

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, JANUARY 11, 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: January 11, 2024

TIME: 4:00 p.m. Pacific Grove High School Measure D Site Visit
5:30 p.m. Closed Session
6:30 p.m. Open Session

Trustees
*Brian Swanson, President
Dr. Elliott Hazen, Clerk
Carolyn Swanson
Laura Ottmar
Jennifer McNary
Dayci Dishny/Dario Dimaggio, Student Representatives*

LOCATION: IN PERSON
Pacific Grove High School
615 Sunset Dr
Pacific Grove, CA 93950

Pacific Grove Unified School District Office (6:00 p.m. – duration of meeting)
435 Hillcrest Avenue
Pacific Grove, CA 93950

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/85459451585?pwd=V2RMUnBweVFLMWhpRnNpdmp3cFJEZz09>

Meeting ID: 854 5945 1585

Passcode: 067415

One tap mobile +13017158592,,87820869443#,,, *585985# US (Washington DC)
+13092053325,,87820869443#,,, *585985# US

Find your local number: <https://pgusd.zoom.us/j/85459451585?pwd=V2RMUnBweVFLMWhpRnNpdmp3cFJEZz09>

ADDITIONAL TELECONFERENCE LOCATION

This meeting is also being conducted by teleconference at the following location: 65 W 54th St, New York, NY 10019

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. Land Acknowledgement

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
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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

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

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Superintendent Goals Review

B. Public comment on Closed Session Topics

C. Adjourn to Open 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 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

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4. Superintendent Goals Review

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

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 till 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. PGUSD Staff Comments (Non-Agenda Items)

B. Community Members (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 December 7, 2023 Board Meeting 8
Recommendation: (Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- B. Minutes of December 12, 2023 Board Meeting 17
Recommendation: (Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- C. Minutes of December 14, 2023 Board Meeting 19
Recommendation: (Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- D. Cash Receipts #11 28
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts #11.
- E. Acceptance of Donations 30
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the donations.

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- F. Revolving Cash #4 31
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Revolving Cash #4.
- G. Out of County or Overnight Activities 33
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Out of County or Overnight requests.
- H. Review of Legal Fees for July 2023-October 2023 39
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Legal Fee.
- I. Personnel Report 41
Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends that the Board review and approve the Personnel Report.
- J. Contract for Service with the California College Guidance Initiative 44
Recommendation: (Larry Haggquist, Pacific Grove High School Assistant Principal) The District Administration recommends that the Board review and approve the Contract for service with the California College Guidance Initiative
- K. Contract for Services with EL Education 66
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the contract for services with EL Education to provide professional development to our English language arts elementary pilot team.

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

VII PUBLIC HEARING

Public Hearing: Pursuant to Government Code Section 4217.12 the District’s Governing Board Will Hold a Public Hearing on the Energy Savings and Cost Savings Associated with the Proposed Energy Services Agreement for HVAC, Lighting and Other Energy Conservation Measures to be installed at various District sites. 71

Open Public Hearing _____ Close Public Hearing _____

- A. Approval of Resolution No. 1118: Resolution Making Findings on Energy Savings; Authorizing and Approving Agreement for Energy Savings Project; Authorizing Execution and Delivery of Other Documents and Other Actions Required in Connection Therewith; Determination and Authorization to File a Notice of Exemption from California Environmental Quality Act (CEQA) Regarding the Construction and Installation of energy efficient capital improvement projects at various PGUSD sites.

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

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VIII. ACTION/DISCUSSION

- A. 2024-2025 State Preschool Contract and Board Resolution 78
Recommendation: (Barbara Martinez, Principal of Pacific Grove Adult School) The District Administration recommends that the Board review and approve the 2024-2025 State Preschool Contract and Board Resolution.

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

- B. ABM Building Solution, LLC Construction Agreement 80
Recommendation: (Josh Jorn, Assistant Superintendent) District Administration recommends the Board review and approve the ABM Building Solutions, LLC Construction Agreement as included in your packet.

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

- C. Calendars for 2024-2025 and 2025-2026 school years 160
Recommendation: (Claudia Arellano, Director II of Human Resources) District Administration recommends the Board review and approve the Calendars for the 2024-2025 and 2025-2026 School Years.

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

- D. Renewal Contract for Financial Advisory Services with Dale Scott and Company (DS&C) for FY's 2023-24 through 2027-28 164
Recommendation: (Josh Jorn, Assistant Superintendent) The District Administration recommends that the Board approve the attached 5 year contract for Municipal Advisory Services with Dale Scott and Company (DS&C).

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

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E. Adoption of Resolution No. 1100 Proclaiming February 2024 as Black History Month 172
Recommendation: (Dr. Linda Adamson, Superintendent) The Administration recommends that the Board of Education adopt Resolution No. 1100 Proclaiming February 2024 as Black History Month.

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

F. Board Governance Followup and Discussion Regarding Future Topics 174
Recommendation: (Linda Adamson, Superintendent) The Administration proposes the Board consider and adopt the Board of Trustees' Top 10 Norms (established 12/12/23 from the PGUSD Governance Handbook) and agree on topics and dates for future Governance sessions to include: (1) adoption of District goals and (2) a review of the Governance Handbook and Readoption.

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

G. Board Calendar/Future Meetings 176
Recommendation: (Linda Adamson, 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.

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

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IX. INFORMATION/DISCUSSION

- A. Review of Fingerprinting Standards 181
Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends that the Board review and adopt the proposed protocols regarding the District's fingerprinting requirements.
- B. Property Tax Update FY 2023-24 Actuals 187
Recommendation: (Josh Jorn, Assistant Superintendent) The District Administration recommends that the Board review the attached information related to District Property Tax receipts and projections.
- Public Comment:
 - Direction: _____
- C. Review of District Enrollment Projections for 2024-25 191
Recommendation: (Josh Jorn, Assistant Superintendent) The Administration recommends that the Board review the attached Enrollment Projections for 2024-2025.
- Public Comment:
 - Direction: _____
- D. Future Agenda Items
Recommendation: (Linda Adamson, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.
- Added September 7, 2023: Board Cultural Proficiency Training
 - Added September 21, 2023: Gender Support Plan Policy Update (March 2024)
 - Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (February 2024)
 - Public Comment:
 - Direction: _____

X. ADJOURNMENT

Next regular Board meeting will be held on Thursday, February 8, 2024

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of December 7, 2023 – District Office

I. OPENED BUSINESS

A. Called to Order 5:30 p.m.

B. Land Acknowledgment

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

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

Trustee(s) Absent: Clerk Jennifer McNary
Administration Present: Superintendent Linda Adamson
Assistant Superintendent Joshua Jorn
Board Recorder: Ana Arellano
Student Representative: N/A

D. Adopted Agenda

Changes to the agenda include:

- Specific to the safety updates materials.
- CSEA Sunshine proposals - collective bargaining process.
- Memorandum of Understanding Tech lead stipend.
- Memorandum of Understanding PGMS robotics position.
- Action item E - complaint concerning instructional materials appeal.
- Consent item E should be part of consent item D.
 - Pacific Grove middle school.
 - If any items are appropriate for the public they will be posted on the website.

Public Comment:

None

MOTION EH/BS to adopt agenda as amended

Motion CARRIED by vote 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for

2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.

3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Public Employee appointment/employment after school coordinator.

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:37 p.m.

III. RECONVENED IN OPEN SESSION 6:43 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.

Information received, no direction given.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.

Information received, no direction given.

3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957].
4. Public Employee appointment/employment after school coordinator.

Information received, no direction given.

B. Pledge of Allegiance lead by district's lawyer Mr. Lozano

IV. COMMUNICATIONS

A. Written Communication

- NCBI training incident at PG shoe dance
- meet and greet timing
- gratitude to chef Erikson for field trip invitation to PGMS volleyball playoffs
- Proposed change to policy restorative justice followup
- Kudos to PGHS staff member Becky Goldfinch

- Kudos to Heather Z, Heel P, Senora Nunez and assembly committee
- Invitation to South Valley MS grand opening in Gilroy
- Kudos to Buck Rogaman
- Incident community Human Services board meeting and introduction
- equine healing collaborative
- Two emails regarding FG and RHD combined winter performance
- Zero threat incident media inquiry
- PGUSD and NCBI collaboration
- firearm related social media references by unauthorized intruder on campus
- Six emails regarding intruder at PGUSD campus, questions about safety plan
- Follow up on incident that happened at PGMS and PGHS
- Recommendation for electrified locks at RD
- Community human services, CEO evaluation
- Five emails related to curriculum appeal
- pickleball
- PGUSD request for PRA 2022, employee compensation
- Small district advisory group at CSPA
- Dear Martin book
- Three emails on cultural proficiency evening
- Assembly member to visit PGUSD

B. Board Member Comments

EH- Potential role of AI in learning. Thank John Anderson and everyone that walked around the middle school seeing what is being done with the measuring funds.

