND ADOPTED on this 27th day of February 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Askew

NOES: None

ABSENT: Supervisor Adams

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 27, 2024.

Dated: March 1, 2024
File ID: A 24-054
Agenda Item No.: 57

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

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

SUBJECT: Contract with Positive Behavior Supports Corp. for 24-25SY

DATE: September 5, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the SELPA Master Contract between Pacific Grove Unified School District and Positive Behavioral Supports Corp (PBS, Corp).

BACKGROUND:

The Monterey County Special Education Local Plan Area (SELPA) holds the Master Contract with Positive Behavior Supports, Corp (PBS, Corp) for all county districts that may require their services. During the 22-23SY and 23-24SY, the District contracted with PBS, Corp for paraprofessional support, BCBA supervision, and additional time for data analysis and IEP meeting attendance. During the 24-25SY, the District is contracting with PBS Corp for paraprofessional support, BCaBA supervision of Behavior Technicians (BT), and BCBA provided Behavioral Services and Consultation, conduct Functional Behavioral Assessments, time for data analysis, and to attend IEPs.

INFORMATION:

Due to staffing shortages, Positive Behavior Supports Corp. will provide the district with 2 Registered Behavior Technicians (RBT) and 3.0 hours weekly of Board Certified Assistant Behavior Analyst (BCaBA) supervision. A Board Certified Behavior Analyst (BCBA) will provide direct behavior intervention services and consultation to special education and general education staff to collaborate on behavioral strategies, and attend IEP meetings. Registered Behavior Technicians are supervised by a Board Certified Assistant Behavior Analyst (BCaBA) as they provide specialized support for students according to their Individual Education Plans (IEPs).

FISCAL IMPACT:

\$ 140,400	2 Registered Behavior Technicians, 6.5 hours daily for 180 days at \$60/hr
\$ 8,640	Board Certified Assistant Behavior Analyst (BCaBA) supervision, 3.0 hours weekly for 36 weeks- \$80/hr
\$ 45,000	Behavior Services for up to 45 hrs/monthly- \$100/hr(18 students)
\$ 15,000	Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP) 15 hours per FBA/BIP assessment for 10 students and IEP meeting attendance- \$100/hr
\$ 209,040	Total Budgeted

Positive Behavior Supports

Monterey County
Special Education Local Plan Area



**NONSECTARIAN, NONPUBLIC
SCHOOL/AGENCY SERVICES**

MASTER CONTRACT

2024-2025

**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

CONTRACTOR (NPS/A): Positive Behavior Supports Corp.

LOCAL EDUCATION AGENCY: Monterey County SELPA

CONTRACT YEAR: 2024-2025

Nonpublic School

Nonpublic Agency

Type of Contract:

- Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.
- Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.
- Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA.
Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between Monterey County SELPA, hereinafter referred to as the local educational agency (“LEA”), and Positive Behavior Supports Corp. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals

with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT (“ISA”)

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.

- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student’s record, and a description of the record(s) provided. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to

student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student’s parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER’s, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR’s successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days’ notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR’S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its

subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor’s work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services

outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the

presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include

only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it

is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil

in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, AND TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement

until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant

state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within

the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting

CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR

shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive

services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs

and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Positive Behavior Supports Corp
Nonpublic School/Agency

Monterey County SELPA
LEA Name

By: Nicole Postma-Gates Digitally signed by Nicole Postma-Gates, DN: cn=Nicole Postma-Gates, o=Positive Behavior Supports Corp, email=nicole@teampbs.com, c=US 7/3/24
Signature Date

By: Kenyon Hopkins 7/17/24
Signature Date

Nicole Postma-Gates Director of
Name and Title of Authorized Representative

Kenyon Hopkins, SELPA Executive Director
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Nicole Postma-Gates Director of Business Development
Nonpublic School/Agency/Related Service Provider Positive Behavior Supports Corp.
Address 7108 S Kanner Hwy
City State Zip Stuart FL 34997
Phone Fax 616-890-3920 772-675-9100
Email npostma@Teampbs.com

Name and Title Monterey County SELPA
LEA
Address 901 Blanco Circle
City State Zip Salinas CA 93901
Phone Fax (831) 755-0342 (831) 754-5865
Email selpa@montereycoe.org

**Additional LEA Notification
 (Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Positive Behavior Supports Corp.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____

- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$65</u>	<u>HR</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>\$110</u>	<u>HR</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____

<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

EXHIBIT B: 2024-2025 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Positive Behavior Supports Corp

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

Nicole Postma-Gates

7/3/24

(Signature)

(Date)

(Signature)

(Date)

Nicole Postma-Gates Director of Business Development

(Name and Title)

(Name of Superintendent or Authorized Designee)

Digitally signed by Nicole Postma-Gates
DN: cn=Director of Business Development, c=Positive Behavior Supports Corp, cn=Nicole Postma-Gates, email=postma@pbpsbpa.com
Reason: I am the author of this document
Date: 2024.07.03 12:13:48 EDT
File: PDF Editor version 2024.7.2

Description of Services PGUSD	Rate
<p>Registered Behavior Technician Support:</p> <p>Our RBTs provide on the job training and feedback in the areas of Applied Behavior Analysis. Topics include prompting hierarchies, data collection, implementation of token economy and other positive reinforcement procedures, implementation of discrete trial instruction and corresponding data collection, modeling of communication training using PECS and assistive technology devices, providing, and utilizing visual supports for students to enhance understanding of the schedule and behavioral expectations.</p>	\$60/hour
<p>Board Certified Assistant Behavior Analyst (BCBA) Support:</p> <p>Our BCaBA providing supervision within the school setting is responsible for overseeing the implementation of behavior intervention plans and ensuring that staff members are adhering to best practices. They collaborate with teachers, school staff, and other professionals to support student success, conduct assessments, and provide ongoing training and guidance to direct care staff. The BCaBA also monitors progress, adjusts interventions as needed, and ensures compliance with ethical and professional standards in behavior analysis.</p>	\$80/hour
<p>Board Certified Behavior Analyst (BCBA) Support:</p> <p>BCBAs will provide 5% minimum required supervision of RBTs. BCBAs will consult as needed with classroom teachers and para-educators on instructional methodologies, behavior intervention plans, and data analysis and review.</p>	\$100/hour

Thank you,

Nicole Postma-Gates
 Director of Business Development
 npostma@teampbs.com

- 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: Ratification Out of County or Overnight Activities

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2024-25 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
8/24/2024	Hollister High School Hollister, CA	PGHS Volleyball Team PCAL JV Volleyball Jamboree	Auto	\$ 350.00	na
8/29/2024	Scotts Valley High School Scotts Valley, CA	PGHS Volleyball Team Volleyball Game	Auto	\$ -	na
9/3/2024	Aptos High School Aptos, CA	PGHS Waterpolo Team Waterpolo Game	Charter Bus	\$ 500.00	Waterpolo ASB Account

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 8/24/24 Day of Activity: Saturday

Activity Name/ Location: PCAL JV Volleyball Jamboree Address: 1220 Monterey St.

City: Hollister, CA County: San Benito

School: Pacific Grove High School Teacher/ Class or Club: Justin Cooper-JV Volleyball Grade: 9-11

School Departure Time: 8 a.m. Pickup Time from Place of Activity: 4 p.m.

Name(s) of Employee(s) Accompanying Students: Justin Cooper, Melissa Gibson

Number of Adults: 2 Number of Students: 12

(Total Chaperones)
Description of Activity/ Educational Objective: PCAL JV Volleyball Jamboree (Site was changed on 8/12/24 to Hollister.)

List All Stops: None

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

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: DP (Teacher/ Coach/Advisors Initials)
Parents are driving their own children.

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

Requested By: Daniel P. Powers Daniel P. Powers Date: 08/13/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 08/13/2024

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

Cost of Activity: \$ 350.00 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 350.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Girls Volleyball Team acc

Account Code: Wells Fargo Athletics Department Fund - 1965169244/405

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 8/29/24 Day of Activity: Thursday
 Activity Name/ Location: Volleyball Game/ Scotts Valley Address: 555 Glenwood Dr
 City: Scotts Valley County: Santa Cruz
 School: Pacific Grove High School Teacher/ Class or Club: Mountain/Volleyball Grade: 9-12
 School Departure Time: 2:00 p.m. Pickup Time from Place of Activity: 9:00 p.m.
 Name(s) of Employee(s) Accompanying Students: Kyle Mountain, Ali Lyon, Justin Cooper, Jody Garry
 Number of Adults: 4 Number of Students: 42
 (Total Chaperones)
 Description of Activity/ Educational Objective: Volleyball Game
 List All Stops: Scotts Valley High School

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

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: KM (Teacher/Coach/Advisors Initials)
Kyle Mountain, Ali Lyon, Justin Cooper, Jody Garry

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

Requested By: Kyle Mountain Kyle Mountain Date: 08/09/2024
Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Greg O'Meara Date: 08/09/2024

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

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

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

Account Code: No cost - payment information not needed - FA

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity: 9/3/2024 Day of Activity: TUESDAY

Activity Name/ Location: APTOS HS Address: APTOS HS

City: APTOS County: SANTA CRUZ

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

School Departure Time: 1:30 p.m. Pickup Time from Place of Activity: 8:30 p.m.

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

Number of Adults: 4 Number of Students: 55

(Total Chaperones)

Description of Activity/ Educational Objective: 4 WATER POLO GAMES

List All Stops: APTOS HS

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

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

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

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

Administrative Approval/Principal: Greg O'Meara Date: 05/17/2024

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

Cost of Activity: \$ _____ + Cost of Transportation: \$ 500 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 500.00

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

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

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 08/12/2024 Transportation Available: No

Transportation Type: () School Bus (x) Charter

Approved by Transportation Supervisor: Jon Anderson Date: 08/13/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

- | | |
|---|---|
| <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: Contract for Services with Gray Step Software-ASB Works

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Josh Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the software contract for services with Gray Step Software for the use of ASBWorks at Pacific Grove Middle School.

BACKGROUND:

ASBWorks was the first fully web-based accounting solution designed by accounting and education professionals and developed specifically for student body government organizations.

INFORMATION:

ASBWorks software features include a complete general ledger, online webstore, textbook and equipment tracking, and an online and offline point-of-sale allowing for accurate tracking of ASB funds. Pacific Grove High School (PGHS) currently utilizes this software for their ASB program and reporting financials at the end of the year and we are hoping to streamline the same process at Pacific Grove Middle School (PGMS).

FISCAL IMPACT:

Annual fee \$899 paid from PGMS general fund (local 7205)

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

CONSULTANT Gray Step Software-ASBWorks.com

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Josh Jorn

FUNDING SOURCE PGMS Site Admin Budget

AGREEMENT TOTAL AMOUNT \$899

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 Gray Step Software-ASBWorks.com ("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 **ASB Accounting Software**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Online Accounting Software**.
2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2024**, and will diligently perform as required and complete performance by **6/30/2025**.
3. **Compensation.** District agrees to pay **\$899** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$899** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

Consultant

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

Name: Gray Step Software-ASBWorks.com
 Address: PO Boc 4408
 City/State/Zip: El Dorado Hills, CA 95762
 Business Phone: 877-944-7798
 Email (Optional): [Company E-mail]

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

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

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

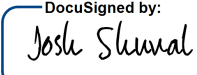
**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply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

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

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

Signature: _____
Name: Josh Jorn
Title: Assistant Superintendent, CBO
Date: _____

Consultant
(Can sign BEFORE Board's approval)

DocuSigned by:

Signature: _____
Name: Josh Shuval
Date: 8/14/2024

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 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: Contract for Services with Eide Bailly

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board approve the attached renewal contract for services with the audit firm of Eide Bailly LLP.

BACKGROUND:

Eide Bailly LLP is a top 25 CPA and business advisory firm in the United States and offers comprehensive auditing and advisory services tailored to educational institutions, including financial and compliance audits, internal controls assessments, and financial planning. Their expertise ensures schools meet regulatory requirements, manage funds effectively, and operate efficiently. Eide Bailly also provides training and workshops to help school finance teams stay informed on best practices and regulatory updates, supporting the financial health and compliance of K-12 schools.

INFORMATION:

Each year, school districts are required to have their financial statements reviewed by an independent audit firm, who then expresses an opinion as to whether the financial statements are presented in conformity with generally accepted accounting principles (GAAP).

The attached contract provides the District with auditing services for fiscal years ending June 30, 2024, 2025 and 2026.

FISCAL IMPACT:

General Fund (Business Office budget):

2024 base audit fee \$64,120

2025 base audit fee \$69,250

2026 base audit fee \$69,250

This agreement made and entered into this 2nd of August 2024, between the Governing Board of the Pacific Grove Unified School District, of Monterey, State of California, hereafter referred to as "District" and Eide Bailly LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the three-year period beginning July 1, 2023 and ending June 30, 2026.

Annual Engagement Letter (updated annually)

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Pacific Grove Unified School District as of and for the years ended June 30, 2024, 2025, and 2026, and the related notes to the financial statements, which collectively comprise Pacific Grove Unified School District's basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the periods ended June 30, 2024, 2025, and 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – General Fund and Adult Education Fund
3. Schedule of Changes in the District's Total OPEB Liability and Related Ratios

4. Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program
5. Schedule of the District's Proportionate Share of the Net Pension Liability
6. Schedule of the District's Pension Contributions

Supplementary information other than RSI will accompany Pacific Grove Unified School District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
3. Schedule of Financial Trends and Analysis
4. Other state schedules such as Average Daily Attendance, Organization Structure, and Instructional Time
5. Combining Balance Sheet – Non-Major Governmental Funds
6. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-Major Governmental Funds

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit

requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, Uniform Guidance and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Pacific Grove Unified School District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Reporting

We will issue a written report upon completion of our audit of Pacific Grove Unified School District's basic financial statements. Our report will be addressed to the governing body of Pacific Grove Unified School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an

opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on *compliance* in accordance with the requirements specified in the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* upon completion of our audit.

Annual Report – Form and Content, Delivery

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of the Uniform Guidance, Audits of State of Local Governments, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. An electronic copy of the audit report will be provided to the District, in addition to the copies required to be filed with the applicable governmental units.

Audit of Major Program Compliance

Our audit of Pacific Grove Unified School District’s major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity’s compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity’s compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective of internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
 - a. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - b. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Prepare or assist with preparing the Schedule of Expenditures of Federal Awards.
- Complete the auditee's portion of the Data Collection Form.
- Propose conversion entries and roll forward schedules to be reviewed and approved by management which include debt service roll forward schedule and lease schedules.
- Assistance with lease assessments in accordance with GASB 87 and GASB 96.

We will not assume management responsibilities on behalf of Pacific Grove Unified School District. Pacific Grove Unified School District's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

Pacific Grove Unified School District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Bill Williams is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees based on the last renewal was based on the amount of time required for the audit requirements at the time of that renewal at various levels of responsibility including administrative charges and our technology fee. Invoices are payable upon presentation. We estimate that our fee for the base audit will be \$64,120, \$69,250, and \$69,250 for the fiscal years ending June 30, 2024, 2025, and 2026, including such time necessary to complete the audit. ***The base audit fee will include the audit of one (1) major federal program/cluster. Each additional federal program/cluster that requires an audit will be billed at \$5,500 per program/cluster. Non-refunding bond or Certificates of Participation issuances will be billed at \$3,750 per issuance and any refunding issuances will be billed at \$5,500 per issuance.*** If the District also requires a Bond Financial and Compliance Audit or any other separate attest services or reports, a separate engagement letter will be forwarded to you with separate pricing.

The final installment will represent the ten percent withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

Other circumstances may arise under which Eide Bailly must perform additional audit work and, may require additional billings for these services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements.
- New professional standards or regulatory requirements (i.e. new GASB pronouncements).
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements.
- Erroneous or incomplete accounting records.
- Failure to meet the statutory deadline for submission of the audit due to an extension.
- New or unusual transaction.
- Failure of District staff to prepare and provide information in a timely manner.
- Lack of availability of appropriate personnel during the audit fieldwork.
- New Federal programs requiring audit.

- Additional federal programs requiring audit as a result the programs being identified as high or higher risk, or the District not qualifying as a low risk auditee.
- New state programs requiring audit if it results in an increase in the number of programs requiring audit in a given year.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The final installment will represent the 10 percent withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt.

A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to “read only” to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Neither of us may use or disclose the other’s confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly’s confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor’s report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and the governing board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for Pacific Grove Unified School District.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in the Eide Bailly office nearest the client. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of

misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in California.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Bill Williams
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Pacific Grove Unified School District by:

Signature: _____

Name: _____

Title: _____

Date: _____

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

SUBJECT: CSBA Board Policy Updates – June 2024 – Second Reading

DATE: September 5, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Board Policy, Administrative Regulation, and Board Bylaw updates recently reviewed by the Board Policy Committee on July 16, 2024.

BACKGROUND:

The Board Policy Committee contains two Trustees (Trustee Carolyn Swanson and Trustee Jennifer McNary) who meet with Administrators responsible for whatever policies are up for review/discussion. The Board Policy Committee reviews the updates provided by CSBA (explanation below) as well as any Board requested policies or Administrative recommendations. The following updates will be reviewed as Information/Discussion, and will return to the subsequent meeting as Consent for final Board approval.

CSBA employs several full-time staff to keep its sample policy manual updated. It updates approximately 100 policies every year to stay up to date with changes in the law and publishes these updates in four bundles called “policy update packets.” These are issued four times a year: March, June, September, and December, as well as any special updates as needed. Subscribers to GAMUT Policy Plus receive announcements every time CSBA issues a policy update packet and can access the packet by logging into their proprietary site.

CSBA encourages districts to review each update packet once it’s issued to see which policies the district may need to update. Districts can review a “guide sheet” that lists the changes that CSBA has made as well as the text in the policies themselves to determine which policies they want to update. Once they determine this, they can prepare drafts of the new policies to send to their board for review and adoption. By reviewing each CSBA policy update packet and taking action accordingly, districts can ensure that their policy manual is always accurate and up-to-date. CSBA encourages districts to establish a consistent process for reviewing, processing, and approving update packets so that they never fall behind on their policies.

INFORMATION:

At the July 16, 2024 Board Policy Committee meeting, the committee reviewed the CSBA policy updates from June 2024, as well as Board requested and Administrative recommended updates.

JUNE 2024 CSBA POLICY UPDATES

Board Policy 0420.41 – Charter School Oversight

- Reviewed by Assistant Superintendent
- No recommended changes

Exhibit (1) 0420.41 – Charter School Oversight

- Reviewed by Assistant Superintendent
- No recommended changes

Board Policy 1113 – District and School Websites

- Reviewed by Director of Technology Systems
- Option 2; No other recommended changes

Administrative Regulation 1113 – District and School Websites

- Reviewed by Director of Technology Systems
- No recommended changes

Exhibit (1) 1113 – District and School Websites

- Reviewed by Director of Technology Systems
- No recommended changes

Board Policy 1260 – Educational Foundation

- Reviewed by Assistant Superintendent
- No recommended changes

Board Policy 2121 – Superintendent’s Contract

- Reviewed by Superintendent
- No recommended changes

Board Policy 4112.9/4219.9/4312.9 – Employee Notifications

- Reviewed by Chief Human Resources Officer
- No recommended changes

Exhibit (1) 4112.9/4219.9/4312.9 – Employee Notifications

- Reviewed by Chief Human Resources Officer
- No recommended changes

Board Policy 4121 – Temporary/Substitute Personnel

- Reviewed by Chief Human Resources Officer
- Do not adopt

Administrative Regulation 4121 – Temporary/Substitute Personnel

- Reviewed by Chief Human Resources Officer
- Do not adopt

Board Policy 4127/4227/4327 – Temporary Athletic Team Coaches

- Reviewed by Chief Human Resources Officer & Executive Director of Educational Services
- No recommended changes

Administrative Regulation 4127/4227/4327 – Temporary Athletic Team Coaches

- Reviewed by Chief Human Resources Officer & Executive Director of Educational Services
- No recommended changes

Board Policy 4161/4261/4361 – Leaves

- Reviewed by Chief Human Resources Officer
- No recommended changes

Administrative Regulation 4161/4261/4361 – Leaves

- Reviewed by Chief Human Resources Officer
- Option 1 for certificated employees

Administrative Regulation 4161.1/4361.1 – Personal Illness/Injury Leave

- Reviewed by Chief Human Resources Officer
- Option 1 for certificated employees

Administrative Regulation 4161.2/4261.2/4361.2 – Personal Leaves

- Reviewed by Chief Human Resources Officer
- Pg. 172-173: Keep optional paragraphs
- Pg. 171: Do not include numbers 5 & 6

Board Policy 4218.1 – Dismissal/Suspension/Disciplinary Action (Merit System)

- Reviewed by Chief Human Resources Officer
- Do not adopt

Administrative Regulation 4261.1 – Personal Illness/Injury Leave

- Reviewed by Chief Human Resources Officer
- Pg. 248: Option 2
- Pg. 252: Option 3

Board Policy 5113 – Absences and Excuses

- Reviewed by Chief Human Resources Officer & Executive Director of Educational Services
- No recommended changes

Administrative Regulation – Absences and Excuses

- Reviewed by Chief Human Resources Officer & Executive Director of Educational Services
- No recommended changes

Board Policy 5145.6 – Parent/Guardian Notifications

- Reviewed by Superintendent
- No recommended changes

Exhibit (1) 5145.6 – Parent/Guardian Notifications

- Reviewed by Superintendent
- No recommended changes

Board Policy 6000 – Concepts And Roles

- Reviewed by Superintendent

- New policy; No recommended changes

Board Policy 6164.2 – Guidance/Counseling Services

- Reviewed by Chief Human Resources Officer
- Pg. 432: Option 1

Board Policy 6177 – Summer Learning Programs

- Reviewed by Chief Human Resources Officer
- Pg. 441 & 443: Option 1

Board Policy 7214 – General Obligation Bonds

- Reviewed by Assistant Superintendent
- No recommended changes

Administrative Regulation 7214 – General Obligation Bonds

- Reviewed by Assistant Superintendent
- No recommended changes

Board Bylaw 9220 – Governing Board Elections

- Reviewed by Superintendent
- Pg. 475: Option 1
- Pg. 477: Keep
- Pg. 479: Option 1
- Pg. 480: Option 1
- Pg. 481: Option 1

Exhibit (1) 9220 – Filling Vacancies

- Reviewed by Superintendent
- No recommended changes

Board Bylaw 9223 – Filling Vacancies

- Reviewed by Superintendent
- No recommended changes

Board Bylaw 9320 – Meetings and Notices

- Reviewed by Superintendent & Executive Assistant
- Remove:
 - Number 2
 - The sentence reading “Minutes may include a summary of any Board members particular comments...”
 - The sentence reading “...up to three (3) years...” to a “...minimum of 270 days...”
- Add:
 - “Generally” before “...regular meetings shall be held at 6:30 p.m....”
 - “www.pgusd.org” to paragraph above
- Change:
 - “...shall...” to “will” in same paragraph
 - “...are...” to “may be made” in same paragraph
 - “...Zoom...” to “Video conferencing” in same paragraph
- Bylaw to be brought back during next Policy Committee Meeting to discuss regulation

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

SUBJECT: Public Hearing of Resolution #1139 Regarding Sufficiency of Instructional Materials for Fiscal Year 2024-2025

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Lawrence Haggquist, Executive Director of Educational Services

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing of Resolution #1139 Regarding Sufficiency of Instructional Materials for fiscal year 2024-2025.

BACKGROUND:

State Education Code Section 60119 and Assembly Bill 831, Chapter 118, Statutes of 2005, which took effect July 26, 2005, requires that the Governing Board hold a public hearing and make a determination, through the adoption of a resolution, as to whether each pupil in each school in the District has sufficient textbooks or instructional materials, or both, in each subject, that are consistent with the content and cycles of the State curriculum frameworks and adoption cycles.

If the Governing Board determines that there are insufficient textbooks or instructional materials, or both, the Governing Board shall provide information to classroom teachers and to the public setting forth, for each school in which there is insufficiency, the percentage of pupils who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each pupil does not have sufficient textbooks or instructional materials.

The Board is required to comply with this requirement, the Instructional Materials Funding Realignment Program (IMFRP) even though it is not directly funded by the State of California.

INFORMATION:

The District is continually in the process of updating its textbooks and providing instructional materials to meet the requirements of the State curriculum frameworks, content standards, and adoption cycles. At any time, there may be a need for additional revenues to update aging or damaged textbooks and provide additional or replacement instructional materials.

Publishing companies align their instructional materials to the content area frameworks adopted by the California Department of Education (CDE). The CDE adopted a new mathematics framework in 2023, so publishers are adapting their materials to match the new framework. In other content areas, the English

Language Arts Framework was adopted in 2014, History-Social Science in 2016, and the Next Generation Science Standards in 2013.

What follows is a list of the curriculum being used in our PGUSD schools.

Elementary

	Grade Level	Instructional Material	Publisher	Year Began
English Language Arts	TK-2	SuperKids	Zaner-Blouser	2014
	3-5	Benchmark Advance	Benchmark Education	2016
Mathematics	TK-5	Swun Math	Swun	2019
History Social Science	TK-5	Studies Weekly Social Science	Studies Weekly	2022
Science	TK-5	Mystery Science	Mystery Science	2019

Middle School

	Grade Level	Instructional Material	Publisher	Year Began
English Language Arts	6-8	StudySync	McGraw-Hill	2017
Mathematics	6-8	Desmos	Amplify	2023
History Social Science	6-8	TCI History	Teacher's Curriculum Institute	2006
Science	6-8	Elevate Science	Savvas	2021

High School

Pacific Grove High School has a comprehensive list of course offerings. We regularly review the condition of the instructional materials at the high school and have implemented an adoption schedule to update textbooks being used in several subjects. In 2022-2023, we fulfilled several needs of the science and history-social science departments. In 2024-2025, we adopted additional science and history-social science materials. Below is a table reflecting the major purchases made since last year's instructional materials update.

	Grade Level	Instructional Material	Publisher	Year Purchased
Science	10-11	Conceptual Physics	McGraw-Hill	2022
	10-11	Chemistry in the Earth System	Houghton-Mifflin-Harcourt	2023
	10-11	The Living Earth (Biology)	Houghton-Mifflin-Harcourt	2023
	11-12	Holes Essentials of Human Anatomy & Physiology	McGraw-Hill	2024
Mathematics	IM 1-3	Big Ideas	Amplify	2023

History Social Science	11	America: Through the Lens	National Geographic	2023
	10	Ways of the World, 5e	Bedford, Freeman, and Worth	2023
	11-12	American Government	National Geographic/Cengage	2024
	11-12	AP Government & Politics – Stories of a Nation	Bedford, Freeman, & Worth	2024

It is appropriate to find at this time that the District has provided sufficient textbooks and instructional materials for all students consistent with the State Curriculum Frameworks and adoption cycles. The total cost for textbooks expenditures was \$248,555.00. The district used a combination of general fund resources, and State lottery revenue.

FISCAL IMPACT:

The total spent on instructional materials for 2024-2025 is \$248,555.00. These purchases were funded through the instructional materials budget from the general fund, and the State lottery revenue.



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220/444

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

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

Joshua Jorn
Assistant Superintendent
(831) 646-6509
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PUBLIC HEARING NOTICE

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, September 5, 2024, pursuant to Education Code Section 60119 and 60422, which states in part:

1. The Governing Board shall hold a public hearing or hearings at which the Governing Board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board. [EC60119(a)(1)]

The hearing will be held during the regular Governing Board meeting, on Thursday, September 5, 2024, which begins at 6:30 p.m. at the District Office at 435 Hillcrest Avenue, Pacific Grove, CA 93950. The meeting is also available via Zoom, and the link can be found here:

<https://pgusd.zoom.us/j/88346629842?pwd=ITBuLwYasO4okP5EH3Cr9XzQKMqhfm.1>

This notice posted at all school sites in accordance with EC 60119(b) on August 27, 2024

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Resolution No. 1139
REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR
FISCAL YEAR 2024-2025

WHEREAS, on September 5, 2024 the Board of Pacific Grove Unified School District in order to comply with the requirements of Education Code Section 60119 held a public hearing at 6:30 p.m. which did not take place during or immediately following school hours, and:

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and:

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and:

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and:

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional material, or both, to use in class and to take home to complete required homework assignments, and:

WHEREAS, sufficient textbooks and instructional materials were provided to each student including English Learners, in mathematics, history-social science, and English/language arts, and includes the English language development component of an adopted program consistent with the cycles and content of the curriculum frameworks, grades TK-2 adopted SuperKids English Language Arts program aligned to California Content Standards for implementation in 2014-2015, grades 3-5 adopted Benchmark Advance a Language Arts and English Language Development program aligned to California Content Standards for implementation in 2016-2017, grades 6-8 adopted StudySync a Language Arts and English Language Development program aligned to California Content Standards for implementation 2016-2017, grades TK-5 adopted Studies Weekly a social studies program aligned to California Content Standards for implementation in 2022-2023, American Government & AP Government were adopted for implementation in the 24-25 school year, and:

WHEREAS, the list of State Approved science textbooks (K-8) was released in January 2019, Next Generation Science Standards were approved by the State Board of Education on September 4, 2013, the district began the selection process during the 2019-2020 and 2020-2021 school years. Students have sufficient instructional materials for instruction in the content area of science; science textbooks for a Conceptual Physics was adopted in 2022, Living Earth science textbooks for biology aligned to California Content Standards and Next Generation Science Standards was adopted for implementation in 2023, Holes Essentials of Human Anatomy was adopted for implementation in 2024, Elevate Science was adopted for grades 6-8 in 2021-2022, Mystery Science, an online curriculum for grades TK-5.

WHEREAS, the list of State Approved math textbooks (K-8) was released in Fall 2013. At that time, the District began the selection process and adopted My Math during the 2014-2015 school year in grades TK-5; Big Ideas Math was adopted for grades 6-8 and Carnegie Learning was adopted for high school Integrated Math 1, Integrated Math 2, and Integrated Math 3 and later replaced by Big Ideas math in 2016-2017; grades TK-5 adopted Swun Math for implementation in

2019-2020. The State Board of Education is currently reviewing texts aligned with the new 2023 mathematics frameworks for adoption in 2024.

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes,

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12.

NOW THEREFORE, the Governing Board declares that for the 2024-2025 school year, the Pacific Grove Unified School District provided each pupil with sufficient textbooks and instructional materials consistent with the adoption cycles and content of the State curriculum frameworks.

AYES:

NOES:

ABSENT:

Dr. Linda Adamson, Superintendent

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

SUBJECT: Adoption of Public Hearing of Resolution #1139 Regarding Sufficiency of Instructional Materials for Fiscal Year 2024-2025

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Lawrence Haggquist, Executive Director of Educational Services

RECOMMENDATION:

The District Administration recommends that the Board adopt Resolution #1139 Regarding Sufficiency of Instructional Materials for fiscal year 2024-2025.

BACKGROUND:

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The Board is required to comply with this requirement, the Instructional Materials Funding Realignment Program (IMFRP) even though it is not directly funded by the State of California.

INFORMATION:

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FISCAL IMPACT:

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

226/444

435 Hillcrest Avenue Pacific Grove, CA 93950

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Superintendent

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PUBLIC HEARING NOTICE

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, September 5, 2024, pursuant to Education Code Section 60119 and 60422, which states in part:

1. The Governing Board shall hold a public hearing or hearings at which the Governing Board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board. [EC60119(a)(1)]

The hearing will be held during the regular Governing Board meeting, on Thursday, September 5, 2024, which begins at 6:30 p.m. at the District Office at 435 Hillcrest Avenue, Pacific Grove, CA 93950. The meeting is also available via Zoom, and the link can be found here:

<https://pgusd.zoom.us/j/88346629842?pwd=ITBuLwYasO4okP5EH3Cr9XzQKMqhfm.1>

This notice posted at all school sites in accordance with EC 60119(b) on August 27, 2024

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Resolution No. 1139
REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR
FISCAL YEAR 2024-2025

WHEREAS, on September 5, 2024 the Board of Pacific Grove Unified School District in order to comply with the requirements of Education Code Section 60119 held a public hearing at 6:30 p.m. which did not take place during or immediately following school hours, and:

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and:

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and:

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and:

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional material, or both, to use in class and to take home to complete required homework assignments, and:

WHEREAS, sufficient textbooks and instructional materials were provided to each student including English Learners, in mathematics, history-social science, and English/language arts, and includes the English language development component of an adopted program consistent with the cycles and content of the curriculum frameworks, grades TK-2 adopted SuperKids English Language Arts program aligned to California Content Standards for implementation in 2014-2015, grades 3-5 adopted Benchmark Advance a Language Arts and English Language Development program aligned to California Content Standards for implementation in 2016-2017, grades 6-8 adopted StudySync a Language Arts and English Language Development program aligned to California Content Standards for implementation 2016-2017, grades TK-5 adopted Studies Weekly a social studies program aligned to California Content Standards for implementation in 2022-2023, American Government & AP Government were adopted for implementation in the 24-25 school year, and:

WHEREAS, the list of State Approved science textbooks (K-8) was released in January 2019, Next Generation Science Standards were approved by the State Board of Education on September 4, 2013, the district began the selection process during the 2019-2020 and 2020-2021 school years. Students have sufficient instructional materials for instruction in the content area of science; science textbooks for a Conceptual Physics was adopted in 2022, Living Earth science textbooks for biology aligned to California Content Standards and Next Generation Science Standards was adopted for implementation in 2023, Holes Essentials of Human Anatomy was adopted for implementation in 2024, Elevate Science was adopted for grades 6-8 in 2021-2022, Mystery Science, an online curriculum for grades TK-5.

WHEREAS, the list of State Approved math textbooks (K-8) was released in Fall 2013. At that time, the District began the selection process and adopted My Math during the 2014-2015 school year in grades TK-5; Big Ideas Math was adopted for grades 6-8 and Carnegie Learning was adopted for high school Integrated Math 1, Integrated Math 2, and Integrated Math 3 and later replaced by Big Ideas math in 2016-2017; grades TK-5 adopted Swun Math for implementation in

2019-2020. The State Board of Education is currently reviewing texts aligned with the new 2023 mathematics frameworks for adoption in 2024.

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes,

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12.

NOW THEREFORE, the Governing Board declares that for the 2024-2025 school year, the Pacific Grove Unified School District provided each pupil with sufficient textbooks and instructional materials consistent with the adoption cycles and content of the State curriculum frameworks.

AYES:

NOES:

ABSENT:

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: Reclassification of Personnel Specialist to a Confidential Administrative Assistant to the Chief Human Resources Officer

DATE: Sept. 5, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent Business Services; Buck Roggeman, Chief Human Resources Officer

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed reclassification of the Confidential Administrative Assistant to the Chief Human Resources Officer.

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 Human Resources Director II position to represent the senior leadership-level of assigned duties and responsibilities.” The Chief Human Resources Officer reclassification requires the District to also look at the support staff alignment of duties and responsibilities.

To align cabinet support in a more efficient manner and in accord with the School Services of California recommendations, the District proposes the reclassification of 1.0 FTE Personnel Specialist to a 1.0 FTE Confidential Administrative Assistant to the Chief Human Resources Officer. This would align the clerical and technical support of the position with that of the Assistant Superintendent of Business Services. This reclassification aligns with the recommendations of School Services of California to provide “a more comprehensive administrative and clerical support position to the District Office” and in particular the Chief Human Resources Officer. The job description attached brings the alignment of duties and responsibilities to match our neighboring districts.

With this reclassification, come two other adjustments to staffing the Human Resources Department that follow the School Services of California report’s recommendations. First, the District will increase our part-time Personnel Specialist/Personnel Technician position from a .9375 FTE, 10.5 month position to a full-time Personnel Specialist at 1.0 FTE, 12-month. Next, the District will increase the Personnel Technician position from a .50 FTE, 12-month to a 1.0 FTE, 12-month.

INFORMATION:

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

FISCAL IMPACT:

Unrestricted General Fund 01: +\$7,432 (Impact to Reclass of Personnel Specialist to Admin Assistant)
 Unrestricted General Fund 01: +\$6,937 (Impact to increase Personnel Specialist from a .9375 FTE 10.5 month to a 1.0 FTE, 12-month)
 Unrestricted General Fund 01: +\$52,873 (Impact to increase of Personnel Technician to from a .05 FTE to a 1.0 FTE)
 TOTAL Fiscal Impact: Increase of +\$67,242 to Fund 01, Local 6130

Packet Updated: 9/4/24 @ 5:16 PM

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

**POSITION TITLE: ADMINISTRATIVE ASSISTANT TO CHIEF HUMAN
RESOURCES OFFICER - CONFIDENTIAL**

DEFINITION: Serves at the District Level as an assistant to the Chief Human Resources Officer. 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.

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 Chief Human Resources Officer
- Prepare report drafts; compile, assemble and summarize data for a variety of reports, including special projects
- Prepare Board agenda materials for Human Resources utilizing online agenda program for submission to the Board of Trustees
- Assist with input and maintenance of personnel software systems and personnel files
- Prepare through research and analysis, statistical data and materials related to collective bargaining and management of the collective bargaining agreements
- Has knowledge of and provides information to the process of collective bargaining
- Initiate and maintain assignments for position control in Financial management system (Escape)
- Post vacancies as directed; manage candidate applications; answer inquiries regarding vacancies and hiring procedure; and facilitate interview scheduling; paperwork; candidates testing; and closure with candidates not hired
- Prepares employment notices for certificated personnel positions and prepare and place vacancies for advertising in the newspapers, internet, magazines, etc.
- Assist in the administrative, management, and confidential interviewing process; establish interviewing panels, notifying members of place and times; coordinate interviewing schedules; telephone and schedule applicants; explaining and monitoring procedures; prepare interview packets and complete necessary paperwork after interviewing process is completed
- 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
- Coordinate with Payroll and the Business Office on matters affecting employee pay, benefits, position control, leaves, and Worker's Compensation regulations. Oversee back-to-work program and ensures compliance with such
- Receive and appropriately respond to telephone calls, requests for information, and complaints
- Prepare purchase orders, expense vouchers, work orders and office supply orders
- Assist in training and monitoring of work done by support staff

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Administrative Assistant to Chief Human Resources Officer, continued, page 2 of 3

- 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
- California Education Code as it relates to certificated and classified personnel
- Credential types and requirements
- University/college transcript interpretation

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 human resources in public education
- Completion of the twelfth grade.

Administrative Assistant to Chief Human Resources Officer, continued, page 3 of 3
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 is 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.

- | | |
|---|---|
| <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: Memorandum of Understanding with CSEA for reclassification of the Administrative Assistant V to an Administrative Specialist for MOT

DATE: Sept. 5, 2024

PERSON(S) RESPONSIBLE: Buck Roggeman, Chief Human Resources Officer

RECOMMENDATION:

The District Administration recommends the Board review and approve the memorandum of understanding (MOU) with the California School Employees Association 229 for the reclassification of the Administrative Assistant V to an Administrative Specialist for Maintenance, Operation, Transportation, and Facilities.

BACKGROUND:

When the District has a need to reclassify a position and create a job description for the position, we negotiate the changes with the California School Employees Association unit President and regional representative. New adjustments are then put into a memorandum of understanding and brought before the Board of Education for approval.

