

*****GOVERNOR'S EXECUTIVE ORDER N-25-20***
RE CORONAVIRUS COVID-19**

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT.

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY AT THE JULY 16, 2020 MEETING VIA LIVESTREAM. THE LINK(S) WILL BE PROVIDE 24 HOURS PRIOR TO THE MEETING. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA WILL BE TAKEN VIA LIVESTREAM AT THE TIME INDICATED ON THE AGENDA. PUBLIC COMMENT ON SPECIFIC ITEMS ON THE AGENDA WILL BE TAKEN DURING THE TIME THAT ITEM IS DISCUSSED.

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

Trustees
Debbie Crandell, President
Cristy Dawson, Clerk
John Paff
Brian Swanson
Jon Walton

DATE: Thursday, July 16, 2020

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

LOCATION: **VIRTUAL MEETING**
Join Zoom Meeting

<https://pgusd.zoom.us/j/8314567890?pwd=bk1pejNFVzg5WTQwZWZTSjl2RVc4Zz09>

Meeting ID: 831 456 7890

Password: 9395093950

Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

- A. Call to Order
- B. Roll Call
- C. Adoption of Agenda

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

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 20-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
- 2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.

III. RECONVENE IN OPEN SESSION

- A. Report action taken in Closed Session:

- 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 20-21 [Government Code § 3549.1 (d)]
- 2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)]

- B. Pledge of Allegiance

IV. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report
- D. PGUSD Staff Comments (Non Agenda Items)

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 may limit comments to no more than three (3) minutes for each agenda or non-agenda item; a total time for public input on each item is 20 minutes, pursuant to Board Policy 9323. Public comment will also be allowed on each specific action item prior to Board action thereon. 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.

VI. **CONSENT AGENDA**

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

- A. Minutes of June 18, 2020 Board Meeting 5
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.

- B. Certificated Assignment Order #20 13
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #20.

- C. Classified Assignment Order #18 15
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #18.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

VII. **ACTION/DISCUSSION**

- A. Approval of Pacific Grove Unified School District Adult Education Teachers Agreement 17
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove United School District and the Adult Education Teachers.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

- B. Approval of the Assistant Superintendent's 2020-22 Contract and Retroactive Adjustment for 2019-20 School Year 19
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board of Education review and approve the Assistant Superintendent's contract for the 2020-21 and 2021-22 school years as proposed, and retroactive salary adjustment for 2019-20 school year.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

C. Approval of the Superintendent's 2020-22 Contract and Retroactive Adjustment for the 2019-20 School Year 24

Recommendation: (Debbie Crandell, Board President) It is recommended that the Board of Education approve the Superintendent's 2020-22 contract and retroactive adjustment for 2019-20 school year.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

D. Academic and Operations Re-Opening Plans 32

Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board approve all or portions of the Re-Opening plans as presented and discussed at several past Board and site level meetings with community and staff members. The plans have been regularly revised based on State/County guidelines, as well as direction from the Board and committee members. They have been regularly posted on the district website and shared via updates.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

E. Board Calendar/Future Meetings 33

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

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

VIII. INFORMATION/DISCUSSION

A. Future Agenda Items 35

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

- A member of the public requested Dual Language Elementary Program (TBD)
- Board requested teacher housing (TBD)
- Board requested review of current District committees (Will be addressed through District Newsletter/Update)
- A member of the public requested SELPA present on Special Education (Fall 2020)
- Board requested utility bills costs (electric and water) by school site (2020-21)

Board Direction: _____

IX. ADJOURNMENT

Next regular Board meeting: August 20, 2020 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of June 18, 2020 – VIRTUAL MEETING

I. OPENED BUSINESS

- A. Called to Order 5:31 p.m.
- B. Roll Call
 - President: Trustee Crandell
 - Clerk: Trustee Dawson
 - Trustees Present: Trustee Paff
 - Trustee Swanson
 - Trustee Walton
 - Administration Present: Superintendent Porras
 - Asst. Superintendent Chin-Bendib
 - Board Recorder: Mandi Ackerman
- C. Adopted Agenda

Changes to the agenda include moving Consent Item L Monterey Bay Charter School Lease Revision #15 to Action/Discussion Item F.

MOTION Crandell/Swanson to adopt agenda as amended.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

Trustee Paff experienced a technical issue

II. CLOSED SESSION

- A. Identified Closed Session Topics
 1. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
 2. Planning and Preparation Meet and Confer: Confidential – Classified Management
 3. Planning and Preparation Meet and Confer: Adult School
 4. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2020-21; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
 5. Conference with Labor Negotiators – Superintendent employment contract for 2020-21; public school employer and its designated representatives: Debbie Crandell, Board President and Cristy Dawson, Board Clerk [Gov. Code §54957.6]

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 5:36 p.m.

III. RECONVENED IN OPEN SESSION 6:30 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20

The Board received information and discussed this item.

2. Planning and Preparation Meet and Confer: Confidential – Classified Management

The Board received information and gave direction to Administration.

3. Planning and Preparation Meet and Confer: Adult School

The Board received information and gave direction to Administration.

4. Conference with Labor Negotiators – Assistant Superintendent Employment Contract

The Board received information and gave direction to Administration.