LO- Reframe from additional comments.

BS- Thank you to all Forest Grove staff for the cultural proficiency input. California school boards association annual education conference was a success. Would like more members of the community to attend. Everyone including Dr. Adamson attended the California school boards association annual education conference then went bowling afterwards.

CS- request to add an agenda item to the next board meeting taking place December 14 that would be like a debrief of the CSBA experiences that were done the previous year and chat more in depth about the public's money and how value is brought back.

C. Superintendent Report

Dr. Adamson excited for what's to come, thanked everyone for the warm welcome; listening and learning, met with 22 members from the community so far and now additional 29; visited the sites; role as cheerleader all the great things seen; attended the pep rally at the high school before the Shoe game; Monarch home pep rally for adult transition; shoe game was wonderful; Ruby Bridges Walk to School Day; Forest Grove's PTA to participate in their readathon activities day; volleyball update from Audrey Kitayama, our PGMS Athletic Director Regarding the championship game that all three PGMS teams; Cultural Proficiency Implementation Plan.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

A. PGUSD Staff Comments (Non Agenda Items)

Kristen Arps Program coordinator at Pacific Grove Adult School. Principle Martinez and Arps Thanks Dr. Adamson for visiting. Without walls, program students have been enrolled into community college classes and some have jobs. The school is partnering up with the work experience program at MPC for resume writing and interview practice workshops.

Larry Haggquist, Assistant Principal from Pacific Grove High School recognized teacher Aaron Vasquez for putting the play on.. 31 students were taken to Washington DC on the Close up trip. Several students with CCS awards in George Warrens music program, four of five section leaders at CCS were from PGHS, four additional students are making the cut.

B. Community Members (Non-Agenda Items)

President of the Monterey Peninsula soccer league Dr Tom Moore awarded a check to PGUSD Soccer programs and thanked them for the continuing support.

VI. CONSENT AGENDA

- A. District safety update
- B. Cash Receipts #9
- C. Acceptance of Donations
- D. Out of County or Overnight Activities
- E. Request for Board Approval for off campus activity for Pacific Grove Middle School AVID class
- F. Equipment to be discarded
- G. Contract for services with Bryan Gage, Pacific Grove Middle School Gym Mural
- H. Contract for services with Kim Kasner, Forest Grove Elementary Storage Container Mural
- I. Contract for services Contract for Services with the National Coalition Building Institute – Monterey Chapter

Public Comment:

Director of Curriculum and Special Projects Buck Roggeman coached the artist in 2003 and shoe game hero.

MOTION BS/CS to approve the consent agenda as amended
Motion CARRIED by vote 4 – 0

VII. ACTION/DISCUSSION

- A. Approval of PGUSD initial Sunshine Proposal with CSCA.

Public Comment:

Kelly Nicks spoke regarding the safety incident at PG high and would like a better solution or possibly a fence at the school.

Mike Gibbs questioned protocol due to an individual walking through the school and is very concerned for students safety.

North Kirk, concerned about safety at PGMS wondering the timeframe for camera installation and making campus safer..

Masha would like to speak regarding fences around the high school but in her opinion fences may not keep all out.

Nadine disagrees with the fence around school because it would keep everyone inside but there's a bar that people can push out and leave so it deters people from coming in but they can still get out.

Jessica Contreras if possible would like more transparency towards parents when incidents happen.

Jennifer Nicks, parent of a PGHS student, advised that teachers should also have comfort and understanding that they are safe too because they are the ones protecting the students.

No action taken.

B. Renewal contract for financial advisory services with Dale Scott and company for fiscal year 2023-2024 through 2027-2028

Dale Scott has been providing bond oversight, fiscal advisory services for the district for about 16 years now.

Public Comment:

None

MOTION agreed to no motion

Motion CARRIED by

C. memorandum of understanding with PGTA. Regarding teacher tech lead stipends.

Public Comment:

Erica Chavez, Kindergarten teacher RDE due to the split adoption to K2, it may be very helpful to everyone at the same site equally because some may not be as savvy with both adoptions. Possibly leaning away from a split adoption.

Director of Edtech for school district Matthew Binder would like to add the tech leads serve in the capacity of supporting the software and hardware in state testing tools that are important in the spring along with other supplemental applications. Their participation is now growing because of the emergence of AI.

MOTION BS/EH to approve the negotiation increase.

Motion CARRIED by vote 4 – 0

D. PGMS robotics / ROV stipend

Public Comment:

None

MOTION BS/CS to approve the robotics stipend
Motion CARRIED by vote 3 – 0

E. Complaints concerning instructional materials appeal.

Director of curriculums and special projects, Buck Roggeman introduced this item..
Instructional materials specifically the book Dear Martin by Nick Stone on September 5th.
The book is part of the English 2 classroom curriculum and reading list.

- A committee reviewed the book and determined it was suitable content for English 2 class.
- The committee was 4 teachers, 2 school administrators and 2 parents.
- The committee met on September 18th and all read the book in its entirety to be able to address the complaint.
- The committee found that the language used in the book was necessary
- The language used in Dear Martin is similar to the language many high school students use in casual conversations used with their peers.
- The committee further found the book is on the California Department of Education recommended Literature list. The English Department reviewed and approved the book.
- The English 2 syllabus including the use of Dear Martin was approved by the PGHS administration on behalf of PGUSD.
- The challenged material also supports the district's goal of supporting students in managing the Dynamics of difference by allowing students to experience representations of different perspectives, discussions of equality, violence, internal conflict, confrontation, protest, discomfort and the impact of stereotyping.
- There was unanimous agreement that the material is appropriate for 10th grade students and above.

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Public Comment:

- Mr. Swire's reason for denying the alternate assignment as described by Mr Roggeman is a lie, it's not true. On September 22nd I received the superintendent's decision that no alternate assignment would be allowed

No action taken

Public Comment:

Parent Kari Serpa parent and educator, Limiting access to literature does not protect children from life's complex and challenging issues. Diverse books can be used as tools to find common ground and empathy. I believe censorship comes from fear and the need to control children's lives. Perhaps people believe if children don't read about it they won't know about it but books cannot harm children. Hate, prejudice and ignorance now those things harm children and giving alternative assignments to students is an unsustainable burden we should not be putting on our teachers or our staff.

English teacher at PGHS Jessica Grogan. I would ask the board today to support the PGHS English teachers in their curriculum decisions. I have two master's degrees and a teaching credential in both English and social science. I take my building extremely seriously and I think about it to the last detail. You can trust that I thought about this book and all of the books I teach very thoroughly and I ask that you trust teachers to do their jobs and support them in doing their jobs. Thank you.

PGTA president and teacher Lauralea Gaona. It is important that even when we're offended we have an opportunity to sit in an academic setting and talk about these words, why they are offensive, when they are appropriate, what it means to code switch. This is a really good opportunity for students to learn from each other and why this language might offend students around them rather than picking on each other outside in the hallway.

Teacher Karinne Gordon retired English teacher. Here are some examples: catcher in the Rye, grapes of Wrath, 1984, Lord of the Flies, just to name a few of other books that contain just as many objectionable language and disturbing images. Dear Martin and in fact every book in our English curriculum, is to encourage students to ask hard questions, to have discussions outside their comfort zones, to grapple with difficult issues and ultimately to learn understanding compassion and empathy for their fellow human beings.

Monterey County NAACP Lyndon Tarver. To the English department, thank you for being brave. As I read the narrative on Dear Martin, It cautions us about discriminatory practices and a functional society. I stand behind those teachers and I think the book should stand as the teachers have selected. Thank you.