INFORMATION:

This reclassification accomplishes two goals for the District. The title of Administrative Specialist brings the position into alignment with the administrative support staff currently serving other district level positions (Educational Services and Student Services). Also, the current job description of the Administrative Assistant V position that serves the Maintenance, Operations, Transportation, and Facilities department includes duties related to transportation. These duties are more appropriately placed under the responsibilities of a Transportation Specialist.

FISCAL IMPACT:

Unrestricted General Fund Impact: +\$1,454 increase due to step range increase from a 39 to a 40

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS CHAPTER 229**

New Classification:
Administrative Specialist – Maintenance, Operations and Transportation

August 28, 2024

The Pacific Unified School District (“District”) and the California School Employees Association, and its Chapter 229 Pacific Grove (“CSEA”), collectively known as the "Parties," hereby agree to the following:

1. A new classification with the title “Administrative Specialist – Maintenance, Operations, and Transportation” shall be established and placed at salary range 40 on the Classified Salary Schedule. The new job description is attached hereto.
2. The classification shall be added to Appendix A of the collective bargaining agreement.

This Memorandum of Understanding is subject to Policy 610 procedures of CSEA, adoption by the Board of Trustees, and is subject to the grievance and arbitration sections of the Parties’ collective bargaining agreement.

For the District:

For CSEA Chapter 229:

Signed by:

Buck Roggeman

Buck Roggeman,
Chief of Human Resources

DocuSigned by:

Leslie Terrillo

Leslie Terrillo, President

DocuSigned by:

Joshua R. Jorn

Joshua R. Jorn, Assistant Superintendent and
Chief Business Official

DocuSigned by:

Sarah Herrera

Sarah Herrera, Labor Relations Representative

Signed by:

Linda Adamson

Linda Adamson, Superintendent

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: ADMINISTRATIVE SPECIALIST (Maintenance, Operations, Transportation)

RANGE: 40

DEFINITION: Under the general direction of the Director of Maintenance, Operations, and Transportation (MOT), perform highly responsible, technical, and complex administrative support to the Director and the department. Assists in guiding the work of maintenance and facilities.

ESSENTIAL FUNCTIONS: *Representative duties may include, but are not limited to the following:*

- Perform highly responsible and complex duties for the MOT department and serve as the primary assistant to the MOT department administrator, relieving the administrators of a variety of administrative details; plan, coordinate and organize office and department activities and flow of communications for the administrators.
- Compose a variety of correspondence independently or from written or verbal instructions; Type compile a wide variety of reports, letters, memos, contracts, packets, statistical data and charts, lists, and other materials as required; develop spreadsheets; prepare, format, edit, proofread, and revise written materials; prepare and distribute the department newsletter; maintain confidentiality of sensitive and privileged information.
- Maintain the Director's calendar; coordinate and schedule meetings and appointments.
- Make travel arrangements; prepare and assure proper completion of reimbursement forms.
- Receive, screen, route, and appropriately respond to telephone calls, email, and mail; greet and assist visitors; respond to requests for information, questions, and complaints; represent the Director.
- Use appropriate judgment to refer inquiries and complaints to appropriate staff when necessary.
- Arrange for and assign substitute personnel within the MOT department; schedule staff overtime when required; manage Master Calendar for custodial staff; track overtime and create and submit reports for regular and substitute staff as required.
- Work in conjunction with the director in preparing all phases of internal and external events when applicable
- Manage, oversee, and facilitate district's facility usage by determining availability of requested facility, computing charges, verifying insurance compliance, coordinating large group events by non-District groups with appropriate district staff, providing timely communication with initiators of requests, district personnel, and others to arrange appropriate use of district facilities, arranging for custodial personnel as required, and processing contracts before events and reconciling fees following events; maintain database of facilities and calendars detailing current and future scheduled usage and availability of all District facilities.
- Input a wide variety of data into an assigned computer system(s); create queries and generate a variety of computerized lists and reports; ensure timely distribution and receipt of a variety of records and reports; assure accuracy of input and output data.
- Analyze and disseminate budget information related to the department and local bond programs in comparison with the district financial activity printout.
- Assisting in developing and maintaining annual MOT budgets, including but not limited various accounts tied to the unrestricted general fund, capital outlay fund, maintenance fund, and general obligation bond funds; initiate budget transfers in coordination with the District's Fiscal Officer.
- Maintain financial records in accordance with California School Accounting Manual (CSAM) and Standardized Account Code Structure (SACS) procedures; research and resolve errors/discrepancies.

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POSITION TITLE: ADMINISTRATIVE SPECIALIST, <i>Continued</i>
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- Assist with preparing and processing requests for proposals (RFPs), soliciting and collecting bids, and preparing documents for District review and Board approval.
- Assist with District capital project tracking and documentation by preparing project manuals, contracts, processing pay apps (documents that provide details on labor, materials, change orders, and other project specifics), and closeout paperwork.
- Coordinate and assist in the preparation of Board of Education agenda items from MOT; review agenda items for compliance with legal requirements and inclusion of necessary exhibits and backup materials.
- Prepare and process department supply orders and equipment; order and track supplies, parts, and equipment for MOT; maintain inventory of supplies and equipment.
- Order, distribute and maintain inventory of keys for the District.
- Prepare and update payroll and timesheet information for department personnel; initiate extra work agreements; assist in the maintenance of employee files.
- Other job-related duties as assigned by the supervisor.

REQUIREMENTS:

- Passing score on the District's clerical test.

QUALIFICATIONS:**Knowledge of:**

- Modern office methods, practices, and procedures including filing systems, reception and telephone techniques and etiquette, professional letter and report writing, record-keeping, and filing.
- Advanced computer software applications to include word processing, database, spreadsheets, and Google Suite applications.
- Database functions, including the ability to enter, query, retrieve, analyze, and prepare data.
- Proper English verbal and written communication skills including spelling, grammar punctuation, and vocabulary.
- Standard math and bookkeeping principles.
- Effective methods of time and project management.
- Principles of training and providing work direction to others.

Ability to:

- Plan, formulate and execute skilled, technical, administrative, and clerical procedures and directives in accordance with assigned duties and office policies, without immediate supervision.
- Operate office equipment including but not limited to computer, scanner, copier, including the ability to maintain and troubleshoot minor problems.
- Gather information from a variety of sources to prepare understandable and accurate reports.
- Compose correspondence and written materials independently or from oral direction, rough draft, copy or notes from a variety of routine and complex materials.
- Create and maintain financial and statistical records; Perform mathematical calculations with speed and accuracy.
- Organize and prioritize work effectively ensuring accurate records and documents are completed within required timelines.
- Establish and maintain effective and cooperative relationships with a wide variety of personalities and situations requiring diplomacy, friendliness, and firmness.
- Learn, interpret, implement, and explain specific rules, laws, regulations, policies, procedures, and apply them with good judgment in a variety of situations. Work well independently and as part of a team.
- Handle information in a discreet and confidential manner.
- Follow oral and written instructions.

EDUCATION AND EXPERIENCE:

- Associate's degree from an accredited college or university and four (4) years of successful experience performing increasingly responsible financial recordkeeping and secretarial/clerical duties; **OR**
- High school diploma or the equivalent and six (6) years of successful experience performing increasingly responsible financial recordkeeping and secretarial/clerical duties.

LICENSE OR CERTIFICATE:

- Possession of a valid California Driver's license
- A driving record that meets the district's insurance requirements.
- Valid CPR/First Aid Certification is desirable

DESIRED QUALIFICATIONS:

- Supplemental coursework or degree in business, administrative assistant, secretarial science or a related business field is desirable.

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

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position and sustain modern physical effort.
- Sit, stand, or walk for extended periods of time.
- Ascend and descend steps
- Visual acuity for the purpose of reading printed materials and computer screens.
- Hearing sufficient to understand speech at normal levels in person, on the telephone, or radio.
- Conduct verbal conversation so others will clearly understand normal conversation
- Communicate using the telephone and radio.
- Physical agility to push/pull, squat, turn, twist, bend, stoop, and reach in all directions.
- Lift and carry 20 lbs.
- 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.
- Tolerate dust, chemicals, vehicle exhaust, strong smells, and loud noises.
- 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

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.

- | | |
|---|---|
| <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: Memorandum of Understanding with CSEA for reclassification of the Transportation Foreman position to a Transportation Specialist.

DATE: Sept. 5, 2024

PERSON(S) RESPONSIBLE: Buck Roggeman, Chief Human Resources Officer

RECOMMENDATION:

The District Administration recommends the Board review and approve the memorandum of understanding (MOU) with the California School Employees Association 229 for the reclassification of the Transportation Foreman to Transportation Specialist.

BACKGROUND:

When the District has a need to reclassify a position and create a job description for the position, we negotiate the changes with the California School Employees Association unit President and regional representative. New adjustments are then put into a memorandum of understanding and brought before the Board of Education for approval.

INFORMATION:

This reclassification changes the title of this position from Transportation Foreman to Transportation Specialist. The updated job description contains more specific language outlining the duties and updating the responsibilities based on the most recent requirements for the position.

FISCAL IMPACT:

There is no change in pay associated with this position.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS CHAPTER 229**

Reclassification: Transportation Specialist

August 28, 2024

The Pacific Unified School District ("District") and the California School Employees Association, and its Chapter 229 Pacific Grove ("CSEA"), collectively known as the "Parties," hereby agree to the following:

1. The classification of "Transportation Foreman" shall be reclassified to "Transportation Specialist." The revised job description is attached hereto.
2. This classification shall be placed on Range 42 on the Classified Salary Schedule.
3. The Parties' agree to abolish the classification of Transportation Foreman. All time worked in the Transportation Foreman classification shall be carried forward and counted toward the new classification, Transportation Specialist, for the purposes of seniority and bumping rights. The seniority list for the classified bargaining unit shall be updated to reflect the affected employee's correct seniority.
4. Appendix A of the Parties' collective bargaining agreement shall be updated to reflect these changes.

This Memorandum of Understanding is subject to Policy 610 procedures of CSEA, adoption by the Board of Trustees, and is subject to the grievance and arbitration sections of the Parties' collective bargaining agreement.

For the District:

For CSEA Chapter 229:

Signed by:

Buck Rogge

Buck Rogge,
Chief of Human Resources

DocuSigned by:

Leslie Terrullo

Leslie Terrullo, President

DocuSigned by:

Joshua R. Jern

Joshua R. Jern, Assistant Superintendent and
Chief Business Official

DocuSigned by:

Sarah Herrera

Sarah Herrera, Labor Relations Representative

Signed by:

Linda Adamson

Linda Adamson, Superintendent

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: TRANSPORTATION FOREMAN SPECIALIST

STEP RANGE: 42

DEFINITION: Under the limited supervision of the ~~Assistant Superintendent~~ Director of Maintenance, Operations, and Transportation; ~~operate and drive all types of school buses;~~ organize and direct the ~~activities of the school bus drivers and~~ transportation program; schedule and coordinate pupil transportation; operate and drive all types of school buses and other district vehicles; and may guide and coordinate the work of school bus drivers. ~~and perform related duties as assigned~~

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

● ~~Perform all Bus Driver duties~~

- Coordinate the operations and activities of the transportation program.
- ~~Prepare~~ Develop and schedule bus routes; ~~P~~periodically review schedules and bus stops; ~~P~~perform route checks; and make changes to routes to meet student needs.
- Coordinate bus route and bus assignments; verify bus driver logs; coach on proper methods to complete documents.
- Develop safety standards and conduct weekly and spot safety inspections on buses and drivers; ensure 45-day inspections are performed; respond to emergency situations, including accidents, breakdowns, or other school bus incidents.
- ~~Maintain service checks on vehicles and keep appropriate records~~
- ~~Maintain safety requirements for personnel and equipment~~ Oversee transportation maintenance and operations of district fleet; maintains repair schedule for buses and white fleet.
- Assists site personnel with field trip and athletic program transportation scheduling; assign bus drivers and maintain schedules for extra trips.
- ~~Confer with school authorities on field trips, disciplinary and overload problems~~
- Confer with the California Highway Patrol on laws concerning driving, bus stops, and vehicles.
- Maintain training records for bus drivers, as required by law, oversee bus driver licensing/certifications, and coordinate training of bus drivers.
- ~~Coordinate training of bus drivers~~
- Collaborate with the District's designated Driver Trainer (or contracted entity) on a continuous program of both required classroom and behind-the-wheel training to support the bus drivers' updated licensure and endorsement.
- Plan special activities and practice sessions including but not limited to new safety protocols, addressing student assistive needs
- Communicate with school principals, personnel and parents concerning student-related issues, including medical and behavioral problems and changes in drop-off points; visit school and homes to coordinate loading and unloading procedures and to ensure safe parking and drop-off points.
- Coordinate student schedules with the Executive Director of Student Services. ~~Special Education Coordinator.~~
- ~~Maintain current records for all assigned bus drivers~~
- ~~Maintain schedules for extra trips such as field trips, athletic trips, ROP trips, etc~~
- Schedule intersession ~~school break~~ transportation as needed including extended school year
- ~~Responsible for weekly preventive maintenance inspection~~
- Assist the Director of M.O.T.F. in ~~investigate~~ investigating all accidents and formal complaints involving school buses.

- ~~Plan and conduct special activities and practice sessions for all drivers~~
- ~~Perform~~ Support drivers with proficiency checks as required
- Prepare all billings, purchase orders and rental arrangements for the transportation department
- ~~Periodically~~ Regularly report to the ~~Assistant Superintendent~~ Director of M.O.T.F. on status of transportation operations
- Attend a variety of meetings, including staff meetings, training sessions, special education student meetings, and other committee meetings.
- In the absence of a Bus Driver, perform the duties of a bus driver including driving a bus on designated routes in according with time schedules to pick up and discharge students.
- Other job-related duties as assigned

QUALIFICATIONS:

Knowledge of:

- Safe school bus driving practices and management of student passengers
- Provisions of the California Motor Vehicle Code, the Education Code, and other laws and regulations applicable to the operation of vehicles in the transportation of students ~~school children~~.
- ~~Personnel supervisory techniques~~
- Principles of efficient bus routing techniques and procedures
- Scheduling employees for routes trips, and vehicles for maintenance.
- Computer operation and assigned software.
- Interpersonal skills using tact, patience, and courtesy.

Ability to:

- Understand the needs of a wide variety of student demographics including special education student populations.
- Plan, organize, coordinate and schedule pupil transportation to and from schools.
- Develop and schedule efficient bus route systems.
- ~~Drive a school bus sagely and efficiently~~
- ~~Maintain order aong children on a school bus~~
- Maintain a high standard of safety for the transportation program.
- Assure proper maintenance and repair of buses.
- Develop and maintain cooperative working relations with those contacted in the course of the work, including staff, parents and students.
- ~~Train, or e~~ Coordinate training of bus drivers for the district.
- Meet schedules and timelines.
- Learn, interpret, implement and explain rules, laws, regulations, policies and procedures and apply them with good judgement in a variety of situations.
- Analyze situations accurately and adopt an effective course of action.
- Drive a school bus safely and efficiently.
- Maintain order among students on a school bus.
- Remain calm in emergency situations.
- Prepare reports and maintain records related to assigned activities.

POSITION TITLE: TRANSPORTATION SPECIALIST, *Continued*

EDUCATION AND EXPERIENCE:

- High school diploma or equivalent; AND
- Three (3) years of demonstrated experience in the operation of school buses; AND
- One (1) year of experience in transportation planning and scheduling.
- ~~Any combination of experience and education that would provide the required~~
- ~~knowledge and abilities listed herein~~
- ~~Three years of responsible school bus driving experience~~
- ~~Completion of the twelfth grade~~

LICENSE OR CERTIFICATE:

- Valid Class A or B California Motor Vehicle Operator's License with passenger and school bus endorsement, without airbrake restriction.
- An acceptable driving record and qualification for insurability by the District's insurance carrier.
- California Special Driver's certificate for school buses.
- Medical certificate valid to drive commercial vehicle.
- First Aid Certificate issued by an authorized agency.
- Criminal Justice fingerprint clearance

DESIRABLE QUALIFICATIONS:

- Driver-Trainer certification is desirable

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

- Operate all types of school buses safely and efficiently for extended periods of time
- Sit, stand, or walk 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 Visual acuity for the purpose of reading printed materials and computer screens to include bus schedules and procedures. observing accuracy of reports and documents~~
- See for purposes of driving a school bus. ~~and reading bus schedules;~~
- ~~procedures, mail and other printed 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.
- Physical agility to push/pull, squat, turn, twist, bend, and stoop, and reach in all directions.
- Lift and carry 30 lbs or up to 50 lbs with assistance.
- ~~Reach in all directions~~
- ~~Think clearly and rationally to solve problem, make good judgments and decision~~
- Perform the essential functions of this position in an accurate, neat, timely fashion.
- Tolerate dust, chemicals, vehicle exhaust, strong smells, and loud noises.
- ~~Ability to meet the travel requirements of this position~~

WORKING CONDITIONS:

Indoor office environment, in the absence of other bus drivers, in a school bus working driving environment subject to sitting at a desk or on the bus for long periods of time, bending to clean the bus, crouching to check tires, climbing bus steps, push/pulling of shifting levers on the bus and reaching in all directions. High noise levels and possible

student behavioral issues.

~~LICENSE OR CERTIFICATE:~~

- ~~Possession of a valid California Driver's license~~
- ~~Valid California Class B Driver's license~~
- ~~School Bus Driver's certificate~~
- ~~Bi-yearly valid medical certificate~~
- ~~Driver Trainer certification 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

Adopted by the Board of Education:
Revised and Approved:

- | | |
|---|---|
| <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: September 5, 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

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>Cell Phone Usage for Students - Policy Presentation</i> ✓ <i>Consolidated Application for Federal Funding</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 & Board Goals Discussion</i>
Thursday, September 5	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ CSBA Policy Update ✓ Williams Uniform Complaint Report (Quarterly) ✓ <i>Summer Program Presentation</i> ✓ <i>Public Hearing & Resolution: Sufficiency of Instructional Materials for Fiscal Year 2024-25</i> ✓ <i>Curriculum Mapping & Planning</i>
Thursday, September 12 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 ✓ FY 2024-2025 Budget Revision #1 ✓ CAASPP/ELPAC Review of Data ✓ <i>Instructional Materials Policy</i> ✓ <i>Communications Plan</i> ✓ <i>TK-3rd Grade Spanish Language Classes</i> ✓ <i>School Services HR Report Plan Update</i> ✓ <i>Declaration of Need for Highly Qualified Educators</i> ✓ <i>Resolution for the GANN Limit for 2024-2025</i> ✓ <i>Unaudited Actuals*</i>
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>

	<ul style="list-style-type: none"> ✓ CSBA Policy Update ✓ <i>Equity Policy Update</i> - Policy Committee
Thursday, November 21 TIME TBD	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ TBD
Thursday, December 12	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Annual Cultural Proficiency Implementation Plan ✓ Quarterly Facilities Project Updates ✓ First Interim Report ✓ CSBA Board Comments ✓ <i>Election of 2024-25 Board President and Clerk</i> ✓ <i>PGHS Course Bulletin Action/Discussion</i> ✓ <i>Williams Uniform Complaint Report (Quarterly)</i> ✓ <i>CSBA Policy Update</i> ✓ <i>Swearing In of New Board Members</i>
Thursday, December 19 TIME TBD	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ <i>Board Governance and Self-evaluation</i> ✓ <i>District Goals Update</i>

Board Meeting Calendar

January-July 2025

Closed Session & Open Session times vary

Thursday, January 9	<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 16 TIME TBD	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ TBD
Thursday, February 6	<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 2024-2025 Midyear Report ✓ CSBA Policy Update ✓ ABM Building Solution, LLC Construction Agreement: Public Hearing and Contract Approval
Thursday, March 6 TIME TBD	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ Board Governance Training
Thursday, March 20	<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) ✓ Non-reelects Solution ✓ Board Goals Study Session ✓ Cultural Proficiency Implementation Plan Presentation ✓ 2024-25 Audit Report ✓ Board considers legislative action at local and state levels
Thursday, March 27 TIME TBD	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ TBD
Thursday, April 3	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month

	<ul style="list-style-type: none"> ✓ School Resource Officer Update ✓ Student Board Recognition ✓ M.C. Kimball & Associates Inc. Safety Report Presentation
Thursday, April 24 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ LCAP Study Session
Thursday, May 1	Regular Board Meeting <ul style="list-style-type: none"> ✓ Board Goals for 2025-26 ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Retiree Recognition ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update
Thursday, May 15	Regular Board Meeting <ul style="list-style-type: none"> ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ 2025-26 Budget Public Hearing ✓ LCAP Public Hearing ✓ Educational Protection Account Approval ✓ Resolution recognizing June as LGBTQ+ Month ✓ Continue Superintendent Evaluation
Thursday, June 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2025-26 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2025-26 ✓ Resolution recognizing Juneteenth ✓ Complete Superintendent's Evaluation ✓ School Resource Officer Contract ✓ Solicitation of Funds
Thursday, June 26	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
JULY 2025	<ul style="list-style-type: none"> ✓ NO BOARD MEETINGS

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

SUBJECT: Solicitation of Funds Report (2023-24 School Year)

DATE: September 5, 2024

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

RECOMMENDATION:

The District Administration recommends that the Board review the Solicitation of Funds Report.

BACKGROUND:

On October 3, 2019, the Board approved Board Policy and Regulation 1321 Solicitation of Funds which were recommended by legal counsel in order to align with the Solicitation of Funds Approval Request Form.

INFORMATION:

School-connected organizations who wish to raise funds on behalf of the school(s) or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent.

FISCAL IMPACT:

N/A

Pacific Grove Unified School District Solicitation of Funds Tracking Report 2023-24 School Year				
ORGANIZATION	SCHOOL SITE(S)	EVENT	AMOUNT RAISED	DISTRIBUTION OF FUNDS
Butterfly Bazaar Planning Committee	ALL	Butterfly Bazaar	\$12,351.64	See attachment
PGMS PTSA	PGMS	Various	\$6,873.38	TBD
Kiwanis of Pacific Grove	PGHS	Pancake Breakfast	\$564.20	TBD
PG Pride	ALL	Various	\$25,595.38	TBD

2023 Butterfly Bazaar

Starting Cash Balance

\$ 2,663.78

Income

	Other Deposits/ Expenses	Day of Event	Total
Tickets	\$ 4,490.00	\$ 3,300.00	\$ 10,288.15
Square sales (net)		\$ 2,498.15	
Butterfly Store \$5520 online Neil sales)	3,536.11	485.00	5,520.00
Square sales (net)		1,498.89	
Bake Sale		638.60	638.60
Bratwurst		520.00	520.00
Mexican Food		365.00	365.00
Pizza (#1 +#2)		1,130.00	1,130.00
Drinks		547.00	547.00
Speciality Lemonade		1,163.00	1,163.00
Popcorn		206.00	206.00
Total Income	\$ 8,026.11	\$ 12,351.60	\$ 20,377.75

Expenses

Tickets: Wristbands			-
			-
Butterfly Apparel			-
Total Apparel Cost (Field of Dream	3500.00		3,500.00
Bake Sale:			-
			-
Games			-
Wheelie Mobilee			-
MM Jumperz: Inflatables	1613.21		\$ 1,613.21
Game supplies	710.46		710.46
Food:			-
Pizza		650.00	650.00
lemonade	136.43		136.43
Drinks (Costco and Safeway)	121.24		121.24
Other:			-
Portable Restrooms	383.96		383.96
snacks for volunteers		86.10	86.10
Field of Dreams profit share	973.89		973.89
Total Expenses	\$ 7,439.19	\$ 736.10	\$ 8,175.29

Net Income

\$ 12,202.46

Ending Cash Balance

\$ 14,866.24

School Payouts

Robert Down, Forest Grove, PGMS, PGHS: \$ 3,000.00 each \$ 12,000.00
Per committee vote 12/21/2023

Cash Reserve for 2024

\$ 2,866.24

Reserve to cover start-up costs next year.



Pacific Grove Middle School PTSA

FY24 Annual Financial Report
(July 1, 2023 through June 30, 2024)

Categories	Receipts	Disbursements	Net Income
Community Building			
6th Grade Movie	\$ -	\$ (605.44)	\$ (605.44)
7th/8th Grade Spring Dance	\$ -	\$ (500.00)	\$ (500.00)
7th/8th Grade Valentine's Dance	\$ 1,977.00	\$ (376.51)	\$ 1,600.49
8th Grade Promotion Dance	\$ -	\$ (1,790.49)	\$ (1,790.49)
Athletics Activities	\$ -	\$ (794.61)	\$ (794.61)
Butterfly Bazaar	\$ 5,886.43	\$ -	\$ 5,886.43
Ice Cream Social	\$ 709.00	\$ (115.44)	\$ 593.56
Mix and Mingle	\$ 3,885.00	\$ -	\$ 3,885.00
8th Grade Promotion Donation	\$ 480.00	\$ -	\$ 480.00
Subtotal	\$ 12,937.43	\$ (4,182.49)	\$ 8,754.94
Enrichment			
6th Grade Science School	\$ -	\$ (2,000.00)	\$ (2,000.00)
6th Grade Swim Event	\$ -	\$ (337.00)	\$ (337.00)
Facilities Improvements	\$ -	\$ (4,250.00)	\$ (4,250.00)
Honors Events	\$ -	\$ (593.74)	\$ (593.74)
Lunch Clubs	\$ -	\$ (2,300.00)	\$ (2,300.00)
Teacher Warrants	\$ -	\$ (3,250.00)	\$ (3,250.00)
Teacher/Staff Appreciation Lunch	\$ -	\$ (1,565.70)	\$ (1,565.70)
Subtotal	\$ -	\$ (14,296.44)	\$ (14,296.44)
Fundraising			
Dine Out	\$ 1,070.44	\$ -	\$ 1,070.44
Facilities Improvements	\$ 5,440.00	\$ -	\$ 5,440.00
Orientation	\$ 81.00	\$ -	\$ 81.00
Rummage Sale	\$ 234.00	\$ -	\$ 234.00
Square Payments	\$ 47.94	\$ -	\$ 47.94
Subtotal	\$ 6,873.38	\$ -	\$ 6,873.38
Operations			
Council Membership Dues	\$ -	\$ (29.40)	\$ (29.40)
Insurance Premiums	\$ -	\$ (282.00)	\$ (282.00)
Office Supplies	\$ -	\$ (166.78)	\$ (166.78)
Regulatory Compliance	\$ -	\$ (25.00)	\$ (25.00)
Website and Technology	\$ -	\$ (138.00)	\$ (138.00)
TOTEM Membership Dues	\$ 1,699.10	\$ -	\$ 1,699.10
Subtotal	\$ 1,699.10	\$ (641.18)	\$ 1,057.92
Other			
General Donations	\$ 215.00	\$ -	\$ 215.00
Subtotal	\$ 215.00	\$ -	\$ 215.00
Transaction Summary by Type			
86 Checks	\$ 13,440.44	\$ (18,671.33)	\$ (5,230.89)
10 Electronic Transactions	\$ 1,647.04	\$ (448.78)	\$ 1,198.26
7 Cash	\$ 6,617.43	\$ -	\$ 6,617.43
1 Money Orders	\$ 20.00	\$ -	\$ 20.00
Totals			
Previous Fiscal Year Carry Over		\$	\$ 19,914.90
Current Checking Account Balance		\$	\$ 22,519.70
Balance Forward (2023 Fiscal Year)	\$ 21,724.91	\$ (19,120.11)	\$ 2,604.80

APPROVED

253/444

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

With prior written approval of the Superintendent or designee, a student, student organization, or school-connected organization (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information)

School-connected organizations who wish to raise funds on behalf of the schools or District must submit a Solicitation of Funds Approval Request Form to the Superintendent requesting approval before the commencement of each fundraiser and annually for reoccurring fundraisers. This form must be submitted at least 5 school days prior to the fundraising event or activity.

At the conclusion of the fundraiser, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed.

Group Name: Kiwanis of Pacific Grove

Contact Name: Craig Bell

Contact Phone Number: 831-901-4458

Contact Email: vbaseball@pgusd.org

Non-Profit Number: 94-1661703

Name of fundraiser: 54th Pacific Grove Rotary Invitational

Purpose of fundraiser: Pancake breakfast for PGHS Track Team during 54th Rotary Invitational

Date(s) of fundraiser: March 30th 2024

Will students participate in fundraising? Yes or No: NO

Will the fundraiser be online? Yes or No: No

Are there any fees associated with the fundraiser: Plates will be sold for \$10 a plate

How will the fundraiser be advertised? It will be listed on the Meet info Sheet on Athletic.net

*****PLEASE NOTE*****

The following disclaimer must be included on all advertising:

Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.

7/17/2024 : Raised = \$564.20 ✓
Signature indicates that you understand above stated conditions:

Signature: 

Date: 02/21/2024

FY 23/24 PG PRIDE DONATION/GRANT ACCOUNT (5995)/ RESOURCE (9011)

2023/24 BEGINING BALANCE	\$	9,074.39
Sept Grants Ck#4279	\$	4,052.61
Oct Grants Ck#4286	\$	2,779.20
Nov Grants Ck#4295	\$	5,859.00
March & April Grants Ck#4330	\$	3,830.18
TOTAL REVENUE	\$	25,595.38

Date	Teacher	Site	Description of Request	Approved	Spent	Balance	Notes
May-23	Peggy Tobin	RHD	6 sets of golf putters, 2 sets of golf irons	\$ 1,530.00	1,659.20	\$ (129.20)	May grant approved past funding deadline; added to FY 23/24 per N. Spade
Aug-23	Kristen Lukefahr	PGHS	11th grade set of novels	\$ 629.00	629.12	\$ (0.12)	
Aug-23	4th grade	RHD	Funding for the Mexican-CA State Park hands on program	\$ 900.00	900.00	\$ -	
Sep-23	Melissa Andersen	FG	class set of noise canceling headphones	\$ 306.00	305.60	\$ 0.40	
Sep-23	Melissa Flores	FG	books to diversify the classroom library	\$ 321.00	293.09	\$ 27.91	
Sep-23	Peggy Tobin	RHD	Golf teaching sets	\$ 500.00	-	\$ 500.00	
Sep-23	Marc Affi	PGHS	5 freefall adapters, 5 multi-clamps, 5 stainless steel rods and 6 digital adapters	\$ 2,441.00	2,441.39	\$ (0.39)	
Sep-23	Michelle Boulware	PGHS	Rights for the show, rental of books, props, costumes and sets	\$ 4,500.00	4,500.00	\$ -	
Sep-23	Michelle Boulware	PGHS	cost of festival,performance, and workshop	\$ 2,000.00	2,000.00	\$ -	
Oct-23	Sunny Lee	PGHS	LCD Writing Tablets	\$ 540.00	537.40	\$ 2.60	
Oct-23	Serpa,Woods, and SanFillipo	FG	Three classroom visits from Save The Whales	\$ 300.00	300.00	\$ -	
Oct-23	2nd grade	RHD	Nor Cal Bats visit to share live bats and learn about bat conservation	\$ 400.00	385.00	\$ 15.00	
Oct-23	2nd grade	FG	Nor Cal Bats visit to share live bats and learn about bat conservation	\$ 400.00	385.00	\$ 15.00	
Oct-23	2nd grade	RHD	Have a virtual presentation about life in early Plymouth Colony	\$ 450.00	400.00	\$ 50.00	
Oct-23	2nd grade	FG	Have a virtual presentation about life in early Plymouth Colony	\$ 450.00	425.00	\$ 25.00	
Oct-23	Anna Darnell	RHD	Watercolor paint brushes	\$ 240.00	261.33	\$ (21.33)	
Nov-23	Camilla Miller	FG	Funding for an ocean guardian banner	\$ -	-	\$ -	DENIED
Nov-23	Jo Lynne Costales	PGMS	Ceramics Supplies	\$ 959.00	958.03	\$ 0.97	
Dec-23	Stefanie Pechan	RHD	Dremel Eduction Bundle (3d printer, filament, lessons)	\$ 500.00	-	\$ 500.00	
Dec-23	K. San Filippo, K. Serpa, I. V	FG	Enterance fee to attend live program at Monterey Historic Park/Custom House Plaza	\$ 900.00	900.00	\$ -	
Dec-23	Beth Cina	FG	Portable lap desks (10 pack)	\$ 164.00	163.86	\$ 0.14	
Jan-24	Camilla Miller	FG	Planetarium program at Hartnell College	\$ 200.00	200.00	\$ -	
Jan-24	Camilla Miller	FG	2 Insect Lore live landbug growing kits	\$ 87.38	86.08	\$ 1.30	
Jan-24	Hetal Patel	FG	Art Suppy grant, headphones,Games	\$ 340.00	302.68	\$ 37.32	
Jan-24	Kristen Dempsey	FG	48"X60" canvas, 2 packs of acrylic paint pens, 2 packs of jumbo acrylic paint pens,2 packs of regular acrylic paint pens	\$ 251.00	200.22	\$ 50.78	
Feb-24	Janet Bingham	RHD	Owl Pellets	\$ 380.00	379.24	\$ 0.76	
Feb-24	Kari Serpa	FG	Owl Pellets	\$ 357.00	234.79	\$ 122.21	
Feb-24	Imogen Erickson	PGHS	Expenses to attend Prostart Cup Culinary Competition	\$ 1,720.00	819.49	\$ 900.51	
Mar-24	5th Grade	FG	Admission tickets for Tech Interactive Field Trip	\$ 958.00	-	\$ 958.00	
Mar-24	TK to 2nd	RHD	My Museum Wheelie Mobilee	\$ 750.00	750.00	\$ -	
Apr-24	Brockmeyer	RHD	Pioneer Day Supplies	\$ 128.00	124.36	\$ 3.64	
Apr-24	C. Miller	FG	30 black yoga mats	\$ 194.00	193.98	\$ 0.02	
Apr-24	George Warren	PGHS	88-key stage piano (electronic keyboard)	\$ 1,800.00	-	\$ 1,800.00	

TOTAL SPENT DURING FY 2023/24 20,734.86

AMOUNT TO REFUND PG PRIDE	4,860.52
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- | | |
|--|--|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: 2024 Summer School Summary Report

DATE: September 5, 2024

PERSON(S) RESPONSIBLE: Linda Williams, Summer School Principal

RECOMMENDATION:

The District Administration recommends that the Board review the 2024 Summer School Summary Report.

BACKGROUND:

Pacific Grove Unified School District has historically offered a summer school program for students. The program serves three groups of students: 1) Secondary and middle school students who enroll in credit recovery courses to make up for non-passing grades, 2) elementary general education students who benefit from continued instruction during the summer, and 3) special education students throughout the district who participate in the PGUSD's extended school year program. In 2021, the elementary summer school classes became an extension of the reading intervention program in place at both elementary schools to help mitigate learning gaps resulting from the pandemic.

INFORMATION:

In 2024, PGUSD's summer school program continued the model established in 2021 with three distinct programs in operation. The elementary general education program focused on reading intervention; the secondary credit recovery program allowed students to make up classes they did not pass during the school year, and PGUSD offered its extended school year (ESY) to special education students who have ESY as part of their individualized education program.

Elementary Summary – This year's elementary program served 37 students in grades K (14), 1 (12), and 2 (11). At the beginning of the program two students demonstrated grade level reading fluency. That number improved to sixteen students at the end of the program with twenty-five students making significant gains towards their grade level goals.

Secondary Credit Recovery Summary - The secondary credit recovery program included students from Pacific Grove Middle School and Pacific Grove High School. All 28 Middle School students completed at least one course. At the high school level 30 out of 30 students completed at least one class.

Special Education Extended School Year Summary – PGUSD provides an extended school year for students with mild to moderate and moderate to severe disabilities. This year's program served 43 students in preschool through the transition program.

Our Summer School success is attributable to our certificated and classified staff whose dedication and service to our students produced these outstanding results. General Education Summer School Principal

Linda Williams and ESY Principal (Executive Director Cork-Anthony) provided outstanding leadership and organization for the program.

FISCAL IMPACT:

General Education - \$100,113 from the General Fund; \$152,398 from ELOP/ELO funds
Special Education - \$98,657 Special Education Local



PGUSD 2024 Gen Ed. SUMMER SCHOOL

257/444



Linda Williams, Summer School Principal

Summative Report

Dates: June 4-28, 2024 (18 school days)

Grades & Number of Students Served:

K, 1, 2 Reading Intervention=37 students

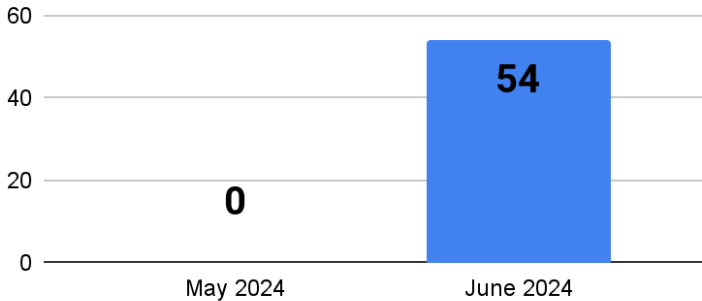
K-5 English Language Development= 19 students

Middle School Credit Recovery= 28 students

High School Credit Recovery= 30 students

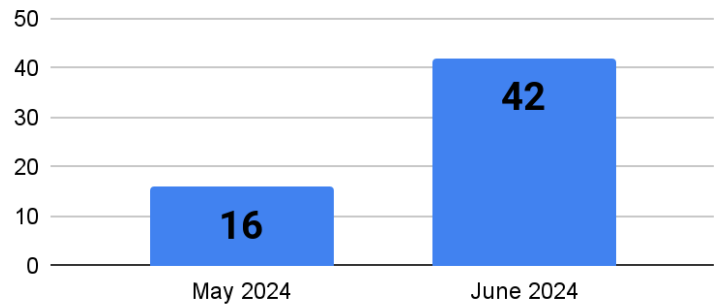
Pre Post Data for At Grade Level Reading Fluency (K,1st, 2nd)

Kindergarten



Kindergarten-% At Grade Level Word Reading Fluency

1st Grade

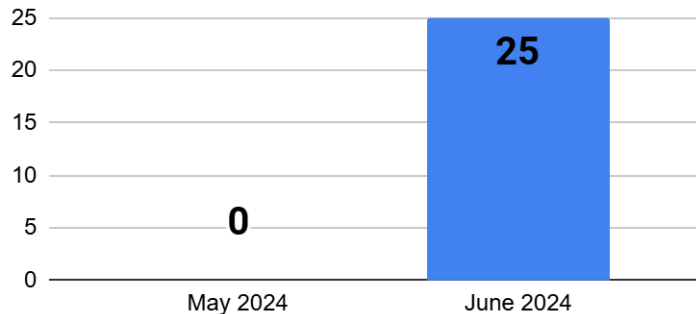


1st Grade - % at Grade Level Reading Fluency

54% of the kindergartners reached the grade level goal for word reading fluency, 80% of Kindergarteners showed significant improvement in word reading fluency.

42% of the 1st graders reached the grade level goal for oral fluency. 72% of the 1st graders demonstrated significant Improvement in reading fluency.

2nd Grade - % at Grade Level Re...