5. Conference with Labor Negotiators –Superintendent Employment Contract

The Board received information and gave direction to Administration.

B. Pledge of Allegiance Led By: Trustee Crandell

IV. COMMUNICATIONS

A. Written Communication

The Board received several written communications regarding Adult Education childcare; concerns regarding the fall reopening of schools; concerns regarding contracts on consent agenda.

B. Board Member Comments

Trustee Paff received updates from the District staff and appreciated all the hard work.

Trustee Swanson acknowledged the Tech Team, thanked them for making the meetings happen.

C. Superintendent Report

None.

D. PGUSD Staff Comments (Non Agenda Items)

Director of Curriculum and Special Projects Ani Silva said she was proud of the Administrators and Teachers working together, happy to be a part of the team.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

None.

VI. ACTION/DISCUSSION A

A. Measure A Technology Bond Citizens' Oversight Committee Report

Assistant Superintendent Song Chin-Bendib introduced Chair of the Committee Alex Lorca, who presented information to the Board.

The Board thanked Lorca for the committee efforts.

MOTION Crandell/Dawson to approve the Measure A Technology Bond Citizens' Oversight Committee Report.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

VII. CONSENT AGENDA

- A. Minutes of June 2, 2020 Special Board Meeting
- B. Minutes of June 4, 2020 Board Meeting
- C. Certificated Assignment Order #19
- D. Classified Assignment Order #17
- E. Cash Receipts Report No. 5
- F. Acceptance of Donations
- G. Warrant Schedules No. 620
- H. Contract for Services with David Sonderegger, E-Rate Filing Services
- I. Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.)
- J. Contract for Services with Uretsky Investigation Security
- K. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO)
- L. Monterey Bay Charter School Lease Revision #15
- M. Agreement for Legal Services for 2020-21
- N. California School Board Association Membership
- O. Approval of California School Board Association GAMUT Online Service Agreement
- P. Contract for Services with Valerie Rhoades, Costumer
- Q. Contract for Services with Northern California Lacrosse Referees Association
- R. Contract for Services with Jose Del Rio Medical/Sports Trainer
- S. Contract for Services with Dr. Tchicaya Missamou at Pacific Grove High School
- T. Contract for Services with Dr. Robert Watkins at Pacific Grove High School
- U. Contract for Services with Valerie Rhoades
- V. Contract for Services with Beem Video & Photography
- W. Contract for Services with Ellsworth Gregory
- X. Contract for Services with Forrests Music, Inc.
- Y. Contract for Services with Ben Kaatz Photography
- Z. Contract for Services with LifeTouch School Photography

- AA. Contract for Services with John Upshaw DBA Monterey DJ
- BB. Contract for Services with Peninsula Sports, Inc.
- CC. Contract for Services with Gary M. Stotz
- DD. Contract for Services with Pedro Torres
- EE. Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair
- FF. Contract for Services for FAST Translation Services
- GG. Contract for Services with Field of Dreams
- HH. Contract for Services with M3 Environmental Consulting
- II. Contract for Services with Doctors on Duty
- JJ. Contract for Services with Monterey Fire Extinguisher
- KK. Contract for Services with Sentry Alarm Systems
- LL. Contract for Services with Topes Tree Service, Inc.
- MM. Contract for Services with Tri-County Fire Protection
- NN. Contract for Services with Wilson’s Plumbing
- OO. Memorandum of Understanding with Salinas City Elementary School District for Field Trips and Athletics Transportation
- PP. Contract for Services with Ruben Parra for Bus Driver Training
- QQ. Contract for Services with Monterey Bay Pest Control
- RR. Contract for Services with Discovery Charters
- SS. Contract for Services with Stark Leak Detection LLC District Wide
- TT. Community Human Services Joint Powers Authority Allocation
- UU. Contract with F.A.S.T. Translations
- VV. Monterey County Office of Education July 2020 Billback Projection
- WW. Music Therapy for Special Day Class Programs
- XX. Contract for Services with with Planned Parenthood Mar Monte
- YY. Contract for Services with Psyched Services
- ZZ. SNS Interpreting-Sign Language Interpreter
- AAA. Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the Placement of Students with Disabilities in Special Day Classes for 2020-21 School Year
- BBB. Memorandum of Understanding between Pacific Grove Unified School District and Salinas Union High School District for the 2020-21 School Year
- CCC. Contract for Services with IXL Learning (San Mateo, CA)
- DDD. Contract for Services with IXL Learning (San Mateo, CA)
- EEE. Contract for Services with Michael’s Grill & Taqueria for July Lunch Vouchers
- FFF. Contract for Services with Mountain Mike’s for July Lunch Vouchers
- GGG. Contract for Services with Bagel Kitchen for July Lunch Vouchers

The Board pulled items K and L.

Trustee Swanson asked for clarification regarding Consent Item C, Superintendent Porras addressed the question.

Trustee Walton thanked Michael’s Taqueria, Mountain Mikes and the Bagel Bakery for their support and working with our students and District.

Public comment:

Parent Carolyn Swanson spoke about Item K, the School Resource Officer contract; asked to read the memorandum of understanding; said parents have questions and want to know more about what the officer is doing and how he spends his time at the school sites; asked about suspension rates in reference to students of color.