MOTION

none

F. Approval of measure A, which is the Ed Tech Bond, education technology expenditures.

Director of Ed tech Matthew Binder. presented to you the list as we do twice a year of technology expenditures that have kind of evolved over the last several months from the committee. We do present a visual that distributes or displays the distribution by categorical areas of technology implementation, we've got a nice sizable amount of Technology expenditures going towards student hardware this is part of our Chromebook refresh fleet. We started in 2021 and we are coming towards the end of the payments on that teacher hardware as well.

Public Comment:

None

MOTION CS/LO to approve on staff's recommendation.

Motion CARRIED by vote 4 – 0

G. Board Calendar/Future Meetings

Dr. Adamson opened a discussion regarding the December 14 meeting, Listed originally the alcap update but will be moved to January.

Employee recognition for the month of December.

Public Comment:

None

MOTION CS/EH to accept the proposed calendar changes.

Motion CARRIED by vote 4 – 0

X. INFORMATION/DISCUSSION

A. Board Policy Updates

Public Comment:

Beth Shammass spoke about policy and training.

Pacific Grove High School Assistant Principal responded to comment made, noted training at MCOE with Leadership students, the student Board leadership training.

The Board directed the Administration to bring the policy updates back as a consent agenda.

B. ABM building solutions LLC, presentation on district efficiency study.

Robert from ABM building solutions. Our team would love the opportunity to help the district achieve its infrastructure goals, completing our MDA process would put us in a position to deliver the district a fully designed project one that had guaranteed savings that would be fully engineered and have no change orders that falls under California code 4217. We have focused on the improvements that were of the highest priority for the district and those that would generate the most savings for the district. District administration would like to ask the board for direction on whether or not to move forward to the next stage of our process. Contract back for action on January 11th for the district to decide if they would like to proceed and if so we can begin construction early next year.

Public Comment:

Professional mechanical engineer Martin Sarun. Personally I walk around school sites and I see a lot of things that affect the indoor air quality like in PG middle school gymnasium. Last two years coaching the basketball team I never saw the ventilation system work and recently I saw one of the B units replaced with the split system. I also have my business that is related to HVAC plumbing and Fire and would like to assist with training.

C. Future Agenda Items

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (January 2023)
- Added September 7, 2023: Board Cultural Proficiency Training
- Added September 21, 2023: Board self-evaluation
- Added September 21, 2023: Common school year calendar with surrounding Districts
- Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
- Added September 21, 2023: Staff support for combating incidents of racism (Ongoing)
- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (November 2023)

- Added September 28, 2023: Board Governance
- Added October 5, 2023: Racism zero tolerance policy
- Added November 2, 2023: Equity between elementary schools (January 2024)
- Added November 2, 2023: Elementary Spanish offerings TK-2 (January 2024)

Public Comment:

None

X. ADJOURNED

10:00 p.m.

Approved and submitted:

Superintendent Dr. Linda Adamson
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of December 12, 2023 – Governance Training

I. OPENED BUSINESS

A. Called to Order 3:30 p.m.

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

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

Trustee(s) Absent: N/A

Board Recorder: Lucero Villegas

D. Adopted Agenda

Public Comment:

None

MOTION CS/JM to adopt agenda as presented

Motion CARRIED by vote 4 – 0

II. INFORMATION/DISCUSSION

A. Trustee attending remotely.

No longer needed to have as an emergency criteria Per Dr. Linda Adamson. Request to remove motion.

B. Reception 4:04 p.m.

The Board held a reception to allow for trustee Ottmar to arrive..

III. RECONVENED 4:16 p.m.

A. Dr. Linda Adamson suggested decreasing board meetings to only one per month.

Public Comment:

Molly does not agree with the decision due to there already being a lack of communication with parents and the community. Reducing the ability for parents and community to engage would not be efficient.

IV. ADJOURNED

5:58PM

Approved and submitted:

Interim Superintendent Joshua Jorn
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Organizational Meeting of December 14, 2023 – District Office

I. OPENED BUSINESS

A. Called to Order 6:30 p.m.

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 Laura Ottmar (LO) Trustee Carolyn Swanson (CS) Jennifer McNary (JM)
Trustee(s) Virtual At Alternate Location:	Clerk Dr. Elliott Hazen (EH)
Trustee(s) Absent:	N/A
Administration Present:	Superintendent Linda Adamson (LA) Assistant Superintendent Joshua Jorn (JJ)
Board Recorder:	Lucero Villegas
Student Representative:	N/A

D. Adopted Agenda

Changes to the agenda include:

- Consent Approved: November 16, 2023 meeting minutes revised/updated
 - Section cut off & error on page 1
 - Copy of memo for resolution 1098, item D on page 2 included
 - Appointment of Superintendent to serve as secretary to Board added
 - Lead sheet - action item cover box checked

Board Comment/Discussion:

N/A

Public Comment:

N/A

MOTION JM/CS to adopt agenda as amended
Motion CARRIED by vote 5 – 0

II. ANNUAL ORGANIZATIONAL MEETING

As required by Education Code Section 35143

A. Election of President to Serve for One-Year Period 8 (Note: nominations do not need a "second.")

Board Comment/Discussion:

- LO nominated BS for Board President
- Presidency transferred from CS to BS
 - Gavel plaque presented to CS by Superintendent LA

Public Comment:

N/A

MOTION LO to transfer Presidency from CS to BS

Motion CARRIED by vote 5 – 0

B. Election of Vice-President/Clerk to Serve for One-Year Period 9

(Note: nominations do not need a “second.”)

Board Comment/Discussion:

- LO nominated EH for Clerk
 - Clerk transferred from JM to EH

Public Comment:

N/A

MOTION LO to transfer Clerk position to EH

Motion CARRIED by vote 5 – 0

C. Appointment of Superintendent to serve a Secretary to the Board

Recommendation: (Dr. Linda Adamson, Superintendent) It is recommended that the Board of Education appoint a Superintendent to serve as Secretary to the Board.

- LA reminded board members of position typically held by Superintendent

D. Determination of Dates, Time and Location of Regular Meetings

Recommendation: (Dr. Linda Adamson, Superintendent) It is recommended that the Board of Education set the 1st Thursdays of each month as Regular Board meetings and 3rd Thursday for Special Meeting as needed. Meetings will be held at 6:30 p.m. at the District Office Board Room.

- LA will propose more meeting dates and topic below (thru June) -
 - Some months, such as May, may require two meetings per month to get business done

Board Comment/Discussion:

- EH: Excited to support Superintendent
- CS: High-functioning school districts they tend to have less regular meetings - maybe 2-day split
 - Time will allow special meetings to do deep dive into other community engagement topics - LO and JM agreed to one regular meeting per month
 - BS added that members are accessible to the public via other telecommunications sources

Public Comment:

- Two individuals expressed concern for the reduction of Board Meetings from twice a month to once a month.
 - CS Response: In favor of adopting the process of one Regular Meeting per month for next six months - policy can be changed in future after LA’s feedback

MOTION LO and BS second to reduce Regular Meetings to once a month
Motion CARRIED by vote 5 – 0

E. Adoption of Resolution No. 1098 Designating Authorized Agents to Sign School Orders 10
Recommendation: (Dr Linda Adamson, Superintendent; Joshua Jorn, Assistant Superintendent) The Administration recommends that the Board of Education adopt Resolution No. 1098 designating authorized agents to sign school orders.

Board Comment/Discussion:

- LA reiterated three listed agents above that would be authorized agents

Public Comment:

N/A

MOTION CS and EH second to authorized agents approval
Motion CARRIED by vote 5 – 0

F. Designation of Committee Representatives

Recommendation: (Dr Linda Adamson, Superintendent) The Administration recommends that the Board of Education select liaisons for 4 different community committees.