2nd Grade - % at Grade Level Reading Fluency

25% of 2nd graders met the grade level reading fluency goal. 63% of 2nd graders made significant progress towards the reading fluency grade level goal.

MULTILINGUAL Learners

We were fortunate to bring back a summer program for our K-5 multi-linguistic learners (English Language Development Program). It has been seven years since a K-5 ELD program was included in the summer program.

- For students who have been in our schools for a short period of time (some just a few weeks), Ms. Smallwood designed an intensive summer English program to add more vocabulary and context to the students' speaking and understanding. Ms. Smallwood also took the time to communicate daily with parents and families before and after summer school building a strong school connection for the parents and families.
- The focus in the summer ELD program for upper grade students was academic writing. Academic writing is an important and critical skill to develop. It is also a difficult skill for most students. Students learned the precision and structure of academic writing and had lots of practice answering short answer questions and longer essay questions. A 5th grade student remarked one day, *"I'm feeling much better about going to middle school because I know exactly what to do when I see an essay question on my test."* During the last week of summer school, some of the 4th and 5th ELD students were able to participate in the WAVE writing program at Robert Down School under the direction of recent PGHS graduate, Hailie Atkinson, and WAVE Director, Darryl Smith. The students were extremely grateful for Hailie's writing guidance and her ability to spark the love of writing in our students.
- One of the benefits of summer school is that it is an opportunity to try something new. Moving from an ELD program to a multi-linguistic learning program allows students to develop their heritage language along with English. Many of our Spanish-speaking students have expressed the desire to learn how to read and write Spanish as they are already fluent speakers. This summer, Mr. Jack McGovern, Spanish teacher at the Pacific Grove Adult School, volunteered his time to conduct a mini-Spanish Reading & Writing Academy with our upper grade students. Mr. McGovern will continue to work weekly with our Forest Grove students who want to learn how to read and write their heritage language. Perhaps this pilot

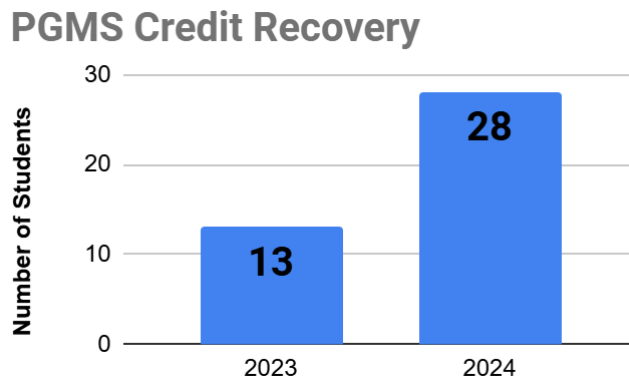
program could be a springboard to begin a discussion on how we might make mini-academies a way to boost students' heritage language skills along with their English language skills.



Reading Program- All elementary students participated in the PG Library summer reading program.

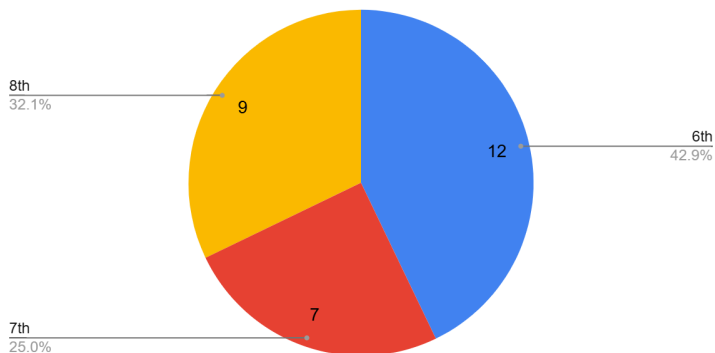
514 Books were read by summer school students in the month of June— an average of 9.2 books per student. Miss Mary, PG Librarian, enjoyed getting to see the summer school students at the library and provided several excellent reading activities for both of our library visits.

Middle School Credit Recovery- 28 students



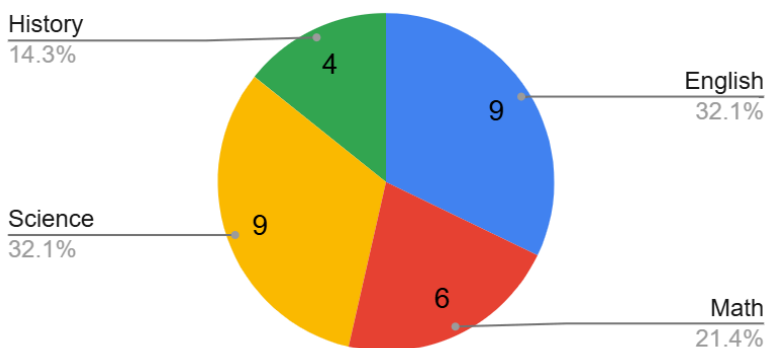
PGMS Credit Recovery (28 students)

By Grade Level



PGMS 2024 Credit Recovery

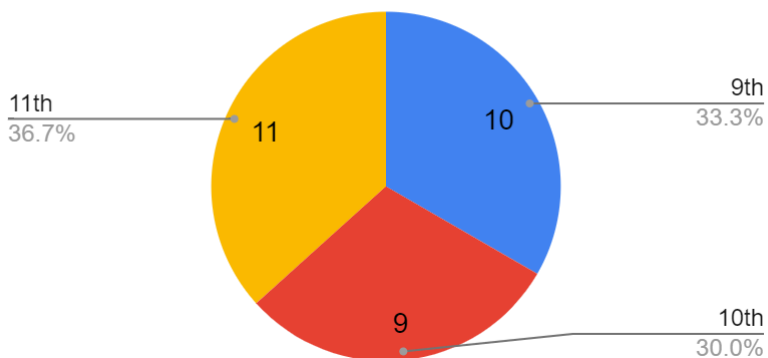
By Subject



Pacific Grove High School ~ 30 Credit Recovery Students

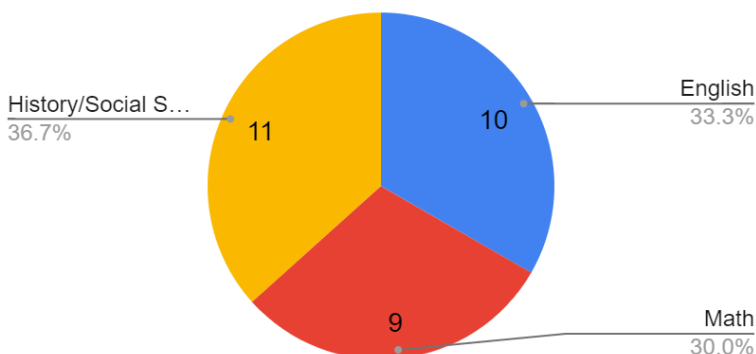
PGHS Credit Recovery (30 students)

By Grade Level



PGHS Credit Recovery (30 students)

By Subject



Summer School Year	Total Enrolled	Course Completion	% Course Completion
2021	49	21	42.9%
2022	55	44	80%
2023	47	46	98%
2024	30	30	100%



This is the first year that 100 % of the enrolled middle school and high school summer school students (58 total students) completed and received sufficient final grades to earn credit for their summer courses.



THANK YOU

Volunteers

A big **THANK YOU** to the **22** dedicated and remarkable volunteers who added to our Summer School program. Two PGHS students, Brianne Sabdo and Melissa Wang, worked daily in the primary classrooms. Community members—Glenn Walder, Jack McGovern, and Keith Larsen read with students, taught Spanish, and worked in the school garden. Forest Grove, Robert Down, PGMS, and PGHS students, along with the PG Youth Ambassadors, made our last day Mini-Olympics possible and a whole lot of fun! Thank you to Randy Randall, Andersen Chavez, Victor Chavez, Caleb Rivera, Wiley Randall, Trent Howell, Ty Howell, Ryder Smallwood, Aia Smallwood, Saioa Smallwood, Navaeh Killett, Lara El Rayes, Eleanor Randall, Claire Quasm, Kaitlyn Green, Olivia Englehorn, and Kristen Jones.



Kudos to Officer Hill for her many visits and participation in the Summer School Olympics. Thank you, PGUSD summer staff, who made every day welcoming and productive for our students.





Gen Ed. Number of Students Served:

114

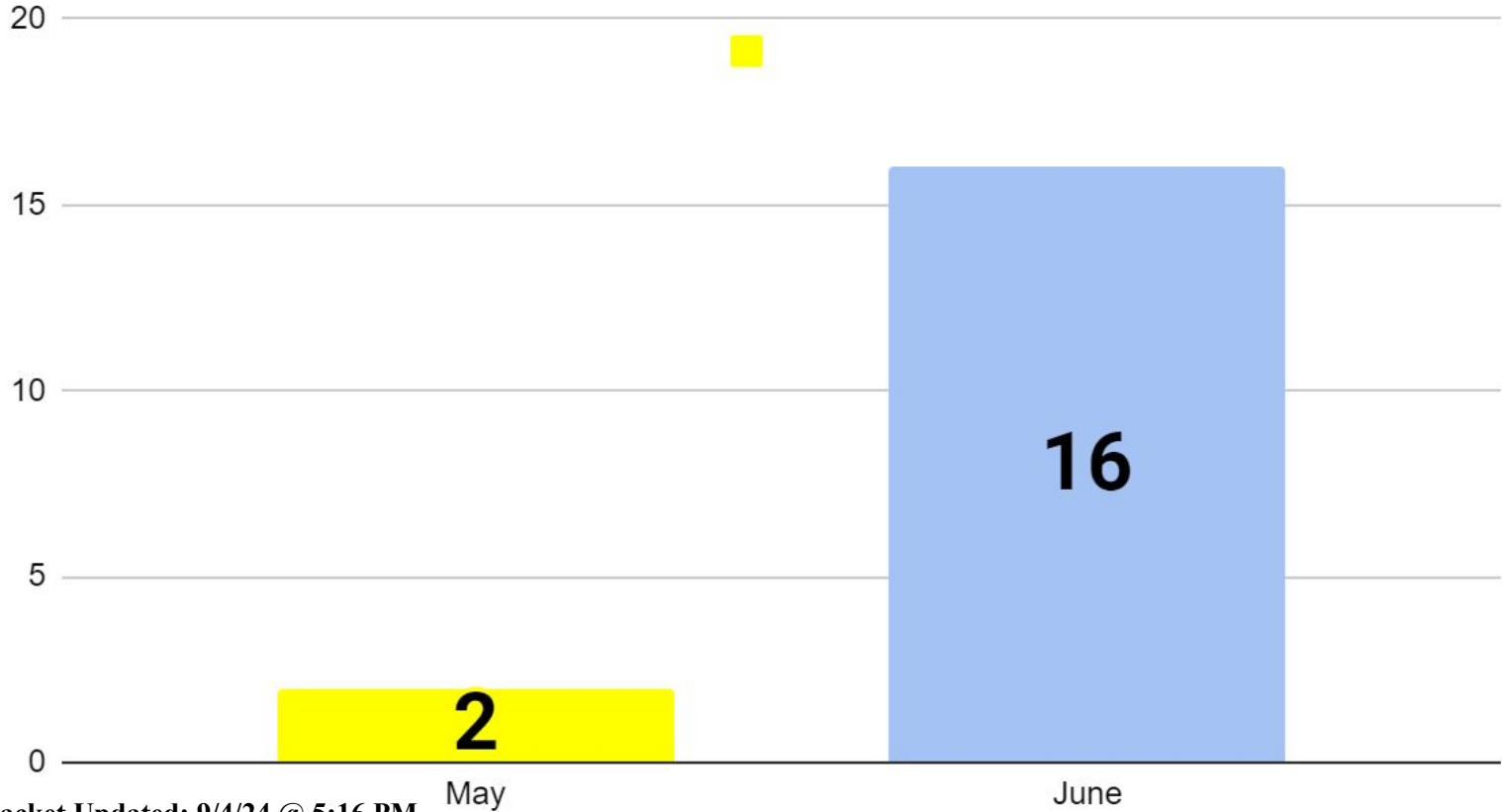
K, 1, 2 Reading- 37

K-5 English Language Development- 19

Middle School - 28

High School - 30

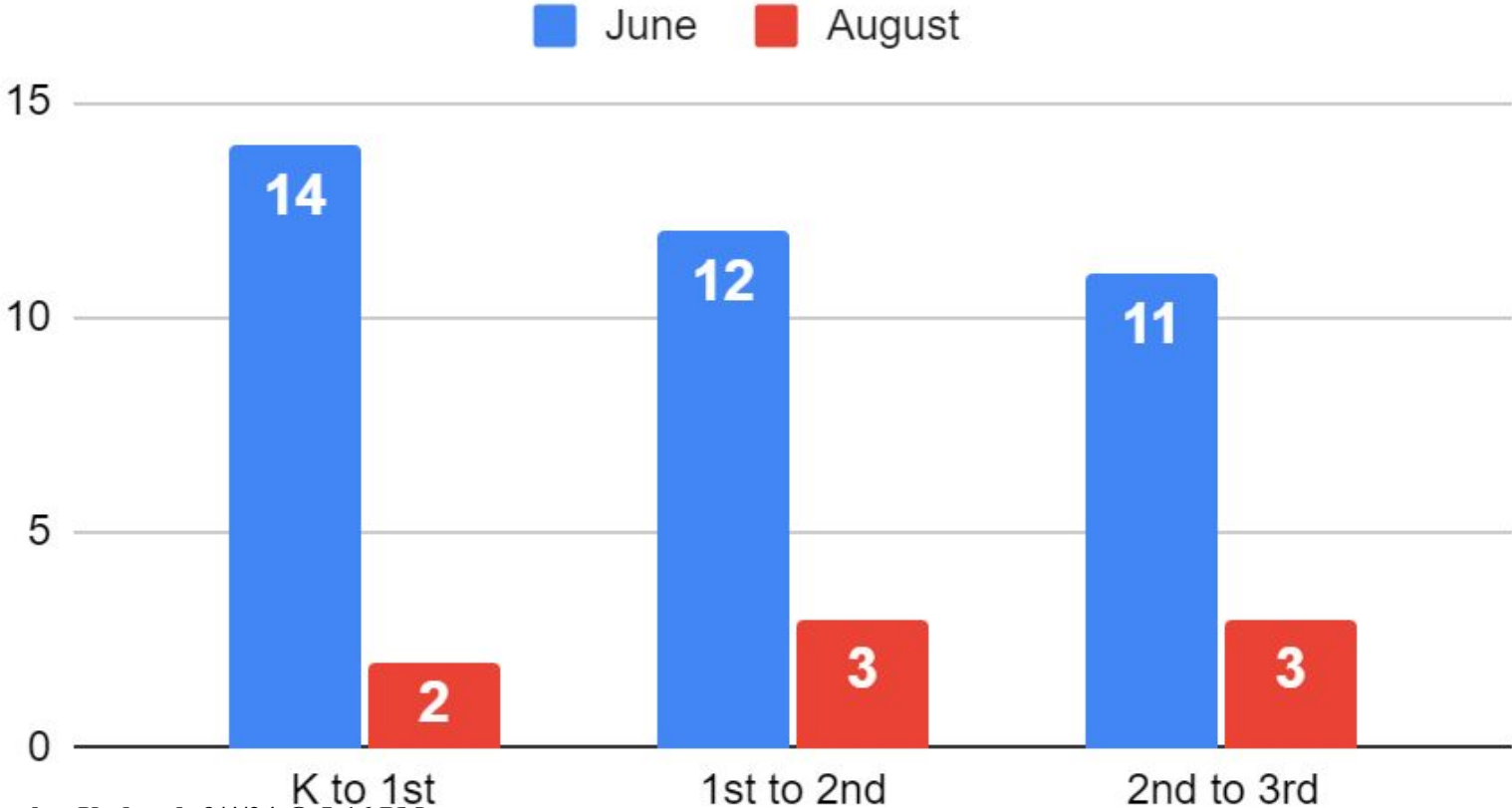
K, 1, 2 Students at End of Year Grade Level Reading Goal

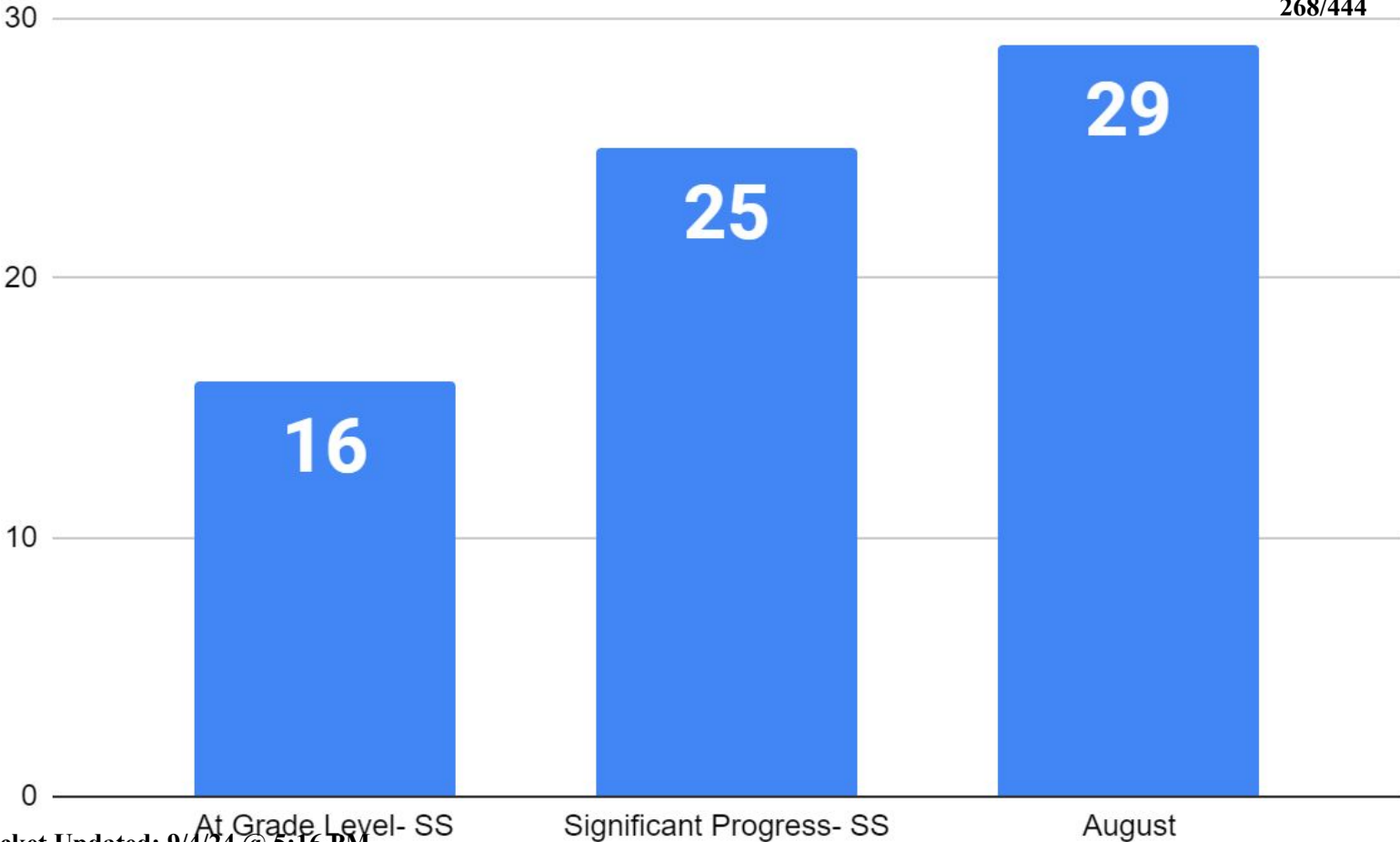




Does the success of the K-2 summer school reading program carry over into the start of the 2024-25 school ?

Students Needing Intervention







Does the success of the K-2 summer school reading program carry over into the start of the 2024-25 school ?



58 of the 58

**PGMS & PGHS Summer
School students passed
and received full credit
for their summer courses !**



100%



HIGHLIGHTS

K-5 ELD returned to summer school

- **Language Development for Newcomers**
- **Academic Writing for 4th and 5th Graders**
- **Spanish Academy for reading & writing**

HIGHLIGHTS

- Summer Reading Program ~ PG Library
- WAVE Writer Program
- Meals on Wheels Project
- Final Day Mini-Olympics



HIGHLIGHTS

22 Volunteers



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

SUBJECT: 2024 PGUSD Facility Needs Assessment Presentation by EHA/MGT

DATE: September 5, 2024

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

RECOMMENDATION:

District Administration recommends the Board review the 2024 PGUSD Facility Needs Assessment as presented by staff and EHA/MGT.

BACKGROUND:

The District Administration has been working to develop an actionable plan that will establish a Facility Needs Assessment (FNA) and a Facilities Master Plan (FMP) for the delivery of Measure D General Obligation Bond Projects (Fund 21).

The Board selected EHA/MGT as a consultant under the professional services agreement provisions afforded to an LEA under Government Code section 53060 and Public Contracts Code section 20111(d) to perform a Facilities Needs Assessment, and preliminary information for next steps associated with a Facilities Master Plan for PGUSD 6 school sites.

INFORMATION:

EHA/MGT staff will present to the Board all findings associated with the FNA and will outline for the Board the next steps in creating a comprehensive FMP for the Pacific Grove Unified School District (PGUSD).

A Facility Needs Assessment helps PGUSD align its physical resources and infrastructure with its current and future educational objectives. As educational paradigms shift towards more integrated and technology-driven approaches, the facilities must similarly evolve. The FNA will pinpoint areas where facility upgrades are necessary to support digital learning and where spaces can be reconfigured to foster collaborative and interactive learning experiences.

The Facility Needs Assessment process includes:

- **Facility Condition:** Reviewing the physical condition of existing school facilities
- **Educational Adequacy:** Analyzing how the school facilities support the educational goals of PGUSD
- **Technology Readiness:** Evaluate how the infrastructure supports modern technology
- **Planning for Future Expenditures:** Estimating costs for future budget planning

The **PGUSD District Summary of Findings** are categorized as Health and Safety, Modernization, Educational Adequacy, Site and/or Infrastructure Improvements and potential New Construction:

SUMMARY OF IMPROVEMENTS	
HEALTH AND SAFETY	\$ 1,733,669.36
MODERNIZATION	\$ 13,819,747.17
EDUCATIONAL ADEQUACY IMPROVEMENTS	\$ 4,785,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS	\$ 11,256,149.23
NEW CONSTRUCTION	\$ 7,925,000.00
SUBTOTAL	\$ 39,519,565.76
PROJECT SOFT COSTS	\$ 11,855,869.73
TOTAL ESTIMATED PROJECT COST	\$ 51,375,435.49

Forest Grove Elementary School Summary of Findings:

SUMMARY OF IMPROVEMENTS	PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY				\$ 45,000.00
Fencing improvements	Allowance	1	\$ 20,000.00	\$ 20,000.00
ADA Improvements	Allowance	1	\$ 25,000.00	\$ 25,000.00
MODERNIZATION				\$ 2,672,385.00
Floor coverings	SF	39,257	\$ 9.00	\$ 353,313.00
Interior painting	SF	19,959	\$ 2.00	\$ 39,918.00
Exterior window replacement	SF	39,257	\$ 22.00	\$ 863,654.00
Library modernization	SF	1,600	\$ 250.00	\$ 400,000.00
MPR Modernization	SF	4,062	\$ 250.00	\$ 1,015,500.00
EDUCATIONAL ADEQUACY				\$ 825,000.00
STEM Lab/maker space modernization	SF	1,500	\$ 450.00	\$ 675,000.00
Outdoor classroom	EA	1	\$ 150,000.00	\$ 150,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS				\$ 278,892.00
Electrical Distribution to meet technology needs	SF	39,257	\$ 6.00	\$ 235,542.00
Sewer line repairs/replace	LF	150	\$ 289.00	\$ 43,350.00
NEW CONSTRUCTION				\$ 1,570,000.00
Relocatable classroom replacement-Replace with Modular	EA	4	\$ 350,000.00	\$ 1,400,000.00
New shade structures	EA	2	\$ 85,000.00	\$ 170,000.00
SUBTOTAL				\$ 5,391,277.00
PROJECT SOFT COSTS				\$ 1,617,383.10
TOTAL ESTIMATED PROJECT COST				\$ 7,008,660.10

Robert Down Elementary Summary of Findings

SUMMARY OF IMPROVEMENTS	PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY				\$ 325,000.00
Fencing improvements for security	Allowance	1	\$ 160,000.00	\$ 160,000.00
Playground fall surface and ADA improvements	Allowance	1	\$ 165,000.00	\$ 165,000.00
MODERNIZATION				\$ 1,627,370.00
Floor coverings	SF	18,182	\$ 9.00	\$ 163,638.00
Interior painting	SF	43,781	\$ 2.00	\$ 87,562.00
Ceiling tiles/grid/plaster hard ceiling repairs	Allowance	25,000	\$ 10.26	\$ 256,500.00
Auditorium improvements-wall, ceiling repairs, finishes	Allowance	1	\$ 350,000.00	\$ 350,000.00
Auditorium-Refinish seating	EA	575	\$ 833.00	\$ 478,975.00
Interior doors	EA	45	\$ 1,989.00	\$ 89,505.00
Exterior doors-Hollow metal	EA	22	\$ 9,145.00	\$ 201,190.00
EDUCATIONAL ADEQUACY IMPROVEMENTS				\$ 1,650,000.00
STEM Lab/maker space modernization	SF	2,500	\$ 450.00	\$ 1,125,000.00
Outdoor classroom	EA	1	\$ 150,000.00	\$ 150,000.00
Library Modernization	SF	1,500	\$ 250.00	\$ 375,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS				\$ 2,082,699.05
Playcourt asphalt replacement	SF	38,093	\$ 12.00	\$ 457,116.00
Electrical Distribution to meet technology needs	SF	47,153	\$ 6.00	\$ 282,918.00
Sewer line replacement	LF	200	\$ 289.00	\$ 57,800.00
Fire sprinkler, backflow, riser and sprinkler heads	EA	1	\$ 54,660.00	\$ 54,660.00
Boiler replace with gas forced air - Main Building (Not covered under ABM contract)	SF	35,199	\$ 34.95	\$ 1,230,205.05
NEW CONSTRUCTION				\$ 3,755,000.00
New construction TK wing (to replace C-Wing relocatables)	EA	5,000	\$ 590.00	\$ 2,950,000.00
New Title 5 playgrounds for TK wing (includes site work and fall surface)	EA	2	\$ 275,000.00	\$ 550,000.00
New shade structures	EA	3	\$ 85,000.00	\$ 255,000.00
SUBTOTAL				\$ 9,440,069.05
PROJECT SOFT COSTS				\$ 2,832,020.72
TOTAL ESTIMATED PROJECT COST				\$ 12,272,089.77

Pacific Grove Middle School Summary of Findings

SUMMARY OF IMPROVEMENTS	PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY				\$ 370,000.00
Fencing improvements for security	Allowance	1	\$ 265,000.00	\$ 265,000.00
Secure entry vestibule	Allowance	1	\$ 60,000.00	\$ 60,000.00
ADA Improvements	Allowance	1	\$ 45,000.00	\$ 45,000.00
MODERNIZATION				\$ 2,453,038.36
Floor coverings-corridors	SF	6,500	\$ 9.00	\$ 58,500.00
Floor coverings-Classroom-LVT		20,000	\$ 12.00	\$ 240,000.00
Interior painting	SF	65,136	\$ 2.00	\$ 130,272.00
Ceiling tiles/grid	SF	65,136	\$ 10.26	\$ 668,295.36
Auditorium improvements-Seating Refurbishment	EA	598	\$ 833.00	\$ 498,134.00
Auditorium- finishes, fixtures	Allowance	1	\$ 280,000.00	\$ 280,000.00
Auditorium lighting	EA	1	\$ 152,000.00	\$ 152,000.00
Interior doors	EA	35	\$ 1,989.00	\$ 69,615.00
Window replacement-Shop bldg	SF	7,101	\$ 22.00	\$ 156,222.00
Serving Line Improvements	Allowance	1	\$ 200,000.00	\$ 200,000.00
EDUCATIONAL ADEQUACY IMPROVEMENTS				\$ 910,000.00
STEM Lab improvements (Shop Building E)	Allowance	1	\$ 85,000.00	\$ 85,000.00
Outdoor classroom	EA	1	\$ 150,000.00	\$ 150,000.00
Library Modernization	SF	1,500	\$ 250.00	\$ 375,000.00
CTE Programming Improvements-Culinary (preliminary)	Allowance	1	\$ 300,000.00	\$ 300,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS				\$ 2,867,692.91
Parking lot repair, slurry, and restriping	SF	23,116	\$ 6.00	\$ 138,696.00
Play structure replacement w/rubberized fall surface	EA	1	\$ 200,000.00	\$ 200,000.00
Electrical Distribution to meet technology needs	SF	65,136	\$ 4.11	\$ 267,708.96
HVAC- Shop bldg	SF	7,101	\$ 34.95	\$ 248,179.95
Fire alarm system	SF	65,136	\$ 7.00	\$ 455,952.00
Track resurfacing	SF	34,526	\$ 6.00	\$ 207,156.00
Turf playfield with track & field event spaces	EA	1	\$ 1,350,000.00	\$ 1,350,000.00
NEW CONSTRUCTION				\$ 85,000.00
New shade structures	EA	1	\$ 85,000.00	\$ 85,000.00
SUBTOTAL				\$ 6,685,731.27
PROJECT SOFT COSTS				\$ 2,005,719.38
TOTAL ESTIMATED PROJECT COST				\$ 8,691,450.65

Pacific Grove High School Summary of Findings

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 550,169.36			
Fencing improvements for security	Allowance	1	\$	110,000.00	\$ 110,000.00
ADA improvements	Allowance	1	\$	200,000.00	\$ 200,000.00
ADA Ramp to Baseball Field	LF	616	\$	65.21	\$ 40,169.36
Abatement Allowance for unforeseen conditions	Allowance	1	\$	200,000.00	\$ 200,000.00
MODERNIZATION		\$ 3,773,874.64			
Floor coverings	SF	50,402	\$	9.00	\$ 453,618.00
Interior painting	SF	95,338	\$	2.00	\$ 190,676.00
Ceiling tiles/grid classroom (Approx sq ft. Needs further evaluation)	SF	22,627	\$	10.26	\$ 232,153.02
Ceiling-Gym	SF	9,306	\$	13.27	\$ 123,490.62
Casework	Allowance	1	\$	150,000.00	\$ 150,000.00
Interior doors-L-wing, Library	EA	15	\$	1,989.00	\$ 29,835.00
Library/Media Center furnishings and improvements	Allowance	1	\$	350,000.00	\$ 350,000.00
Exterior window replacement	SF	84,546	\$	22.00	\$ 1,860,012.00
Exterior doors-Aluminum with glazing	EA	42	\$	9,145.00	\$ 384,090.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 925,000.00			
STEAM Labs modernization-Robotics maker space	SF	2,500	\$	250.00	\$ 625,000.00
Outdoor classroom	EA	2	\$	150,000.00	\$ 300,000.00
Culinary program improvements/expansion (Design TBD)	Allowance	1	\$	1,300,000.00	\$ 1,300,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 4,119,430.87			
Sidewalk replacement-campuswide	LF	5,037	\$	50.21	\$ 252,907.77
Landscaping improvements, outdoor seating	Allowance	1	\$	300,000.00	\$ 300,000.00
HVAC replacement with rooftop units	SF	85,338	\$	34.95	\$ 2,982,563.10
Swimming pool boilers	EA	2	\$	38,342.00	\$ 76,684.00
Electrical distribution upgrades (Allowance, cost contingent on engineer evaluation)	SF	84,546	\$	6.00	\$ 507,276.00
NEW CONSTRUCTION		\$ 770,000.00			
Relocatable Replacement	EA	2	\$	300,000.00	\$ 600,000.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL		\$ 10,138,474.87			
PROJECT SOFT COSTS		\$ 3,041,542.46			
TOTAL ESTIMATED PROJECT COST		\$ 13,180,017.33			

Pacific Grove Adult School Summary of Findings (Modernization)

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 93,500.00			
Fencing/gates improvements for security	Allowance	1	\$	65,000.00	\$ 65,000.00
ADA Improvements	Allowance	1	\$	28,500.00	\$ 28,500.00
MODERNIZATION		\$ 1,667,478.17			
Interior painting	SF	4,320	\$	2.00	\$ 8,640.00
Exterior painting	SF	19,962	\$	4.00	\$ 79,848.00
Floor coverings	SF	19,962	\$	9.00	\$ 179,658.00
Restroom Updates (fixtures under ABM contract)	SF	800	\$	400.00	\$ 320,000.00
Roofing, gutters, and downspouts replacement	SF	19,962	\$	16.00	\$ 319,392.00
Soffit repairs-main building	LF	687	\$	48.91	\$ 33,601.17
Exterior window replacement	SF	19,962	\$	22.00	\$ 439,164.00
Window wall reconstruction	Allowance	1	\$	150,000.00	\$ 150,000.00
Exterior doors-Aluminum with glazing	EA	15	\$	9,145.00	\$ 137,175.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 250,000.00			
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
CTE Programming improvements (Adult Education)	Allowance	1	\$	100,000.00	\$ 100,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 1,573,079.40			
Parking lot asphalt replacement and restriping	SF	34,013	\$	12.00	\$ 408,156.00
New Parking Area	SF	9,150	\$	18.77	\$ 171,745.50
Garden fencing to accommodate lawn equipment	Allowance	1	\$	26,000.00	\$ 26,000.00
HVAC Replacement	SF	19,962	\$	34.95	\$ 697,671.90
Backflow addition- main bldg	Allowance	1	\$	10,000.00	\$ 10,000.00
Fire alarm replacement	SF	19,962	\$	7.00	\$ 139,734.00
Electrical Distribution to meet technology needs	SF	19,962	\$	6.00	\$ 119,772.00
NEW CONSTRUCTION		\$ 1,745,000.00			
Relocatable classroom addition for adult transition	EA	2	\$	300,000.00	\$ 600,000.00
Modular classrooms in place of Nursing Annex for preschool	EA	2	\$	350,000.00	\$ 700,000.00
New Title 5 playgrounds for preschool (includes site work and fall surface)	EA	1	\$	275,000.00	\$ 275,000.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL		\$ 5,329,057.57			
PROJECT SOFT COSTS		\$ 1,598,717.27			
TOTAL ESTIMATED PROJECT COST		\$ 6,927,774.84			

Pacific Grove Adult School Summary of Findings (New Construction)

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 93,500.00			
Fencing/gates improvements for security	Allowance	1	\$	65,000.00	\$ 65,000.00
ADA Improvements	Allowance	1	\$	28,500.00	\$ 28,500.00
MODERNIZATION		\$ 292,110.00			
Interior painting	SF	4,320	\$	2.00	\$ 8,640.00
Exterior painting	SF	6,678	\$	4.00	\$ 26,712.00
Roofing, gutters, and downspouts replacement	SF	6,678	\$	16.00	\$ 106,848.00
Exterior window replacement	SF	4,320	\$	22.00	\$ 95,040.00
Exterior doors-Aluminum with glazing	EA	6	\$	9,145.00	\$ 54,870.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 250,000.00			
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
CTE Programming improvements (Adult Education)	Allowance	1	\$	100,000.00	\$ 100,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 926,111.60			
Parking lot asphalt replacement and restriping	SF	34,013	\$	12.00	\$ 408,156.00
New Parking Area	SF	9,150	\$	18.77	\$ 171,745.50
Garden fencing to accommodate lawn equipment	Allowance	1	\$	26,000.00	\$ 26,000.00
HVAC Replacement	SF	6,678	\$	34.95	\$ 233,396.10
Fire alarm replacement	SF	6,678	\$	7.00	\$ 46,746.00
Electrical Distribution to meet technology needs	SF	6,678	\$	6.00	\$ 40,068.00
NEW CONSTRUCTION		\$ 9,582,560.00			
Relocatable classroom addition for adult transition	EA	2	\$	300,000.00	\$ 600,000.00
Modular classrooms in place of Nursing Annex for preschool	EA	2	\$	350,000.00	\$ 700,000.00
New Title 5 playgrounds for preschool (includes site work and fall surface)	EA	1	\$	275,000.00	\$ 275,000.00
Replacement of main school building	SF	13,284	\$	590.00	\$ 7,837,560.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL		\$ 11,144,281.60			
PROJECT SOFT COSTS		\$ 3,343,284.48			
TOTAL ESTIMATED PROJECT COST		\$ 14,487,566.08			

Next Steps

The District will be asking the Board for direction to begin the next phase of the process which is to bring back an amendment to the EHA/MGT contract to begin the Facilities Master Planning (FMP) Process.

The FMP process will include soliciting input from community stakeholders, students, families, teachers and staff to provide the District with the most relevant data to make decisions regarding the future of PGUSD school facilities and modernization plans.

The Final PGUSD Needs Assessment is attached.

FISCAL IMPACT:

None



Districtwide Facility Needs Assessment

AUGUST 1, 2024

Pacific Grove Unified School District

Submitted by:

NERISSA SPARKS
DIRECTOR

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

DISTRICTWIDE FACILITY NEEDS ASSESSMENT

August 2024

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1. Introduction

The Districtwide Facility Needs Assessment provides an overview of the deferred maintenance and capital renewal required at Pacific Grove Unified School District sites. The capital renewal process involves the substantial replacement of building components that have reached the end of their useful life to ensure the building continues to function efficiently and safely. These projects align with the current priorities listed under the District’s current Measure D Project Plan. Additionally, the assessment aims to develop a comprehensive long-term plan to accommodate future program expansions and growth.

Education Code Section 17070.75 requires school districts to make all necessary repairs, renewals, and replacements to ensure that a project is at all times maintained in good repair, working order, and condition.

Education Code Section 17070.77 requires school district or county office of education governing board to certify, as part of the annual budget process and beginning in the fiscal year in which the project is funded by the state, that it is in compliance with the plan adopted for completing major maintenance requirements. The term, “major maintenance” means all actions necessary to keep roofing, siding, painting, floor and window coverings, fixtures, cabinets, heating and cooling systems, landscaping, fences, and other items designated by the governing board of the school district and county office of education in good repair. The plan must include the following components:

1. Identification of the major maintenance needs for the project.
2. Specification of a schedule for completing the major maintenance.
3. Specification of a current cost estimate for the scheduled major maintenance needs.
4. Specification of the schedule for funding the scheduled maintenance needs.
5. Review of the plan annually, as a part of the annual budget process.
6. Availability for public inspection of the plan.

In the sections that follow, elaboration and details are provided for District’s long-range planning for deferred maintenance. The District will continue to strive for continued improvement to the procedures and practices stated within the plan.

Executive Summary

The Districtwide Facility Needs Assessment (FNA) is an essential tool for reviewing school district facilities, determining recommended improvements and replacements, exploring available resources, and planning future maintenance expenditures.

EH&A/MGT was engaged to conduct a detailed assessment of the condition and adequacy of the District's facilities and develop a Facility Needs Assessment to identify five-year and long term plans for capital renewal and improvements. This information will be used to assist the District with planning of work needed to maintain the District's facilities.