Parent Robin Pelc has questions about the School Resource Officer and how the job is handled during distance learning; concerned about the budget and noted the contract is a big budget item; asked about discipline rates and the data on race based discipline; noted MPUSD does not fund a School Resource Officer; suggested funding counselors instead of a School Resource Officer.

**MOTION Crandell/Dawson to approve the consent agenda as amended, removing Item L to Action Item F, and removing Item K to Action Item B.
Motion CARRIED by roll call vote 5 – 0**

VIII. ACTION/DISCUSSION *continued*

B. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO)

Superintendent Porras spoke about the School Resource Officer position and the history with the District. Robert Down Elementary School Principal Sean Keller, Pacific Grove Middle School Principal Sean Roach, and District Safety Director Barbara Martinez also spoke about the SRO and supported the position.

Public comment:

Elliott H. asked about the data and how often the SRO made interventions; recommended investing in counseling as the priority.

Parent Carolyn Swanson thanked the Board for clarifying the role; asked for more communication with the SRO next year, clarify questions for parents.

**MOTION Crandell/Paff to approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer.
Motion CARRIED by roll call vote 5 – 0**

VIII. PUBLIC HEARING

A. Public Hearing for Tentative Agreement with California School Employees Association

Open Public Hearing: 7:18 p.m.

Close Public Hearing: 7:21 p.m.

Assistant Superintendent Chin-Bendib presented information to the Board, and thanked the Monterey County Office of Education for expediting AB1200.

Superintendent Porras thanked Assistant Superintendent Chin-Bendib for her work with the county office.

Public comment:

None

VIII. ACTION/DISCUSSION *continued*

C. Approval of Tentative Agreement with California School Employees Association

Public comment:

CSEA President Leslie Ternullo thanked the District negotiating team and Assistant Superintendent Chin-Bendib.

MOTION Dawson/Swason to approve Tentative Agreement with California School Employees Association.

Motion CARRIED by roll call vote 5 – 0

D. Approval of Pacific Grove Unified School District Confidential Employees Team Agreement

MOTION Crandell/Dawson to approve Pacific Grove Unified School District Confidential Employees Team Agreement.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

E. Approval of Pacific Grove Unified School District Administrative Employees Agreement

Public comment:

Pacific Grove High School Principal Matt Bell thanked the Board for their work and for considering this item.

Superintendent Porras noted this Board meeting would be the last Board meeting for Matt Bell as Principal.

MOTION Crandell/Dawson to approve Pacific Grove Unified School District Administrative Employees Agreement.

Motion CARRIED by roll call vote 5 – 0

F. Board Calendar/Future Meetings

Superintendent Porras recommended moving the July 9, 2020 Board meeting to July 16, 2020. July 23, 2020 can stay on the calendar and be cancelled at another time.

MOTION Walton/Crandell to approve Board Calendar/Future Meetings as amended, move the July 9 meeting to July 16, making it a regular Board meeting, and leave the July 23 meeting which can be cancelled at a later time.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

G. Monterey Bay Charter School Lease Revision #15

Assistant Superintendent Chin-Bendib presented information to the Board. The Board discussed this item.

MOTION Crandell/Dawson to approve the Monterey Bay Charter School Lease Revision #15 as requested.

Public comment: none

Motion CARRIED by roll call vote 4 – 1

Trustee Walton voted nay.

X. INFORMATION/DISCUSSION

A. District Update on Response to COVID-19

Superintendent Porras presented information to the Board on the reopening of schools, including a PowerPoint presentation. Administrators presented information to the Board on their site-specific plans. The Board discussed this item.

Public comment: none

Pacific Grove High School Senior Thomas expressed concerns regarding the Pacific Grove High School site plan, noting many friends will be separated by the plan. Suggested separating by grades in order to support friendships.

Teacher Kilene Brosseau asked what teachers were expected to do with their own children at home; asked about prep days and the need for extra copier machines; temperature checks.

Father Chris Darton expressed concerns regarding the childcare at the Adult School; asked the status of the barrier between the two childcare rooms; asked the status of a clear safety plan for parents. Expressed concerns about how issues unfolded, leadership and concerns over the reopening.

Chapman spoke about the Pacific Grove High School schedule, concerned students attending school four days a month; expressed concerns regarding student mental health.

Teacher Kari Serpa expressed concerns regarding the Pacific Grove High School schedule, noting mental and academic concerns; said the schedule does not give teachers enough credit; recommended aligning with Pacific Grove Middle School plan.

Nicole asked if there would be an update on the Co-Op preschool from Principal Barbara Martinez. Principal Martinez provided a brief update.

Sara Boyle said Nicole covered her question.

Parent Heloisa Junqueria asked about face coverings. Superintendent Porras answered the question.

Teacher Larry Haggquist spoke about the Pacific Grove High School schedule plan.

Robert Down Elementary School Teacher Christina Luciano expressed concerns over the time needed to create a meaningful online plan; asked about blended versus online. Superintendent Porras spoke about hold-harmless last Spring during distance learning and the accountability and academic design for the fall.