Monterey County School Board Executive Committee Liaison

Primary: BS
Alternative: N/A

Community Human Services Liaison

Primary: JM (Continuing)
Alternative: CS (Continuing)

Sub Committee with the City of Pacific Grove
Primary: EH
Alternative: LO (possible)

Policy Committee
Trustee: CS (Continuing)
Trustee: JM (Continuing)

Board Comment/Discussion (Further Committee Recommendations):

N/A

Public Comment:

N/A

G. Pledge of Allegiance

III. COMMUNICATIONS

A. Written Communication

- BS:

- Weather letters received regarding 12-13 Choir Concert & next week's Concert
- 2 letters received concerning extra vigilance and safety precautions on campuses
- 1 letter received concerning missing items from previous Board Meeting
 - All have been addressed
- CS:
 - School Safety - Assemblymember to visit PGUSD (CSBA attorney)
 - First complaint regarding request for ABM Solutions
 - Second complaint from Community Human Service asking for eval.
 - Third complaint addressing the welcoming nature of Board Meetings
 - Fourth complaint regarding robotics scrimmage at the PGHS
- EH:
 - Parent reached out regarding implementation of equity-based grading

B. Board Member Comments

- JM: Attended PGMS Choir Concert - commended music teachers
- BS:
 - Attended Governance Training
 - Idea: Can Student Representatives be on the PG Website?
- EH:
 - Attended UC Santa Cruz Student's PhD defense and highlighted educators' roles

C. Superintendent Report

- LA reported on Listen and Learn Tours (57 completed)
 - 90-Day report will be presented to Board when fully completed w/goals & eval.
 - Examples: Met w/interim city manager Robert Perrault & Visited PGMS Avid
 - Walked PG school campuses with JJ and Director of Maintenance and Operations John Anderson for safety
 - Visited PGMS with Principal Roach and participated in a campus drill
 - Goal for safety drills is to practice procedures that then become automated during an actual emergency

IV. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

A. PGUSD Staff Comments (Non-Agenda Items)

- Forest Grove Elementary School Principal (Ms. Abbie Arbrun) & Robert Down Elementary School Principal (Mr. Sean Keller) announced changes to the elementary holiday program due to rain being forecast. Gave words of thanks to parents and community partners for ongoing support in providing rich experiences for their students.
- PGMS Principal (Mr. Sean Roach):
 - Avid students attended UC Merced and Stanislaus
 - Winter Concert coming up at PAC
- PGHS Assistant Principal (Mr. Larry Haggquist):
 - Reminders regarding the many events planned for the next two weeks for PGHS students

B. Community Members (Non-Agenda Items)

- EH (parent perspective):
 - Impressed with student-school interaction community

V. CONSENT AGENDA

- A. Revised Minutes of November 16, 2023 Board Meeting
- B. Cash Receipts #10
- C. Out of County or Overnight Activities
- D. Warrant Schedule
- E. Quarterly Report on Williams Uniform Complaints
- F. Personnel Report
- G. Contract for services with Robert Half Inc. Customer Agreement
- H. Contract for services with Psyched Services
- I. Board Policy Updates
- J. Contract for services with Entravision

Board Comment/Discussion:

N/A

Public Comment:

N/A

MOTION JM and CS second to approve consent agenda as presented
 Motion CARRIED by vote 5 – 0

VI. ACTION/DISCUSSION

- A. Job Description for the PGMS Robotics/ROV extracurricular activity

Board Comment/Discussion:

- Claudia Arellano -
 - Salary stipend agree upon for PGMS Robotics/ROV extracurricular activity - job description is pending
 - CS: Project has reached into various departments and in favor of stipend - description asks for an AA degree (some may not fill requirements but would be a great fit). Can job description be revised to open it up to a larger variety of individuals?
 - Ms. Arellano answered that position is aligned with minimum requirements set forth in Education Code and the Every Student Success Act/No Child Left Behind Act of 2001 - Credential is not required
 - CS asked if “pass basic skills test” can be added to job description

Public Comment:

- Sean Roach (PGMS Principal) applauds board for adding item to Board Meeting
- Jessiaca (Forest Grove Parent) thanked Board for robotics team - grateful for opportunity

MOTION JM and EH second to extracurricular job
 Motion CARRIED by vote 4 – 0 (LO absent)

- B. Memorandum of Understanding between PGUSD and Sandy Hook Promise for Implementing See Something Say Something Anonymous Reporting Tool

Board Comment/Discussion:

- Assistant Superintendent Josh Jorn stated free reporting tool has been adopted and specific for 6-12th grade students
 - Attached in Exhibit G (MOU)

- Would like to implement in the Spring
- JM added that she likes specificity of program - marketed and communicated to families
- BS & EH thanked Mr. Jorn for pushing tool and meeting a sooner date than expected
- CS asked if hate/racist acts will be used via this tool - JJ answered that this will be checked under bullying (can be modified with the producer)

Public Comment:

- Three individuals spoke (two expressed concern for possible false reports and transparency for the safety tool - the third person thanked JJ)
 - JJ responded all campuses have a reporting tool and there will be a protocol on notifications for students and parents to facilitate credible incidents and information

MOTION CS and JM second on staff recommendation
 Motion CARRIED by vote 4 – 0 (LO Absent)

C. Approval of the 2023-24 First Interim Report

Board Comment/Discussion:

- BS asked if future surplus numbers include pay increases - JJ responded that this is correct
- JM: Thank you to JJ for finding saving costs
- CS. Thank you to JJ for mentioning SERP savings. What is meant with rolling back vacant positions? JJ answered that vacancies are built back into budget - snapshot is produced as interim expenditures
- EH asked what happens if surplus is not approved
 - JJ answered that this is a snapshot July-October as estimates

Public Comment:

N/A

MOTION JM and CS second to approve interim report
 Motion CARRIED by vote 4 – 0 (JO Absent)

D. Supplemental Employee Retirement Program Final Approval

Board Comment/Discussion:

- Third time this is presented to Board for final approval - JJ went over cover sheet and criterias established and vetted by the board
- Change: Master’s Degree and PhD stipend is now included
- 21 District employees part of SERP
- Reduction In force will be brought forward some time in February
- Keenan will do a final evaluation of salary in April of 2024
- Fiscal Impact: SERP payout broken down over five years is just under \$1.5 million
 - JM asked for JJ to clarify net payout breakdown
 - CS asked for savings of roughly \$3 million payout in writing
 - JJ stated SERP will allow cost savings - retiree position will allow new employees to be hired on lower pay step/scale
 - JJ added that the total cumulative net cost savings is \$1.57 million - there is potential for more reduction

Public Comment:

- Individual expressed her concern for reduction of teachers - parents prefer small classes and will complain plus be aware of the impact to loss of knowledge and culture
 - JJ answered that projected class number is under 24 and will not be largely affected
 - Gail joined virtually and clarified SERP numbers

MOTION BS and EH second to final approval of SERP
 Motion CARRIED by vote 3 – 1 (CS Nay & LO Absent)

E. Board Calendar/Future Meetings

Board Comment/Discussion:

- LA proposed dates for Jan-June 2024 (reducing meetings to once a month)
 - Hold January 11th and delete January 25th (Can be reserved for Special Meeting)
 - February - one meeting scheduled in short month
 - Hold March 7th and leave March 21st as is (goal is to not add to this agenda)
 - Hold April 4th and delete April 18th
 - Hold both meetings in May
 - June has one meeting scheduled
- CS would like to revisit policy during next Board Meeting

Public Comment:

- Mel Mason from NAACP - take contracting organizations into mind for the Cultural Training - they have extensive experience on racial issues
 - PGUSD parent added that she would appreciate Mr. Mason’s input

MOTION JM and CS second to approve counter with changes
 Motion CARRIED by vote 4 – 0 (LO Absent)

VII. INFORMATION/DISCUSSION

A. 2023 California School Board Association annual conference

Board Comment/Discussion:

- All board members shared and agreed that they appreciated the speakers, information, and collaboration that occurred during the Conference

Public Comment:

N/A

B. Future Agenda Items

- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (January 2024)
- Added September 7, 2023: Board Cultural Proficiency Training
- Added September 21, 2023: Common school year calendar with surrounding Districts
- Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
- Added September 21, 2023: Staff support for combating incidents of racism (Ongoing)

- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (November 2023)
- Added September 28, 2023: Board Governance
- Added October 5, 2023: Racism zero tolerance policy
- Added November 2, 2023: Equity between elementary schools (January 2024)
- Added November 2, 2023: Elementary Spanish offerings TK-2 (January 2024)

Board Comment/Discussion:

N/A

Public Comment:

N/A

VIII. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023- 2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023- 2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson for the purpose of giving direction and updates.