The Pacific Grove Unified School District is navigating a pivotal period, requiring significant upgrades across its educational facilities to meet the evolving demands of modern education and ensure safety and accessibility for all students.

The District's science and technology infrastructures are primed for significant enhancements. Classrooms and labs, especially those for STEM, Robotics, and Career Technical Education (CTE) programs, need modernization to support sophisticated technological teaching and experimentation. This includes integrating maker spaces, utilizing flexible furniture, and creating outdoor classroom spaces that cater to various learning styles, fostering a more dynamic and inclusive educational environment.

The electrical systems across the District's campuses also require comprehensive updates. The existing distribution systems must be upgraded to handle advanced technologies that are integral to contemporary learning paradigms, ensuring that all facilities can support the digital demands of today's educational curricula.

Despite kitchens being remodeled in 2010 to accommodate basic warming and reheating, there is a growing need to enhance kitchen equipment and processes further. Improvements in these areas could greatly promote healthier meal options for students, aligning with current nutritional standards and wellness initiatives.

Physical education facilities are currently in good condition, aligning with the District's standards for maintaining active and engaging physical environments for students. However, broader districtwide needs include ADA (Americans with Disabilities Act)

1. INTRODUCTION

improvements to ensure all areas of the campuses are accessible to everyone, addressing both legal and ethical commitments to inclusivity.

Classrooms throughout the District require thorough modernization, which involves not only interior and exterior painting but also the replacement of outdated and obsolete ceiling systems, casework, and flooring. Additionally, some buildings need new windows and doors to enhance security and energy efficiency.

The District has judiciously utilized Measure D funds to address critical building envelope needs across all facilities. However, the rising inflation that followed the Covid-19 pandemic significantly reduced the number of projects that could be completed under Measure D. Currently, comprehensive updates are underway at all locations, including HVAC system replacements, plumbing fixture upgrades, and roofing repairs. Additionally, efforts are being made to seal 16,776 linear feet of gaps, particularly around doors and frames, to improve energy efficiency and structural integrity.

Pacific Grove Unified School District is facing a comprehensive set of challenges that, if addressed proactively, will significantly enhance the quality of education by transforming its facilities into safe, welcoming, efficient, and technologically advanced spaces conducive to learning and growth. This transformation will not only benefit current students but also set a precedent for future educational standards within the community.

Background

To provide an effective learning environment that supports the educational curriculum, school facilities should be designed and maintained appropriately. This requires good planning, which can be facilitated by accurate measurement of school capacities and enrollment projections. To achieve this, there must be good communication between facilities planning, design and construction, and facilities management. Feedback mechanisms that enable information exchange between operations and maintenance of facilities, planning, and design are also important to improve the quality of new and renovated schools.

To extend the serviceable life of schools and reduce life cycle costs, preventive and planned maintenance activities, sustainable facility operations, and a long-term capital improvement program are necessary. An aggressive energy and utility management

1. INTRODUCTION

program is also essential to reduce operating expenses and create a sustainable building environment. Furthermore, adequate custodial and grounds operations are necessary to maintain a clean, safe, healthy, and suitable learning environment.

The Local Control Funding Formula empowers school districts and county offices of education with complete local control over their maintenance programs, including funding and expenditure reporting. The objective of this report is to create a maintenance program, allocate budget, and procure necessary resources for the proper operation of educational facilities.

Facilities maintenance goes beyond just maintaining clean grounds and tidy rooms. The maintenance and operations team has the crucial role and responsibility of ensuring a secure and hygienic environment, managing the facility's security, regulating air quality and temperature, and managing water and waste control. These tasks become more challenging with older buildings.

The five typical categories of maintenance are predictive, preventative, routine, emergency, and deferred. The distinction between these categories are:

Predictive Maintenance – This includes forecasting the failure of equipment based on its age, user demand, and various performance measures. Predictive Maintenance is also known as “Capital Renewal.”

Preventative Maintenance – Is a planned program that includes lubricating, cleaning, painting, replacement of expendable parts and other activities designed to maintain the component as nearly as possible in its original condition.

Routine Maintenance – Includes activities that cannot be programmed or forecast to correct breakdowns. This could include unscheduled repairs to the heating and air conditioning systems, repair of roof leaks, responding to vandalism, etc.

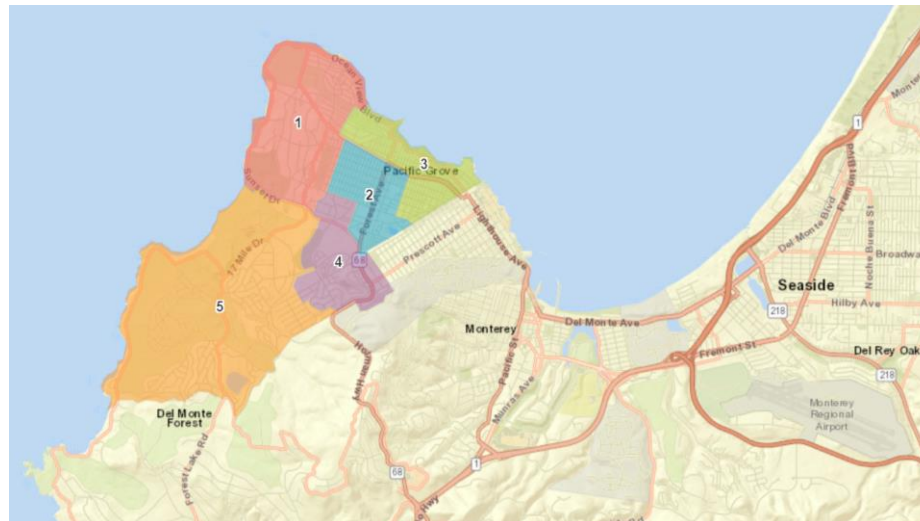
Emergency Maintenance – This category includes activities that cannot be programmed or forecasted, however, due to the nature of the breakdown, the repairs and corrections are considered an emergency.

Deferred Maintenance – Usually is maintenance work that has been deferred to a future budget cycle.

1. INTRODUCTION

District Profile

Pacific Grove Unified School District (PGUSD) is located on the Monterey Peninsula, nestled along the picturesque central coast of California, surrounded by the natural beauty of the Pacific Ocean and the lush landscapes of Monterey County. Neighboring districts include Monterey Peninsula Unified and Carmel Unified school districts.



PGUSD serves a population of approximately 1,800 grades TK-12 students in five schools:

- two elementary schools (K-5)
- one middle school (6-8)
- one high school (9-12)
- one continuation high school (9-12)

Additionally, the adult school serves approximately 2,500 students.

1. INTRODUCTION

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.

DISTRICT LEADERSHIP

PGUSD is governed by a Board of Trustees and led by a superintendent who oversees the day-to-day operations of the District. The board makes important decisions related to policies, budgets, and the overall direction of the District. At the time of this report, the Board of Trustees consisted of the following members:

<p>Brian Swanson, President <i>Trustee Area 2</i> Term Expires: 2024</p> <p>Dr. Elliot Hazen, Clerk <i>Trustee Area 3</i> Term Expires: 2026</p> <p>Laura Ottmar, Trustee <i>Trustee Area 1</i> Term Expires: 2026</p>	<p>Carolyn Swanson, Trustee <i>Trustee Area 4</i> Term Expires 2024</p> <p>Jennifer McNary, Trustee <i>Trustee Area 5</i> Term Expires: 2026</p> <p>Linda Adamson <i>Superintendent</i></p>
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Purpose of the Plan

At Pacific Grove Unified School District, ensuring the optimal learning environment for the students is paramount. A facility needs assessment is a crucial step toward achieving this goal, as it allows evaluation of the current condition of school facilities, identifying necessary improvements, and planning for future needs.

The primary purpose of this assessment is to provide a comprehensive evaluation of our educational facilities to ensure the evolving educational standards and safety requirements are met. This includes examining the structural integrity of buildings, the functionality of educational spaces, and the adequacy of support facilities. By doing so, a determination of the most pressing renovations, repairs, and expansions required to provide a safe and conducive learning environment can be established.

Moreover, the facility needs assessment helps Pacific Grove USD align its physical resources with its educational objectives. As educational paradigms shift towards more integrated and technology-driven approaches, the facilities must similarly evolve. This assessment will pinpoint areas where facility upgrades are necessary to support digital learning and where spaces can be reconfigured to foster collaborative and interactive learning experiences.

Financial stewardship is another critical component of the facility needs assessment. With detailed insights into the condition of the facilities, the District can prioritize investments, focusing on the most critical projects that ensure safety and enhance educational delivery while considering the District's budget constraints. This strategic approach to capital improvement planning is essential in maximizing resources and ensuring long-term sustainability.

1. INTRODUCTION



Pacific Grove High School "Breakers" Stadium

2. Methodology

To develop a facility assessment report, MGT gathers and analyzes both quantitative and qualitative data. The quantitative data includes facility assessments and capacity, enrollment projections, and demographic analysis. Qualitative data is gathered from conversations with district officials familiar with educational programs and facilities, as well as community input gathered through several methods. This qualitative data typically provides the “why” behind the numbers. Both forms of data are critical to the preparation of a comprehensive plan for the district that will meet the community’s needs in the future.

Facility Needs Assessment

The facility needs assessment is a detailed evaluation process aimed at identifying the current conditions and deficiencies of school facilities. This assessment focuses on various aspects of the school environment, including the physical condition of buildings, compliance with safety and accessibility codes, and the suitability of educational facilities to support current and future instructional needs. The key elements of a facility needs assessment typically include:

Facility Condition Assess: Physical inspections of buildings to evaluate structural integrity, mechanical systems, and overall maintenance needs.

Educational Suitability or Functionality: Evaluation of the ability of the facility to support and enhance educational program delivery. In collaboration with district administration, MGT developed the Educational Suitability and Technology Readiness Reference Guide (see Appendix B) to define the facility standards. These standards are based on the district’s current educational specifications and design practices. This document was reviewed and approved by the district and used as the basis for the Educational Suitability assessments. Moreover, the Guide defines standards for non-instructional areas like cafeteria, administration, and health suite and deals with safety issues like security vestibules, fencing, and bus/parent traffic patterns.

Technology Readiness: In addition to curricular areas, a Technology Readiness guide was developed outlining district’s current and planned technology structures in support of instruction. The Technology Readiness assessment reviews how well the infrastructure in the schools supports technology. It does not include an evaluation of the IT software or equipment. Instead, it

2. METHODOLOGY

reviews the infrastructure required to support current and future technology: electrical service to support charging of devices, wireless access, video streaming capacity, etc.

The outcome of a facility needs assessment is a comprehensive report that outlines critical deficiencies and prioritizes needs based on urgency and impact on the school's mission.

Building the Facility Master Plan

The facility needs assessment provides the main framework in which to build a facility master plan. A facility master plan takes a broader and more strategic approach compared to a facility needs assessment. It uses the data from the needs assessment to outline a long-term vision and roadmap for the development, renovation, and maintenance of school facilities over an extended period (typically 5 to 10 years). The facility master plan focuses on aligning the physical assets of the school district with its educational goals and projected growth. Components of a facility master plan include:

Vision and Goals: Articulation of the overarching educational and community objectives that the physical environment should support.

Strategic Initiatives: Identification of major projects and initiatives, such as new constructions, major renovations, or technology upgrades.

Capacity Analysis: Examination of space utilization to determine if facilities adequately accommodate current and projected student enrollments.

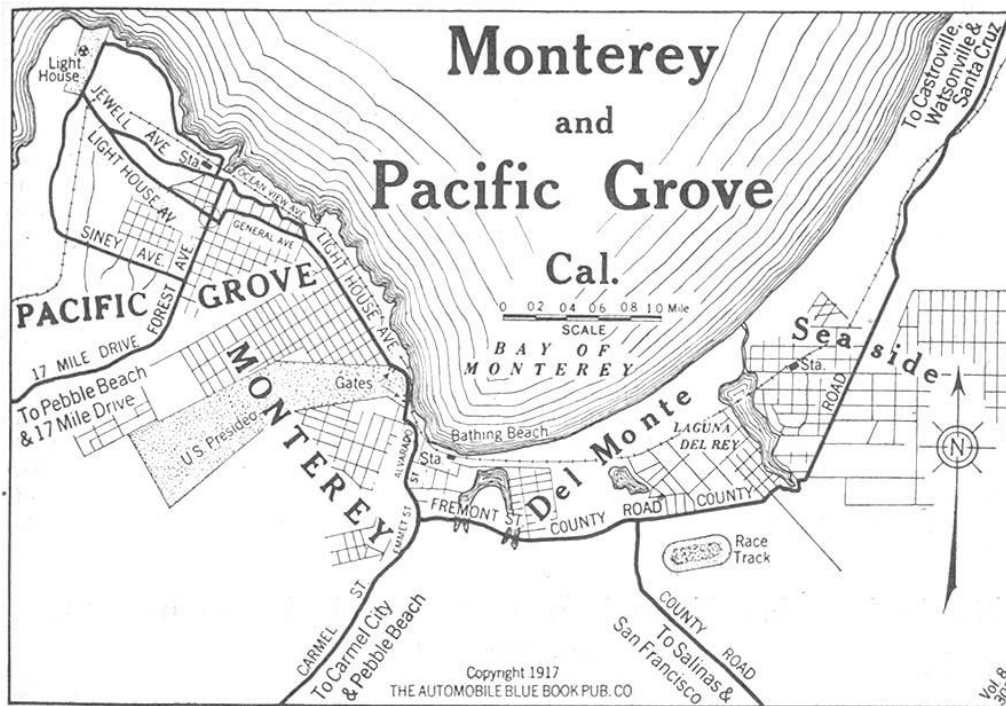
Implementation Schedule: A timeline that sequences projects logically, addressing the most critical needs first while considering budget constraints and potential funding sources.

Budget and Funding Strategies: Detailed cost estimates for each project and a plan for securing necessary funds through bonds, grants, or other sources.

2. METHODOLOGY

The facility master plan is a dynamic document that guides the district’s decision-making regarding its physical assets, ensuring that facilities support the district’s educational mission efficiently and effectively.

In summary, while the facility needs assessment identifies and prioritizes current deficiencies, the facility master plan provides a strategic framework for addressing these needs over time, aligning school facilities with broader educational goals and community expectations.



Pacific Grove and the Monterey Peninsula

3. Economic Overview

Maintenance Budgeting

Education Code Section 17070.77 requires school district or county office of education governing board to certify, as part of the annual budget process and beginning in the fiscal year in which the project is funded by the state, that it is in compliance with the plan adopted for completing major maintenance requirements. The term, “major maintenance” means all actions necessary to keep roofing, siding, painting, flooring and window coverings, fixtures, cabinets, heating and cooling systems, landscaping, fences, and other items designated by the governing board of the school district and county office of education in good repair. The plan must include the following components:

1. Identification of the major maintenance needs for the project.
2. Specification of a schedule for completing the major maintenance.
3. Specification of a current cost estimate for the scheduled major maintenance needs.
4. Specification of the schedule for funding the scheduled maintenance needs.
5. Review of the plan annually, as a part of the annual budget process.
6. Availability for public inspection of the plan.

ROUTINE RESTRICTED MAINTENANCE

Education Code Section 17070.75 requires school districts and county office of educations that participate in the State School Facility Program (SFP) to make all necessary repairs, renewals, and replacements to ensure that a project is at all times maintained in good repair, working order, and condition. This is accomplished by the establishment of a Routine Restricted Maintenance Account (RRMA) within the districts or county office of education’s general fund for the exclusive purpose of providing funds for ongoing and major maintenance of school buildings.

3. ECONOMIC OVERVIEW

In addition, Education Code Section 17070.75 requires a district or county office of education to deposit a specified amount in each fiscal year, for 20 years, when the SFP funds are received. Typically, the contribution amount is 3% of general fund expenditures annually. The RRMA has been the primary source of funding for school maintenance departments.

SCHOOL FACILITY PROGRAM

California's system of school facility finance is best described as a partnership between the state and local school districts. The state provides districts with financial support for new school construction and modernization projects through the School Facility Program (SFP), which was established in 1998. The SFP represented a major change in the way the state financed school facilities and was designed to simplify the overall structure of the State's School Facility program and create a more transparent and equitable funding mechanism. Under the program, new school construction projects are funded on a 50/50 state and local matching basis while modernization projects are funded on a 60/40 basis.

In 2016, a state bond was approved for the SFP which has been fully exhausted by 2023. Additionally, a \$15 billion SFP funding bond proposed in 2020 was rejected by voters. Consequently, SFP funding is presently unavailable, but the Legislature is actively working towards resolving this funding scarcity.

DEFERRED MAINTENANCE

In the past, the State Deferred Maintenance Program provided State matching funds to assist school districts and county office of educations with expenditures for major repair or replacement of existing school building components. Typically, this included roofing, plumbing, heating, air conditioning, electrical systems, wall systems, floor systems, etc. This Program was funded through the Deferred Maintenance Account (DMA), known as Fund 14.

Effective July 1, 2013, Assembly Bill 97 repealed the Deferred Maintenance Program and provided for the governing boards of each school district or county office of education to have full local control over deferred maintenance funds, expenditures, and earnings.

Deferred maintenance is usually necessary when regular routine maintenance is not conducted in a timely manner and the buildings, systems, and equipment require major repair or replacement which is often cost prohibitive.

3. ECONOMIC OVERVIEW

CAPITAL OUTLAY

In general, Capital Outlay Project Funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities and other capital assets. It is an investment to purchase new assets or to extend the useful life of assets owned. Capital outlay may include expenditures that result in the acquisition of fixed assets, existing buildings, improvements to sites, construction of buildings, construction of additions to buildings, retrofitting of existing buildings for energy conservation, and initial equipment and furnishings for educational facilities. These accounts provide additional resources for larger facility maintenance projects that exceed the funds available in the other accounts.

Measure D Bond

In March 2020, the voters of Pacific Grove Unified School District demonstrated their commitment to enhancing educational facilities by approving Measure D. This pivotal bond measure was designed to secure \$30 million in funding to repair, modernize, and upgrade the District's aging infrastructure. The core focus of Measure D has been on key areas such as improving roofing, ventilation, air conditioning, electrical systems, and updating security systems across all schools within the District.

Measure D represents not just a financial investment, but a long-term vision for creating safer, more technologically equipped, and supportive learning environments for students. From the installation of modern HVAC systems to the renovation of classrooms to meet current educational standards, the bond aims to ensure that facilities keep pace with the District's high academic goals.

This bond also addresses community and educational priorities by ensuring that the schools remain a cornerstone of the community, capable of boosting local property values through the presence of well-maintained educational facilities. Oversight measures and full public disclosure of spending have been integral to maintaining transparency and ensuring that funds are used exclusively for the stipulated improvements, without any diversion to administrative costs. Lists of completed and ongoing projects can be found in the individual site profiles contained in Appendix A.

Measure A Bond

On November 4, 2014, the voters with the Pacific Grove Unified School District approved an \$18 million General Obligation Bond to be used for Education Technology. Each property may be charged a maximum of \$17.96 per \$100,000 of assessed valuation over 18 years. Measure A was approved by voters with 59.79% of the vote.

The bond measure is intended to pay for technology-related projects and improvements including:

- Increasing student access to computer technology
- Upgrading instructional hardware educational software/digital curriculum
- Supporting the implementation of a multiyear, Districtwide educational technology plan
- Improving classroom and campus security systems
- Implementing student data management systems to facilitate improved student achievement

The bond funds are released in six separate series, approximately \$3 million every three years, over a period of 18 years. The first issuance, Series A, was released in the 2014-15 fiscal year. The District is currently working under the remainder of the third series of funds - Series C.

Future Bond Measures

The future of facilities funding for PGUSD includes an opportunity to allow voters to voice their opinion on the state of facilities. By engaging the community through this voting process, the District can ensure that the funds from the bond measure are aligned with the most pressing needs and priorities of the students, staff and community.

3. Educational Programming

In collaboration with District administration, EH&A/MGT developed the **Educational Suitability and Technology Readiness Reference Guide (Appendix B)** to define the facility standards. These standards are based on the District's current educational specifications and design practices. This document was reviewed, approved by the District, and used as the basis for the Educational Suitability assessments. The standards define four components for each type of instructional space:

1. **Learning environment** – Does the space provide an appropriate physical configuration, HVAC, lighting, acoustical treatment, etc. to support student learning?
2. **Size** – Does the space meet the defined size standard for square footage?
3. **Location** – Does the space exist in the right location?
4. **Storage/Fixed Equipment** – Does the space have what teachers and students need to be successful, including safety equipment, permanent cabinetry, and technology?

Moreover, the Guide defines standards for non-instructional areas like cafeteria, administration, and health services as well as safety items like security vestibules, fencing, and bus/parent traffic patterns.

In addition to curricular areas, a Technology Readiness guide was developed outlining District's current and planned technology structures in support of instruction. The Technology Readiness assessment reviews how well the infrastructure in the schools supports technology. It does not include an evaluation of the Instructional Technology (IT) software or equipment. Instead, it reviews the infrastructure required to support current and future technology: electrical service to support charging of devices, wireless access, video streaming capacity, etc.

4. Findings and Recommendations

Findings

The Facility Needs Assessment for individual locations is outlined in detail in Appendix A. The District's schools exhibit a mix of well-maintained areas and others requiring significant modernization to meet current educational standards. Notable improvements needed across several schools. Some notable improvements are:

- HVAC replacements at Pacific Grove High School and Robert Down Elementary School (not previously completed under Measure D)
- Electrical updates to support 21st Century technology
- ADA improvements
- Door and window replacements
- Modernization of classroom finishes and fixtures
- Security improvements such as fencing and single-entry vestibules
- Playgrounds and play equipment

The assessments have itemized the facility needs across PGUSD's educational sites providing a clear picture of required upgrades and replacements to align with the District's mission and educational objectives.

Recommendations

1. **Priority Projects:** Continue building envelope preservation and initiate urgent repairs and updates in facilities showing significant wear and/or safety vulnerabilities, electrical systems, mechanical systems, and security enhancements not previously completed under Measure D.

4. FINDINGS AND RECOMMENDATIONS

2. **Modernization Initiatives:** Focus on classroom and facility upgrades that support modern educational delivery, including technology infrastructure enhancements and space reconfigurations for collaborative and flexible learning environments.
3. **Safety and Compliance:** Address ADA compliance and safety through structural security improvements, including the installation of fencing and secure accessible entryways.
4. **Sustainable Practices:** Continue updating systems for energy-efficiency and utilize materials in all renovation and construction projects to reduce long-term operational costs and environmental impact.
5. **Demographics, Enrollment Projections and Utilization:** Determine and analyze the efficient and effective use of facilities through a capacity and utilization study.
6. **Funding and Community Engagement:** Advocate for the approval of bond measures and funding initiatives to finance the necessary improvements and ensure ongoing maintenance and modernization of school facilities. Engage the community through informative sessions and open dialogues to highlight the impact of improved facilities on student learning and safety.

These recommendations will allow PGUSD to maintain a high standard for educational facilities. These efforts are critical to ensuring the continued functionality of these facilities contribute to learning and growth while reflecting the community's core values and educational needs. Specific information related to improvements and cost estimates for each facility are outlined in the Facility Condition Assessments – Appendix A.



Free Roaming Monterey Deer on Forest Grove Elementary School Playfield



Appendix A- Facility Condition Assessments

Shared Vision for Educational Excellence

Pacific Grove Unified School District (PGUSD) is dedicated to fostering a successful, secure, stimulating, and supportive educational journey, emphasizing the significance of learning for every student. The primary aim of the Facility Condition Assessment is to systematically record the facilities needs throughout PGUSD's 6 educational sites and 1 support facility. This crucial documentation will lay the groundwork for future analysis and enhancement of these needs, ensuring they align with our district's mission, values, and educational objectives.

Facility Upgrades and Asset Protection

This document outlines the strategies for addressing various facility needs within the district, including maintenance, advancements in educational delivery, energy efficiency measures, and technology infrastructure enhancements, while also safeguarding existing district assets. It is important to note that the implementation timeline is flexible, allowing for prioritization based on immediate needs, available resources, and budget allocations.

Modernization and Infrastructure Upgrades

PGUSD maintains a robust infrastructure, but to support our valued educational programs effectively, updates or replacements are sometimes necessary. Key infrastructure components, such as roofs, plumbing, HVAC systems, electrical systems, and windows, need ongoing attention. Additionally, to support both existing and new 21st Century educational programs, modifications to classroom and support spaces may be required. The district also prioritizes the installation of new playgrounds with safety surfaces, and water stations, ensuring our students' health and safety.

Aesthetics and Community Engagement

PGUSD aims to present a welcoming and visually attractive environment for students, parents, and the community. This includes necessary repairs and updates to exteriors, fencing, landscaping, irrigation systems, public walkways, driveways, stair accesses, paving, windows, and paintwork.

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Implementation and Leadership Collaboration

The assessment of facility needs was conducted under the leadership of EH&A/MGT Consulting, Inc, who have collaborated closely with district leadership through various meetings. These discussions, involving key district leaders, help pinpoint critical and broad needs across the campuses. These include IT upgrades, long-term maintenance, and the renewal or replacement of relocatable classrooms, along with specific requirements at the Education Support Center.

Summary of Cost Estimates

Based on this assessment, it is estimated that the District should anticipate an overall cost as summarized in the following categories:

SUMMARY OF IMPROVEMENTS	
HEALTH AND SAFETY	\$ 1,733,669.36
MODERNIZATION	\$ 13,819,747.17
EDUCATIONAL ADEQUACY IMPROVEMENTS	\$ 4,785,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS	\$ 11,256,149.23
NEW CONSTRUCTION	\$ 7,925,000.00
SUBTOTAL	\$ 39,519,565.76
PROJECT SOFT COSTS	\$ 11,855,869.73
TOTAL ESTIMATED PROJECT COST	\$ 51,375,435.49

Please note: Total project cost is the sum of the total construction cost; project development; total equipment costs; total other costs and represents the estimated total cost of the project upon its completion. These estimates need to be adjusted to be consistent with changes to the overall project schedule, as well as to changes in the scope of the individual projects. Project costs included in this plan are for planning purposes and do not reflect actual bid cost. At the time of project development, cost will need to be adjusted to reflect bid pricing and environment at the time of bid.

Forest Grove Elementary

302/444

Year Built: 1959 (MPR– 1961)

Grade Configuration: TK-5

2023-2024 Enrollment: 345



Total Square Footage:

39,257





Total Classrooms:

28

Total Acres:

18

KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  MULTIPURPOSE ROOM
-  ADMINISTRATIVE

SUMMARY: Forest Grove Elementary School was constructed in 1959, with the MPR added in 1961. Recently, the roofing, exterior painting and HVAC have been updated on all buildings. The school opened its doors to students on December 1, 1959 under the name of Congress Ave School. However, in early 1960, the community voted to change the name to its current namesake.



The school consists of a main building containing administrative space and an MPR, four permanent classroom buildings with four classrooms per building, a standalone library, a group of modular classrooms to house kindergarten and a row of four relocatable classrooms. At the time of visit, the school was undergoing major improvements to include HVAC replacement, lighting improvements, painting and roofing. According to DSA records, in 2008 the administration building and kitchen underwent \$1.05M in improvements with funding from Prop. 47 (2002).

MEASURE D PROJECTS:

2022-2023 Budget Year

Roofing & painting bldgs. A, G & K
Before & after school room flooring

2023-2024 Budget Year

Roofing & painting bldgs. B, C & D
New Furnaces Bldgs A, B, C, D, G, K-1
HVAC Bldgs E, F, K-2
Campus Signage
Asphalt sealing

2024-2025 Budget Year

Replace kinder playground



FACILITY CONDITIONS:

Structural: The structural integrity of the permanent buildings is good, with only a need for routine maintenance and exterior painting.

Roofing: New roof systems have been installed (or will be completed in 2024) on all permanent and modular structures. The roof systems on portables E1 through E4 consists of a standing seam metal roof system and are about 24 years old. The systems have been repaired as needed, however the District should consider replacement depending on the future plans for these buildings.

HVAC: All furnaces and wall hung units were replaced in Summer 2024, along with improvements to efficiency through the CalShape program.

Electrical: No evidence of major upgrades to the original system. Several new breaker panelboards were observed, likely for new surface mounted circuits. Much of the distribution system is surface mounted, and extension cords are used to accommodate the lack out power outlets. The exit signage is being replaced/installed Summer 2024.

Plumbing: The plumbing mains and supply lines appeared to be in good condition with repairs completed as needed. Updates were made to the kitchen feed lines during the 2010 kitchen modernization. The cast iron sewer line is due for replacement as it is original to the facility.

Fire Systems: The fire alarm system is in good condition with proper annual and 5-year inspections completed where required.

Grounds: The grounds are in good condition. The kindergarten playground equipment is due for replacement next budget year under Measure D. The student drop off area underwent improvements in 2016.

Classroom Modernization: Most classroom interiors require updates, with carpeting and vinyl composite tile (VCT) showing signs of age and needing replacement. The condition of interior paint is passable but requires attention in numerous rooms.

Additionally, the casework, much of which is original and worn, is overdue for modernization. The last modernization project took place in 2002 and included all permanent buildings and the kindergarten modular classrooms.

Doors and Windows: The doors are in good to fair condition with newer hardware. The windows are single pane and are due to be updated for efficiency, safety and security.

Multipurpose Room (MPR): The Multi-Purpose Room (MPR) is currently in fair condition. The stage floor, presently made of raw plywood, requires replacement to improve the performance area; options include Marley or black box flooring. The vinyl composite tile (VCT) flooring is approaching the end of its lifespan, exhibiting cracking and peeling, particularly at the edges. Additionally, the MPR's interior would benefit from a fresh coat of paint. The original spline ceiling tiles are also showing signs of wear, with some peeling; an upgrade to modern ceiling materials is recommended.



Forest Grove Elementary School MPR Stage Floor

SUMMARY OF IMPROVEMENTS	PRELIMINARY COST ESTIMATES				
HEALTH AND SAFETY				\$	45,000.00
Fencing improvements	Allowance	1	\$	20,000.00	\$ 20,000.00
ADA Improvements	Allowance	1	\$	25,000.00	\$ 25,000.00
MODERNIZATION				\$	2,672,385.00
Floor coverings	SF	39,257	\$	9.00	\$ 353,313.00
Interior painting	SF	19,959	\$	2.00	\$ 39,918.00
Exterior window replacement	SF	39,257	\$	22.00	\$ 863,654.00
Library modernization	SF	1,600	\$	250.00	\$ 400,000.00
MPR Modernization	SF	4,062	\$	250.00	\$ 1,015,500.00
EDUCATIONAL ADEQUACY				\$	825,000.00
STEM Lab/maker space modernization	SF	1,500	\$	450.00	\$ 675,000.00
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS				\$	278,892.00
Electrical Distribution to meet technology needs	SF	39,257	\$	6.00	\$ 235,542.00
Sewer line repairs/replace	LF	150	\$	289.00	\$ 43,350.00
NEW CONSTRUCTION				\$	1,570,000.00
Relocatable classroom replacement-Replace with Modular	EA	4	\$	350,000.00	\$ 1,400,000.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL				\$	5,391,277.00
PROJECT SOFT COSTS				\$	1,617,383.10
TOTAL ESTIMATED PROJECT COST				\$	7,008,660.10

Robert H. Down Elementary

308/444

Year Built: 1921, 1929

Grade Configuration: TK-5

2023-2024 Enrollment: 403



Total Square Footage:

47,153



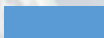

Total Classrooms:

24

Total Acres:

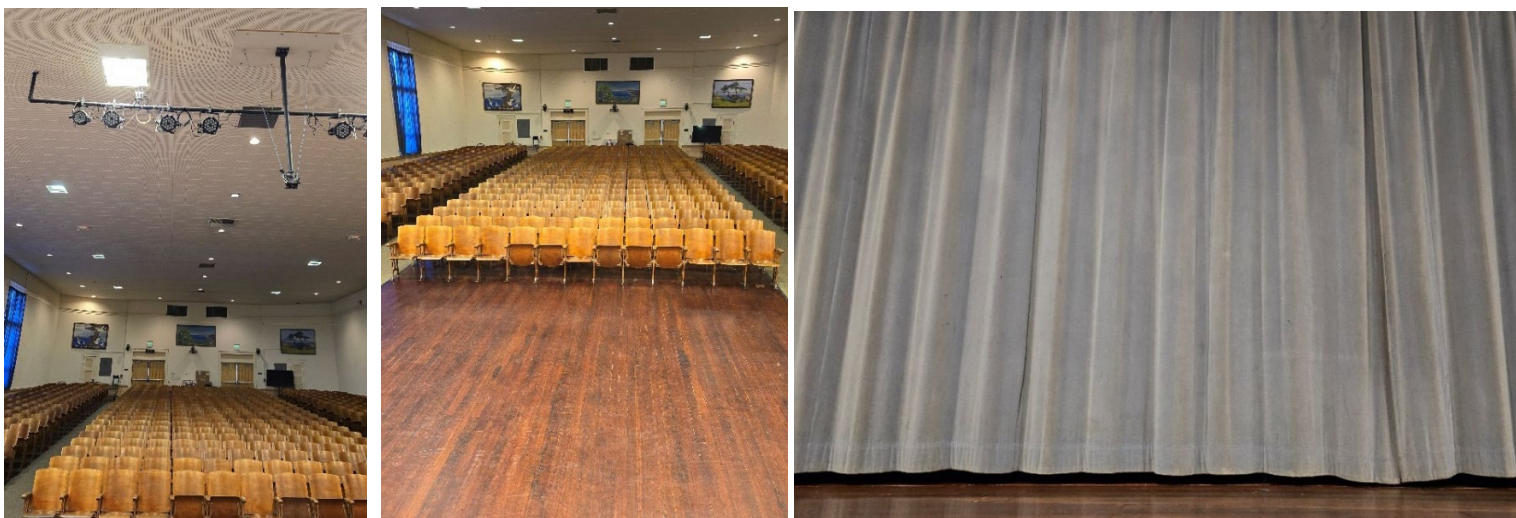
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KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  AUDITORIUM/CAFETERIA
-  ADMINISTRATIVE

SUMMARY: Robert H. Down (RHD) Elementary School was constructed in 1921, with the additions added in 1929. The school's namesake, Robert H. Down, was a significant figure in Pacific Grove's education system, serving as the principal of Pacific Grove Elementary School for over 31 years until his retirement in 1945. Under his leadership, the school expanded from 200 students and eight teachers to 1,300 students and 35 teachers. His long tenure in education also included serving on the County Board of Education for 35 years, presiding as its president for four terms. After his retirement, he remained a respected community member until his passing. The growth and development of the school during his administration reflects his dedication and impact on education in Pacific Grove.

The historical elements of RHD have been meticulously maintained, yet some of the original finishes and fixtures no longer meet the needs of today's students. While the auditorium features original and well-preserved wood seating and hardwood floors, it still needs several updates. These updates would include new paint and ceiling repairs due to past roof leaks, modern LED lighting, ADA accessibility enhancements, and improvements to the stage rigging, curtains, sound and lighting to transform the space into a 21st-century learning environment.



Robert H. Down Elementary School Historic Auditorium

The original structure featured two courtyards flanked by classrooms, with the auditorium centrally located. Today, one courtyard is preserved, while the other has been transformed into a contemporary kitchen and cafeteria space, a project completed in 2004. This updated area includes heating and skylights, though it offers limited storage. Overall, the space adequately accommodates the current student population, barring the challenges presented by the lack of storage. The remaining open courtyard could be converted into outdoor flexible learning space by adding seating and outdoor teaching station. The space now houses student raised bed gardens. While the cafeteria space is adequate for students, the adjoining library is dated and due for modernization.



Robert H. Down Elementary School Courtyard and Library

Currently, the HVAC, lighting and plumbing fixtures are undergoing efficiency improvements and replacements under contract with ABM, Inc. The shingle roof was recently replaced on the main building, but the damage from prior leaks still needs to be repaired and painted throughout. The C-Wing relocatable classrooms (1997) are damaged beyond their useful life and are planned for removal. Past modernization projects have taken place in 2004 and 2010 totaling \$2.98M and \$1.6M respectively. Additional Measure D projects, both completed and planned, are listed below.

MEASURE D PROJECTS:

2021-2022 Budget Year

Playground replacement
Play yard drain installation
Main building flat roof coating

2022-2023 Budget Year

Replace east playground

2023-2024 Budget Year

West hallway floor replacement
Replace play equipment (adaptive swing included)
New campus signage
Play yard drainage
HVAC Replacement (ABM)
Plumbing fixture replacement (ABM)
Fire alarm upgrades

2024-2025 Budget Year

Replace modular building 1st grade
Replace TK playground

FACILITY CONDITIONS:

Structural: The structural integrity of the permanent buildings appears to be sound.

Roofing: The shingle roof system is relatively new and in good condition. The clay tile roof at the front of the building is also in good to fair condition, with only minimal cracked or broken tiles. The standing seam metal roofs on the relocatable and modular classrooms have historically leaked but have undergone repairs along the seams. The long-term integrity of these buildings could be enhanced either by replacing the roofs or by applying a single-ply system suitable for overlaying on standing seam roof systems.

HVAC: The existing 20-year-old heating is undergoing replacement in all auxiliary buildings, however new heating and air is needed in the main building. Many rooms have single zone residential thermostats of various manufacturers, ages and conditions. It is recommended that all systems are upgraded to EMS.

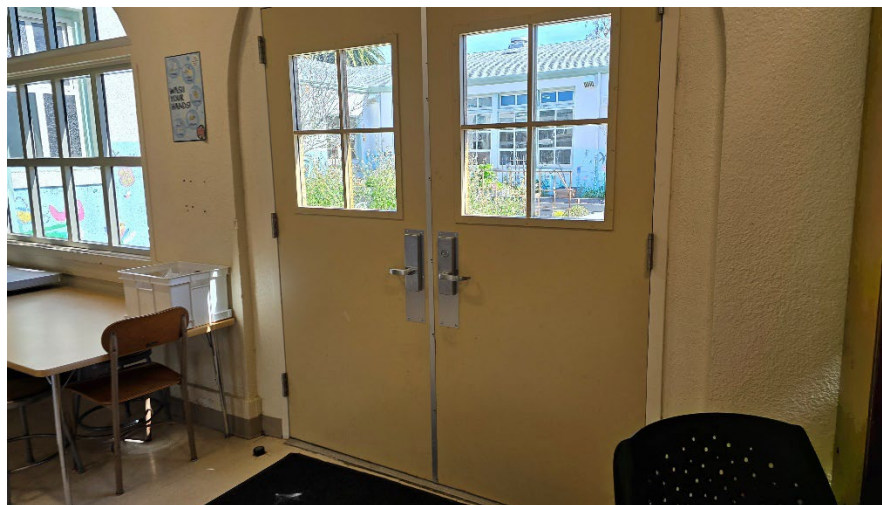
Electrical: The electrical panelboards and breakers were replaced in 2004 and are in good condition. However, much of the distribution system appears to be older. Classrooms could use more outlets to accommodate technology for a 21st Century Learning environment.

Plumbing: The plumbing and sewer mains are in fair condition, with the sewer line due for replacement. The interior supply and waste lines require further evaluation and replacement as needed.