Forest Grove Elementary School Principal Buck Roggeman spoke about staffing.

Parent Carolyn Swanson said the District needs to meet the needs of families; suggested the District stop trying to recreate a whole school day at home with distance learning; said parents are not teachers; said the District should create part time solutions for the full-time working world.

MOTION Crandell/Dawson to extend the meeting to 10:30 p.m., pulled the last two Action/Discussion items.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

B. Solicitation of Funds Report 2019-20

This item was pulled and will be presented in August 2020.

C. Review of Legal Services Costs for 2019-20

This item was pulled and will be presented in August 2020.

D. Future Agenda Items

- A member of the public requested Dual Language Elementary Program (TBD)
- Board requested teacher housing (TBD)
- Board requested review of current District committees (Will be addressed through District Newsletter/Update)
- A member of the public requested SELPA present on Special Education (Fall 2020)
- Board requested utility bills costs (electric and water) by school site (2020-21)

XI. ADJOURNED

10:10 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Certificated Assignment Order #20

DATE: July 16, 2020

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

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #20.

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Certificated Assignment Order 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:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 20
July 16, 2020**

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TEMPORARY NEW HIRE:

Janet Billets, PGAS, Temporary, Part time ESL Instructor, 3 hrs./day/2 days per week, Column D, Step 10, follows the PGAE 12 month work calendar, effective September 14, 2020 and based on sufficient enrollment (replaces Rod Cranston)

VOLUNTARY TRANSFER:

Lysa Filcek, from Elementary RSP Teacher to PGHS SDC Teacher, 1.0 FTE, effective August 3, 2020 (replaces Becky Goldfinch who transferred)

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Classified Assignment Order #18

DATE: July 16, 2020

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #18

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Classified Assignment Order 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:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 18
June 18, 2020**

Page 2 of 2

LEAVE OF ABSENCE:

Prakash Kumar, PGAS (State Preschool) Instructional Assistant, 6 hrs./day/180 day work year calendar, requests a one year leave of absence. This absence reasons qualify for use of emergency 2 weeks paid sick leave (Families First Coronavirus Response Act), and the remainder as an unpaid personal leave of absence (as per CSEA Bargaining Agreement), effective August 4, 2020 through May 28, 2021

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approval of Pacific Grove Unified School District Adult Education Teachers Agreement

DATE: July 16, 2020

PERSON RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove United School District and the Adult Education Teachers.

BACKGROUND:

All changes to agreements between the District and the Adult Education Teachers require approval by the Board. However, AB 1200 does not require the District to submit details of agreements with non-bargaining units to the Monterey County Office of Education (MCOE) for review.

INFORMATION:

The proposed agreement for 2019-20 is as follows:

- All Adult Education Teachers will receive a 2.21%

FISCAL IMPACT:

Total compensation cost for 2.21% in 2019-20 is estimated at \$12,866.

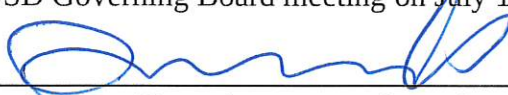
MEET AND CONFER
PACIFIC GROVE ADULT SCHOOL
EFFECTIVE JULY 1, 2019

The Pacific Grove Unified School District ("District") and PGAS Meet and Confer committee (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2019-2020 school year.

The District and PGAS met on June 17, 2020 and both parties agree to the following total compensation for the 2019-2020 school year:

- 2.21% salary increase retroactive to July 1, 2019

This Agreement shall take effect and become binding on the Parties upon approval by the PGUSD Governing Board meeting on July 16, 2020.


_____, 7/8/2020
Song Chin-Bendib, Assistant Superintendent, Business Services Date


_____, 7/7/2020
Billie Mankey, Director II, Human Resources Date


_____, 7/7/20
Sarah Weber, PGAS Instructor and Representative Date

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Approval of the Assistant Superintendent's 2020-22 Contract and Retroactive Adjustment for 2019-20 School Year

DATE: July 16, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board of Education review and approve the Assistant Superintendent's contract for the 2020-21 and 2021-22 school years as proposed, and retroactive salary adjustment for 2019-20 school year.

BACKGROUND:

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

INFORMATION:

The Board, on an annual basis, reviews the Assistant Superintendent's contract and compensation.

Revisions include:

- The Board agree to pay Assistant Superintendent a retroactive salary increase of 2.21% effective July 1, 2019, which equates to an annual compensation of \$204,420 payable in twelve (12) equal installments July 1, 2020 through June 30, 2022.
- This revision includes a renewal of the terms of employment to two years, 2020-21 through 2021-22.

FISCAL IMPACT:

This contract adjustment includes an increase in annual salary of \$4,420 to be funded by the General Fund.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT CONTRACT**

This Employment Agreement (“Agreement”) is made on this 16th day of July 2020, by and between the Governing Board of Pacific Grove Unified School District (“District”) and Song Chin-Bendib (“Assistant Superintendent”).