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

4. Public Employee Appointment/Employment: After School Coordinator

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

Board Comment/Discussion:

N/A

IX. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023- 2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr Linda Adamson for the purpose of giving direction and updates.

Information received, no direction given

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023- 2024 [Government Code § 3549.1 (d)] Executive session between the public school

employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson for the purpose of giving direction and updates.

Information received, no direction given

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

Information received, direction given

4. Public Employee Appointment/Employment: After School Coordinator

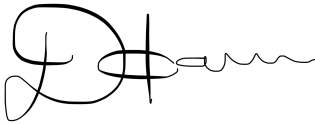
Information received, no direction given

Board Comment/Discussion: (Meeting extended to 10:20pm with 4-0)

X. ADJOURNMENT

Next regular Board meeting will be held on Thursday, January 11, 2024

Approved and submitted:

A handwritten signature in black ink, appearing to read "L. Adamson", written in a cursive style.

Superintendent Dr. Linda Adamson
Secretary to the Board

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

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

SUBJECT: Cash Receipts Report #11

DATE: January 11, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Cash Receipts #11.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of December 6, 2023 to December 20, 2023.

INFORMATION:

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

PGUSD
2023-24 BOARD REPORT # 11 Cash Receipts

December 6, 2023 - December 20, 2023

Date	Num	Name	Account	Amount
Dec 6 - 20, 23				
12/07/2023	22127	RETIREE INSURANCE	RETIREE INSURANCE	5,997.00
12/07/2023	22128	ASE - After School Enrichment	FEES	75.00
12/07/2023	22129	Intercare Holding Insurance	WORKERSCOMP	5,404.80
12/07/2023	22130	Intercare Holding Insurance	WORKERSCOMP	1,733.02
12/07/2023	22131	ASCA	REFUND	135.42
12/07/2023	22132	American Fidelity	REFUND	500.00
12/07/2023	22133	PGHS	CTE Donations	100.00
12/07/2023	22134	PGHS	CTE Donations	175.00
12/07/2023	22135	RETIREE INSURANCE	RETIREE INSURANCE	741.00
12/08/2023	22136	RETIREE INSURANCE	RETIREE INSURANCE	1,062.00
12/08/2023	22137	STATE OF CALIFORNIA	CAFETERIA	28,417.61
12/08/2023	22138	Intercare Holding Insurance	WORKERSCOMP	1,741.46
12/08/2023	22139	PGMS	DONATION	17.00
12/08/2023	22140	BASRP-RD	RETURNED CHECK	-54.55
12/11/2023	22141	RETIREE INSURANCE	RETIREE INSURANCE	1,218.00
12/11/2023	22142	RETIREE INSURANCE	RETIREE INSURANCE	10,864.20
12/11/2023	22143	Santa Cruz Office of Education	SMAA	5,911.97
12/11/2023	22144	BASRP-RD	BASRP	595.00
12/13/2023	22145	STATE OF CALIFORNIA	CAFETERIA	103,590.02
12/13/2023	22146	RETIREE INSURANCE	RETIREE INSURANCE	8,960.01
12/13/2023	22147	BASRP-FG	BASRP	66.00
12/14/2023	22148	RETIREE INSURANCE	RETIREE INSURANCE	1.00
12/14/2023	22149	ADULT EDUCATION	ADULT EDUCATION	38,759.27
12/15/2023	22150	Intercare Holding Insurance	WORKERSCOMP	618.94
12/15/2023	22151	Intercare Holding Insurance	WORKERSCOMP	2,462.54
12/15/2023	22152	PGMS	SCIENCE CAMP	34,230.00
12/15/2023	22153	ADULT EDUCATION	ADULT EDUCATION	2,010.00
12/15/2023	22154	Developer Fees	Developer Fees	14,681.35
12/15/2023	22155	RETIREE INSURANCE	RETIREE INSURANCE	1,585.00
12/15/2023	22156	MONTEREY BAY CHARTER SCHOOL	RENT	21,790.79
12/18/2023	22157	STATE OF CALIFORNIA	MEDI-CAL	3,251.48
12/18/2023	22158	RETIREE INSURANCE	RETIREE INSURANCE	1,858.00
12/19/2023	22159	CAFETERIA	CAFETERIA	90.00
				298,588.33
Dec 6 - 20, 23				

- 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: January 11, 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

Unknown

\$17.00 (Garden Club)

Pacific Grove High School

Jason Souza

\$100.00 (CTE-Art)

Kari Serpa

\$75.00 (CTE-Art)

Adam Aliotti

\$100.00 (CTE-Culinary)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

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

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

SUBJECT: Revolving Cash Report #4

DATE: January 11, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the Revolving Cash report #4.

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period of October 11, 2023 to December 20,2023.

INFORMATION:

Prior to the approval of the identified payments, appropriate District procedures were followed, and authorizations obtained.

PGUSD
 2023-24 BOARD REPORT #4 REVOLVING CASH
 October 11, 2023 - December 20, 2023

Date	Name	Account	Amount
Oct 11 - Dec 20, 23			
10/16/2023	ANALYSIS CHARGE	BANK FEE	-627.41
11/14/2023	Pacific Grove Museum of Natural History	WALK WITH PRIDE	-100.00
11/15/2023	ANALYSIS CHARGE	BANK FEE	-462.07
11/17/2023	DEPOSIT	DEPOSIT	2,389.48
12/15/2023	ANALYSIS CHARGE	FEES	-397.19
			802.81
Oct 11 - Dec 20, 23			802.81

- 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: January 11, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

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

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
1/23/2024	St. Francis High School Watsonville, CA	PGHS Wrestling Team Wrestling Meet	District Van	\$ -	na
1/23/2024	St. Francis High School Watsonville, CA	PGHS Girls Soccer Team League Game	School Bus	\$ 672.50	Athletics
1/23/2024	Watsonville High School Watsonville, CA	PGHS Girls Basketball Team League Game	School Bus	\$ 753.75	Athletics
2/7/2024	Morgan Hill Sports Complex Morgan Hill, CA	PGHS Soccer Team League Game	School Bus	\$ 737.50	Athletics

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: 1/23/2024 Day of Activity: Tuesday

Activity Name/ Location: St Francis high school Address: 2400 E Lake Ave

City: Watsonville County: Santa Cruz

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

School Departure Time: 1 p.m. Pickup Time from Place of Activity: 8 p.m.

Name(s) of Employee(s) Accompanying Students: Calvin Miller Brandon rosa Travis Selfridge

Number of Adults: 3 Number of Students: 20

(Total Chaperones)

Description of Activity/ Educational Objective: League championship meet

List All Stops: St. Francis 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. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (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 on file

Form-OCA-2 Personal Automobile Information is on file with the District on file

Fingerprint clearance is on file with the District on file-district employees

Requested By: Chris Morgan Chris Morgan Date: 11/13/2023
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M Garcia Date: 12/21/2023

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

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

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

Account Code: N/A

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: 1/23/2024 **Day of Activity:** Tuesday

Activity Name/ Location: Girls soccer league game @ St.F **Address:** 2400 E lake ave

City: Watsonville **County:** Santa Cruz

School: Pacific Grove High School **Teacher/ Class or Club:** Girls Varsity Soccer **Grade:** 9-12

School Departure Time: 2 p.m. **Pickup Time from Place of Activity:** 5 p.m.

Name(s) of Employee(s) Accompanying Students: Frank Giraldo Jeanne Giraldo

Number of Adults: 2 **Number of Students:** 22
(Total Chaperones)

Description of Activity/ Educational Objective: League game

List All Stops: St. Francis 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. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (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: Chris Morgan Chris Morgan **Date:** 11/13/2023
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M Garcia **Date:** 12/20/2023

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

Cost of Activity: \$ 0 + **Cost of Transportation:** \$ 672.50 + **Cost of Substitute:** \$ _____ = **Total Cost (Est):** \$ 672.50

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

Account Code: Athletics

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 11/13/2023 **Transportation Available:** Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson **Date:** 12/20/2023

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: 1/23/2024 Day of Activity: Tuesday

Activity Name/ Location: Girls basketball @ watsonville Address: 250 East Beach St

City: watsonville County: Santa Cruz

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

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

Name(s) of Employee(s) Accompanying Students: Marquis Pickrom Anthony Hannah

Number of Adults: 2 Number of Students: 20
(Total Chaperones)

Description of Activity/ Educational Objective: Girls basketball league game

List All Stops: Watsonville 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. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (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: Chris Morgan Chris Morgan Date: 11/07/2023
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito Garcia Date: 12/21/2023

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

Cost of Activity: \$ 0 + Cost of Transportation: \$ 753.75 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ _____

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

Account Code: Athletics

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 11/13/2023 Transportation Available: Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 12/20/2023

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: 2/7/2024 Day of Activity: Wednesday

Activity Name/ Location: Morgan Hill sports complex Address: 16500 Condit Rd

City: Morgan Hill County: Santa Clara

School: Pacific Grove High School Teacher/ Class or Club: Boys Varsity Soccer Grade: 9-12

School Departure Time: 1 p.m. Pickup Time from Place of Activity: 5 p.m.