Fire Systems: The obsolete fire alarm system is undergoing complete upgrade/replacement in 2024. The fire sprinkler system in the lower mechanical room requires replacement of the backflow (exterior), fire riser, and fire sprinkler heads, as well as replaced piping where necessary.

Doors and Windows: The exterior metal frames and doors of most of the building require replacement. The historic entry doors have been updated with modern hardware and are in good to fair condition. The windows in most classroom buildings are

relatively new and well-maintained. Interior doors, frames and hardware are in fair to poor condition and should be prioritized for replacement in the next modernization project.



Robert H. Down Elementary School Exterior Doors

Classroom Modernization: Most classroom interiors require updates, with carpeting and vinyl composite tile (VCT) showing signs of age and needing replacement. The condition of interior paint requires attention in numerous rooms due to previous roof leaks. Ceiling tiles need to be replaced (or refinished where there are hard ceilings) throughout all buildings, especially those in the relocatable and modular classrooms. The annex (A-wing) is most in need of updates to interior finishes.

Relocatable and Modular Classrooms: The condition of the C-wing relocatable classroom is unsatisfactory. These 1997 buildings are due for removal due to their poor condition. Classrooms E-1 through E-4 are in need of painting, flooring, ceiling and casework improvements.



C-Wing Relocatable Classrooms

Corridors: The interior corridors need repairs to plaster, painting and VCT replacement. The west corridor is scheduled for flooring replacement in Summer 2024

Grounds: The asphalt playground is in poor condition and due for replacement. The loose aggregate, multiple large cracks and spauling make it a poor candidate for spot repairs and sealcoating. The play equipment is in good to fair condition, however replacing the wood chips with a rubberized fall surface would improve ADA accessibility. The play area drainage improvements are planned for completion in 2024. Fencing around the property is either incomplete or consists of older wood fencing from neighboring properties. New perimeter fencing with proper gates and panic hardware is imperative for safety and security.

New Transitional Kindergarten Wing: In place of the C-Wing relocatable classrooms, a new Transitional Kindergarten wing will be constructed to include 3- Title 5 compliant classrooms, teaching support space and two new age appropriate play structures with rubberized fall surface and shade structures.

Auditorium Improvements: Refinish seating, repair and paint walls, and improvements intended to restore the historic character of the theater space.



Robert H. Down Elementary School Playground

Existing Transitional Kindergarten Program: The existing program is located in a residential type of property that has been improved and modernized to accommodate the program. The space has been outfitted with proper fire and life-safety equipment. Electrical power is functional with respect to its original design, however, lacks modern capacities and safety capabilities. Lighting has been retrofitted to improve illumination and energy efficiency. The facility interior is in good condition with fresh paint and finishes. The play equipment is in fair condition and is due for replacement to include accessibility features in the near future.

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 325,000.00			
Fencing improvements for security	Allowance	1	\$	160,000.00	\$ 160,000.00
Playground fall surface and ADA improvements	Allowance	1	\$	165,000.00	\$ 165,000.00
MODERNIZATION		\$ 1,627,370.00			
Floor coverings	SF	18,182	\$	9.00	\$ 163,638.00
Interior painting	SF	43,781	\$	2.00	\$ 87,562.00
Ceiling tiles/grid/plaster hard ceiling repairs	Allowance	25,000	\$	10.26	\$ 256,500.00
Auditorium improvements-wall, ceiling repairs, finishes	Allowance	1	\$	350,000.00	\$ 350,000.00
Auditorium-Refinish seating	EA	575	\$	833.00	\$ 478,975.00
Interior doors	EA	45	\$	1,989.00	\$ 89,505.00
Exterior doors-Hollow metal	EA	22	\$	9,145.00	\$ 201,190.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 1,650,000.00			
STEM Lab/maker space modernization	SF	2,500	\$	450.00	\$ 1,125,000.00
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
Library Modernization	SF	1,500	\$	250.00	\$ 375,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 2,082,699.05			
Playcourt asphalt replacement	SF	38,093	\$	12.00	\$ 457,116.00
Electrical Distribution to meet technology needs	SF	47,153	\$	6.00	\$ 282,918.00
Sewer line replacement	LF	200	\$	289.00	\$ 57,800.00
Fire sprinkler, backflow, riser and sprinkler heads	EA	1	\$	54,660.00	\$ 54,660.00
Boiler replace with gas forced air - Main Building (Not covered under ABM contract)	SF	35,199	\$	34.95	\$ 1,230,205.05
NEW CONSTRUCTION		\$ 3,755,000.00			
New construction TK wing (to replace C-Wing relocatables)	EA	5,000	\$	590.00	\$ 2,950,000.00
New Title 5 playgrounds for TK wing (includes site work and fall surface)	EA	2	\$	275,000.00	\$ 550,000.00
New shade structures	EA	3	\$	85,000.00	\$ 255,000.00
SUBTOTAL		\$ 9,440,069.05			
PROJECT SOFT COSTS		\$ 2,832,020.72			
TOTAL ESTIMATED PROJECT COST		\$ 12,272,089.77			

Pacific Grove Middle School

317/444

Year Built: 1911, 1948

Grade Configuration: 6-8

2023-2024 Enrollment: 445



Total Square Footage:

65,136





Total Classrooms:

27

Total Acres:

13.7

KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  AUDITORIUM/GYM
-  ADMINISTRATIVE

SUMMARY: Pacific Grove Middle School (PGMS) is the oldest school in the district, constructed in 1911, with reconstruction in 1948 following a devastating fire in 1946. The school was originally opened as a high school in the newly planned and constructed Hillcrest Tract of Pacific Grove, then later converted to become the junior high school as the community grew in population.



Pacific Grove Middle School, Before and After 1946 Fire

Pacific Grove Middle School (PGMS) exhibits a mix of well-maintained facilities and areas in need of modernization to better serve its student population. The school's physical infrastructure shows the ongoing efforts to maintain and upgrade where necessary, alongside clear indicators of areas requiring attention.

Starting with the positives, the school benefits from recent upgrades such as LED lighting and new windows in most of the building, ensuring energy efficiency and improved lighting conditions. The classroom floors are in good condition, with only wood refinishing required, preserving the aesthetic and functional quality of learning spaces. Notably, portable classroom ramps appear to be new or very well-maintained, enhancing accessibility. The gym features good finishes and a new floor, creating a functional and appealing space for physical activities.

However, certain areas highlight the school's infrastructural challenges. The fencing and gates are only four feet high and the lack of a secure single-entry vestibule potentially compromises security. The spline ceilings in the classrooms are failing, and the old spline ceiling tiles throughout the school are due for replacement. The mismatched and worn upholstery on the auditorium seating, along with the need for stage refinishing and updates to rigging and controls, detract from the otherwise historic charm of the performance area.

The hallways, while functional, show signs of wear with outdated carpeting that could benefit from replacement. The main building boiler and water heater, although updated between 2010 and 2015, may soon require further attention to ensure they meet current standards and efficiency.

The shop building and kitchen facilities present more significant concerns. The shop building needs new windows and has a poor ceiling condition with signs of old leaks, indicating potential structural and environmental issues. Inefficient plumbing fixtures and old trough sinks suggest that substantial plumbing updates are necessary. Similarly, the small kitchen size is inadequate for the needs of a middle school, possibly affecting meal service and nutritional offerings.

The need for additional classroom storage and updates in electrical systems, noted in both the shop building and gym, underline the broader requirement for electrical modernization to keep pace with technological advancements in education. PGMS underwent modernization projects in 2002 and 2010 at a cost of \$2.72M and \$2.73M respectively to include the addition of the music building and updates to the gym, shop building and classroom buildings.

Overall, while Pacific Grove Middle School maintains a functional educational environment with several recent improvements, it faces a crucial need for a strategic modernization plan that addresses both the physical and functional deficiencies to fully support its educational mission.

MEASURE D PROJECTS:

2021-2022 Budget Year

Roofing old wood shop

2022-2023 Budget Year

Replace modular ramp replacement

Gutter replacement E wing

2023-2024 Budget Year

Gym floor refinishing

Performing Arts Center curtains & lighting

Exterior repairs and painting

Parking lot resurfacing

HVAC replacement

Campus signage

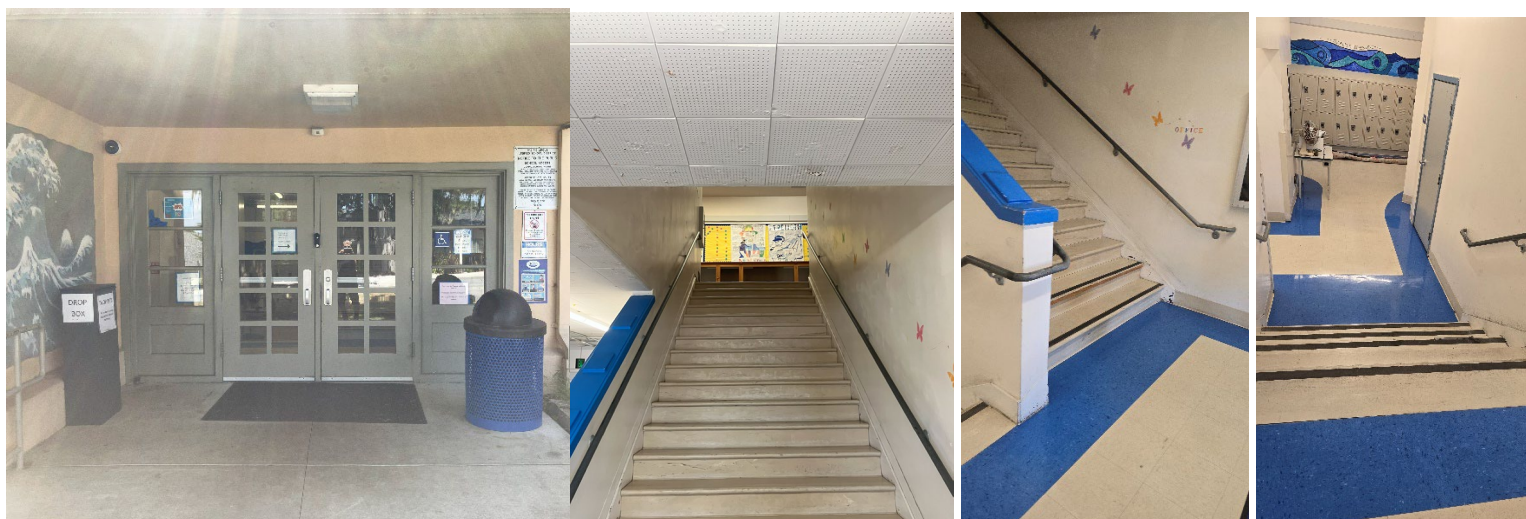
2024-2025 Budget Year

Elevator Modernization

FACILITY CONDITIONS:

Structural: The structural integrity of the permanent buildings is good, with only a need for routine maintenance and exterior painting (planned for 2024)

Security: The lack of a single-entry vestibule compromises security. The main entry opens to a stairwell, allowing visitors access to the entire school. Additionally, the ADA accessibility is an issue. Reconfiguration would be a challenge, but could be potentially be accomplished with an extension/addition to the front entrance. Engineer evaluation would be necessary.



Pacific Grove Middle School Main Entry

Roofing: Clay tile and built-up flat roof are in fair condition. Roof replacement will be necessary in the next 5 years.

HVAC: All furnaces and wall hung units are planned for replacement, along with improvements to efficiency through the CalShape program.

Electrical: There appears to be no evidence of major upgrades to the original electrical system. However, newer breaker panelboards have been integrated into the existing "buckets." Several new breaker panelboards, installed around 2010, were observed, likely serving new surface-mounted circuits. The widespread use of tiled and dropped ceilings across the facility helps conceal electrical distribution more effectively than in some other locations. The science classrooms are notably equipped with "maker's space" drop-down power receptacles, enhancing their functionality. Additionally, the main electrical panel in the shop building was replaced in 1989.

Plumbing: The plumbing and sewer mains are in fair condition. The interior supply and waste lines require further evaluation and replacement as needed.

Elevator: The elevator is in fair condition and will require modernization in the next 5 years.

Fire Systems: The fire alarm system is in good condition with proper annual and 5-year inspections completed where required.

Grounds: The 4 ft steel fencing with panic gates is inadequate for safety/security. The panic hardware is rusted and due for replacement. The landscaping is also in need of renewal, however there is a landscaping master plan in place.



Pacific Grove Middle School 4 ft. Perimeter Fence and Gates

Classroom Modernization: The classroom interiors at the school showcase original hardwood flooring and spline ceiling tiles, adding a touch of historical character. The condition of the flooring varies from room to room but generally ranges from good to fair, with no significant damage observed; it primarily requires refinishing. In contrast, the ceiling tiles are in poor condition. The adhesive has deteriorated, leading to tiles that are either falling or peeling, and many tiles show staining from past roof leaks. A complete replacement of these ceiling tiles is necessary.

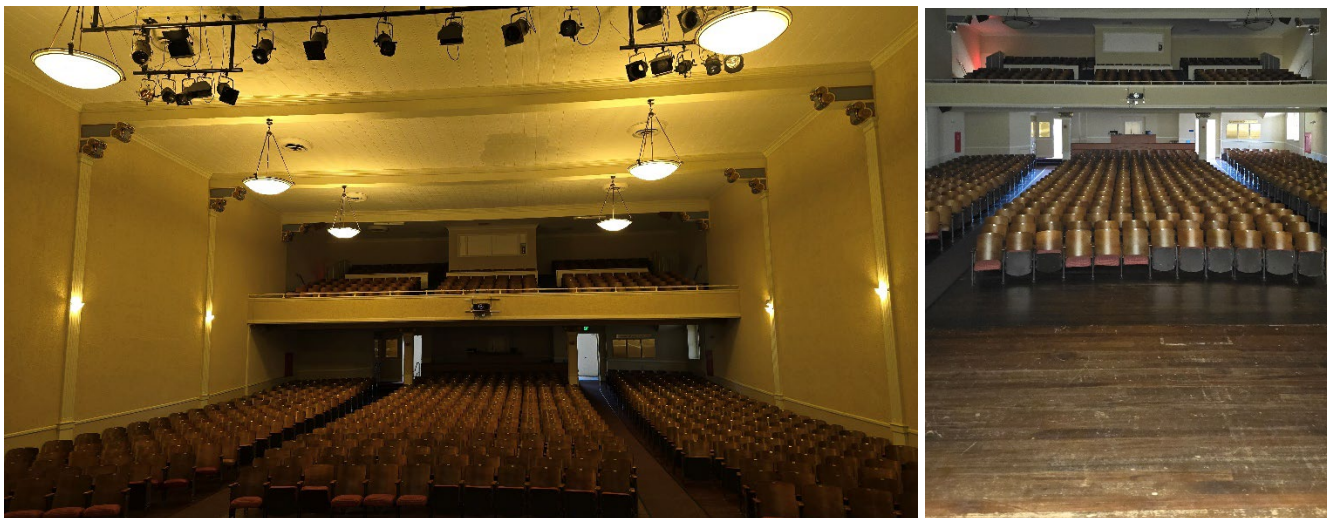


Pacific Grove Middle School Classroom Flooring

While most classrooms lack sufficient storage, the science rooms are a notable exception. These rooms were enhanced with new casework and sinks during the last modernization effort, improving functionality. Additionally, the classrooms would benefit from a fresh coat of paint and some plaster repairs to revitalize their appearance and structural integrity.

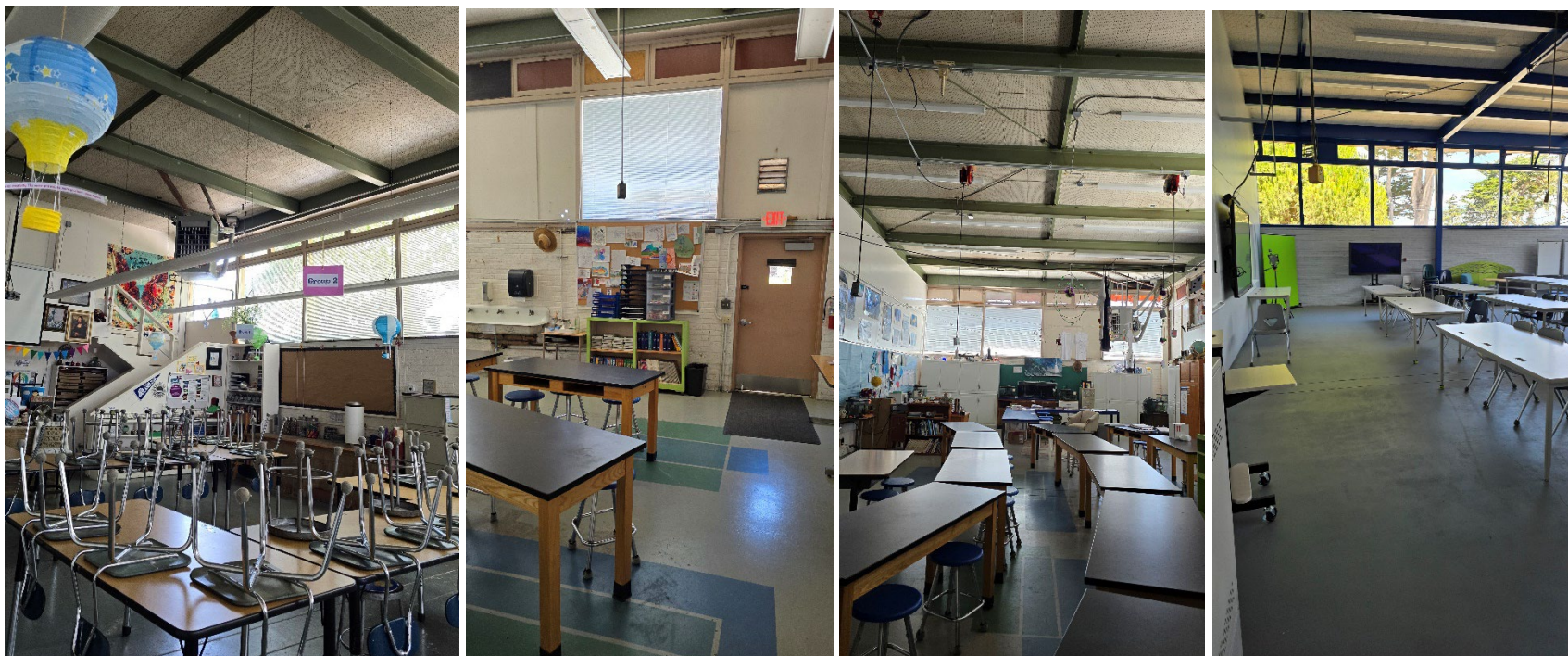
Doors and Windows: Both the interior and exterior doors vary between good and fair condition with newer hardware. The windows on the main building are also new and were likely replaced during the 2002 or 2010 renovations. The windows on the shop building are older and due for replacement.

Auditorium: The historic auditorium at the middle school is currently in fair to poor condition. It features original wooden seating with upholstery that is torn and damaged. Both the hardwood floors and the stage are in need of complete refinishing. Plans are in place to replace the stage curtains and stage lighting in 2024. Additionally, the interior requires painting, lighting updates and enhancements to the fire protection system to ensure safety and restore its former glory.



Pacific Grove Middle School Auditorium

Shop Building (E Wing): The shop building at PGMS is an older structure with excellent natural lighting, enhancing its appeal. Despite this, the interior requires significant updates, including new windows, paint and ceiling repairs. Additionally, improvements to the fire alarm system, HVAC and electrical upgrades are necessary to ensure the building meets current safety standards and functionality requirements.



Pacific Grove Middle School Shop Building

Multipurpose Room (MPR): The MPR/Gym is in good condition with a new gymnasium floor. The building could use fresh interior painting and upgrades to the fire alarm and 1983 electrical system.

Cafeteria Serving Line: Expansion of the speed serving line which entails structural reconfiguration.

Culinary CTE Program: Long term goals include creating culinary CTE space as a feeder to an improved and expanded culinary program at the high school level

Playfield Improvements: The existing playfield is in fair to poor condition. Rehabilitation plans would include resurfacing and stripe existing track. Install synthetic turf field with striping for multiple events (football, soccer, etc.), plus install jump pits and field event spaces.



Pacific Grove Middle School Track and Play Field

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 370,000.00			
Fencing improvements for security	Allowance	1	\$ 265,000.00	\$	265,000.00
Secure entry vestibule	Allowance	1	\$ 60,000.00	\$	60,000.00
ADA Improvements	Allowance	1	\$ 45,000.00	\$	45,000.00
MODERNIZATION		\$ 2,453,038.36			
Floor coverings-corridors	SF	6,500	\$ 9.00	\$	58,500.00
Floor coverings-Classroom-LVT		20,000	\$ 12.00	\$	240,000.00
Interior painting	SF	65,136	\$ 2.00	\$	130,272.00
Ceiling tiles/grid	SF	65,136	\$ 10.26	\$	668,295.36
Auditorium improvements-Seating Refurbishment	EA	598	\$ 833.00	\$	498,134.00
Auditorium- finishes, fixtures	Allowance	1	\$ 280,000.00	\$	280,000.00
Auditorium lighting	EA	1	\$ 152,000.00	\$	152,000.00
Interior doors	EA	35	\$ 1,989.00	\$	69,615.00
Window replacement-Shop bldg	SF	7,101	\$ 22.00	\$	156,222.00
Serving Line Improvements	Allowance	1	\$ 200,000.00	\$	200,000.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 910,000.00			
STEM Lab improvements (Shop Building E)	Allowance	1	\$ 85,000.00	\$	85,000.00
Outdoor classroom	EA	1	\$ 150,000.00	\$	150,000.00
Library Modernization	SF	1,500	\$ 250.00	\$	375,000.00
CTE Programming improvements-Culinary (preliminary)	Allowance	1	\$ 300,000.00	\$	300,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 2,867,692.91			
Parking lot repair, slurry, and restriping	SF	23,116	\$ 6.00	\$	138,696.00
Play structure replacement w/rubberized fall surface	EA	1	\$ 200,000.00	\$	200,000.00
Electrical Distribution to meet technology needs	SF	65,136	\$ 4.11	\$	267,708.96
HVAC- Shop bldg	SF	7,101	\$ 34.95	\$	248,179.95
Fire alarm system	SF	65,136	\$ 7.00	\$	455,952.00
Track resurfacing	SF	34,526	\$ 6.00	\$	207,156.00
Turf playfield with track & field event spaces	EA	1	1,350,000	\$	1,350,000.00
NEW CONSTRUCTION		\$ 85,000.00			
New shade structures	EA	1	\$ 85,000.00	\$	85,000.00
SUBTOTAL		\$ 6,685,731.27			
PROJECT SOFT COSTS		\$ 2,005,719.38			
TOTAL ESTIMATED PROJECT COST		\$ 8,691,450.65			

Pacific Grove High School

328/444

Year Built: 1955-1959, 2011

Grade Configuration: 9-12

2023-2024 Enrollment: 520



Total Square Footage:

95,338





Total Classrooms:

43

Total Acres:

31.5

KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  AUDITORIUM/GYM/MPR
-  ADMINISTRATIVE

SUMMARY: Pacific Grove High School was constructed in 1955, with the additions added in 1959 and an auxiliary gym added in 2011. The school showcases a blend of well-maintained areas alongside others that clearly signal a need for refurbishment and modernization to meet contemporary educational standards and safety regulations.



The music room has been remodeled and remains in good condition, though the flooring shows some damage. The dance room is in excellent condition, and the "Little Gym," completed in 2012 under measure D, is well-maintained, requiring only new interior and exterior paint and entry mat flooring. The science rooms in the C and D wings, as well as the performing arts classroom, maintain good conditions. Recent investments have also been made in the gym floor, which was recently recoated, although the ceiling tiles are failing due to adhesive issues.

The cafeteria is in a fair state with worn vinyl composite tile (VCT) and needs interior painting. Similarly, the kitchen is functional, but the stage floor is mismatched and worn, indicating a need for overhaul. Locker rooms are in fair condition with stained shower walls from longstanding leaks and require new fixtures and renewal of floor coatings and paint. The school's library, a central showpiece with its 1960s curved laminate beams and high windows, is calling for updates to interior finishes, flooring, and painting, with the retrofit office wood paneling walls in particularly poor condition.



Pacific Grove High School Library

Several classrooms and facilities require significant updates. The O wing's relocatable and modular classrooms, which house media and photo classes, are in fair condition but need exterior painting, and updates to doors, frames, and flooring. The

woodshop's paneling walls do not provide fire resistance, and the electrical panels date back to 2001, suggesting a need for an upgrade. Both the K and L wing classrooms are in the poorest condition with a potential need for abatement of old flooring. General updates across all wings include flooring, painting, ceiling tile replacement, and electrical upgrades. The N-wing exhibits significant wood rot on the overhang, highlighting structural concerns. The electrical distribution system needs evaluation and improvements to support the technology required for a 21st Century Learning Environment.

The school grounds require ADA improvements to enhance accessibility. The stadium, though in excellent condition, needs updated finishes in the concessions and routine maintenance to the track and turf grass.

Pacific Grove High School, while preserving its historical charm and maintaining several areas in good condition, faces numerous challenges that need addressing to ensure a safe, inclusive, and effective learning environment. Prioritizing these renovations will not only improve functionality but also enhance the overall educational experience for current and future students.

MEASURE D PROJECTS:***2021-2022 Budget Year***

Roofing, painting & termite repair K&L wing
Intercom System

2022-2023 Budget Year

Roofing & painting bldgs. A, B, C, D & M
Music room floor abatement & replacement
Sewer repair building N
Varsity baseball fence

2023-2024 Budget Year

Roofing & painting bldgs. E, H & G
Gym floor refinishing
Sidewalk repairs
Little gym wall repairs
Demolition of obsolete portable classroom (Rm 18)

2024-2025 Budget Year

Roofing, painting & termite repairs bldg. F & I
Wayfinding signage
Electrical upgrades to main service panel

2025-2026 Budget Year

Roofing, painting bldgs. N & O
Replace modular buildings O-wing

FACILITY CONDITIONS:

Structural: The structural integrity of the permanent buildings is good, with only a need for routine maintenance and exterior painting. The relocatable and modular structures are aging and should be evaluated for structural integrity during exterior repairs and painting.

Roofing: Ongoing and planned roofing projects are underway on all permanent structures. Repairs and sealing on standing seam metal roofing have extended their lifespan. With the roofing projects, the wood rot and termite damages are being addressed.

HVAC: Replacement was not included in the CalShape program and will need to be planned for future bond measures.

Electrical: The main electrical service panel/switchgear at the High School is at risk for failure in its current location. The electrical service panel is currently in an electrical room against a wall that is currently a pathway for water to regularly flow behind and below the panel. This replacement is planned for the 2024/2025 budget year. The electrical distribution systems across all buildings on campus vary widely in both age and condition. A comprehensive evaluation and renovation of these systems are essential to ensure that the facilities are equipped with adequate power to support advanced technology and facilitate 21st Century Learning Environments.

Plumbing: The plumbing and sewer mains are in fair condition. Sewer repairs were made in 2023. The interior supply and waste lines require further evaluation and replacement as needed. Inefficient restroom fixtures have been replaced under a CalShape contract with ABM.

Fire Systems: The fire systems vary from building to building. Updates are needed to the oldest systems. There are few fire sprinkler systems around campus, but they are located in performing arts areas as required by NFPA.

Grounds: A significant concern across the campus is the current state of accessibility. The ADA (Americans with Disabilities Act) routes are problematic, with cracked sidewalks and uneven paths posing difficulties for those with mobility impairments. These issues are exacerbated by additional structural damages such as cracked sidewalks, which have been compromised by tree growth, and retaining walls showing signs of wear and potential safety hazards. These conditions not only make navigation

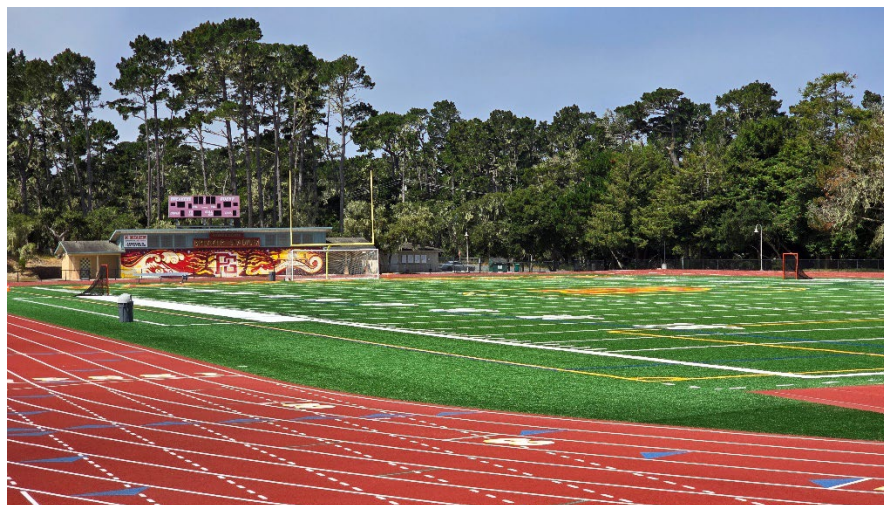
difficult but also put the school at risk of not complying with ADA regulations, requiring comprehensive repairs to ensure that all students and visitors can move safely and freely around the campus.



Pacific Grove High School Grounds Conditions

The athletic fields are well cared for and regularly maintained, however the irrigation on the grass fields could use further evaluation. The football field turf and the rubberized athletic track are also in good condition, with repairs and maintenance completed as needed. The stadium lighting has been replaced in 2024 with more efficient LED lighting.

Although the fields are well-maintained, other areas of landscaping need updates. There is a landscaping master plan in place, which promises to not only enhance the aesthetic appeal of the campus but also address some of the functional issues caused by the existing vegetation and infrastructure. This plan should include the redesign of planters to prevent future damage from tree roots, as well as the reconstruction of retaining walls and sidewalks to improve safety and accessibility.



Pacific Grove High School Football Stadium

Classroom Modernization: Several classrooms and facilities require significant updates. In the shop building, library, K and L wings have offices and storage spaces were retrofit using non-fire-resistant residential wood paneling. Both the K and L wing classrooms are in the poorest condition with a potential need for abatement of old flooring. General updates across all wings include flooring, painting, ceiling tile replacement, and electrical upgrades. The electrical distribution system needs evaluation and improvements to support the technology required for a 21st Century Learning Environment.

Library/Media Center Updates: The library, a stunning example of architectural beauty, deserves to be restored and preserved as a historical centerpiece of the campus. By incorporating modern, flexible furnishings and creatively reimagining its spaces, the library can become a true showpiece. This transformation will not only enhance its functionality for students and staff but also ensure that it meets or exceeds 21st-century learning standards.



Pacific Grove High School L and K Wing Conditions

Relocatable and Modular Classrooms: Room 18 relocatable classroom is due for removal Summer 2024. The O wing's relocatable and modular classrooms are in fair condition but need exterior painting, and updates to doors, frames, and flooring.

Doors and Windows: The doors and windows across the campus show varying conditions. While most windows are in good shape, they are single-pane and lack the efficiency of double-pane windows. The exterior doors on the L, K, and O wings need attention, including painting, new sweeps, and some frame replacements to enhance their functionality and appearance.



Pacific Grove High School Doors and Windows

Physical Education: The physical education facilities at the school comprise the original competition gym and a smaller practice gym, affectionately known as the "Little Gym." Additional amenities include a dance studio, pool facilities, a weight room, and locker rooms, as well as various sports fields, courts, and a football stadium that also functions as a community joint-use facility. Overall, these facilities are in good condition, though there is a need for updates to finishes and fixtures. The oldest electrical systems, particularly in the competition gym and weight room, require evaluation and necessary upgrades to ensure safety and functionality.

Culinary CTE Program: The Culinary program at PGHS has “outgrown” its space in the I-Wing and needs expansion and/or transformation to meet the needs of the growing program. The existing space is approximately 2,200 square feet including storage and classroom space. The ideal scenario would be to construct (or remodel the entire I-Wing) to appropriately support the growing program and better prepare students for modern culinary career paths.



Pacific Grove High School Culinary Lab Room

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 550,169.36			
Fencing improvements for security	Allowance	1	\$	110,000.00	\$ 110,000.00
ADA improvements	Allowance	1	\$	200,000.00	\$ 200,000.00
ADA Ramp to Baseball Field	LF	616	\$	65.21	\$ 40,169.36
Abatement Allowance for unforeseen conditions	Allowance	1	\$	200,000.00	\$ 200,000.00
MODERNIZATION		\$ 3,773,874.64			
Floor coverings	SF	50,402	\$	9.00	\$ 453,618.00
Interior painting	SF	95,338	\$	2.00	\$ 190,676.00
Ceiling tiles/grid classroom (Approx sq ft. Needs further evaluation)	SF	22,627	\$	10.26	\$ 232,153.02
Ceiling-Gym	SF	9,306	\$	13.27	\$ 123,490.62
Casework	Allowance	1	\$	150,000.00	\$ 150,000.00
Interior doors-L-wing, Library	EA	15	\$	1,989.00	\$ 29,835.00
Library/Media Center furnishings and improvements	Allowance	1	\$	350,000.00	\$ 350,000.00
Exterior window replacement	SF	84,546	\$	22.00	\$ 1,860,012.00
Exterior doors-Aluminum with glazing	EA	42	\$	9,145.00	\$ 384,090.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 925,000.00			
STEAM Labs modernization-Robotics maker space	SF	2,500	\$	250.00	\$ 625,000.00
Outdoor classroom	EA	2	\$	150,000.00	\$ 300,000.00
Culinary program improvements/expansion (Design TBD)	Allowance	1	\$	1,300,000.00	\$ 1,300,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 4,119,430.87			
Sidewalk replacement-campuswide	LF	5,037	\$	50.21	\$ 252,907.77
Landscaping improvements, outdoor seating	Allowance	1	\$	300,000.00	\$ 300,000.00
HVAC replacement with rooftop units	SF	85,338	\$	34.95	\$ 2,982,563.10
Swimming pool boilers	EA	2	\$	38,342.00	\$ 76,684.00
Electrical distribution upgrades (Allowance, cost contingent on engineer evaluation)	SF	84,546	\$	6.00	\$ 507,276.00
NEW CONSTRUCTION		\$ 770,000.00			
Relocatable Replacement	EA	2	\$	300,000.00	\$ 600,000.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL		\$ 10,138,474.87			
PROJECT SOFT COSTS		\$ 3,041,542.46			
TOTAL ESTIMATED PROJECT COST		\$ 13,180,017.33			

Pacific Grove Adult Education

340/444

Year Built: 1948

Grade Configuration: Adult

2023-2024 Enrollment: N/A



Total Square Footage:

25,536





Total Classrooms:

Varies

Total Acres:

7.2

KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  AUDITORIUM/CAFETERIA
-  ADMINISTRATIVE

SUMMARY: Pacific Grove Adult Education Center (PGAE) was constructed originally opened as an elementary school with the name of Lighthouse Elementary School in 1948. Lighthouse Elementary was closed in 1989 and later repurposed as a center for adult education and community services.



Lighthouse Elementary (Pacific Grove Adult School) circa 1970's

Serving as a pillar in the community, PGAE offers a diverse array of programs designed to cater to the community's varied educational and personal development needs. The center provides career training in fields like bookkeeping, project management, and medical administration, alongside enriching community education courses in arts, languages, and fitness. Active older adult classes for mature adults provide opportunities to optimize physical and mental fitness. For example classes that are offered are circuit training; lite aerobics; strength and balance; cardio conditioning; and pilates.

Additionally, the center supports adult learners with high school diploma and equivalency classes, English language instruction, and programs for active older adults and adults with disabilities.

The Parents' Place is an award-winning Parent Education Program of Pacific Grove Adult Education. Parents' Place offers a variety of classes held in-person (with several options to join via livestream). Weekly age-related, parent engagement classes for parents/caregivers of children birth-3 years offer parenting topics and discussions suitable for their child's unique developmental age. Parents/caregivers learn valuable parenting skills and techniques while engaging and connecting with other families in both our age-related and specialty classes. The facility offers an atmosphere of support where babies and children play and learn in a safe, nurturing, and stimulating environment.

This approach ensures that all community members have access to educational opportunities that enhance their skills and enrich their lives. However, being a community facing facility and without a student population, the funding options for modernization through traditional state resources can be limited.

MEASURE D PROJECTS:

2021-2022 Budget Year

Sewer repairs

2022-2023 Budget Year

Additional sewer repairs

Demolition of Nursing Annex

FACILITY CONDITIONS:

Structural: The structural integrity of the buildings on campus varies significantly. The main buildings are of 1940s wood frame construction and are showing signs of aging. There is considerable cracking in the brick column at the entrance, which requires further investigation. Additionally, the Nursing Annex is currently in an unsafe condition and is scheduled for demolition under Measure D. The relocatable classrooms appear to be in good structural condition. Each of the original school buildings should be evaluated for replacement vs. modernization.

Roofing: The roof systems on all buildings are due for replacement and is scheduled to begin in the next year. There are no plans for roofing under Measure D.

HVAC: All furnaces and wall hung units are planned for replacement, along with improvements to efficiency through the CalSHAPE program.

Electrical: There appears to be no evidence of significant upgrades to the original electrical system. Newer breaker panelboards have been incorporated into the existing "buckets." Observations suggest that several new breaker panelboards have been installed, likely as replacements for outdated breakers or to accommodate new surface-mounted circuits. Additionally, much of the distribution system is surface-mounted, utilizing wire-mold, and in some areas, cords are attached to structures with wire ties or stapled directly to walls.

Plumbing: There have been extensive repairs to the sewer and water mains. The supply lines and fixtures are aged and in need of replacement.

Fire Systems: The fire alarm system was replaced in 2018 and is in good condition with proper annual and 5-year inspections completed where required.

Grounds: The asphalt driveways and parking areas on campus are deteriorating, with extensive cracking and spalling, and are due for replacement. The landscaping includes garden areas that are intricately fenced and cross-fenced, posing challenges for

groundskeeping. Simplifying these spaces by removing the picket cross-fencing and installing traditional gates wide enough for larger lawn equipment would enhance maintenance efficiency. Additionally, significant tree maintenance is necessary, some of which is already in progress. The playground features a combination of newer and older equipment, with the newer installations benefiting from modern rubberized safety surfacing. There is not a secure entry point as the back parking lot is not fenced and open to the public. Additionally, there is a need for additional parking in the front of the campus at the crossing of Lighthouse Ave. and Ridge Rd. An additional parking lot will be constructed, and a small drive gate will be added to the back parking lot for security.