1. **Term** – The District hereby employs Song Chin-Bendib as Assistant Superintendent for Business Services at Pacific Grove Unified School District, July 1, 2020 through June 30, 2022.
2. **Salary – Salary** – Board agrees to pay Assistant Superintendent an annual compensation of \$204,420.00 payable in twelve (12) equal monthly installments retroactive to July 1, 2019 through June 30, 2020. Beginning July 1, 2020, the Board agrees to pay Assistant Superintendent an annual compensation of \$204,420.00. The July 1, 2020 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

The Superintendent, after determining satisfactory evaluation of the Assistant Superintendent, may recommend to the Board of Education that the Assistant Superintendent receive an increase in compensation which may serve in lieu of the generally applied increase listed in the following paragraph. This determination can be made at any time at the direction of the Superintendent. A change in salary shall not constitute the creation of a new Agreement, nor extend the termination date of this agreement.

Unless the Board and Assistant Superintendent mutually agree to a different amount for an annual increase to the Assistant Superintendent’s compensation, the Assistant Superintendent’s compensation may be increased each year by the same percentage increase and/or one-time payment, if any, received by the District’s classified employee bargaining unit.

3. **Fringe Benefits** –The Assistant Superintendent shall also be entitled to receive a Health Care Allowance of \$3,000 per year directed toward health coverage under the District’s MCSIG or other provider’s medical, dental and vision insurance. This Health Care Allowance shall continue after retirement as a post–retirement benefit up to age 65. This fringe benefits package shall stay in force during the term of this Agreement.
4. **Work Days** – The Assistant Superintendent shall work 225 days of service per school year July 1, 2020 through June 30, 2022. Under this contract, the work calendar shall be approved by the Superintendent by the 1st day of July.
5. **Sick Leave** – The Assistant Superintendent is entitled to one sick day per month of employment by the District. Sick leave may be accrued and applied to PERS Retirement.
6. **Cell Phone and Vehicle Expense** – The Assistant Superintendent is required to have a cell phone and to have a vehicle. The Assistant Superintendent shall receive \$65 per month for the use of this cell phone. The Assistant Superintendent shall receive a monthly work related mileage stipend of \$40 per month, or \$480 per year, for travel purposes accrued on a monthly basis outside of the District boundaries, but within Pacific Grove. Travel to and from work does not qualify for reimbursement.
7. **Expenses** – The Assistant Superintendent shall be reimbursed for all documented actual necessary job related expenses, which have been authorized by Board policy and have received prior approval

from the Superintendent. Included in this shall be the cost of membership in professional organizations for school business officials, including ACSA and CASBO.

8. **Assistant Superintendent General Duties** – The Assistant Superintendent is directly responsible to the Superintendent as a technical expert whose primary duty is the financial operation of the District, and the development and implementation of the annual budget. The Assistant Superintendent shall be responsible for all duties detailed in the Board approved job description. In addition, the Assistant Superintendent:
- Oversees the accounting, payroll, budgeting, purchasing, attendance, internal control, maintenance, buildings, grounds and food services, transportation, disaster preparedness, facility usage, insurance programs and loss control.
 - Evaluates employees under his jurisdiction using timelines and procedures noted in collective bargaining contracts.
 - Advises the Superintendent in a timely manner about financial and budgetary issues and threats to the financial well-being of the District, including sources of funds that might be available to implement present and contemplated District programs.
 - Presentations of required reports to the Superintendent prior to public release. Examples:
 - First and second interim reports
 - Draft budget for new year
 - February - School Expenditure Summary
 - August - Property Tax Report
 - November/March - District budget review
 - Negotiation proposals
 - Others upon request
 - Presents options and solutions that will enact the goals of the District and directions of the Superintendent.
 - Maintains and improves professional competence by attending professional development meetings and conferences.
 - Establishes and maintains positive staff relationships and actively seeks solutions that will enable schools to offer a successful educational program.
 - Keeps the Superintendent informed in a timely manner of all administrative and related issues associated with the operation of the school District, and discusses these issues with the Superintendent prior to public or staff review.
 - Serves on all committees and completes all assigned duties as directed by the Superintendent.
 - Supervises and coordinates District general construction efforts.
 - Changes in the duties may occur at the direction of the Superintendent.
9. **Evaluation** – The Assistant Superintendent’s evaluation will include both performance of duties and professional growth, and shall review the following areas:
- Administrative skills, business services, communication and interpersonal skills.
 - Supervision of all departments assigned (i.e. business, custodians, grounds, maintenance, transportation and food services).
 - Positive, affirmative support for the attainment of District’s yearly educational goals.
 - Completion of goals assigned by the Superintendent.
 - All duties noted in the Assistant Superintendent for Business Services job description.
 - The Assistant Superintendent, in cooperation with the Superintendent, may choose to develop an evaluation document.

In addition, any contract extension or salary increase shall be approved by the Board in open session at a regular meeting of the Board and reflected in the minutes of such meeting.