Name(s) of Employee(s) Accompanying Students: Cody Nordstrom Alex Lowen

Number of Adults: 2 Number of Students: 21

(Total Chaperones)

Description of Activity/ Educational Objective: Boys Varsity Soccer League game

List All Stops: Morgan Hill Sports Complex

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. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (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: Chris Morgan Chris Morgan Date: 11/13/2023
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M Garcia Date: 12/20/2023

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

Cost of Activity: \$ 0 + Cost of Transportation: \$ 737.50 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 737.50

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

Account Code: Athletics

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 11/13/2023 Transportation Available: Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 12/20/2023

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

- 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: Review of Legal Fees for July 2023 – October 2023

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review legal fees expended from July 1, 2023, through October 31, 2023.

BACKGROUND:

Pacific Grove USD has been utilizing legal services from the law firm of Lozano Smith for many years.

INFORMATION:

The Board has requested a review of legal costs and fees expended for the school year. The spreadsheet has a breakdown of these general categories:

- General Student fees & costs
- General Labor & Employment fees
- Mandated cost
- Special Education Fees & Costs
- General Board governance fees & costs
- General Facilities and Business fees & costs
- Employee Matter costs

Details of names and descriptions are redacted to provide confidentiality and privacy.

FISCAL IMPACT:

As of October 31, 2023, the District has paid \$238,893.50 in legal costs and fees for the 2023/24 school year to the Lozano Smith Legal firm.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2023-2024 Lozano Smith Legal Fees
For Period: 7/1/2023 to 10/31/2023

Description of Expense	July	August	September	October	2023-24 YTD
General Student Fees	641.25	7,445.62	19,237.51	12,356.18	39,680.56
General Student Costs	-	120.89	34.61	0.50	156.00
General Labor & Employment Fees	6,224.40	7,552.48	3,277.50	6,697.50	23,751.88
General Labor & Employment Costs	-	16.64	9.83	7.75	34.22
General Legal Matters Fees	5,379.39	1,496.27	4,061.22	3,811.88	14,748.76
General Legal Matters Costs	-	13.89	-	2,840.25	2,854.14
General Board Governance Fees	-	71.25	-	2,940.22	3,011.47
General Board Governance Costs	-	5.25	-	3.50	8.75
General Facilities and Business Fees	-	-	4,061.26	1,460.63	5,521.89
General Facilities and Business Costs	-	-	-	1.00	1.00
General Litigation Fees	-	213.75	641.24	498.75	1,353.74
General Litigation Costs	-	-	-	-	-
General Technology Fees	-	-	-	-	-
General Technology Costs	-	-	-	-	-
General Public Finance Fees	-	-	-	-	-
General Public Records Act Fees	1,345.20	-	-	476.43	1,821.63
General Public Records Act Costs	1.00	-	-	-	1.00
Mandated Cost: Labor Issues Fees	-	-	35.63	1,318.12	1,353.75
Mandated Cost: Labor Issues Costs	-	-	-	-	-
Mandated Cost: Brown Act Agenda Prep Fees	142.50	819.38	213.75	1,104.37	2,280.00
Mandated Cost: Brown Act Agenda Prep Costs	-	-	-	-	-
Mandated Cost: Public Records Act Fees	2,407.78	142.50	476.43	1,460.62	4,487.33
Mandated Cost: Public Records Act Costs	2.25	-	-	1.25	3.50
Special Education Matters Fees	1,415.96	6,984.40	3,560.13	1,835.89	13,796.38
Special Education Matters Costs	5.75	0.25	9.76	1.00	16.76
Student Residency Fees	-	-	-	-	-
Student Residency Costs	-	-	-	-	-
Student Discipline Fees	-	-	-	-	-
Student Discipline Costs	-	-	-	-	-
Student 1 - Special Education Fees	62,020.28	4,414.18	254.60	-	66,689.06
Student 1 - Special Education Costs	415.05	122.08	13.88	-	551.01
Student 2 - Special Education Fees	-	-	-	-	-
Student 2 - Special Education Costs	37.94	-	-	-	37.94
Student 3 - Special Education Fees	-	8,084.50	7,888.80	-	15,973.30
Student 3 - Special Education Costs	-	40.75	21.50	26.98	89.23
Employee Matter #1 Fees	9,660.54	4,326.77	-	-	13,987.31
Employee Matter #1 Costs	19,778.00	-	2,153.50	-	21,931.50
Employee Matter #2 v. PGUSD Fees	18.52	-	-	-	18.52
Employee Matter #2 v. PGUSD Costs	-	-	-	-	-
SPLIT-CSEA Juneteenth Claims Fees	-	2.54	24.94	3.29	30.77
SPLIT-CSEA Juneteenth Claims Costs	-	0.75	0.26	1.15	2.16
Leadership, Development, Mentoring & Training Fees	-	2,071.00	-	-	2,071.00
Leadership, Development, Mentoring & Training Costs	-	247.59	-	-	247.59
Strategic Planning & Department Advancement Fees	190.00	-	-	-	190.00
Strategic Planning & Department Advancement Costs	-	-	-	-	-
Staff Professional Development Fees	-	-	551.00	1,273.00	1,824.00
Staff Professional Development Costs	-	-	-	260.47	260.47
Grievance Fees	106.88	-	-	-	106.88
Total Fees+workshop, empl matter, gen pub finance	89,552.70	43,624.64	44,284.01	35,236.88	212,698.23
Total Costs	20,239.99	568.09	2,243.34	3,143.85	26,195.27
Grand Total	\$ 109,792.69	\$ 44,192.73	\$ 46,527.35	\$ 38,380.73	\$ 238,893.50

Fees = attorney fees
Costs = mileage, copying, etc

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

- Consent
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- Public Hearing

SUBJECT: Personnel Report

DATE: January 11, 2024

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

RECOMMENDATION:

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

BACKGROUND:

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

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

INFORMATION:

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

FISCAL IMPACT:

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CERTIFICATED
January 11, 2024

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Gonzales, Lorraine	Special Ed Teacher	1.0	ADE	Retirement	6/28/24
Goldfinch, Becky	Special Ed Teacher	1.0	PGHS	Retirement	6/30/24
Morgan, Ronald	Athletic Director	1.0	PGHS	Retirement	5/31/24
Jones, David	Teacher	1.0	RHD	Retirement	5/31/24
Hiserman, Mary	Teacher	1.0	RHD	Retirement	5/31/24
Beron, Diane	PG State Preschool Teacher	1.0	ADE	Retirement	5/31/24
Mahr, Moira	Teacher	1.0	PGMS	Retirement	5/31/24
Paris, Kristin	Counselor	1.0	PGHS	Retirement	6/30/24
Afifi, Marc	Teacher	1.0	PGHS	Retirement	6/30/24
McCarty, Shannon	Teacher	1.0	FGE	Retirement	6/1/24
Yant, Katheryn	Teacher	1.0	FGE	Retirement	6/30/24
Garcia, Lito	Principal	1.0	PGHS	Retirement	6/22/24

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CLASSIFIED
January 11, 2024

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Erickson, Jeff	BASRP Coordinator/Leader	1.0	District	Prob	12/18/23
Villegas, Lucero	Executive Assistant to Superintendent	Various	D.O	Substitute	12/15/23