Pacific Grove Adult School proposed new parking area

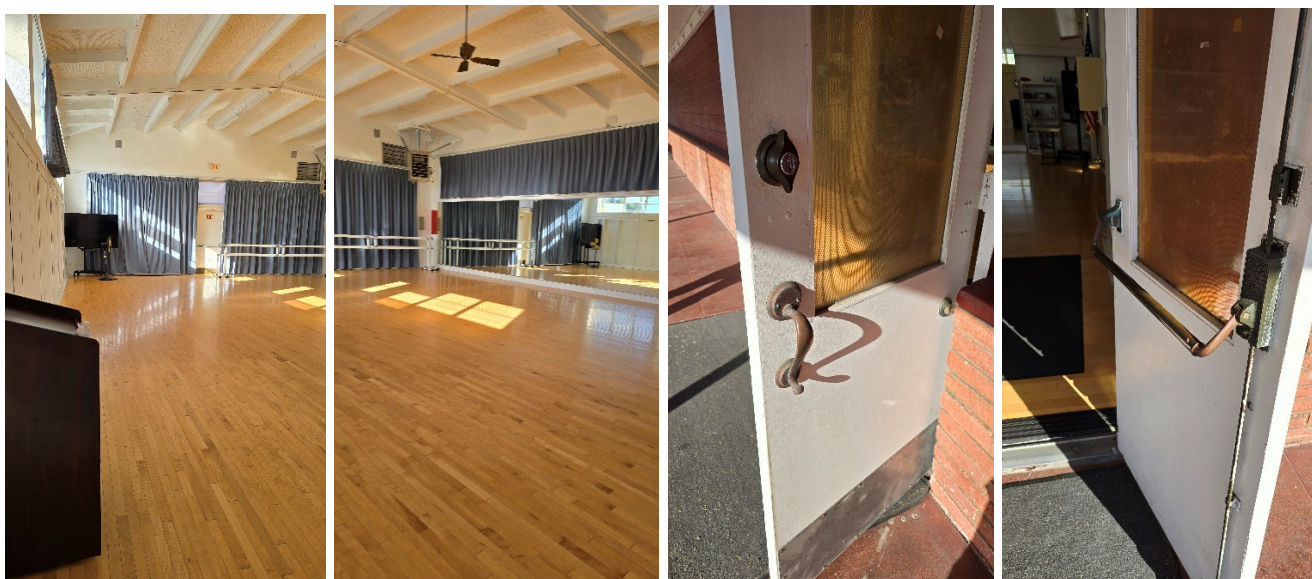
Classroom Modernization: Most classroom interiors have been updated, with carpeting and painting in good condition throughout. The older spline ceilings have been removed in most spaces. Restroom fixtures and partitions are generally in poor condition; however the restrooms have original tile which can be preserved.

Doors and Windows: The exterior doors of the facility are generally in fair to poor condition, with many needing both door and frame replacements. While door hardware has been updated throughout much of the facility, some interior doors still feature knob-type hardware that is not ADA-compliant. These interior doors also show signs of wear. The single-pane windows, with failing sealant, require replacement. Additionally, window walls that have been temporarily secured with paint and plywood for safety need proper wall and window combinations. Some windows are mismatched due to past pane replacements. The original, antique hardware on the MPR's doors can be preserved, provided ADA and egress standards are met.



Pacific Grove Adult School Windows in Poor Condition

Multipurpose Room (MPR): The Multi-Purpose Room (MPR) has been repurposed as a fitness studio and is currently in good condition. It features original hardwood floors that have been well maintained. The interior finishes are also in good condition, enhancing the overall aesthetic of the space. However, the windows and doors require replacement. Notably, the door hardware is original and antique, which can be preserved provided it meets ADA and egress standards. Although the ceiling tiles are older, they are still in good condition and do not require replacement at this time. The classes offered in this space include dance, yoga, fitness and pilates.



Pacific Grove Adult School MPR Floor and Door Hardware

Parents' Place: Parent engagement for students success (Co-Op Preschool) that operates as part of the Parent Education Program for children ages 3 years through Kindergarten entry. Program is designed to create an environment that provides opportunity for growth for both parent and child. This program provides parents the support they need to help their children be academically and socially/emotionally successful in school.

The interior finishes of the building are predominantly in good condition. The restrooms, rated as fair, would benefit from updates to better accommodate parents with infants and small children. The primary concern lies with the doors and windows, which need replacing. However, it's important that any replacements preserve the building's natural lighting, a key feature of the current design.

Adult Transition Relocatable Classroom: Independence pathway program serves neurodiverse adults and adults with mild/moderate intellectual or developmental disabilities who are 18+ and have goals for independent living, continuing education and training, and community integration. The relocatable classroom dedicated to the program is in good condition however one classroom is not sufficient for the program. Adding space dedicated to the Adult Transition program would be ideal for its continued success.

State Preschool Program: The modular and relocatable classrooms dedicated to the preschool program are in good to excellent condition. The buildings have proper age-appropriate restroom fixtures and proper facilities to accommodate all the needs of the program.

Annex Building (Former Nursing Annex): The former Nursing Annex Building is one of the original 1940s wood structures and is in very poor and unsafe condition. The structure is scheduled for demolition under Measure D and will be replaced with additional classrooms to support the State Preschool program.



Pacific Grove Adult School Nursing Annex Current Conditions

Option 1: Modernization of existing buildings (except Nursing Annex, which is scheduled for demolition)

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 93,500.00			
Fencing/gates improvements for security	Allowance	1	\$	65,000.00	\$ 65,000.00
ADA Improvements	Allowance	1	\$	28,500.00	\$ 28,500.00
MODERNIZATION		\$ 1,667,478.17			
Interior painting	SF	4,320	\$	2.00	\$ 8,640.00
Exterior painting	SF	19,962	\$	4.00	\$ 79,848.00
Floor coverings	SF	19,962	\$	9.00	\$ 179,658.00
Restroom Updates (fixtures under ABM contract)	SF	800	\$	400.00	\$ 320,000.00
Roofing, gutters, and downspouts replacement	SF	19,962	\$	16.00	\$ 319,392.00
Soffit repairs-main building	LF	687	\$	48.91	\$ 33,601.17
Exterior window replacement	SF	19,962	\$	22.00	\$ 439,164.00
Window wall reconstruction	Allowance	1	\$	150,000.00	\$ 150,000.00
Exterior doors-Aluminum with glazing	EA	15	\$	9,145.00	\$ 137,175.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 250,000.00			
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
CTE Programming improvements (Adult Education)	Allowance	1	\$	100,000.00	\$ 100,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 1,573,079.40			
Parking lot asphalt replacement and restriping	SF	34,013	\$	12.00	\$ 408,156.00
New Parking Area	SF	9,150	\$	18.77	\$ 171,745.50
Garden fencing to accommodate lawn equipment	Allowance	1	\$	26,000.00	\$ 26,000.00
HVAC Replacement	SF	19,962	\$	34.95	\$ 697,671.90
Backflow addition- main bldg	Allowance	1	\$	10,000.00	\$ 10,000.00
Fire alarm replacement	SF	19,962	\$	7.00	\$ 139,734.00
Electrical Distribution to meet technology needs	SF	19,962	\$	6.00	\$ 119,772.00
NEW CONSTRUCTION		\$ 1,745,000.00			
Relocatable classroom addition for adult transition	EA	2	\$	300,000.00	\$ 600,000.00
Modular classrooms in place of Nursing Annex for preschool	EA	2	\$	350,000.00	\$ 700,000.00
New Title 5 playgrounds for preschool (includes site work and fall surface)	EA	1	\$	275,000.00	\$ 275,000.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL		\$ 5,329,057.57			
PROJECT SOFT COSTS		\$ 1,598,717.27			
TOTAL ESTIMATED PROJECT COST		\$ 6,927,774.84			

Option 2: Replacement of main school building: This option hinges on future enrollment projections and anticipated utilization of the facility. It is important to note that the costs associated with this option are not captured in the total costs chart provided at the beginning of this appendix; they are presented here for consideration only. Additionally, this should not be interpreted as a recommendation for replacement. A decision of this magnitude requires careful evaluation of many other factors other than strictly on facility conditions.

SUMMARY OF IMPROVEMENTS	PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY				\$ 93,500.00
Fencing/gates improvements for security	Allowance	1	\$ 65,000.00	\$ 65,000.00
ADA Improvements	Allowance	1	\$ 28,500.00	\$ 28,500.00
MODERNIZATION				\$ 292,110.00
Interior painting	SF	4,320	\$ 2.00	\$ 8,640.00
Exterior painting	SF	6,678	\$ 4.00	\$ 26,712.00
Roofing, gutters, and downspouts replacement	SF	6,678	\$ 16.00	\$ 106,848.00
Exterior window replacement	SF	4,320	\$ 22.00	\$ 95,040.00
Exterior doors-Aluminum with glazing	EA	6	\$ 9,145.00	\$ 54,870.00
EDUCATIONAL ADEQUACY IMPROVEMENTS				\$ 250,000.00
Outdoor classroom	EA	1	\$ 150,000.00	\$ 150,000.00
CTE Programming improvements (Adult Education)	Allowance	1	\$ 100,000.00	\$ 100,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS				\$ 926,111.60
Parking lot asphalt replacement and restriping	SF	34,013	\$ 12.00	\$ 408,156.00
New Parking Area	SF	9,150	\$ 18.77	\$ 171,745.50
Garden fencing to accommodate lawn equipment	Allowance	1	\$ 26,000.00	\$ 26,000.00
HVAC Replacement	SF	6,678	\$ 34.95	\$ 233,396.10
Fire alarm replacement	SF	6,678	\$ 7.00	\$ 46,746.00
Electrical Distribution to meet technology needs	SF	6,678	\$ 6.00	\$ 40,068.00
NEW CONSTRUCTION				\$ 9,582,560.00
Relocatable classroom addition for adult transition	EA	2	\$ 300,000.00	\$ 600,000.00
Modular classrooms in place of Nursing Annex for preschool	EA	2	\$ 350,000.00	\$ 700,000.00
New Title 5 playgrounds for preschool (includes site work and fall surface)	EA	1	\$ 275,000.00	\$ 275,000.00
Replacement of main school building	SF	13,284	\$ 590.00	\$ 7,837,560.00
New shade structures	EA	2	\$ 85,000.00	\$ 170,000.00
SUBTOTAL				\$ 11,144,281.60
PROJECT SOFT COSTS				\$ 3,343,284.48
TOTAL ESTIMATED PROJECT COST				\$ 14,487,566.08

David Ave. Campus

350/444

Year Built: 1951

Grade Configuration: 9-12 Alternative

2023-2024 Enrollment:



Total Square Footage:
9,380 District Managed
21,249 Charter Lease
Total Classrooms:
N/A
Total Acres:
14

KEY

-  **DISTRICT MANAGED**
-  **LEASED CHARTER**

SUMMARY: In 1951, the David Avenue Elementary School opened its doors, welcoming waves of eager young students ready to embark on their educational journeys. Over the decades, the school became a cornerstone of the neighborhood, witnessing countless seasons of growth.

As time marched on and the needs of the community evolved, the school adapted, transitioning in its later years to serve exclusively as a kindergarten. This change marked a new chapter, focusing on the very earliest stages of education, nurturing the youngest minds with care and dedication.

However, by 2001, the halls of David Avenue Elementary fell silent as it closed its doors, leaving behind memories etched into its classrooms and playgrounds. The closure, though poignant, opened up new possibilities for the space it occupied. In a revitalizing transformation, the campus found new life and purpose.

Today, most of the facility is leased to the Monterey Bay Charter School, a place where innovation in education blooms and students thrive under progressive teaching philosophies. Meanwhile, the A wing of the campus has taken on a crucial role in the community, housing a continuation high school and a state preschool program. This wing offers alternative educational pathways and early childhood education to meet the diverse needs of the community.

Through its many iterations, the David Avenue Campus remains a vital part of the local landscape, its legacy enduring in its continued commitment to serving educational needs. From its origins in the 1950s to its present role, the campus stands as a testament to the enduring value of adaptability and community-focused education.

While the entire campus is owned by the District, the facility condition assessment focused on the A Wing that still houses District programming and critical infrastructure, such as electrical and fire alarm upgrades. Monterey Bay Charter School is responsible for the upkeep and interior finishes of the remaining campus.

MEASURE D PROJECTS:

2021-2022 Budget Year

Charter school roofing
Asphalt parking lot sealing
Sewer repairs

2022-2023 Budget Year

Playground replacement

2024-2025 Budget Year

Fire Alarm System



David Avenue Elementary School, circa. 1966

FACILITY CONDITIONS:

Structural: The structural integrity of the permanent buildings is good, with only a need for routine maintenance and exterior painting.

Roofing: New roof systems have been installed (or will be completed in 2024) on all permanent structures.

HVAC: All furnaces and wall hung units were replaced in Summer 2024, along with improvements to efficiency through the CalShape program.

Electrical: No evidence of major upgrades to the original system. Evaluation of entire campus is necessary to determine needs. The A-Wing is in need of improvements to distribution system.

Plumbing: The plumbing mains and supply lines appeared to be in good condition with repairs completed as needed.

Fire Systems: The fire alarm system is planned for replacement in the 2024-2025 budget year under Measure D.

Grounds: The grounds are in good condition. The playgrounds were replaced under Measure D.

Classroom Modernization: Many of the classrooms require significant updates. The carpeting and vinyl composite tile (VCT) flooring, showing clear signs of wear, need to be replaced. Additionally, the concrete floors are overdue for a new coat of epoxy paint. While the interior paint is generally passable, it demands attention in several rooms due to deterioration. The casework, much of which is original and now visibly worn, urgently requires modernization. The wood paneling on the walls in both classrooms and offices poses a safety concern, as it does not meet current fire resistance standards and should be replaced. Notably, the paint and finishes in the preschool areas are in better condition compared to those on the continuation school side, which further emphasizes the need for an extensive refurbishment in these areas.



David Avenue School Classroom Finishes

Doors and Windows: The doors are in good to fair condition with newer hardware. The windows are single pane and are due to be updated for efficiency, safety and security.



David Avenue School Windows

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 350,000.00			
Fencing improvements for security	Allowance	1	\$	150,000.00	\$ 150,000.00
Abatement Allowance for unforeseen conditions	Allowance	1	\$	200,000.00	\$ 200,000.00
MODERNIZATION		\$ 1,625,601.00			
Interior painting-Community Day School and State Preschool	SF	9,380	\$	2.00	\$ 18,760.00
Floor coverings	SF	30,919	\$	9.00	\$ 278,271.00
Wall repairs (to replace wood paneling)	Allowance	1	\$	65,000.00	\$ 65,000.00
Roofing, gutters, and downspouts replacement	SF	30,919	\$	16.00	\$ 494,704.00
Window Replacement	SF	30,919	\$	22.00	\$ 680,218.00
Casework	Allowance	1	\$	25,000.00	\$ 25,000.00
Interior doors	EA	32	\$	1,989.00	\$ 63,648.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 225,000.00			
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
CTE Programming improvements-Community Day School	Allowance	1	\$	75,000.00	\$ 75,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 334,355.00			
Fire alarm updates	SF	21,263	\$	7.00	\$ 148,841.00
Electrical Distribution to meet technology needs	SF	30,919	\$	6.00	\$ 185,514.00
SUBTOTAL		\$ 1,850,601.00			
PROJECT SOFT COSTS		\$ 555,180.30			
TOTAL ESTIMATED PROJECT COST		\$ 2,405,781.30			



Appendix B Pacific Grove USD Educational Suitability and Technology Readiness Reference Guide



EDUCATIONAL SUITABILITY & TECHNOLOGY READINESS REFERENCE GUIDE

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OVERVIEW AND BACKGROUND

This guide defines the standards that will be used to assess the educational adequacy of the Pacific Grove Unified School District (PGUSD). An assessment of educational adequacy measures how well the facility supports the instructional program in the school. This is not an assessment of the physical condition of the school – the roofing, the windows, etc., which rates the various building systems. This is an assessment of the learning spaces compared to the program needs at that school.

For each type of instructional space, the assessment includes four components:

- ◆ **Learning environment** - The room should provide an inviting and stimulating environment for learning, including lighting, HVAC, acoustics, etc.
- ◆ **Size** – The room should meet the size standard set by the district/state.
- ◆ **Location** – The room should be appropriately located based on the program needs: quiet, noisy, near the entrance, etc.
- ◆ **Storage and Fixed Equipment** – The room should have appropriate fixed equipment and storage for teacher/ student materials.

In addition to the instructional spaces, the adequacy assessment also includes the exterior of the building, e.g., traffic patterns, parking and access to the school, safety issues (lighting, signage, secure entrances), play and athletic areas, and infrastructure that supports technology readiness.

This Guide will be used for training assessors to ensure inter-rater reliability and during the assessment of each school in the district. The Guide and the data gathered during the assessment will be made available to the public and will be used by the district to prioritize facility needs for future planning.

PACIFIC GROVE UNIFIED SCHOOL BOARD GOALS

District Vision

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.

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.

District Goals

1. **Student Learning and Achievement:** Every student is performing at a minimum at grade level, engaged in his or her learning, and contributing positively to the community.
2. **Health and Safety of Students and Schools:** District students and staff are provided a safe and welcoming environment
3. **Credibility and Communication:** Credibility through effective and transparent communication with the public and stakeholders.
4. **Solvency, Accountability and Integrity.**

California Title 5 Guidance

This document is in alignment with California Education Code Title 5, specifically Article 4, § 14030, which outlines the standards for the development of plans for the design and construction of school facilities. The educational specifications prepared and included in this document adhere to the requirements for school enrollment, curriculum emphasis, instructional area characteristics, and community functions as mandated by the California Department of Education. While CA Title 5 mentions the Education Specification as being standards for the construction of new schools, it is important to evaluate existing facilities for compliance.

Standards for Development of Plans for Development of Plans for the Design and Construction of School Facilities

The following standards for new schools are for the use of all school districts for the purposes of educational appropriateness and promotion of school safety:

Educational Specifications: Prior to submitting preliminary plans for the design and construction of school facilities, and as a condition of final plan approval by CDE, school board-approved educational specifications for school design shall be prepared and submitted to the California Department of Education based on the school district's goals, objectives, policies, and community input that determine the educational program and define the following:

1. Enrollment of the school and the grade level configuration.
2. Emphasis in curriculum content or teaching methodology that influences school design.
3. Type, number, size, function, special characteristics of each space, and spatial relationships of the instructional area that are consistent with the educational program.
4. Community functions that may affect the school design.

21st Century Learning Environment

In the rapidly evolving landscape of 21st-century education, learning environments must be flexible, technology-rich, and adaptable to various teaching methodologies. The educational specifications serve as a comprehensive guide to meet these modern criteria, ensuring that school designs are equipped to support innovative instructional practices and diverse learning needs. By adhering to these specifications, the aim is to create environments that foster collaboration, critical thinking, and creativity, ultimately preparing students for future challenges. These guidelines align with California Education Code Title 5, § 14030, ensuring that our facilities are not only state-compliant but also conducive to contemporary educational excellence.

ART CLASSROOMS

Required space at all levels. Art rooms should be in permanent buildings. If there is no space, score all components *Unsatisfactory*. For educational suitability purposes, if the art room is in a portable, all four components should be scored *Unsatisfactory*.

System	Component	Description	What to Look For
Art	Environment	The room should provide an inviting and stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program?</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	The room should meet the square footage standards. ES: 1,000 SF MS/HS: 1200 SF	<p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards or is a portable</p>
	Location	The room should be appropriately located for the program.	Rooms should be located on an exterior wall with windows for natural light.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	<p>Storage: Room(s) have adequate permanent casework, appropriate materials, and project storage</p> <p>Fixed Equipment: ES/MS: Should have sink. HS: Should have at least 2 sinks w/clay traps, kiln w/appropriate ventilation, display space, hard surfaced flooring, easily cleanable surfaces, and technology equipment. Room(s) should have the capacity to be darkened to display projected imagery.</p>

Examples of art classrooms:



CAREER & TECHNICAL EDUCATION

Scores are based on the programs available in each building. Space is provided for various simulations of job-related experiences and laboratory workstations. For educational suitability purposes, if some CTE rooms are in a portable building, the comment for all four components should include this information and scores lowered based on the percent that are located in portable buildings. If all CTE rooms are in portables, all components are scored *Unsatisfactory*.

System	Component	Description	What to Look For
Career Tech Ed	Environment	The room should provide an inviting/stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program?</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	<p>1200-2000 SF</p> <p>The room should meet the square footage appropriate for the program. There is room for a lecture area and for the movement of students.</p>	<p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards</p>
	Location	The room should be appropriately located for the program.	The classrooms(s) should be shielded from noise-producing activities and functions and there should be appropriate material delivery areas.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	<p>Storage: There should be storage for student projects and supplies and secured storage areas for volatile, flammable, and corrosive chemicals and cleaning agents, if needed for the program. In addition, there should be proper storage and removal access for hazardous waste materials is provided in each laboratory using such materials.</p> <p>Fixed Equipment: As appropriate to the program, including any necessary safety equipment.</p>

Examples of career and technical education classrooms:



COMPUTER LABS

Computer labs should be scored if they exist. **If a school has no computer lab, it should be scored “N/A”.** For educational suitability purposes, if the computer lab is in a portable, all four components should be scored *Unsatisfactory*.

System	Component	Description	What to Look For
Computer Labs	Environment	The room should provide an inviting and stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program?</p> <p>Lighting: Lighting should minimize screen glare and eye strain.</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	<p>The room should meet the square footage standards and should accommodate the movement of students around learning stations.</p> <p>850 SF (ES) 1000-1400 SF (MS) 1200-2000 SF (HS)</p>	<p>EXCEL: 90-100% of the room(s) meet standards GOOD: 80-89% of the room(s) meet standards FAIR: 65-79% of the room(s) meet standards POOR: 50-64% of the room(s) meet standards UNSAT: <50% of the room(s) meet standards</p>
	Location	The room should be appropriately located for the program.	A room that is close to classroom areas and shielded from noise-producing activities or functions.
	Storage/Fixed Equip	<p>The room should have adequate storage space and fixed equipment appropriate to the program.</p> <p>Computer labs should have both hard connections and wireless availability.</p>	<p>Storage: Is there adequate permanent casework and enough storage for teaching materials and records?</p> <p>Fixed Equipment: There should be sufficient outlets, power sources, and network links for the amount of equipment provided. Equipment should be properly secured and appropriate for the program. Furniture should /should not be fixed/permanent.</p>

Examples of computer labs:



EARLY CHILDHOOD EDUCATION – PRE-K

For suitability purposes, if some early childhood classrooms are located in a portable building, the comment for all four components should include this information and the scores should be lowered based on the percent of classrooms in that category that are located in portable buildings. If all ECE classrooms are in portables, all components should be scored *Unsatisfactory*.

System	Component	Description	What to Look For
ECE	Environment	The room should provide an inviting and stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program?</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	The room should meet the square footage standards (including restrooms, storage, kitchenette, and teacher preparation) 1200 SF	<p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards</p>
	Location	The room should be appropriately located for the program.	A room that is appropriately located and shielded from noise-producing activities or functions and has <u>access</u> to a fenced outdoor play area. (Play area is scored under <i>Outside Spaces</i> .)
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	<p>Storage: Room(s) have adequate, age-appropriate casework and storage.</p> <p>Fixed Equipment: There should be a restroom in the classroom. Convenient access to washer and dryer. If the room is used for special education preschool, add a changing area in the restroom. Fixtures include sink, wall of cabinets, age-appropriate fixtures, and technology equipment. Some flooring is a "wet area".</p>

Examples of ECE classrooms:



GENERAL CLASSROOMS

For suitability purposes, if some general classrooms are located in a portable building, the comment for all four components should include this information and scores lowered based on the percent that are located in portable buildings. If all general classrooms are in portables, all four components are scored *Unsatisfactory*.

System	Component	Description	What to Look For
General Classrooms	Environment	The rooms should provide an inviting and stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program? Classrooms should have flexible spaces for group learning.</p> <p>Lighting: Appropriate natural light/lighting levels? Clerestory windows OK.</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	The rooms should meet the square footage standards. 1-12: Minimum 960 sq ft	<p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards</p>
	Location	The rooms should be appropriately located for the program.	A room that is appropriately located and shielded from noise-producing activities or functions.
	Storage/Fixed Equip	The rooms should have adequate storage space and fixed equipment appropriate to the program.	<p>Storage: Permanent casework and space for teaching materials and records.</p> <p>Fixed Equipment: One wall of cabinets, counters at age-appropriate height, a locked cabinet. There should be technology equipment appropriate to the program.</p>

Examples of general classrooms:



INSTRUCTIONAL RESOURCE ROOMS

There should be space(s) for resource specialist, speech therapist, psychologists, itinerant teachers, bilingual specialists, migrant services, and other services. For educational suitability purposes, if some instructional resource rooms are in a portable building, the comment for all four components should include this information and scores lowered based on the percent that are in portable buildings. If all resource rooms are in portables, all components are scored *Unsatisfactory*.

System	Component	Description	What to Look For
Instructional Resource Rooms	Environment	The room should provide an inviting and stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program and allow for collaborative learning opportunities?</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	The room should meet the square footage standards. 240 SF for resource, 200 SF for speech	<p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards</p>
	Location	The room should be appropriately located for the program.	The room should be near other classrooms and shielded from noise-producing activities or functions.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	<p>Storage: Room(s) have adequate permanent casework; teacher, and student storage.</p> <p>Fixed Equipment: Room(s) have program/technology equipment appropriate to the program.</p>

Examples of instructional resource rooms:



KINDERGARTEN

If some kindergarten classrooms are in a portable building, the comment for all four components should include this information and scores lowered based on the percent that are in portable buildings. For educational suitability purposes, if all kindergarten classrooms are in portables, all components are scored *Unsatisfactory*.

System	Component	Description	What to Look For
Kindergarten	Environment	The room should provide an inviting and stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program? .</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	The room should meet the square footage standards (including restrooms, storage, teacher preparation). 1350 SF	<p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards</p>
	Location	The room should be appropriately located for the program.	The room should be appropriately located, shielded from noise-producing activities or functions, and located close to parent drop-off and bus loading areas. Kindergarten is to be located on the ground floor.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	<p>Storage: Storage space for teaching materials and records; and for children's clothing and personal items. Storage, casework, and learning stations are functionally designed for use in free play and structured activities; e.g., shelves are deep and open for frequent use of manipulative materials.</p> <p>Fixed Equipment: There should be a wet area with sink. Room(s) have program/technology equipment appropriate to the program. A restroom should be located within kindergarten classrooms or within 50' of classroom. Counters, furniture, etc. should be appropriate heights for kindergarten-aged students.</p>

Examples of kindergarten classrooms:



LEARNING ENVIRONMENT

System	Component	Description	What to Look For
Learning Environment	Learning Style Variety	The school should have flexible learning spaces.	Space is provided to allow for various group sizes, projects, individual workstations, as well as general classrooms. Spaces are flexible, allowing for differentiated instruction to accommodate multiple teaching and learning styles.
	Interior Environment	The school should provide an inviting and stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program or are there oddly-placed posts, difficult angles to navigate or awkward spaces to use?</p> <p>Lighting: Is there appropriate natural light (windows with views) and adequate artificial lighting levels?</p> <p>Acoustics: Is there noise transfer between classrooms or from traffic or play areas into the classrooms? The large spaces, e.g., vestibules, halls, cafeteria, etc. are acoustically treated.</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are school common area finishes/equipment worn and/or dated?</p>
	Exterior Environment	Schools should have outdoor areas for learning and social gathering opportunities.	Examples include outdoor science/nature learning labs, covered or open instructional areas, and social gathering spaces.

Examples of learning environments:



MEDIA CENTER

All schools are expected to have a media center. For educational suitability purposes, if the media center is in a portable, all components are scored *Unsatisfactory*.

System	Component	Description	What to Look For
Media Center	Environment	The room should provide an inviting/stimulating environment for learning. There should be space for instruction, research and quiet reading.	Spatial Configuration (immovable): Does it support the instructional program? Lighting: Appropriate natural light/lighting levels? Acoustics: Are acoustic materials in place to allow different activities to occur at the same time without interference? HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control? Aesthetics: Are the room finishes/equipment worn and/or dated?
	Size	Elementary: min. 960 SF Middle School: min. 1200 SF High School: min. 1600 SF All should include an office and workroom.	EXCEL: 90-100% of the room(s) meet standards GOOD: 80-89% of the room(s) meet standards FAIR: 65-79% of the room(s) meet standards POOR: 50-64% of the room(s) meet standards UNSAT: <50% of the room(s) meet standards
	Location	The room should be appropriately located for the program.	The media center should be centrally located to support access of all students and away from noisy parts of the building.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	Storage: Adequate permanent casework and enough storage for materials and technology. Fixed Equipment: Space and capability for computer terminals for student use, research and report writing. Equipment should be properly secured. Bookcases are ideally located on the perimeter or are low enough to allow supervision. The space should include a sink in the workroom, high ceilings, and flexible spaces. Space should include break out area for student collaboration, student instruction, and teacher instruction (professional development).

Examples of Media Centers:



MUSIC

Required space at all levels. If no music room exists, all four components should be scored *Unsatisfactory*. For educational suitability purposes, if the music room is in a portable, all four components should be scored *Unsatisfactory*. All secondary schools should have separate choir and band space. High schools also have separate orchestral space.

System	Component	Description	What to Look For
Music	Environment	The room should provide an inviting/stimulating environment for learning.	<p>Spatial Configuration (immovable): Size and height of instrumental and choral rehearsal rooms should be sufficient to allow for movement of students and instruments and various presentation arrangements</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Size and height of instrumental and choral rehearsal rooms should be sufficient to allow for acoustic quality. Flooring should be hard surface.</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p> <p>Safety: Practice rooms have motion-sensor lighting, a window in the door, and adequate acoustical treatment.</p>
	Size*	<p>The rooms should meet the square footage standards.</p> <p>850-1,000 SF (ES) 1,000- 3,000 SF (MS) 2 rooms minimum - chorus, band 1,000-4,000 SF (HS) 3 rooms minimum chorus, orchestra, band. Practice Rooms. Office</p>	<p>EXCEL: 90-100% of the room(s) meet standards GOOD: 80-89% of the room(s) meet standards FAIR: 65-79% of the room(s) meet standards POOR: 50-64% of the room(s) meet standards UNSAT: <50% of the room(s) meet standards</p> <p>*10-18 ft for singer. 25-35 ft for instrumental. Size program dependent.</p>
	Location	The room should be appropriately located for the program.	All music rooms shall be located remotely from other classrooms to minimize sound transmission, should have convenient access to the auditorium, and practice rooms should have adequate supervision.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program. Different levels (stair area)	<p>Storage: Room(s) have adequate casework (cabinets and bookshelves), and appropriate storage. Lockable student cabinets for instruments.</p> <p>Fixed Equipment: There should be sinks and storage, depending on type of program. Technology equipment appropriate to the program.</p>

Examples of music classrooms:



NON-INSTRUCTIONAL SPACES

System	Component	Description	What to Look For
Non-Instructional	Administration	Administrative spaces should be configured and equipped appropriately. There should be active control of the front door.	Administrative office/clerical space appropriate for the school size. With adequate reception space for parents and visitors. Storage area for consumable materials. Adult restrooms. Principal's office with space for meetings of four people. Small meeting space for meetings of up to 10 people. Faculty mailboxes should not be accessed through the public space. There needs to be a large storage space adequate to store furniture and excess supplies (not in the mechanical or electrical space).
	Cafeteria	A multi-use room or rooms capable of seating one-third of the capacity of the school for dining.	There is good circulation and routing. The cafeteria is acoustically isolated, has appropriate storage and seating. There needs to be a space to store all the tables and chairs for multipurpose usage. The area for the cafeteria line is designed for the flow of traffic for each lunch period and should allow all students adequate eating time during each lunch period. Tables and benches or seats are designed to maximize space and allow flexibility in the use of the space and create lines of sight for adequate supervision.
	Food Service and Prep	Food service and prep spaces (kitchen, freezer, cooler, office, restrooms, etc.) are sized and located appropriately. The kitchen area should have separate areas for pickup and delivery, have adequate storage, and fixed equipment.	Design of kitchen reflects its planned function, e.g., whether for food preparation or warming only. Space is available for refrigeration and preparation of food to accommodate maximum number of students planned for the school. Office, changing, and restroom area for food preparation staff is available and shall comply with local department of health requirements. Safety equipment is available. The delivery area is separate from other traffic and does not provide an unsecured access point into the school. Doorbell/buzzer and peephole at access door.
	Clinic	Each school should have a health clinic.	There should be a health service area with space for nurse desk, patient beds (2), filing cabinets, and both dry (locked) and refrigerated medication storage. There should also be an ADA accessible restroom. Cot area should be supervised by office.

NON-INSTRUCTIONAL SPACES (CONTINUED)

System	Component	Description	What to Look For
Non-Instructional	Counseling	There should be office area for the psychologist/counseling program which provides for confidentiality and may be shared with other support service programs. Middle: 3 offices High: 7 offices	There should be a reception/waiting area. The space should be located adjacent to the fireproof records storage. Component requirements Guidance Office = 150 SF Reception = 150 SF Records Room = 150 SF
	Custodial and Maintenance	There should be a custodial receiving area (250 SF) and custodial closets with floor mop sink in each major building area.	The receiving area should be on the ground floor with direct access from delivery truck loading/unloading area and should have shelving for bulk storage of equipment and supplies.
	Student Restrooms	Restroom stalls shall be sufficient to accommodate the maximum planned enrollment and shall be located on campus to allow for supervision.	Restrooms are appropriately located and adequate in number, well-ventilated, and the fixtures are appropriate. Floor and wall surfaces are washable. Toilet partitions and urinal privacy partitions are in place. Restroom ratio should be 1 to 50 for girls, 1 to 75 for boys.
	Faculty Workspace	The faculty should have a space for dining and a work area.	The faculty space should be sized appropriately for the school. There should also be workspace equipped for copying and other instructional materials preparation.

Examples of non-instructional spaces:



OUTSIDE SPACES

System	Component	Description	What to Look For
Outside	Vehicular Traffic	Traffic routing should be safe with good separation.	Bus, parent, and service lanes are "off-street" and do not conflict with each other, playground, or parking areas. There is adequate bus loading near entrances to the building.
	Pedestrian Traffic	Pedestrian traffic routing is safe with good separation from vehicular traffic.	There should be safe walk routes (sidewalks and marked crosswalks) that direct students and the public to appropriate entrances.
	Parking	Parking should be adequate in size and marked.	There is adequate off-street paved, marked, and lighted parking for staff and visitors for daily operations (not events). Parking lots have reasonable access to school entrances. Minimum adequate parking spaces defined as one space per staff member and six visitor spaces. Student parking should be adequate.
	Play Areas/Fields	Play areas should be adjacent to the school, adequate in size, and allow for free and organized play time. Play equipment should be designed to be inclusive, accessible and useable by all students to the fullest extent possible.	There should be an area for covered play, a hard-surfaced area, and playground equipment. PK/K only: separately fenced area with both hard and grassed areas. For PK, this should be accessed directly from the classroom(s). MS only: include hard surface and grassed areas for physical Education. HS only: track and field, football field, soccer fields, baseball and softball fields, and tennis courts. Adequate space for outdoor physical education classes.

Examples of outside spaces:



PERFORMING ARTS

All schools are required to have a performing arts space.

System	Component	Description	What to Look For
Performing Arts	Environment	The room should provide an inviting/stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program?</p> <p>Lighting: Appropriate lighting levels?</p> <p>Acoustics: Are there impediments to hearing? Is there noise transfer between spaces?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	<p>ES: Can be with the cafetorium or gymnasium with a stage.</p> <p>MS/HS: The auditorium should have fixed seating for one grade level. HS: three spaces minimum – auditorium plus two of the following: small theater, black box, prop room, practice room, recording studio, etc.</p> <p>(MS standard to be considered by district.)</p>	<p>MS/HS performing arts spaces including auditorium, stage, seating, green room, dressing rooms, sound booth, lighting booth, etc. meet instructional space guidelines/standards.</p> <p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards</p>
	Location	The room should be appropriately located for the program.	The performing arts space should be located on the ground floor and acoustically isolated from the quiet spaces. There should be convenient public & after-school access with the means to restrict access to other spaces and easy access to restrooms and water fountains.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	The performing arts space should have adequate and appropriate storage, curtain, lighting, sound system, and technology equipment appropriate to the program.

Examples of performing arts spaces:



PHYSICAL EDUCATION

All schools are expected to have a P.E. space, with one gym at the ES (can be gymnasium) and MS, and two for HS. If no space exists, all four components should be scored *Unsatisfactory*.

System	Component	Description		What to Look For
P.E.	Environment	The room should provide an inviting/stimulating environment for learning.		<p>Spatial Configuration (immovable): Does it support the instructional program?</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between programs?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p> <p>Flooring MS/HS: regulation wood gym floor. ES: rubber is Good, wood is Excellent.</p>
	Size	<p>ES: Gym</p>	<p>ES: Not required MS: 6000 SF HS: 8000 SF</p>	<p>EXCEL: 90-100% of the room(s) meet standards GOOD: 80-89% of the room(s) meet standards FAIR: 65-79% of the room(s) meet standards POOR: 50-64% of the room(s) meet standards UNSAT: <50% of the room(s) meet standards</p>
		<p>MS: Competition court, 2 regulation cross-courts, seating for entire ASB. Competition gym Boys/girls lockers 2000 SF each w/private shower facilities Storage/Office 600 SF</p>	<p>HS: Competition court, 2 regulation cross courts, seating for entire ASB. Competition and practice gym Weight room; multi-purpose (wrestling/dance/gymnastics) Boys/girls lockers 2000 SF each w/private shower facilities Storage/Office 600 SF, training room, concession stand</p>	
	Location	The room should be appropriately located for the program.		The gymnasium is secured from other parts of the campus for evening and weekend events or for public use purposes. Access to public restrooms.
Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.		<p>Storage: There should be adequate and appropriate storage.</p> <p>Fixed Equipment: Water fountains and fixed equipment (backboards, safety padding, and bleachers down one side as a minimum). Dance rooms should have a wooden floor and mirrored wall.</p>	

Examples of physical education spaces:



SAFETY & SECURITY

System	Component	Description	What to Look For
Safety and Security	Fencing	The school site should be appropriately fenced.	The school site is appropriately fenced. Entrances and egresses are limited, where appropriate. Preschool/kindergarten playgrounds are fenced separately from other play areas, which should also be completely fenced.
	Signage & Way Finding	Interior and exterior signage should be adequate for the needs of the school.	Adequate signage or graphics direct the public to major spaces (e.g. entrance, office, gym, auditorium, etc.) of the school and grounds. Traffic and parking signs are adequate to direct visitors. All rooms are identified with numbers/signs.
	Ease of Supervision	The building layout and equipment should enhance building supervision.	Supervision is enhanced through proper sightlines, few or no "hiding areas," appropriate interior/exterior lighting, good direct visibility or via security cameras both inside and outside the building. PK/Kindergarten classrooms should be designed to allow supervision of play yards (unless prevented by site shape or size) and all areas of the classroom. Outdoor restrooms having direct outside access are located in areas that are visible from playground and are easily supervised. Easy sight into assembly areas.
	Controlled Entrances	Points of entry should be controlled for student and staff safety.	School design or configuration allows for control of entrances to the school. Public entrances are easily supervised and controlled with a security vestibule. Intercom and buzzer system.

Examples of safety & security:



SELF-CONTAINED SPECIAL EDUCATION

Required space where program exists, score *N/A* if program does not exist. For educational suitability purposes, if some self-contained rooms are located in a portable building, the comment for all four components should include this information and scores lowered based on the percent that are located in portable buildings. If all self-contained rooms are in portables, all components are scored *Unsatisfactory*.