10. **Termination of Contract– Mutual Consent:** Upon the recommendation of the Superintendent, this Agreement may be terminated at any time by mutual consent of the Board of Education and the Assistant Superintendent. Any party seeking to terminate the agreement shall give 60-day written notice to the other party.
11. **Termination Without Cause** – If the District chooses to terminate this Agreement prior to its expiration, due to reasons other than job abandonment or conviction of criminal activities, then, in accordance with Government Code 53260, the District shall pay to the Assistant Superintendent an amount equal to the current monthly salary of the Assistant Superintendent at the time of termination multiplied by the number of months remaining on the unexpired contract up to a maximum of 12 months. In addition, the District shall continue to contribute to the employee’s medical insurance, at the same level as prior to termination, for the remaining time of the unexpired contract term up to nine months or until the employee finds other employment, whichever occurs first.
12. **Non-Renewal of Agreement** – The Board of Education, at the recommendation of the Superintendent, may elect not to renew this agreement at the end of its term, for any reason, by providing a 45-day written notice to the Assistant Superintendent, in accordance to the Education Code Section 35031.
13. **Termination for Cause** – The Assistant Superintendent’s status and all rights under this agreement may be terminated by the Board of Education at any time for, but not limited to, breach of contract, any grounds enumerated in the Education Code, or the Assistant Superintendent’s failure to perform responsibilities as set forth in this Agreement, or as defined by law. Within 30 days of receipt of a written statement identifying the grounds for termination, the Assistant Superintendent shall be entitled to a conference with the Superintendent and Board of Education. This conference will be the Assistant Superintendent’s exclusive right to any hearing.
14. **Abuse of Office Provisions** - In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent’s criminal defense. For purposes of this provision, “abuse of office or position” means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **General Provisions**
 - a. **Governing Law and Venue** – This agreement and the rights, obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
 - b. **Entire Agreement** – This agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied

- upon any representation expressed or implied not contained in this agreement, including Board policies that may be deemed to infer an employment benefit.
- c. No Assignment – The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this agreement.
 - d. Modification – This agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties. Any party requesting a modification shall give 30 days written notice to the other party.
 - e. Severability – If any provision of this agreement is ruled to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall continue in full force and effect.
 - f. Professional Liability – The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in her official capacity as agent and employee of the District, provided the incident arose while the Assistant Superintendent was acting in the scope of her employment and excluding criminal litigation. The District shall provide public liability insurance for the Assistant Superintendent to cover legal expenses in the defense of claims and related judgments resulting from her functions as Assistant Superintendent. Coverage shall not apply for any loss, claim or suit arising out of the intentional violation of a penal statute or ordinance committed by or with the knowledge or consent of the Assistant Superintendent. The District shall provide Legal Expenses for any action brought against the Assistant Superintendent seeking resulting damages from her functions as Assistant Superintendent and will reimburse her for any portion of such expense and judgment not covered by insurance. However, in no event will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such demands, claims, suits, actions and/or legal proceedings.

| | |
|--|------|
| President, Board of Trustees, Pacific Grove Unified School District | Date |
| Superintendent | Date |
| Assistant Superintendent | Date |

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approval of the Superintendent's 2020-22 Contract and Retroactive Adjustment for the 2019-20 School Year

DATE: July 16, 2020

PERSON(S) RESPONSIBLE: Debbie Crandell, Board President

RECOMMENDATION:

It is recommended that the Board of Education approve the Superintendent's 2020-22 contract and retroactive adjustment for 2019-20 school year.

BACKGROUND:

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

INFORMATION:

The Board, on an annual basis, reviews the Superintendent's contract and compensation. Proposed modifications are noted in the "Amendment to Contract of Employment."

- The Board agree to pay Superintendent a retroactive salary increase of 2.21% effective July 1, 2019, which equates to an annual compensation of \$241,213.18 payable in twelve (12) equal installments July 1, 2020 through June 30, 2022.
- This revision includes a renewal of the terms of employment to two years, 2020-21 through 2021-22.

FISCAL IMPACT:

This 2.21% compensation agreement is commensurate with the other employee bargaining units. This contract adjustment includes an increase in annual salary of \$5,215.54 to be funded by the General Fund.

AMENDMENTS TO CONTRACT OF EMPLOYMENT
SUPERINTENDENT

The Governing Board of Pacific Grove Unified School District ("Governing Board") and Ralph Gómez Porras ("Superintendent") agree that the Superintendent's Contract shall be amended to include the following:

1. The employment contract shall be effective July 1, 2020 through June 30, 2022.
2. Board agrees to pay Superintendent an annual compensation of \$241,213.18 payable in twelve (12) equal monthly installments retroactive to July 1, 2019. This salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

A copy of the revised contract with the above listed amendments has been supplied to the Board. The contract will be available for viewing by request at the District Office.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SUPERINTENDENT CONTRACT**

This Agreement is made on this 16th day of July 2020, by and between the Governing Board ("Board") of Pacific Grove Unified School District and Dr. Ralph Gómez Porras.

1. **Term** – This Employment Agreement ("Agreement") is made and entered into for the term commencing July 1, 2020 through June 30, 2022 by and between the Pacific Grove Unified School District, a public agency of the State of California ("District"), and Ralph Gómez Porras, an individual (referred to herein as "Superintendent").
2. **Salary** – Board agrees to pay Superintendent an annual compensation of \$241,213.18 payable in twelve (12) equal monthly installments retroactive to July 1, 2019 through June 30, 2020. Beginning July 1, 2020, the Board agrees to pay the Superintendent an annual compensation of \$241,213.18. The July 1, 2020 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

The Superintendent shall receive longevity increments in base salary beginning the first day of the fifth (5th), seventh (7th) and eleventh (11th) contractual work years, effective July 1, 2011. The increments shall be 2.5 % of base salary, as is available to all management personnel.