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Weddington, Laurie	SpEd Instructional Assistant	.8125	PGHS	Retirement	6/30/24
Kumar, Prakash	Instructional Assistant	.75	PG State Preschool	Retirement	7/31/24
Radcliffe, Heather	Instructional Assistant	1.0	ADE CDC	Resignation	3/01/24
Asignacion, Ireneo	Custodian II	1.0	ADE	Retirement	6/30/24
Cochran, Robin	Clerk III	.875	PGMS	Retirement	6/7/24
Torres, Efren	Gounds	1.0	DO	Retirement	6/30/24
Light, Janet	College and Career Technician	.75	PGHS	Retirement	6/10/24
Ushakoff, Shirley	Library Media Tech	.50	PGHS	Retirement	6/29/24
Ushakoff, Shirley	Instructional Assistant	.375	FGE	Retirement	6/29/24
Soria, Miguel	Custodian	1.0	PGHS	Retirement	6/30/24
Howell, Robert	Campus Supervisor	.875	PGHS	Retirement	6/30/24
Ilagan, Rodrigo	Custodian II	1.0	PGMS	Retirement	6/30/24

- 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: CCGI Data Sharing and Services Agreement

DATE: December 21, 2023

PERSON(S) RESPONSIBLE: Lawrence Haggquist, PGHS Assistant Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Data Sharing and Services Agreement with the California College Guidance Initiative (CCGI)

BACKGROUND:

CCGI will provide a college and career planning service at no cost that will replace programs like Naviance and MajorClarity, programs the district has used in the past for similar services. This will be an ongoing service with no annual subscription costs associated?

INFORMATION:

CCGI is an equity driven platform designed with the intent to provide more students access to college and career options. Through this data sharing agreement, “gaps between systems” will be eliminated, and PGHS transcripts will more seamlessly coordinate with California State University, University of California, California Community Colleges, and the California Student Aid Commission systems. CCGI’s ability to align standards and practices between systems helps take the burden of navigating these systems away from students. The CCGI platform will help to streamline the college and financial aid application process, A-G eligibility tracking, career planning, and more.

Within PGUSD, the Director of Ed Tech is the “data lead” on the project and a high school guidance counselor is the course management portal (CMP) lead. It will take approximately 6 months to extract the necessary student information from Synergy, coordinate with CCGI, and prepare the PGHS system for launch. We hope to have CCGI in place for students by next fall.

FISCAL IMPACT:

No fiscal impact



DATA SHARING AND SERVICES AGREEMENT

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:

The California College Guidance Initiative

And

PACIFIC GROVE UNIFIED DISTRICT

Agreement No. 00008537

This Data Sharing and Services Agreement (“Agreement”) is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization ("Foundation"), on behalf of the California College Guidance Initiative ("CCGI"), and the **PACIFIC GROVE UNIFIED DISTRICT** (“District”), to set forth the roles and responsibilities of the Parties related to District’s uploading of its students Education Records to www.CaliforniaColleges.edu or hereinafter ("CaliforniaColleges Website") and Foundation’s provision of account support services on the CaliforniaColleges Website.

I. RECITALS

WHEREAS, Foundation is the official nonprofit organization supporting the California Community College Chancellor's Office and the California Community Colleges Board of Governors and its mission to benefit, support and enhance the California Community College system;

WHEREAS, CCGI is operated by the Foundation on behalf of the State of California, in order to ensure the awareness and utilization of online planning tools in K-12 districts and systematic baseline guidance and support for 6th-12th grade students as they plan, prepare and finance college;

WHEREAS, CCGI’s tools and services constitute the K-12 student, family and educator facing tools for college planning and transition under California’s Cradle to Career Data System, and are codified in Ed Code Section 60900.5;

WHEREAS, CCGI is the State of California’s official provider of technical assistance regarding a-g course alignment to the Course Management Portal and to provide a one stop platform for college planning;

WHEREAS, CCGI is authorized and funded by the state to provide these services to all K-12 districts serving 6th-12th grade students, free of charge;

WHEREAS, CCGI transmits student transcript data across institutions to help inform admissions, enrollment, placement, guidance and financial aid at institutions of higher education;

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”), 34 CFR §99.31(a)(1)(i)(B) and the California Education Code, §49076 (a)(2)(G), allow District to disclose student data to Foundation, without parental consent, in order to provide services to District that District otherwise could have provided with its own employees; and

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of the Parties related to District’s uploading of Education Records to the CaliforniaColleges Website and Foundation’s provision of technical assistance and account support services on the CaliforniaColleges Website.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purpose stated below.

II. DEFINITIONS

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

“Agreement” shall have the meaning set forth in the preamble above and includes all exhibits (see below), schedules and other attachments hereto, as each may be amended in a writing signed by both Parties from time to time.

Exhibit A: Data Privacy and Security Addendum Exhibit B: Data File Technical Specifications

“Business Day” shall mean a Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California are authorized by law to remain closed and (ii) those days, not to exceed eleven (11) in any calendar year, which Foundation and/or District treats as a holidays but would otherwise be Business Days.

“Confidential Information” shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as “confidential” or “proprietary” at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.

“CaliforniaColleges Website” shall mean the Internet website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor (“Vendor”) for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate

agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, attached to this Agreement as **Exhibit A**, and herein incorporated by reference. This definition shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets, and interactive television or cable.

“Data Breach” shall mean actual evidence of the loss or unauthorized access to, or unauthorized use of Student Data (as defined below) uploaded to the CaliforniaColleges Website.

“Education Record” shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

“Effective Date” shall have the meaning set forth in Section III.A of this Agreement.

"Eligible Student" shall mean a student who has reached 18 years of age or is attending an institution of postsecondary education.

“Misuse” shall have the meaning as set forth in Section IX.A of this Agreement.

“Party” or “Parties” shall mean either Foundation, on behalf of CCGI, or District, or both.

“Student Data” shall mean any information (a) contained in a student's Education Record maintained by or for the District and provided to the CaliforniaColleges Website by an employee or agent of the District; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent or legal guardian by District. Student Data includes Personally Identifiable Information (defined below). Student Data does not include information created by a student, including, but no limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

“Services” means the services and levels of support offered by Foundation and accepted by District, as described in Section V.D of this Agreement.

“Software” shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally Identifiable Information" or “PII” shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

“System User” shall mean any student or parent whose Student Data are disclosed to the CaliforniaColleges Website by the District or by a student (or parent) who is assigned to use the CaliforniaColleges Website by the District.

Any other capitalized terms used in this Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Agreement, shall have the meaning given to them in this Agreement.

III. TERM AND TERMINATION

A. Term. This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement (“Effective Date”) and will continue until terminated by either party pursuant to Section III(B), (C), or (E). No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

B. Termination for Convenience. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section X of this Agreement at least thirty (30) calendar days in advance of the Termination Date.

C. Termination for Cause. Either party shall have the right to terminate the Agreement immediately upon written notice to the other Party upon the occurrence of a material breach of this Agreement, including a material breach with respect to the any representations and warranties which remain uncured for more than sixty (60) days after the non-breaching Party provides notice of such material breach to the other Party.

D. Handling of Data Following Termination of Agreement

1. Deletion of Data. Education Records provided under the Agreement shall be destroyed by Foundation and Vendor upon termination of this agreement or within thirty (30) days from the date on which District requests destruction of the data or determines that such student data are no longer needed for the purposes of this Agreement. In order to commence the procedure for requesting destruction of Education Records, District shall provide written notice to the Foundation as specified in Section X, requesting destruction of the data. Upon receipt of District’s written notice, the Foundation and Vendor agree to use reasonable commercial efforts to certify within thirty days (30) after the Termination Date that Education Records are no longer retained or accessible to the Foundation and Vendor.

2. Requests for Return of Data to District. In lieu of destruction of Education Records, as provided in Sec. III.D.1, the District may request return of the data. In the event of such a request, the District shall provide thirty days (30) advance written notice to the address listed in Section X of this Agreement to the Foundation. Upon request and notice by District in accordance with this Section III.D.2, Foundation shall provide assistance with the migration and conversion of historical data in a flat file or other format reasonably requested by District and reasonably acceptable to Foundation. District shall be responsible for all costs and expenses associated with such requests including but not limited to costs for migration and data conversion and shall otherwise cooperate with Foundation to transfer such data to the District.