System	Component	Description	What to Look For
Self-Contained Special Ed	Environment	The room should provide an inviting/stimulating environment for learning.	<p>Spatial Configuration (immovable): Does it support the instructional program?</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p>
	Size	The room should meet the square footage standards. 1200 SF (ES) 1400 SF (MS) 1400 SF (HS)	<p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards</p>
	Location	The room should be appropriately located for the program.	The classroom(s) should be shielded from noise-producing activities and located centrally.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	<p>Storage: Room(s) have adequate permanent casework and teacher and student storage.</p> <p>Fixed Equipment: The classrooms should have special needs equipment and technology equipment appropriate to the program. Each room should have a restroom with hot water, and convenient changing area. There should be a washer/dryer in a convenient location. Play equipment should be inclusive and accessible.</p>

Examples of self-contained special education classrooms:



SCIENCE LAB

Required space at MS/HS, score all four components *Unsatisfactory* if none exists. For educational suitability purposes, if all the science rooms are located in a portable, all four components should be scored *Unsatisfactory*. The secondary schools should include both classrooms and lab spaces. (STEM Lab in some districts.)

System	Component	Description	What to Look For
Science	Environment	The room should provide an inviting/stimulating environment for learning.	<p>Spatial Configuration (immovable): Classrooms are flexibly designed to insure full student access to laboratory stations and lecture areas.</p> <p>Lighting: Appropriate natural light/lighting levels?</p> <p>Acoustics: Are there impediments to hearing the teacher? Is there noise transfer between classrooms?</p> <p>HVAC/Temperature: Is there proper ventilation and consistent and adequate climate control?</p> <p>Aesthetics: Are the room finishes/equipment worn and/or dated?</p> <p>Flooring: There should be wet flooring.</p>
	Size	The room should meet the square footage standards. 6-8: 1000 SF 9-12: 1200-1400 SF	<p>EXCEL: 90-100% of the room(s) meet standards</p> <p>GOOD: 80-89% of the room(s) meet standards</p> <p>FAIR: 65-79% of the room(s) meet standards</p> <p>POOR: 50-64% of the room(s) meet standards</p> <p>UNSAT: <50% of the room(s) meet standards</p>
	Location	The room should be appropriately located for the program.	The science classroom should be shielded from noise-producing activities or functions.
	Storage/Fixed Equip	The room should have adequate storage space and fixed equipment appropriate to the program.	<p>Storage: Space for teaching materials and adequate permanent casework. There should be separate secured storage areas area provided for volatile, flammable, and corrosive chemicals and cleaning agents.</p> <p>Fixed Equipment: There should be a science classroom with wet flooring, appropriate science storage and extra sinks as well as safety equipment (FE, shower, eyewash) and supplies. A separate room for storage and prep area. Fume hoods in 50% of the rooms, water and gas in all spaces, chemical storage, prep room. Maximum of 24 workstations. One ADA workstation.</p>

Examples of science classrooms & labs



TECHNOLOGY READINESS

Standard: wireless capability throughout the school, fiber access to each school, telephones to each instructional space, and four hardwire connections to each classroom.

System	Component	Description	What to Look For
Technology Readiness	Comm./IT Environment	Communications and IT equipment should be in a climate-controlled environment that is secure and accessible.	Equipment is located in a place designed for Comm/IT equipment. Space is properly climate-controlled, secure, easily accessed. The area has adequate storage, utilities, and fixed equipment and is free of clutter.
	Electrical Power	Sufficient electrical power to provide for each student and staff operation of multiple devices.	No power strips, no extension cords, no plug-in outlet extenders. Check for microwave, coffee pots, refrigerators, etc. Check for breaker tripping.
	Cooling	Classrooms and computer lab computers should be in a climate-controlled environment.	Each CR or computer lab has sufficient HVAC capacity for the equipment present. Is the HVAC zoned separately to keep servers in a ventilated and humidity-controlled environment?
	Network Connectivity	All schools should be connected to the Local Area Network. There should be adequate network access to provide ubiquitous wireless in all instructional spaces. Each area (CR, media center, computer lab and support area) has adequate network access for computers and applicable instructional technology devices through either network drops or dense wireless	If Network connection is not fiber based, connectivity should score some or disagree.
	Network Performance	Network should allow for educational, administrative, and operational programs to run in a fashion that does not impede teachers, students, and staff from performing their daily functions and responsibilities.	Internet connectivity is available and reliable. If network performance is an issue, Comment item and the Project manager will check with district Technology Director to identify potential causes.
	Video Distribution	All schools should have the capability to stream live internet feeds or other video sources without disruption to other network functions.	There should be a projection device in each classroom.
	Voice Distribution	All schools should have the capability to directly contact each classroom, support, and office spaces. Capability to have building-wide paging and announcements.	Paging should be heard in all spaces; inside the building and parking lot areas and bus drop off area, and playgrounds and fields. Faculty and Staff have voicemail access.

		Voicemail capabilities for staff.	
	Faculty/Staff	Faculty and Staff: All staff should have fixed equipment.	Faculty stations have hardwired connections and sufficient electrical power to run computers and multimedia equipment in classrooms. Staff stations have appropriately located computer drops and electrical outlets

Facility Master Planning
Facility Assessments
and Analysis
Facility Optimization
and Planning
Community Collaboration

Demographic Studies
Fiscal Impact Studies
and Models
Educational Technology Consulting
Strategic Planning including
Growth Management Plans

Educational Specifications /
Facility Standards
Operational Reviews of Efficiency
and Effectiveness
Program Evaluation
Enrollment Projections



Pacific Grove Unified School District

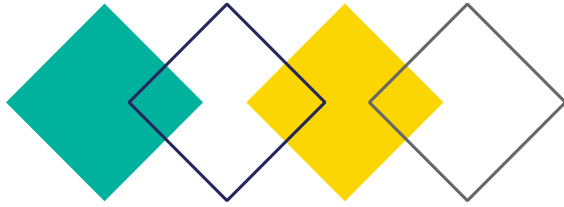
Facility Needs Assessment



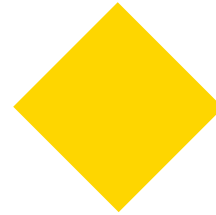
Agenda



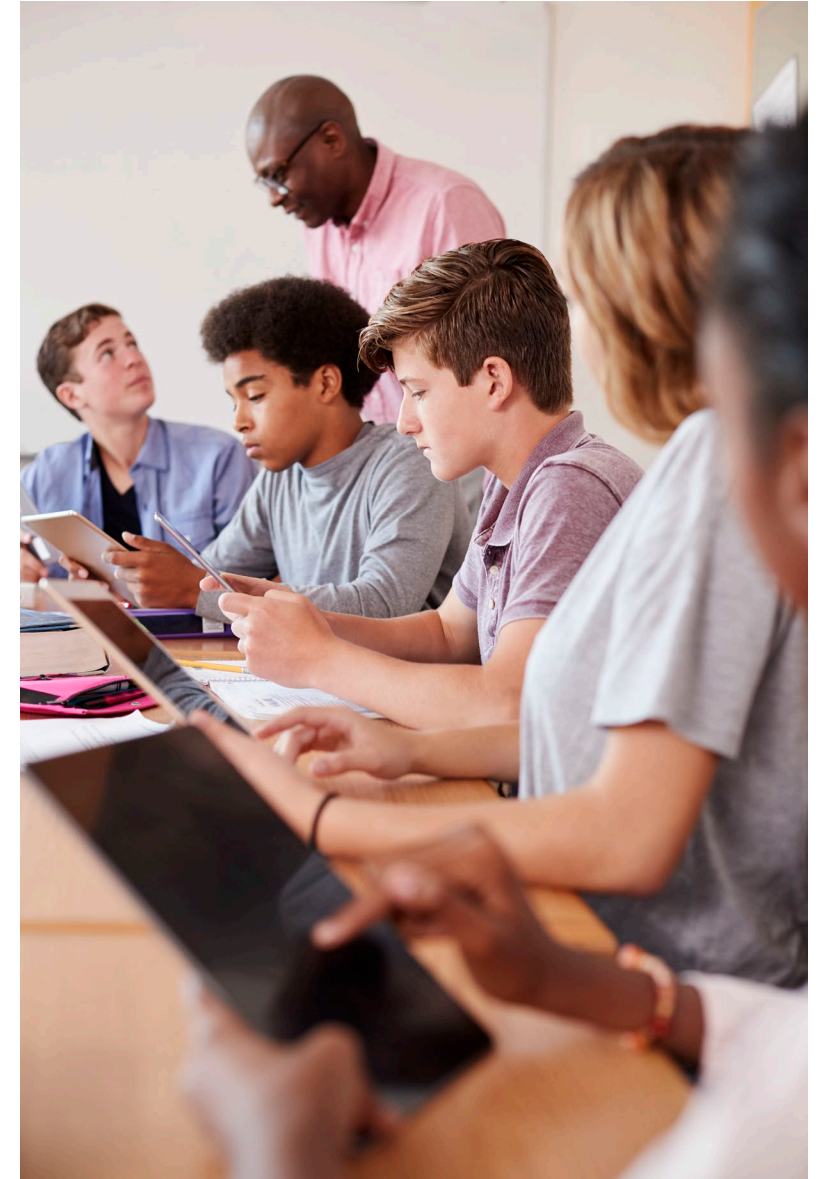
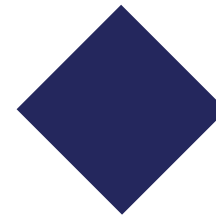
- Welcome & Introductions
- Facility Needs Assessment:
 - Profile
 - Purpose
 - Maintenance Categories
 - Assessment Framework
 - Findings
- Facility Master Plan Overview:
 - Project Initiation
 - Educational Program Review & Prioritization
 - Enrollment Projections
 - Capacity Utilization
 - Facilities Assessments
 - Community Input
 - Final Plan
- Q&A



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What Is a Facility Needs Assessment?

- **Facility Condition**
 - Reviewing the physical condition of existing school facilities
- **Educational Adequacy**
 - Analyzing how the school facilities support the educational goals of PGUSD
- **Technology Readiness**
 - Evaluate how the infrastructure supports modern technology
- **Planning for Future Expenditures**
 - Estimating costs for future budget planning

Packet Updated: 9/4/24 @ 5:16 PM



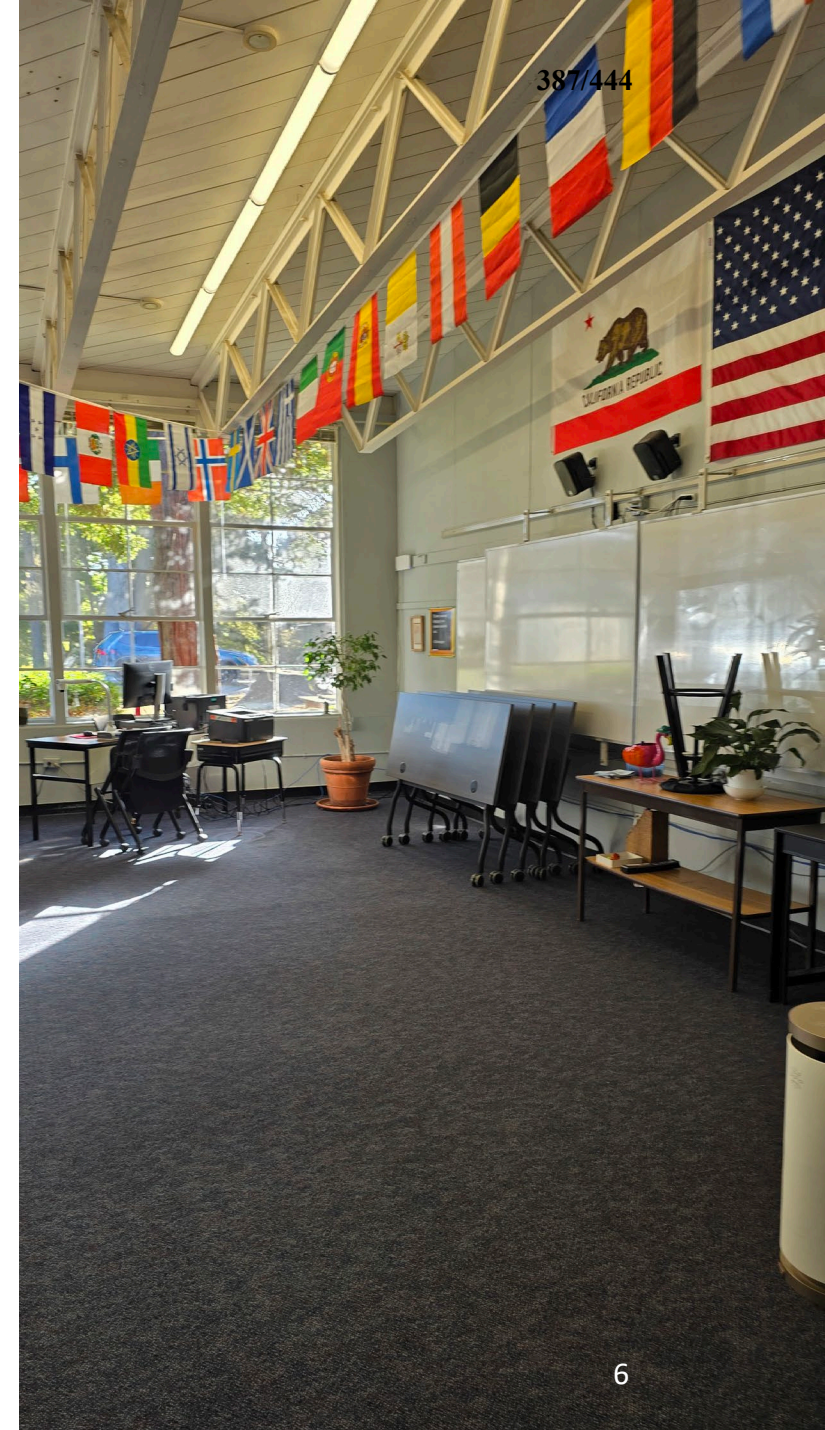
Steps of the Plan

- **Evaluate the goals of existing Measure D**
 - Building envelope
 - Critical systems such as HVAC and Fire Alarm
 - Improvements to efficiency (HVAC, plumbing fixtures, sealing envelope)
- **Develop the Educational Specifications**
 - 21st Century Learning
 - Flexible spaces for differing learning styles
 - Technology infrastructure
- **Site Visits**
 - June 17-21 site walkthrough
- **Plan Development**
 - Working with District personnel to develop priorities



Key Findings

- **Measure D focused on building envelope and critical systems**
- **Some critical systems still need completion**
 - Continued HVAC replacements at Pacific Grove High School and Robert Down Elementary
 - Roofing projects at PGMS, PGAE and PGHS
 - Door and window replacement districtwide
- **Notable Improvements Needed:**
 - Electrical updates for 21st-century technology.
 - ADA compliance upgrades.
 - Classroom modernization (finishes and fixtures).
 - MPR/Auditorium/Library modernization
 - Security enhancements (fencing, single-entry vestibules).
 - Playground and play equipment updates.



387/444

Forest Grove Elementary

388/444



Total Square Footage:

39,257

Total Classrooms:

28

Total Acres:

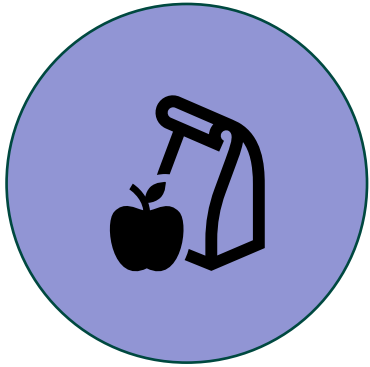
18

KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  MULTIPURPOSE ROOM
-  ADMINISTRATIVE

Forest Grove Elementary

389/444

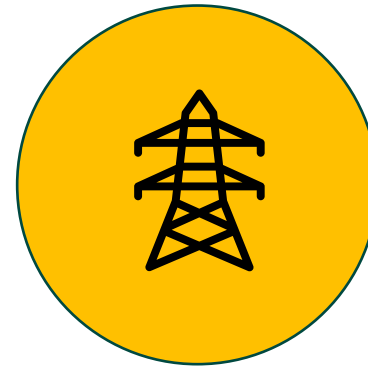


Painting, flooring, wall and ceiling tile removal/replacement as well as improvements to the performance area



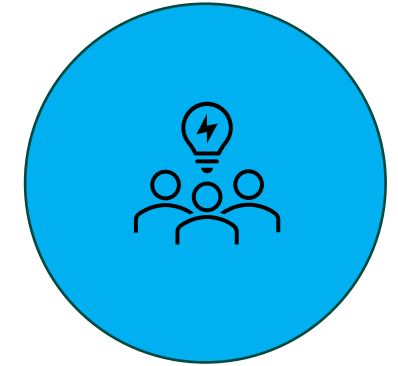
Classroom Modernization

New finishes, flexible furniture and casework that cater to differing learning styles



Electrical Upgrades

For efficiency, safety and to support modern technology



Flexible Learning Spaces

Modernize media center, create STEAM maker spaces and outdoor learning environments

Forest Grove Elementary

SUMMARY OF IMPROVEMENTS	PRELIMINARY COST ESTIMATES				
HEALTH AND SAFETY					\$ 45,000.00
Fencing improvements	Allowance	1	\$	20,000.00	\$ 20,000.00
ADA Improvements	Allowance	1	\$	25,000.00	\$ 25,000.00
MODERNIZATION					\$ 2,672,385.00
Floor coverings	SF	39,257	\$	9.00	\$ 353,313.00
Interior painting	SF	19,959	\$	2.00	\$ 39,918.00
Exterior window replacement	SF	39,257	\$	22.00	\$ 863,654.00
Library modernization	SF	1,600	\$	250.00	\$ 400,000.00
MPR Modernization	SF	4,062	\$	250.00	\$ 1,015,500.00
EDUCATIONAL ADEQUACY					\$ 825,000.00
STEM Lab/maker space modernization	SF	1,500	\$	450.00	\$ 675,000.00
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS					\$ 278,892.00
Electrical Distribution to meet technology needs	SF	39,257	\$	6.00	\$ 235,542.00
Sewer line repairs/replace	LF	150	\$	289.00	\$ 43,350.00
NEW CONSTRUCTION					\$ 1,570,000.00
Relocatable classroom replacement-Replace with Modular	EA	4	\$	350,000.00	\$ 1,400,000.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL					\$ 5,391,277.00
PROJECT SOFT COSTS					\$ 1,617,383.10
TOTAL ESTIMATED PROJECT COST					\$ 7,008,660.10

Robert Down Elementary

391/444



Total Square Footage:
47,153

Total Classrooms:
24

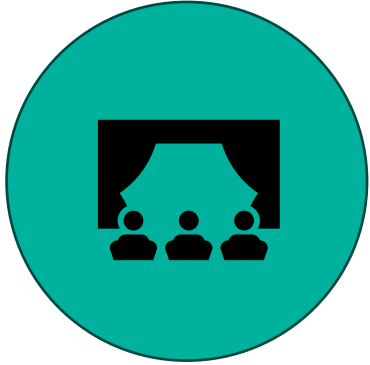
Total Acres:
7.9

KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  AUDITORIUM/CAFETERIA
-  ADMINISTRATIVE

Robert Down Elementary

392/444

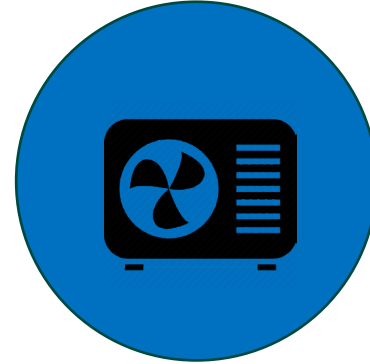


Restore the historic charm with new finishes/fixtures, refurbished seating and Improvements to performance area plus ADA improvements



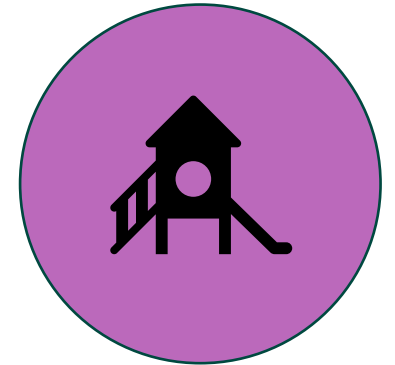
Classroom Modernization

New finishes, flexible furniture and casework that cater to differing learning styles. Addition of STEAM lab and flexible learning spaces



HVAC Replacement

Replacement of heating system in main building



Playgrounds

Replace asphalt play courts, select play equipment and upgrade fall surface to inclusive rubberized surfaces

Robert H. Down Elementary

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY					\$ 325,000.00
Fencing improvements for security	Allowance	1	\$	160,000.00	\$ 160,000.00
Playground fall surface and ADA improvements	Allowance	1	\$	165,000.00	\$ 165,000.00
MODERNIZATION					\$ 1,627,370.00
Floor coverings	SF	18,182	\$	9.00	\$ 163,638.00
Interior painting	SF	43,781	\$	2.00	\$ 87,562.00
Ceiling tiles/grid/plaster hard ceiling repairs	Allowance	25,000	\$	10.26	\$ 256,500.00
Auditorium improvements-wall, ceiling repairs, finishes	Allowance	1	\$	350,000.00	\$ 350,000.00
Auditorium-Refinish seating	EA	575	\$	833.00	\$ 478,975.00
Interior doors	EA	45	\$	1,989.00	\$ 89,505.00
Exterior doors-Hollow metal	EA	22	\$	9,145.00	\$ 201,190.00
EDUCATIONAL ADEQUACY IMPROVEMENTS					\$ 1,650,000.00
STEM Lab/maker space modernization	SF	2,500	\$	450.00	\$ 1,125,000.00
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
Library Modernization	SF	1,500	\$	250.00	\$ 375,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS					\$ 2,082,699.05
Playcourt asphalt replacement	SF	38,093	\$	12.00	\$ 457,116.00
Electrical Distribution to meet technology needs	SF	47,153	\$	6.00	\$ 282,918.00
Sewer line replacement	LF	200	\$	289.00	\$ 57,800.00
Fire sprinkler, backflow, riser and sprinkler heads	EA	1	\$	54,660.00	\$ 54,660.00
Boiler replace with gas forced air - Main Building (Not covered under ABM contract)	SF	35,199	\$	34.95	\$ 1,230,205.05
NEW CONSTRUCTION					\$ 3,755,000.00
New construction TK wing (to replace C-Wing relocatables)	EA	5,000	\$	590.00	\$ 2,950,000.00
New Title 5 playgrounds for TK wing (includes site work and fall surface)	EA	2	\$	275,000.00	\$ 550,000.00
New shade structures	EA	3	\$	85,000.00	\$ 255,000.00
SUBTOTAL					\$ 9,440,069.05
PROJECT SOFT COSTS					\$ 2,832,020.72
TOTAL ESTIMATED PROJECT COST					\$ 12,272,089.77

Pacific Grove Middle

394/444



Total Square Footage:

65,136

Total Classrooms:

27

Total Acres:

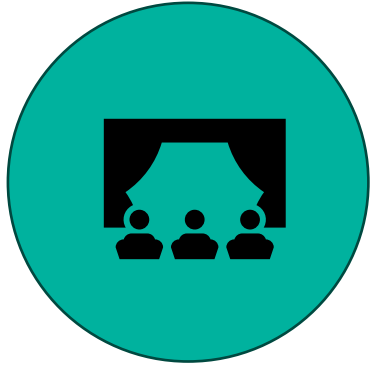
13.7

KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  AUDITORIUM/GYM
-  ADMINISTRATIVE

Pacific Grove Middle

395/444

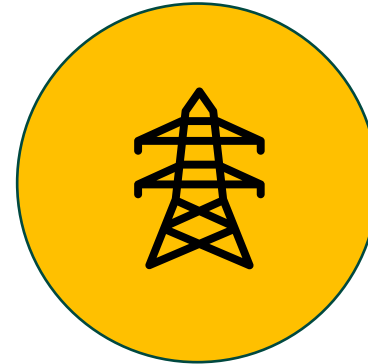


Auditorium Restoration

Restore the historic charm with new finishes/fixtures, seating and Improvements to performance area plus ADA improvements

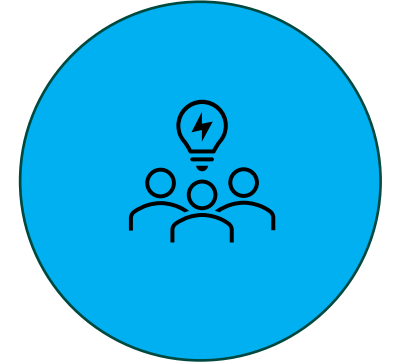


New finishes, flexible furniture and casework that cater to differing learning styles



Electrical Upgrades

For efficiency, safety and to support modern technology



STEAM Learning Spaces

Modernize the shop buildings with new windows, finishes, furnishings and fixtures to support STEAM activities

Pacific Grove Middle School

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 370,000.00			
Fencing improvements for security	Allowance	1	\$	265,000.00	\$ 265,000.00
Secure entry vestibule	Allowance	1	\$	60,000.00	\$ 60,000.00
ADA Improvements	Allowance	1	\$	45,000.00	\$ 45,000.00
MODERNIZATION		\$ 2,453,038.36			
Floor coverings-corridors	SF	6,500	\$	9.00	\$ 58,500.00
Floor coverings-Classroom-LVT		20,000	\$	12.00	\$ 240,000.00
Interior painting	SF	65,136	\$	2.00	\$ 130,272.00
Ceiling tiles/grid	SF	65,136	\$	10.26	\$ 668,295.36
Auditorium improvements-Seating Refurbishment	EA	598	\$	833.00	\$ 498,134.00
Auditorium- finishes, fixtures	Allowance	1	\$	280,000.00	\$ 280,000.00
Auditorium lighting	EA	1	\$	152,000.00	\$ 152,000.00
Interior doors	EA	35	\$	1,989.00	\$ 69,615.00
Window replacement-Shop bldg	SF	7,101	\$	22.00	\$ 156,222.00
Serving Line Improvements	Allowance	1	\$	200,000.00	\$ 200,000.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 910,000.00			
STEM Lab improvements (Shop Building E)	Allowance	1	\$	85,000.00	\$ 85,000.00
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
Library Modernization	SF	1,500	\$	250.00	\$ 375,000.00
CTE Programming improvements-Culinary (preliminary)	Allowance	1	\$	300,000.00	\$ 300,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 2,867,692.91			
Parking lot repair, slurry, and restriping	SF	23,116	\$	6.00	\$ 138,696.00
Play structure replacement w/rubberized fall surface	EA	1	\$	200,000.00	\$ 200,000.00
Electrical Distribution to meet technology needs	SF	65,136	\$	4.11	\$ 267,708.96
HVAC- Shop bldg	SF	7,101	\$	34.95	\$ 248,179.95
Fire alarm system	SF	65,136	\$	7.00	\$ 455,952.00
Track resurfacing	SF	34,526	\$	6.00	\$ 207,156.00
Turf playfield with track & field event spaces	EA	1	\$	1,350,000	\$ 1,350,000.00
NEW CONSTRUCTION		\$ 85,000.00			
New shade structures	EA	1	\$	85,000.00	\$ 85,000.00
SUBTOTAL		\$ 6,685,731.27			
PROJECT SOFT COSTS		\$ 2,005,719.38			
TOTAL ESTIMATED PROJECT COST		\$ 8,691,450.65			

Pacific Grove High



Total Square Footage:
95,338
Total Classrooms:
43
Total Acres:
31.5

- KEY**
- PERMANENT CLASSROOMS
 - MODULAR CLASSROOMS
 - AUDITORIUM/GYM/MPR
 - ADMINISTRATIVE

Pacific Grove High

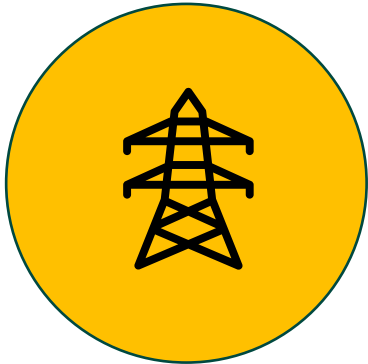


Classroom Modernization

New finishes, flexible furniture and casework that cater to differing learning styles



Continue heating and air conditioning system replacement



Electrical Upgrades

For efficiency, safety and to support modern technology



HVAC Replacement

Replacement of heating system in main building

Pacific Grove High



CTE Program Updates

Improved and expanded culinary lab and classrooms, robotics maker space, other program improvements



Replace existing travel pathways, install new ADA ramp to ball fields



Create outdoor classroom/flexible use spaces for differing learning/teaching styles. Additional outdoor seating and shade structures



Library Improvements

Restore historic appeal while modernizing fixtures and furniture to make the space more flexible for 21st century learning

Pacific Grove High School

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY				\$	550,169.36
Fencing improvements for security	Allowance	1	\$	110,000.00	\$ 110,000.00
ADA improvements	Allowance	1	\$	200,000.00	\$ 200,000.00
ADA Ramp to Baseball Field	LF	616	\$	65.21	\$ 40,169.36
Abatement Allowance for unforeseen conditions	Allowance	1	\$	200,000.00	\$ 200,000.00
MODERNIZATION				\$	3,773,874.64
Floor coverings	SF	50,402	\$	9.00	\$ 453,618.00
Interior painting	SF	95,338	\$	2.00	\$ 190,676.00
Ceiling tiles/grid classroom (Approx sq ft. Needs further evaluation)	SF	22,627	\$	10.26	\$ 232,153.02
Ceiling-Gym	SF	9,306	\$	13.27	\$ 123,490.62
Casework	Allowance	1	\$	150,000.00	\$ 150,000.00
Interior doors-L-wing, Library	EA	15	\$	1,989.00	\$ 29,835.00
Library/Media Center furnishings and improvements	Allowance	1	\$	350,000.00	\$ 350,000.00
Exterior window replacement	SF	84,546	\$	22.00	\$ 1,860,012.00
Exterior doors-Aluminum with glazing	EA	42	\$	9,145.00	\$ 384,090.00
EDUCATIONAL ADEQUACY IMPROVEMENTS				\$	925,000.00
STEAM Labs modernization-Robotics maker space	SF	2,500	\$	250.00	\$ 625,000.00
Outdoor classroom	EA	2	\$	150,000.00	\$ 300,000.00
Culinary program improvements/expansion (Design TBD)	Allowance	1	\$	1,300,000.00	\$ 1,300,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS				\$	4,119,430.87
Sidewalk replacement-campuswide	LF	5,037	\$	50.21	\$ 252,907.77
Landscaping improvements, outdoor seating	Allowance	1	\$	300,000.00	\$ 300,000.00
HVAC replacement with rooftop units	SF	85,338	\$	34.95	\$ 2,982,563.10
Swimming pool boilers	EA	2	\$	38,342.00	\$ 76,684.00
Electrical Distribution to meet technology needs	SF	84,546	\$	6.00	\$ 507,276.00
NEW CONSTRUCTION				\$	770,000.00
Relocatable Replacement	EA	2	\$	300,000.00	\$ 600,000.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL				\$	10,138,474.87
PROJECT SOFT COSTS				\$	3,041,542.46
TOTAL ESTIMATED PROJECT COST				\$	13,180,017.33

Pacific Grove Adult Education

401/444



Total Square Footage:

25,536

Total Classrooms:

Varies

Total Acres:

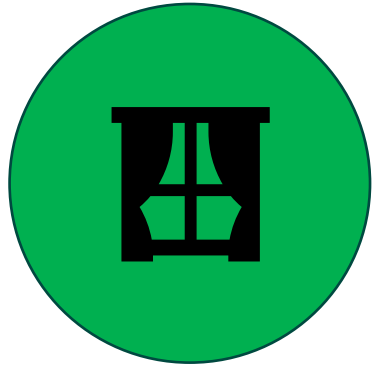
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KEY

-  PERMANENT CLASSROOMS
-  MODULAR CLASSROOMS
-  AUDITORIUM/CAFETERIA
-  ADMINISTRATIVE

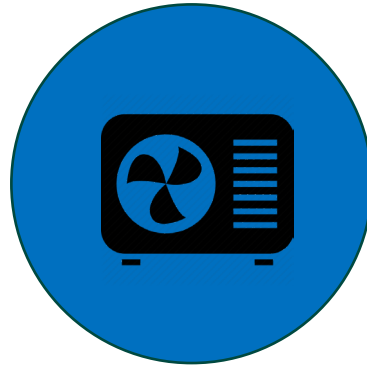
Pacific Grove Adult Education

402/444

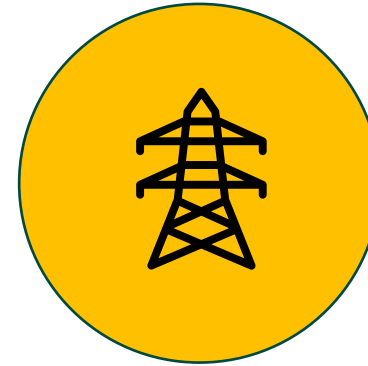


Building Envelope

Replace inefficient windows and interior/exterior doors, as well as continue roofing projects where required

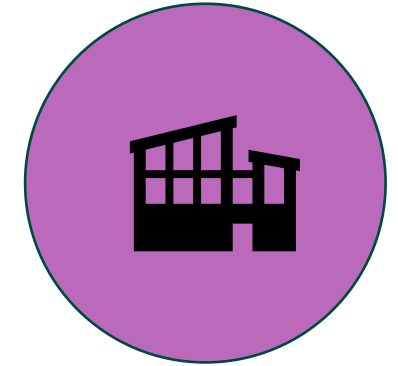


Continue heating and air conditioning system replacement



Electrical Upgrades

For efficiency, safety and to support modern technology



Classroom Construction

Place modular classrooms in place of demolished Nursing annex and add classroom space to Adult Transition program

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 93,500.00			
Fencing/gates improvements for security	Allowance	1	\$	65,000.00	\$ 65,000.00
ADA Improvements	Allowance	1	\$	28,500.00	\$ 28,500.00
MODERNIZATION		\$ 1,667,478.17			
Interior painting	SF	4,320	\$	2.00	\$ 8,640.00
Exterior painting	SF	19,962	\$	4.00	\$ 79,848.00
Floor coverings	SF	19,962	\$	9.00	\$ 179,658.00
Restroom Updates (fixtures under ABM contract)	SF	800	\$	400.00	\$ 320,000.00
Roofing, gutters, and downspouts replacement	SF	19,962	\$	16.00	\$ 319,392.00
Soffit repairs-main building	LF	687	\$	48.91	\$ 33,601.17
Exterior window replacement	SF	19,962	\$	22.00	\$ 439,164.00
Window wall reconstruction	Allowance	1	\$	150,000.00	\$ 150,000.00
Exterior doors-Aluminum with glazing	EA	15	\$	9,145.00	\$ 137,175.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 250,000.00			
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
CTE Programming improvements (Adult Education)	Allowance	1	\$	100,000.00	\$ 100,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 1,573,079.40			
Parking lot asphalt replacement and restriping	SF	34,013	\$	12.00	\$ 408,156.00
New Parking Area	SF	9,150	\$	18.77	\$ 171,745.50
Garden fencing to accommodate lawn equipment	Allowance	1	\$	26,000.00	\$ 26,000.00
HVAC Replacement	SF	19,962	\$	34.95	\$ 697,671.90
Backflow addition- main bldg	Allowance	1	\$	10,000.00	\$ 10,000.00
Fire alarm replacement	SF	19,962	\$	7.00	\$ 139,734.00
Electrical Distribution to meet technology needs	SF	19,962	\$	6.00	\$ 119,772.00
NEW CONSTRUCTION		\$ 1,745,000.00			
Relocatable classroom addition for adult transition	EA	2	\$	300,000.00	\$ 600,000.00
Modular classrooms in place of Nursing Annex for preschool	EA	2	\$	350,000.00	\$ 700,000.00
New Title 5 playgrounds for preschool (includes site work and fall surface)	EA	1	\$	275,000.00	\$ 275,000.00
New shade structures	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL		\$ 5,329,057.57			
PROJECT SOFT COSTS		\$ 1,598,717.27			
TOTAL ESTIMATED PROJECT COST		\$ 6,927,774.84			



Pacific Grove Adult Education Center

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY		\$ 93,500.00			
Fencing/gates improvements for security	Allowance	1	\$	65,000.00	\$ 65,000.00
ADA Improvements	Allowance	1	\$	28,500.00	\$ 28,500.00
MODERNIZATION		\$ 292,110.00			
Interior painting	SF	4,320	\$	2.00	\$ 8,640.00
Exterior painting	SF	6,678	\$	4.00	\$ 26,712.00
Roofing, gutters, and downspouts replacement	SF	6,678	\$	16.00	\$ 106,848.00
Exterior window replacement	SF	4,320	\$	22.00	\$ 95,040.00
Exterior doors-Aluminum with glazing	EA	6	\$	9,145.00	\$ 54,870.00
EDUCATIONAL ADEQUACY IMPROVEMENTS		\$ 250,000.00			
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
CTE Programming improvements (Adult Education)	Allowance	1	\$	100,000.00	\$ 100,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS		\$ 926,111.60			
Parking lot asphalt replacement and restriping	SF	34,013	\$	12.00	\$ 408,156.00
New Parking Area	SF	9,150	\$	18.77	\$ 171,745.50
Garden fencing to accommodate lawn equipment	Allowance	1	\$	26,000.00	\$ 26,000.00
HVAC Replacement	SF	6,678	\$	34.95	\$ 233,396.10
Fire alarm replacement	SF	6,678	\$	7.00	\$ 46,746.00
Electrical Distribution to meet technology needs	SF	6,678	\$	6.00	\$ 40,068.00
NEW CONSTRUCTION		\$ 9,582,560.00			
Relocatable classroom addition for adult transition	EA	2	\$	300,000.00	\$ 600,000.00
Modular classrooms in place of Nursing Annex for preschool	EA	2	\$	350,000.00	\$ 700,000.00
New Title 5 playgrounds for preschool (includes site work and fall surface)	EA	1	\$	275,000.00	\$ 275,000.00
Replacment of main school building	SF	13,284	\$	590.00	\$ 7,837,560.00
New shade structrues	EA	2	\$	85,000.00	\$ 170,000.00
SUBTOTAL		\$ 11,144,281.60			
PROJECT SOFT COSTS		\$ 3,343,284.48			
TOTAL ESTIMATED PROJECT COST		\$ 14,487,566.08			

David Ave. Campus

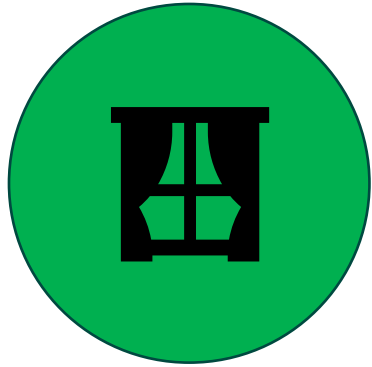


Total Square Footage:
9,380 District Managed
21,249 Charter Lease
Total Classrooms:
N/A
Total Acres:
14