Board reserves the right to increase salary and/or benefits for any period of this Agreement. Board may deduct or withhold from Superintendent's salary any and all sums required for federal income taxes and all applicable federal, state, or local taxes and withholdings, including, if applicable, contributions to STRS, which are now applicable or become applicable in the future.

Superintendent shall receive, on an annual basis, a doctoral stipend of \$1,800.

Unless Superintendent and District mutually agree to a different amount for an annual increase to the Superintendent's salary, the Superintendent's salary may, at the discretion of the Governing Board, be increased each year by the same percentage increase or one time payment, if any, received by District's certificated bargaining unit.

3. **Workdays** – Superintendent shall work 225 days during each year (July 1st – June 30th). Days in excess of 225 should only be worked with prior agreement of Board or Board President. If excess workdays are performed, they shall be paid at per diem rate.
4. **Chief Administrative Official** – Board hereby employs Superintendent as the Superintendent of District, and Superintendent accepts employment as the Superintendent of District. In said capacity, Superintendent shall perform all services, acts, or things, necessary or advisable, to manage and conduct the business of District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties:

Superintendent shall serve as the Chief Administrative Official of District, including administration of District's instructional program, business affairs, personnel services, and property management functions with the assistance of staff personnel. Superintendent shall have primary responsibility for the selection, assignment, transfer, dismissal, promotion and demotion of personnel subject to the approval of Board.

Superintendent shall review all policies under consideration by Board and make appropriate recommendations to Board.

Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

Superintendent and members of Board shall keep each other apprised of criticisms and/or complaints regarding District operations or personnel, with the understanding that individual members will discuss these issues with Superintendent prior to public review.

Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to Superintendent's position and necessary for the adequate performance of Superintendent's duties.

5. **Evaluation** – Board shall discuss its working relationship with Superintendent and his job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to evaluate Superintendent, (b) oral and written evaluation of Superintendent's performance, (c) review of Superintendent's salary and benefits, and (d) discussion of goals and objectives for the succeeding year.

After reviewing the performance of Superintendent, based upon the agreed upon goals and objectives established for the school year, Board shall notify Superintendent in writing whether Superintendent has performed, in Board's judgment, satisfactorily or unsatisfactorily.

If Board concludes that Superintendent's performance is unsatisfactory, Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

Failure of Board to conduct an evaluation under this section shall not prevent Board from acting to terminate the employment of Superintendent if Board determines, in its discretion, that such action is warranted.

6. **Devotion of Professional Services** – Superintendent shall give his exclusive professional services to District during the period of time such services are to be rendered except as otherwise provided in this Contract. However, Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture or engage in other professional undertakings, provided such activities do not, in the exclusive judgment of Board, tend to impair the effectiveness of Superintendent. Superintendent may retain any income, which may be derived therefrom.
7. **Health and Welfare Benefits; Holidays; and Sick Leave** – Superintendent shall be entitled to those benefits and paid holidays accorded to management personnel of District.

In addition, Superintendent shall be entitled to twelve (12) sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of service. Superintendent shall also be entitled to accumulate unused sick leave from year to year without limitation. Upon termination of this Agreement, Superintendent shall not be entitled to compensation for any unused sick leave.

Should Superintendent retire from District after fifteen (15) years of service, District agrees that it shall pay all premium costs for all such health, vision and dental insurance plans for Superintendent and his spouse until age sixty-five (65) or Medicare eligibility, whichever comes first. Upon reaching age 65 or enrollment in Medicare, whichever comes first, the District shall pay the premium costs for Medicare supplement insurance under the plans offered by a District recommended insurance broker and which match type of coverage offered under the existing plan at the time of leaving the District, as those plans may change from time to time.

Should Superintendent continue to be eligible for District provided health insurance benefits after Superintendent is no longer employed by District, and if Superintendent has moved from the geographical area where District's then current health insurance providers offer coverage, Superintendent may obtain alternative coverage and the District shall pay all premium costs up to the amount of the District's contribution toward health and welfare benefits for members of the certificated bargaining unit for the employee plus one dependent, as that amount may change from time to time.

8. **Transportation and Expenses** – Superintendent shall receive \$300 per month to use for the purpose of maintaining an automobile to be used by Superintendent in connection with the services required of Superintendent under this Agreement.

Superintendent shall be reimbursed for all travel and for all necessary non-travel expenses as provided in applicable District policies, rules and regulations. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by Superintendent. District shall also pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District. District shall also pay Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development (ASCD), and such other professional associations in which Superintendent may participate.

Superintendent is required to have a cell phone and shall be compensated at the rate of \$150 per month.