KEY

-  DISTRICT MANAGED
-  LEASED CHARTER

David Ave. Campus



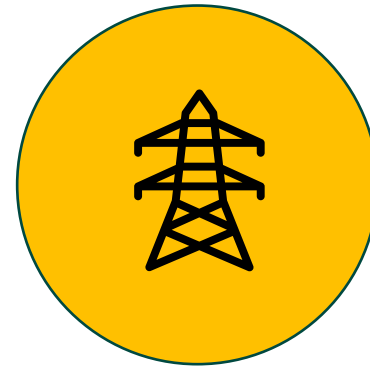
Building Envelope

Replace inefficient windows and interior/exterior doors, as well as continue roofing projects where required

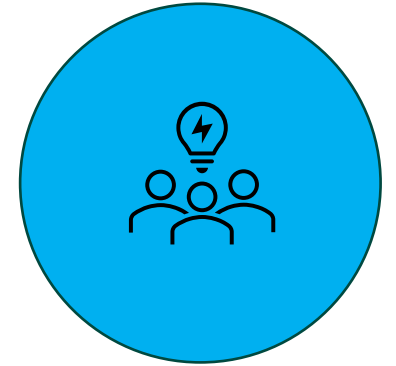


Classroom Modernization

New finishes, flexible furniture and casework that cater to differing learning styles



For efficiency, safety and to support modern technology



Flexible Learning Spaces

Outdoor classroom and flexible learning space, CTE program updates for Community Day School

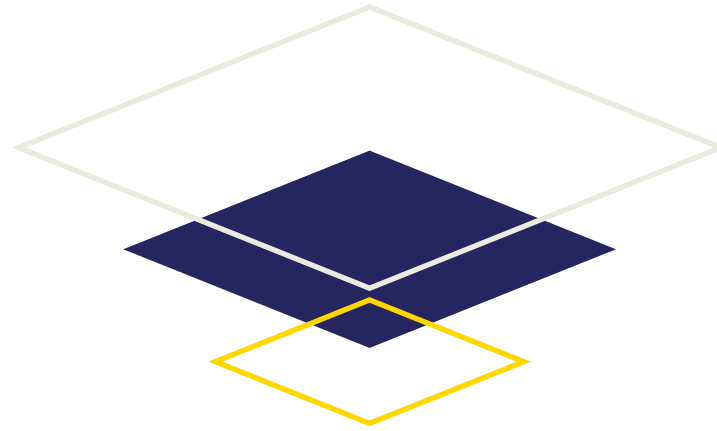
David Ave. Campus

SUMMARY OF IMPROVEMENTS		PRELIMINARY COST ESTIMATES			
HEALTH AND SAFETY				\$	350,000.00
Fencing improvements for security	Allowance	1	\$	150,000.00	\$ 150,000.00
Abatement Allowance for unforeseen conditions	Allowance	1	\$	200,000.00	\$ 200,000.00
MODERNIZATION				\$	1,625,601.00
Interior painting-Community Day School and State Preschool	SF	9,380	\$	2.00	\$ 18,760.00
Floor coverings	SF	30,919	\$	9.00	\$ 278,271.00
Wall repairs (to replace wood paneling)	Allowance	1	\$	65,000.00	\$ 65,000.00
Roofing, gutters, and downspouts replacement	SF	30,919	\$	16.00	\$ 494,704.00
Window Replacement	SF	30,919	\$	22.00	\$ 680,218.00
Casework	Allowance	1	\$	25,000.00	\$ 25,000.00
Interior doors	EA	32	\$	1,989.00	\$ 63,648.00
EDUCATIONAL ADEQUACY IMPROVEMENTS				\$	225,000.00
Outdoor classroom	EA	1	\$	150,000.00	\$ 150,000.00
CTE Programming improvements-Community Day School	Allowance	1	\$	75,000.00	\$ 75,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS				\$	334,355.00
Fire alarm updates	SF	21,263	\$	7.00	\$ 148,841.00
Electrical Distribution to meet technology needs	SF	30,919	\$	6.00	\$ 185,514.00
SUBTOTAL				\$	1,850,601.00
PROJECT SOFT COSTS				\$	555,180.30
TOTAL ESTIMATED PROJECT COST				\$	2,405,781.30

Summary of Cost Estimates

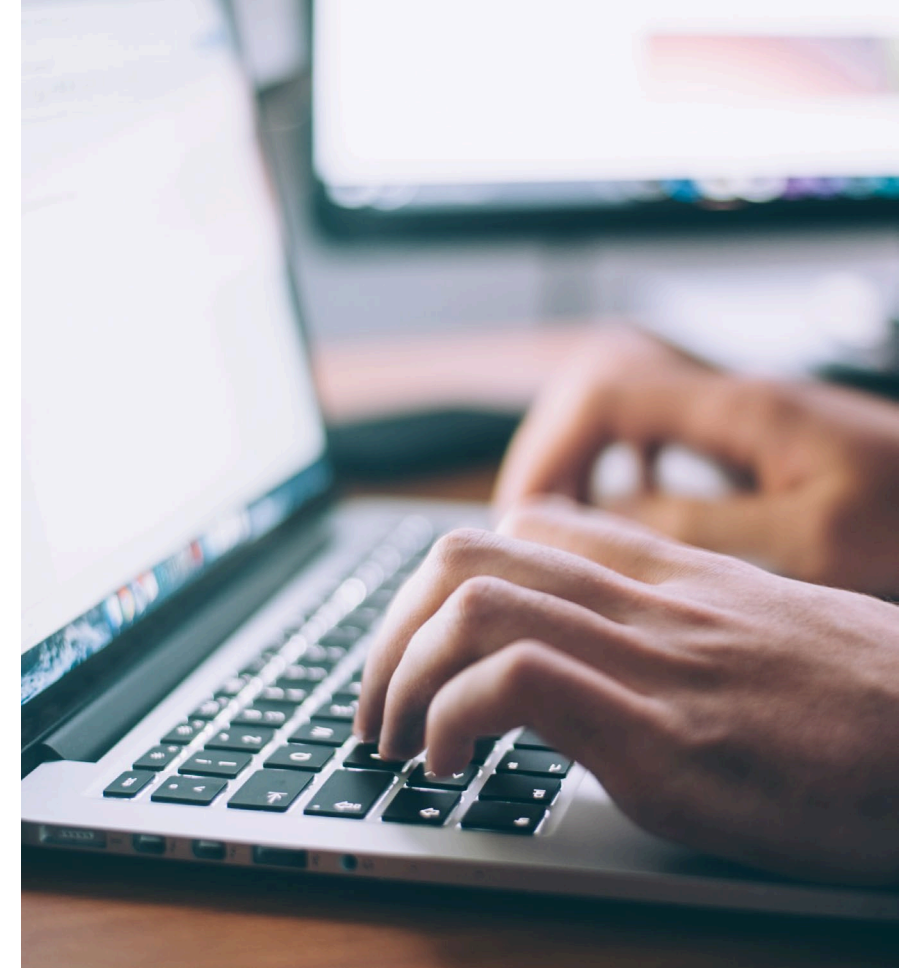
SUMMARY OF IMPROVEMENTS	
HEALTH AND SAFETY	\$ 1,733,669.36
MODERNIZATION	\$ 13,819,747.17
EDUCATIONAL ADEQUACY IMPROVEMENTS	\$ 4,785,000.00
SITE AND INFRASTRUCTURE IMPROVEMENTS	\$ 11,256,149.23
NEW CONSTRUCTION	\$ 7,925,000.00
SUBTOTAL	\$ 39,519,565.76
PROJECT SOFT COSTS	\$ 11,855,869.73
TOTAL ESTIMATED PROJECT COST	\$ 51,375,435.49

Methodology



To develop a Facilities Master Plan, MGT and EH&A gather and analyze both *quantitative* and *qualitative* data.

The overall methodology includes the following components:



Project Methodology



Project Methodology

Project Initiation

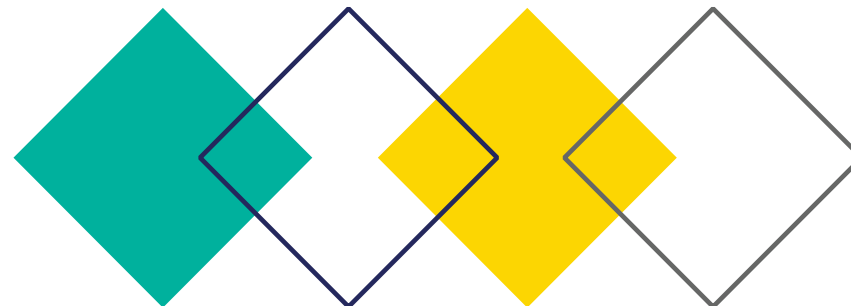
Review goals of the project with district staff.

- Lines of communication are established
- Work plan and project schedule are reviewed and finalized.

Programmatic Review

Conduct interviews with school district leaders/staff to develop understanding of vision and goals of educational programs.

- Discussions used to establish facility standards to evaluate educational suitability.

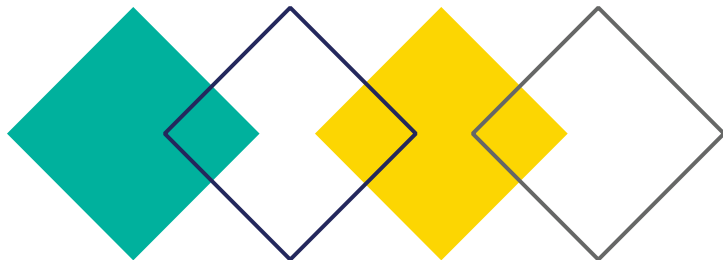


Project Methodology

Enrollment Projections

Prepare enrollment projections and compares with district estimates.

- Funding, staffing, and facility decisions hinge on having accurate information about enrollment.
- MGT gathers demographic data and prepares projections using four different projection models. The projections reflect current school age population trends in the county.



Capacity and Utilization

Work with district staff to understand current program offerings, capacity, and utilization numbers for each building.

Current and future utilization are calculated by dividing current and projected enrollments by capacity of each facility. Utilization expressed as percentage with preferred utilization being between 80 to 95%.

Identify strategic initiatives such as new construction, renovations, expansions, or technology upgrades.

Facilities Assessment

Conduct at each school site using MGT's BASYS® Facility Assessment software. Assessments include:

- Building Condition
- Educational Suitability or Functionality
- Grounds Condition
- Technology Readiness

Each assessment results in score based on a 100-point scale. Scores are interpreted as shown on chart to the right.

90+	New or Like New: The building and/or a majority of its systems are in very good condition and only require preventive maintenance; only a few, if any, systems have reached their expected life-cycle age. The total replacement cost of any “expired” systems is less than 10% of the current replacement value of the facility.
80-89	Good: The building and/or a majority of its systems are in good condition and only require routine maintenance; the total replacement cost of systems that have reached or exceed their expected service life (life-cycle age) is between 10 and 20% of the current replacement cost of the facility.
70-79	Fair: The building and/or some of its systems are in fair condition based on age and operations; the total replacement cost of systems that have reached or exceed their expected service life (life-cycle age) is between 20 and 30% of the current replacement cost of the facility.
60-69	Poor: The building and/or a significant number of its systems are in poor condition and require major repair, renovation, or replacement; the total replacement cost of systems that have reached or exceed their expected service life (life-cycle age) is between 30 and 40% of the current replacement cost of the facility.
BELOW 60	Unsatisfactory: The building and/or a majority of its systems should be replaced due to risk of system failure, inefficient operation and increased maintenance requirements; the total replacement cost of systems that have reached or exceed their expected service life (life-cycle age) is greater than 40% of the current replacement cost of the facility.

Project Methodology

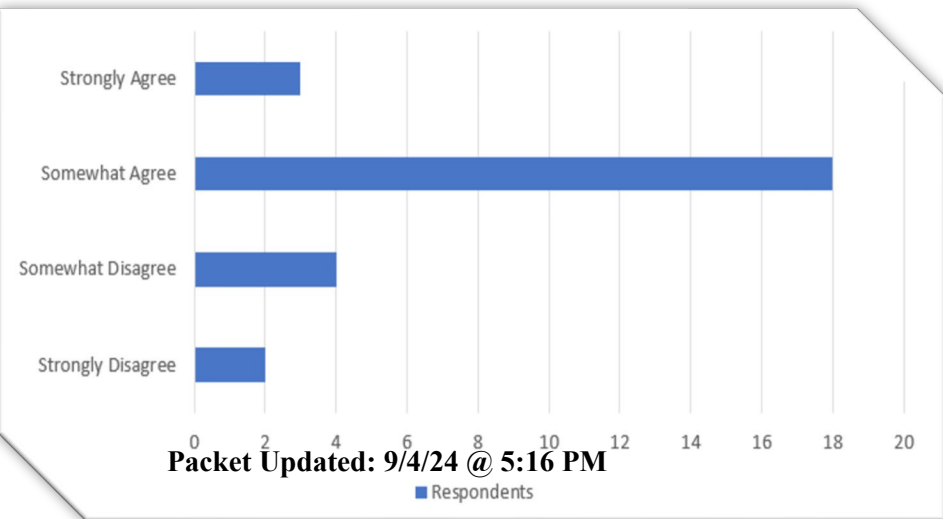
Exhibit 8.5 Combined Scores

School	Building Condition Score	Educational Suitability Score	Technology Readiness Score	Grounds Condition Score	Combined Scores
Elementary					
Berkeley	76.85	71.24	97.50	82.64	77.81
Bermuda	79.11	72.16	97.50	90.00	79.95
Central	63.65	64.92	85.00	77.92	67.59
Combs	75.06	75.04	87.50	84.20	77.21
Commons Lane	66.50	70.54	92.50	85.50	72.21
Duchesne	76.63	71.85	80.00	79.03	75.77
Griffith	74.38	60.62	87.50	74.74	71.60
Halls Ferry	71.70	71.21	82.50	90.09	74.47
Holman	76.60	51.10	77.50	77.00	69.08
Lee Hamilton	80.78	65.49	97.50	78.46	77.63
Parker Road	79.09	68.03	77.50	86.58	76.36
Robinwood	71.75	71.92	79.25	72.77	72.65
Walnut Grove	77.89	70.98	90.00	88.90	78.13
Elementary	74.61	68.08	87.06	82.14	74.65

Community Engagement

Community engagement process includes:

- In-person community meetings to gather input from community regarding data compiled relevant to the facilities plan.
- Live Survey conducted utilizing Poll Everywhere.
- Results from public input will be tabulated to guide and inform long-range planning.



Poll Everywhere

a remote audience engagement tool that provides facilitators with the capability to integrate live polling into virtual meetings, live sessions, and events.

In one word (or a hyphenated word) define student success. 415/444



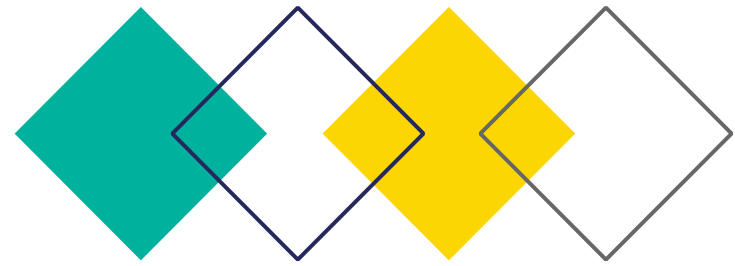
Poll Everywhere Participation
PollEv.com/mgtconsulting4

Or

Scan the QR Code

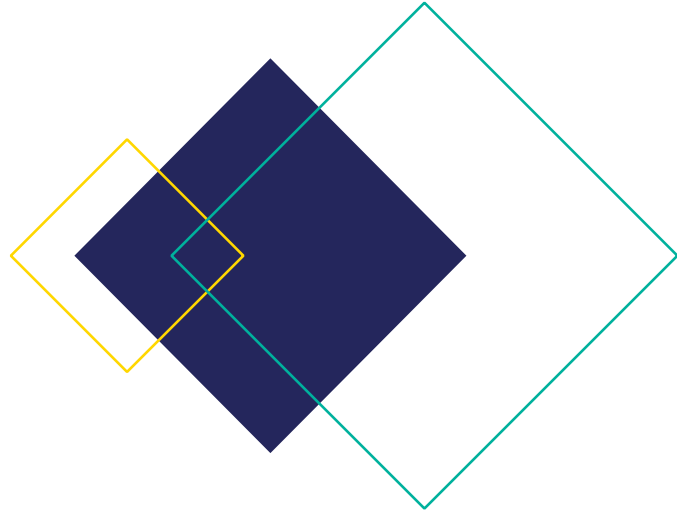


Timeline



WORK PLAN TASKS	OCTOBER				NOVEMBER				DECEMBER				JANUARY			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1.0 Project Initiation	█	█														
2.0 Educational Review & Programmatic Priorities		█	█													
3.0 School District Data Collection, Analysis, & Mapping		█	█	█	█											
4.0 Facilities Condition and Suitability Assessments				█	█	█	█									
5.0 Demographics & Enrollment Analysis			█	█	█	█	█	█	█	█	█					
6.0 Capacity & Utilization Analysis							█	█	█	█	█					
7.0 Community Engagement							█	█	█	█	█	█	█			
8.0 Prioritization of Planned Projects													█	█		
9.0 Master Plan Draft & Final Reports														█	█	█

Questions & Answers





Thank You

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

SUBJECT: Curriculum Planning and Mapping

DATE: September 5th, 2024

PERSON(S) RESPONSIBLE: Lawrence Haggquist, Executive Director of Educational Services

RECOMMENDATION:

The District Administration recommends the Board hear a brief report related to Curriculum Planning and Mapping that is in process in Educational Services.

BACKGROUND:

In the first part of this report, Dr. Haggquist will provide an outline of the planned professional development (PD) for the 2024-25 school year, as well as the rationale behind the plan and the logistical steps taken to help roll out of PD at the sites. The second part of this presentation will focus on the curricular initiatives currently underway, as well as upcoming initiatives that will need to be set in motion in order to meet statutory requirements and/or fulfill local needs.

INFORMATION:

Part 1 of the presentation, which addresses professional development (PD) will involve sharing of PD survey data. Part 2 will outline current initiative and the process that will be used for adoption. A full written report for each part of this presentation will be made available in the board packet so that the presentation can focus on the WHY, HOW, WHAT components.

FISCAL IMPACT:

No fiscal impact at this point, as this presentation is for informational purposes only.



Educational Services

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Professional Development Planning Report

In the educational leadership text *Coherence: The Right Drivers in Actions for School, Districts, and Systems* authors Michael Fullan and Joanne Quinn emphasize the imperative of coherence within educational systems. Leaders of thriving educational systems, the authors posit, are able to successfully engage the four components of system coherence by focusing direction, cultivating collaborative cultures, deepening learning, and securing accountability. “The only way to achieve greater coherence,” they state, “is through purposeful action and interaction, working on capacity, clarity, precision of practice, transparency, monitoring of progress, and continuous correction.” (Fullan & Quinn, 2016, p.2).

The Professional Development Plan for PGUSD aims to assist the district in moving toward increased system coherence by intentionally attending to the four components of coherence outlined by the authors.

Focusing Direction

One of the challenges of designing successful professional development is the presence of too many goals and too many competing interests. There are goals built into site plans, goals within departments, goals created by accreditation teams, LCAP goals, safety goals, academic goals, goals inspired by district initiatives and the list goes

on. Quite often, these goals compete for attention within a system that is already starved for time to follow through in intention.

To avoid the pitfall of disjointed professional learning goals, the 2024-25 professional development plan has been designed with alignment of initiatives in mind, whereby the core values of Belonging, Safety, and Prosperity—which were developed in tandem with the Local Control Accountability Plan and with input from the community—form the foundation for the professional learning that will happen throughout the year. By aligning PD with LCAP goals and the core values of the organization we hope to focus the direction of our collective learning—Component 1 of building coherence.

Cultivating Collaborative Cultures

For the 2024-25 school year PGUSD has partnered two well-established organizations known for delivering expert professional development that produces measurable results: Restorative Justice Partnership (RJP) and Solution Tree. Restorative Justice Partnership will train our staff to become agents of transformational change who work together to create just and equitable learning environments by strengthening relationships, addressing behavioral issues, resolving conflict, and repairing harms when conflict occurs. RJP will guide staff through a book study of the text *Little Book of Restorative Justice in Education: Fostering Responsibility, Healing, and Hope in Schools*, as well as lead a select group of teachers, counselors, and administrators through a 4-day Circle Keeper Training—a hallmark of their program. Solution Tree is the foremost leader in Professional Learning Community (PLC) professional developments. Professional Learning Communities are essentially teams

of educators working together to examine student outcomes data, share best practices, design interventions, and work toward improving academic outcomes. The PLC framework has six basic components: 1. Shared mission, vision, values, and goals, 2. Collaborative culture with a focus on learning, 3. Collective inquiry into best practice and current reality, 4. Action Orientation, 5. Commitment to continuous improvement, and 6. Results orientation (Dufour, DuFour, & Eaker, 2008). In PLC groups teachers collaborate around four essential questions:

1. What do we want students to learn?
2. How do we know they've learned it?
3. How will we respond when some students do not learn?
4. How will we enrich learning for students who already know?

The PLC model, like Restorative Justice Practices, aims to cultivate a culture of collaboration—a key component to system coherence.

Deepening Learning

Integrating restorative approaches with Professional Learning Communities (PLCs) in our schools will significantly enhance the learning experience for both teachers and students. The Restorative Justice Partnership will address the social-emotional learning (SEL) component, fostering a supportive and empathetic environment. Meanwhile, PLCs will concentrate on academic development. Together, these two professional learning strategies will not only deepen the educational experience but also uphold core values of Belonging, Safety, and Prosperity.

Securing Accountability

Accountability for the professional development that takes place this year will come in many forms. At the site level, PLC groups will set clear expectations through meeting norms, establish SMART goals through collective inquiry, share goals, track progress, and engage in reflection, which will lead to new goals. Accountability practices will also be in place for the relationship work and book study led by RJP through group discussions, share outs, and session surveys. Ultimately, an increase in the belongingness metrics on the California Healthy Kids Survey (CHKS) will be an indicator of successful implementation.

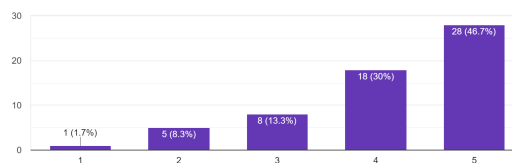
Professional Development Survey Feedback

The results of the follow-up survey for the Back-to-school Restorative Justice/Bias Incident Response Professional Development on August 2nd are presented below. We had a 42% survey response rate, which is slightly higher than expected for an online survey but short of the 50% threshold, which would be considered exceptional. The survey addressed the morning session (Restorative Justice) and the afternoon session (Bias Incident Response) separately. Here is the breakdown of the quantitative (Likert scale) data:

Morning Session (Restorative Justice)

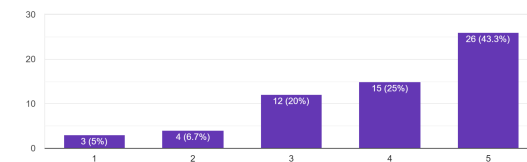
75% felt that the session was of high quality (engaging, clear, concise, and well-prepared)

The morning session put on by Restorative Justice Partners was of high quality (engaging, clear, concise, and well-prepared).
60 responses



68% felt that the discussions and activities were engaging and helpful to the learning process

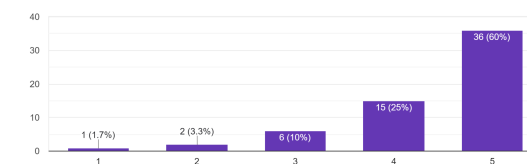
The discussions and activities associated with the lessons during the morning session with Restorative Justice Partners were engaging and helpful to my learning.
60 responses



Afternoon Session (Bias Incident Response)

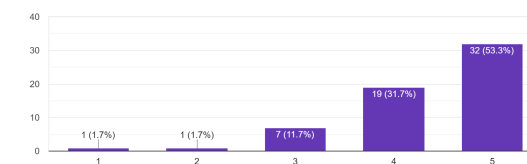
85% felt that the session was of high quality (engaging, clear, concise, and well-prepared)

The afternoon Bias Incident Response session at my site was of high quality (engaging, clear, concise, and well-prepared).
60 responses



85% felt that the discussions and activities were engaging and helpful to the learning process

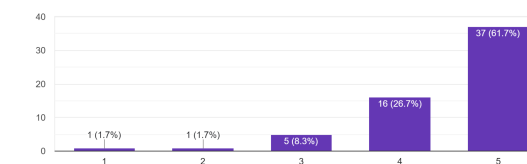
The discussions and activities associated with the lessons during the afternoon Bias Incident Response session at my site were engaging and helpful to my learning.
60 responses



Overall

88% felt that the material covered in the morning and afternoon sessions was relevant and in alignment with district priorities

The material covered in the morning and afternoon sessions was relevant and in alignment with site and district priorities.
60 responses



The qualitative responses spoke to a general overall satisfaction with the training, while also noting areas for follow-up and improvement.

Theme	Frequency	Examples
Overall Satisfaction with PD	12	"Thank you for a successful PD!", "A wonderful and applicable training."

Session Specific Feedback	8	"The morning and afternoon sessions blended perfectly," "The morning session was introductory," "The Restorative Justice PD was very well done."
Content and Structure	7	"The morning session was very general and vague," "More. Please.," "Great training; very informative."
Practical Application and Implementation	7	"Wanted more scenarios practice," "Looking forward to more from them," "Follow up steps for implementation."
Suggestions for Improvement	6	"Need follow-up steps," "More concrete examples," "Revamp the sound check."
Inclusivity and Engagement	4	"Engage our classified staff," "Make our schools safe spaces for all," "All staff should be trained."

The WHY of Professional Development

Although it's reassuring to know that the August professional development was well-received, we can't rely on just one survey to gauge the success of our efforts. These surveys are designed to guide us as we work together to *deepen our learning* and ensure that our core values of Belonging, Safety, and Prosperity are reflected in everything we do throughout the year and beyond. To that end, reinforcing learning will need to be an ongoing process, much like the instruction being provided in classrooms across the district. By regularly checking in, asking questions, reflecting on progress, sharing experiences, refining practices, and continuing to learn, PGUSD staff will cultivate a deeper understanding and purpose to the work we all do together. This approach will ultimately yield more meaningful feedback than any single survey could provide. Through shared learning experiences, the PGUSD staff will develop a more robust and dynamic approach to professional development, leading to a deeper and more lasting impact on practices and values.

The HOW of Professional Development

In order to provide high quality professional learning, investments need to be made—which is why PGUSD has chosen to partner with reputable, well-vetted organizations such as Restorative Justice Partnership, Solution Tree, and Kimball and Associates. Investments will also be required at the personal level. Our efforts to provide high quality professional learning will require investments in time and effort, which are scarce commodities in a district full of dedicated and passionate employees who already pour so much into their work. But these investments will pay dividends, as we become stronger and more unified in our work together.

To do this work teachers will need to utilize the time available for collaboration that is built into the schedules at each site and that is supported by our bargaining agreement, which allows for 90-minutes of meeting time 1 day a week. We trust that our site leaders will be able to efficiently schedule time—through PLCs, staff meetings, or weekly PD meetings—for the collaborative work that needs to be done related to district and site-specific PD needs.

The WHAT of Professional Development

The professional development needs of our district are the result of a planning process that involved multiple community input sessions, as well as guidance from expert consultants with whom the district has partnered. The needs align with our core values of Belonging, Safety, and Prosperity. Below is an outline of the professional development needs in PGUSD for the 2024-25 school year:

BELONGING (LCAP Goals 1&4)	
Training	Description
Restorative Justice Partnership Book Study	Two 60-90 minute virtual learning sessions Session 1 - Management Group Session 2 - End-of-study to be scheduled by sites
4-Day Circle Keeper Training (Restorative Justice Partners)	Voluntary: 4-5 staff per site to voluntary (paid) summer training for 4 consecutive days in early June
Cultural Proficiency and site-specific PD needs	Carrying out action plans developed by each site
SAFETY (LCAP Goals 1&2)	
Training	Description
Workplace Violence Prevention Plan & Injury & Illness Prevention	Review Plans with all staff at single meeting during Semester 1 (30 mins)
Incident Command System (ICS) 100-300 Training	Josh Jorn and Barbara Martinez provide training at single meeting during Semester 2 (30-mins)
We Got Your Back Kimball Training	This is training at sites w/ Kimball staff that we will roll out w/ active shooter training for students (50 minutes teacher training plus 40 minutes in-class instructional time)
Securely-Safe Use of School Devices	Live virtual training on Thursday, August 29th from 2:15-3:15 pm. Recording will be made available for teachers to view asynchronously.
PROSPERITY (LCAP Goal 3)	
Training	Description
Solution Tree Professional Learning Communities (PLCs)	Professional Development Day March 17th with follow-up practice in PLCs

The above professional development needs and descriptions have been shared, refined and revised based on input from site administrators, as well as representatives of PGTA. Each site leader will utilize time available as outlined in the above section *The How of Professional Development* to create a plan that works for their sites. Specific dates for the above training sessions remain TBD with mid-September as a goal for scheduling completion.

References

- DuFour, Richard, et al. Revisiting Professional Learning Communities at Work: Proven Insights for Sustained, Substantive School Improvement. Solution Tree Press, 2021.
- Evans, Katherine, and Dorothy Vaandering. The Little Book of Restorative Justice in Education: Fostering Responsibility, Healing, and Hope in Schools. Good Books, 2022.
- Fullan, M., & Quinn, J. (2016). Coherence: The right drivers in action for schools, districts, and systems. Thousand Oaks, CA: Corwin.



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Curriculum Planning and Mapping Report

The following document provides an update of initiatives currently underway in the PGUSD Educational Services department pertinent to curricular mapping and planning. It outlines work currently underway, legislation pertinent to planning efforts, upcoming adoptions, and processes that will be put in place as we bring new curriculum to our students.

Science Adoption

From 2019 to 2023 PGUSD adopted new science texts across all grade levels. In 2019 Mystery Science was brought on board at the elementary level. In 2021 PGMS adopted Elevate Science from Savvas Publishers. In 2022 and 2023 PGHS added the texts: Conceptual Physics, Chemistry in the Earth's System, and The Living Earth (Biology). These adoptions and the associated implementation efforts have positioned PGUSD students well by giving them exposure to modern up-to-date science concepts and materials, while also helping the district to conform to AB 285, which requires that 1st-12th grade science classes emphasize causes and effects of climate change and methods to mitigate and adapt. Our students will be ready to find solutions to some of the greatest challenges facing humanity today.

EL Education Language Arts Pilot

On August 30th and 31st a team of 18 TK-5 teachers for both elementary sites engaged in two full days of professional learning led by facilitators for EL Education. The teachers were separated into two groups: 3-5 grade teachers who had begun piloting EL material in spring of 2023 and TK-2 teachers who were seeing the EL material for the first time.

During these sessions, facilitators provided comprehensive training on the EL Education curriculum, focusing on effective implementation strategies, differentiated instruction, and best practices for engaging students. The sessions included hands-on activities, collaborative planning, and feedback opportunities to ensure that all teachers felt confident and prepared to integrate the new materials into their classrooms.

A key highlight of the EL curriculum that emerged during these training sessions was its strong constructivist foundation. Each module is designed with student-centered strategies of delivery built in. Some of the strategies demonstrated included: back-to-back and face-to-face discussions, fishbowls, collaborative conversations, admit and exit tickets, and more.

Piloting this curriculum has been a heavy lift for the teachers involved not only because they are bringing new content into the classroom, but, along with the content, a host of new instructional strategies—all with accompanying materials that need to be prepped for every lesson. The pilot team is doing an exemplary job bringing the new material and new strategies into their classrooms with the goal in mind of enhancing student engagement and fostering a joy of learning. Kudos to the pilot team!

Ethnic Studies

AB 101, signed into law in October of 2021, mandates the inclusion of Ethnic Studies as a high school graduation requirement by 2029-30. Schools must offer a one semester Ethnic Studies course starting in 2025-26. Currently, PGHS does not have an ethnic studies course but will need one in place by next year. For this reason, beginning the adoption process for this course is of high priority, although it is not imperative that the full adoption be completed prior to the start of 2025-26. Fortunately, the CDE has a [model curriculum](#) (including lesson plans) available for the ethnic studies course which can be used as a guide and its content tailored to fit the needs of local communities. A PGHS teacher has expressed interest in teaching this course.

Health Education

AB 329 requires that comprehensive sexual health education and HIV prevention be provided to students at least once in middle school and once in high school starting in grade 7. The law requires that the instruction and materials be “age appropriate, medically accurate and objective, and appropriate for use with pupils of all races, genders, sexual orientations, and ethnic and cultural backgrounds.” The instruction and materials must also “recognize different sexual orientations, be inclusive of same-sex relationships in discussions, teach about gender, gender expression, gender identity, and the harm of negative gender stereotypes; and teach the value of committed relationships such as marriage” (CDE).

PGUSD is currently reviewing sexual education instructional materials that meet the above requirements with a goal of adopting a curriculum that is a best fit for our

students. Some resources being considered include: Health Connected: Teen Talk, Positive Prevention Plus (High School), and Making Proud Choices (Middle School).

Financial Literacy

AB 2927, signed into law in September 2022, requires that high schools offer a stand-alone, one semester course in personal finance by 2027-28 school year and that completion of this course be a graduation requirement by 2030-31. PGHS does not currently offer a financial literacy course. Therefore, an adoption process similar to that of ethnic studies will need to be initiated and a teacher will need to be identified.

Mathematics Framework Adoption

In July of 2023 the California State Board of Education (SBE) adopted a new K-12 Mathematics Framework. The new framework differs from the 2013 framework in that it places emphasis on “multidimensional learning.” Problem solving, reflection on process, explanation of thinking, and construction of arguments are highlighted features of the new framework. Students will be required to engage in problem solving not only through numbers, but through “words, visuals, models, algorithms, multiple representations, tables and graphs, an approach that aligns with Universal Design for Learning UDL principles.

Publishers are preparing to submit California editions of newly developed and aligned curriculum to the State Board of Education in April 2025 for review. The official list of state board adopted curriculum will be released in November 2025 (MCOE communication). Piloting of new materials and professional development related to the

new frameworks should be a priority, however, it is recommended that the local adoption process commences after the aligned curriculum gets adopted at state level.

Adoption Process

It is the goal of PGUSD Educational Services to follow recommended processes for curricular adoption with fidelity. As the SBE adopts new curriculum, such as with Ethnic Studies, the CDE published implementation guidance. Typically the guidance involves a process similar to what is framed below:

General Steps and Actions for Curriculum/Materials Adoption

Adoption Process Steps	Actions
1. Committee Formation (Engagement of Stakeholders)	<ul style="list-style-type: none"> ● Establishing roles and responsibilities
2. Needs assessment	<ul style="list-style-type: none"> ● Review standards and site-specific needs
3. Evaluation Criteria	<ul style="list-style-type: none"> ● Develop evaluation instruments (rubrics) and power standards
4. Examine Options	<ul style="list-style-type: none"> ● Review samples ● Watch or listen to presentations
5. Examine Options	<ul style="list-style-type: none"> ● Review samples ● Watch or listen to presentations
6. Pilot (if necessary and feasible)	<ul style="list-style-type: none"> ● Classroom testing and feedback
7. Recommendations and Approval	<ul style="list-style-type: none"> ● Compare evaluation outcomes ● Decide on best fit ● Present to Board for approval



PGUSD Board Meeting

September 5, 2024

Packet Updated: 9/4/24 @ 5:16 PM



PROFESSIONAL DEVELOPMENT PLANNING



Pitfalls and Positives

What We Want to Avoid	What We Want to Promote
<ul style="list-style-type: none">● Initiative fatigue● Ad hoc projects● Arbitrary top-down policies● Compliance-oriented bureaucratization● Silos and fiefdoms● Confusion● Distrust and demoralization	<ul style="list-style-type: none">● Focused direction through alignment of initiatives● Collaborative culture to build a sense of belonging● More depth to organizational learning● Enhanced accountability

Jumbled Initiatives





BELONGING

BELONGING (LCAP Goals 1&4)	
Training	Description
Restorative Justice Partnership Book Study	Two 60-90 minute virtual learning sessions Session 1 - Management Group Session 2 - End-of-study to be scheduled by sites
4-Day Circle Keeper Training (Restorative Justice Partners)	Voluntary: 4-5 staff per site to voluntary (paid) summer training for 4 consecutive days in early June
Cultural Proficiency and site-specific PD needs Packet Updated: 9/4/24 @ 5:16 PM	Carrying out action plans developed by each site



SAFETY

SAFETY (LCAP Goals 1&2)	
Training	Description
Workplace Violence Prevention Plan & Injury & Illness Prevention	Review Plans with all staff at single meeting during Semester 1 (30 mins)
Incident Command System (ICS) 100-300 Training	Josh Jorn and Barbara Martinez provide training at single meeting during Semester 2 (30-mins)
We Got Your Back Kimball Training	This is training at sites w/ Kimball staff that we will roll out w/ active shooter training for students (50 minutes teacher training plus 40 minutes in-class instructional time)
Securely-Safe Use of School Devices Packet Updated: 9/4/24 @ 5:16 PM	Live virtual training on Thursday, August 29th from 2:15-3:15 pm. Recording will be made available for teachers to view asynchronously.



PROSPERITY

PROSPERITY (LCAP Goal 3)	
Training	Description
Solution Tree Professional Learning Communities (PLCs)	<ul style="list-style-type: none">• Professional Development Day March 17th• follow-up practice in planned PLC time



Curricular Planning



Benefits of Mapping

- Consistency and Equity
- Alignment with Standards
- Strategic Resource Allocation
- Professional Development
- Long-term vision & Goals
- Increased reliability of data
- Coherence and Efficiency
- Stakeholder Engagement



Adoption Process

1. Committee Formation
 - Roles and Responsibilities
2. Needs Assessment
 - Review standards and site specific needs
3. Eval Criteria
 - Rubrics + Power Standards
4. Examine Options
 - Samples + Presentations
5. Pilot (if necessary and feasible)
 - Classroom testing + Feedback
6. Review Findings
 - Rubric results and data
7. Recommendation and Approval
 - Board Presentation

Curricular Initiatives 2024

EL Education Pilot	<ul style="list-style-type: none"> • TK-5 Pilot is underway at FGE and RDH • Part II of Pilot will begin in Semester 2
Climate Change Education	AB 285: 2024-25 1st-12th grade science classes emphasize climate change education
Ethnic Studies	<ul style="list-style-type: none"> • AB 101: We must begin offering 2025-26 school year • CDE Model Curriculum available
Health Education	<ul style="list-style-type: none"> • AB 329: California Healthy Youth Act (CHYA) Comprehensive Sexual Health Education at least once in middle school and once in high school, starting in Grade 7.
Financial Literacy	AB 2927: Offer semester course by 2027-28; grad requirement by 2030-31
Mathematics Framework	New framework adopted July 2023

Packet Updated: 9/4/24 @ 5:16 PM