- 9 **Termination** – This Agreement may be terminated prior to its expiration date on any of the following basis:
- A. Superintendent may terminate Superintendent's obligations under this Agreement by giving the District at least thirty (30) days written notice in advance.
 - B. Board may elect not to renew this Agreement upon its expiration by providing written notice to Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.
 - C. By mutual agreement of both parties at any time.
 - D. For cause, if Board determines that Superintendent has materially breached a term of this Agreement or has neglected to perform his/her duties under it. Prior to exercising this option, Board shall give Superintendent written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action.

No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation and/or defense. Superintendent may be represented, at his/her expense, by counsel at the meeting.

Any decision to terminate for cause shall be effective upon the date determined by Board.

- E. At the sole discretion of Board upon a determination that it is in the best interest of the District to obtain a new Chief Administrative Officer, the Board shall have the option to unilaterally terminate this Agreement upon the provision of written notice to the Superintendent. Prior to exercising this option, Board shall give Superintendent an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in the best interest of the District.

In the event Board exercises this option, Superintendent agrees to relinquish/waive any and all claims and/or legal actions against the District, including but not limited to any claims/actions under this Agreement, in exchange for an amount calculated by multiplying the number of months remaining on this Agreement by Superintendent's monthly salary (see Section 2), at the time of Board's decision. However, in no event shall the amount paid to Superintendent exceed an amount equivalent to twelve (12) months' salary.

10. **Indemnity** – In accordance with the provisions of Government Code §825 and §995, District shall defend Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, District shall hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity or Superintendent's official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.
11. **Governing Laws/Severance** – This Agreement shall be construed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
12. **Limitation on Cash Settlement Upon Termination** – Pursuant to the provisions of Government Code section 53260:
- A. In the event of termination of this Agreement for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Agreement, or salary for 12 months, whichever is less.
- B. Notwithstanding the foregoing provisions of subsection A above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Agreement, Board may not provide any cash or noncash settlement with Superintendent if

Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

13. **Non-cash Benefits Upon Termination** – Pursuant to provisions of Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when Superintendent obtains other employment before the measuring period has expired.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

14. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Superintendent if Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if District funds the criminal defense of Superintendent against charges involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District all funds expended for Superintendent’s criminal defense. For purposes of this provision, “abuse of office or position” means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **Notification of Renewal** – Not later than 90 days prior to the termination date of this Agreement (including any amendments), Superintendent shall notify in writing each member of Board of the provisions of Education Code section 35031 and the fact that this Agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless Board gives written notice of nonrenewal to Superintendent at least 45 days prior to its expiration.
16. **Modification** – This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.
17. **Entire Agreement** – This Agreement constitutes the entire Agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, conditions are deemed merged into this Agreement.
18. **Construction of Language** – The language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against either party.

19. **Successors and Assigns** – Both parties hereby agree and represent that this Agreement shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Agreement.

This Agreement is executed at Pacific Grove, California.

Ralph Gómez Porras, Ed.D.
Superintendent

Debbie Crandell, President
PGUSD Board of Education

Date

Date

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

SUBJECT: Academic and Operations Re-Opening Plans

DATE: July 16, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

INFORMATION:

The Administration recommends that the Board approve all or portions of the Re-Opening plans as presented and discussed at several past Board and site level meetings with community and staff members. The plans have been regularly revised based on State/County guidelines, as well as direction from the Board and committee members. They have been regularly posted on the district website and shared via updates.

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

SUBJECT: Board Calendar/Future Meetings

DATE: July 16, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves 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, 2020-21 School Year

| | | |
|---|---|--------------------------------------|
| July 16 | Regular Board Meeting ✓ Academic and Operations Reopening Plan | VIRTUAL |
| July 23 <i>*As needed</i> | Special Board Meeting ✓ Academic and Operations Reopening Plan | VIRTUAL |
| Aug. 20 | Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update* | District Office |
| Sept. 3 | Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Local Control Accountability Plan Review | Forest Grove (School Site Visit) |
| Sept. 17 | Regular Board Meeting ✓ Williams Uniform Complaint Report | District Office |
| Sept. 26 <i>*Saturday 9am-12pm</i> | Special Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revised | District Office |
| Oct. 1 | Regular Board Meeting ✓ Superintendent’s Goals ✓ Bus Ridership ✓ Week of the School Administrator | Robert Down (School Site Visit) |
| Oct. 22 | Regular Board Meeting ✓ Quarterly District Safety Update* ✓ Budget Revision #2 on 2020-21 Working Budget (Preliminary First Interim) | District Office |
| Nov. 12 | Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion | Middle School (School Site Visit) |
| Nov. 19 | Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates* ✓ LCAP Public Hearing | High School (School Site Visit) |
| Dec. 10 | Regular Board Meeting ✓ First Interim Report ✓ Budget Revision #3 ✓ Adoption of LCAP | District Office |
| Dec. 17 | Organizational Meeting ✓ Election of 2020-21 Board President and Clerk ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report | District Office |

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

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

SUBJECT: Future Agenda Items

DATE: July 16, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the July 16, 2020 Regular Board Meeting:

- A member of the public requested Dual Language Elementary Program (TBD)
- Board requested teacher housing (TBD)
- Board requested review of current District committees (Will be addressed through District Newsletter/Update)
- A member of the public requested SELPA present on Special Education (Fall 2020)
- Board requested utility bills costs (electric and water) by school site (2020-21)