3. Retention of Student Data by the System User after Termination. The Parties acknowledge and agree that the requirements provided in Section III.D.1 shall not apply to Student Data if the

student or the student's parent supplied such Student Data to CaliforniaColleges Website and elects upon termination of the Agreement to continue to maintain a personal account with Foundation: (1) for the purpose of storing their individual data; (2) in the event the student or parent elects to retain their data in the CCGI Program for purposes of continuing to obtain the benefits of participation in the CCGI Program.

- E. Termination for Funding Contingency:** It is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing District with written notice of termination in accordance with Section X of this Agreement at least fifteen (15) calendar days in advance of the Termination Date.

IV. DISTRICT RESPONSIBILITIES

A. Data Sharing

1. District shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit A**.
2. District shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a District high school.
3. District agrees to verify accuracy of courses entered by District into the University of California (“UC”) Course Management Portal at the UC Office of the President.
4. District agrees to upload Education Records, in accordance with the **Data File Technical Specifications**, attached as **Exhibit B** to this Agreement, and hereby incorporated by reference.

B. Implementation

1. District shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.
2. District agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all System Users.
3. District agrees to identify a Point of Contact (POC) to (1) assist the Foundation during implementation phase including providing any necessary support to Vendor; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.

V. FOUNDATION RESPONSIBILITIES

- A. Data Ownership.** Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Compliance with Laws. Foundation shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit A**.

C. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by Vendor. All service level support for the CaliforniaColleges Website is provided directly by Vendor. Districts should reach out to [Contact Us](#) in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

D. Scope of Services. “Services” means the enhanced services and levels of support offered by Foundation under this Agreement or on the CaliforniaColleges Website that are only possible when students’ transcript data is uploaded to their accounts.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the District to ensure the data is properly uploaded in CCGI's file format and in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Exhibit B** to this Agreement.
2. Education Records and Student Data will be maintained and processed by CCGI on behalf of the District in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission (CSAC), and University of California systems for verified transcript data.
3. Foundation will provide an audit report of District’s a-g course listings in the UC Course Management Portal database to identify discrepancies. Foundation agrees to provide [technical assistance, guidance and support](#) to District staff for purposes of reconciliation of any identified discrepancies.
4. CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Ability for students to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the Course Management Portal at the University of California Office of the President (CMP), and which enables students, their families and educators in their school and District to track application submission.
6. Ability for students to launch their Application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
7. Ability for students to launch their application for admission to the University of California using the UC Application in a manner that tracks submission on the CaliforniaColleges Website.

8. Ability for students to initiate their Free Application for Federal Student Aid (“FAFSA”) from within the CaliforniaColleges.edu, in a manner that allows students, their families and educators at their school site or District to track the launch of this application and which enables CCGI to provide the California Student Aid Commission with information that supports the Cal-grant eligibility determination process.
9. Ability for students to launch additional college and financial aid applications as additional institutions develop articulation agreements with the Foundation, on behalf of CCGI.
10. The following services and supports for participating Local Educational Agencies (“LEA”):
 - a) Technical assistance to support alignment between LEA’s a-g course list in the UC Course Management Portal (“CMP”) and the district Student Information System (“SIS”).
 - b) Training opportunities.
 - c) Implementation planning and support for strategic goal setting.
 - d) User support to respond to student, educator, and/or parent questions or other inquiries.

VI. FEES AND PAYMENT FOR SERVICES

1. Foundation will provide the Services under this Agreement to District free of charge as long as Foundation continues to receive funding from the State of California as part of the Cradle to Career Data System.
2. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation will assess and charge a fee for services provided to the District. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide District with a 90-day notice if funding from the State of California’s is reduced or discontinued.

VII. INTELLECTUAL PROPERTY

A. Data Ownership. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Proprietary Rights and Licenses

1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of Foundation’s related intellectual property rights in the Software. No rights are granted to District hereunder other than as expressly set forth herein.
2. License by District to Use Feedback. District grants to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any

suggestion, enhancement request, recommendation, correction or other feedback provided by District or Users relating to the operation of the Services.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification Obligations of the Parties in the Event of A Data Breach

1. Foundation

- a) Foundation's indemnification obligations under this Section VIII.A.1 of this Agreement shall continue in full force and effect during the Term of this Agreement.
- b) Foundation shall, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that the Loss arises solely from Foundation's loss or unauthorized access or use of Student Data and does not arise as the result of: (1) any Misuse by District as defined in Section IX.A of this Agreement; (2) any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District; or (3) any action or inaction by a System User.
- c) District shall promptly (and in no event more than ten (10) calendar days after District receives notice of a potential or actual Loss) notify Foundation of such Loss that may give rise to an obligation of Foundation under this Section VIII.A.1.
- d) Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.

2. District

- a) District's indemnification obligations under this Section VIII.A.2 of this Agreement shall continue in full force and effect during the Term of this Agreement.
- b) District shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from District's Misuse of the CaliforniaColleges Website or System or any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District

B. Mutual Indemnification. Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement, except as otherwise provided in Section VIII.A above; (b) any breach by Indemnitor of this Agreement. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall

furnish Indemnitees with all related evidence in its control. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

C. Insurance

1. District. At District's sole cost and expense, District will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of District and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. District, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by District and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.

2. Foundation. At Foundation's sole cost and expense, Foundation will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish District with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by District.

IX. GENERAL TERMS AND CONDITIONS

A. Misuse of CaliforniaColleges Website. District acknowledges and agrees that this Section IX.A shall set forth the certain acts which shall either singularly or collectively constitute ("Misuse") under this Agreement. The Parties agree that the below Sections IX.A.1 through IX.A.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Agreement, and which may not otherwise be included in this Section IX.A in Foundation's sole discretion. District agrees that it shall not, nor allow any System Users under the direct control of District to engage in any of the acts as set forth below:

1. Access or use CaliforniaColleges Website in breach of the terms of this Agreement;

2. Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
3. Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;
4. Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or Vendor's ability to provide CaliforniaColleges Website to System Users;
5. Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
6. Engage in any act that would cause Foundation or Vendor's failure in maintaining the integrity of CaliforniaColleges Website;
7. Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the website and impact System Users;
8. Violate the CaliforniaColleges Website Terms of Use, or violate the terms of use for any Foundation or third party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.

B. Confidential Information

1. District and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:
 - a) Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section IX.B;
 - b) Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;
 - c) Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and

d) Shall remain the property of and be returned to the Discloser or, at the Discloser's election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.

2. The obligations of a Recipient pursuant to this Section IX.B hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient's possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.

3. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

C. Representation, Warranties and Covenants of the Parties

1. Exchange of Information. The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Agreement has been provided to that Party.

2. Compliance with Laws. The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Student Data provided by any System User.

3. Relationship of the Parties. Foundation is acting as an independent non-profit organization to facilitate the Services under this Agreement for the purposes as set forth in the Recitals. Foundation is neither an employee, subcontractor, nor an agent of District. Foundation shall have no right or authority to enter into agreements on behalf of or otherwise bind, District, and District shall have no right to enter into agreements or otherwise bind Foundation.

4. Due Authorization. Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Agreement and to perform its obligations herein; (ii) the execution and delivery of this Agreement by such Party and the consummation of the

transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this Agreement constitutes a valid, legally binding Agreement of such Party, enforceable against such Party in accordance with its terms.

5. Other Instruments. Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of, or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

6. Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Partnership Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

D. Disclaimer of Warranties. FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR VENDOR HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISTRICT ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET DISTRICT'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

E. Limitations of Liability. IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DISTRICT'S MISUSE OF THE CALIFORNIA COLLEGES WEBSITE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT

FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE DISTRICT'S DIRECT DAMAGES, ACTUALLY INCURRED. NOTWITHSTANDING THE FOREGOING, FOUNDATION'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY FOUNDATION IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPROCESSING APPLICABLE DATA OR REPERFORMING THE SERVICES. FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. DISTRICT ACKNOWLEDGES THAT FOUNDATION HAS SET ITS FEES, IF ANY, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

F. Mutual Audit Rights of the Parties. The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length and terms of such audits in good faith between each Party's representatives.

G. Independent Status. Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of District.

H. Waiver. No verbal or implied waiver of any breach of any provisions of this Partnership Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

I. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this

Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

K. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and District regarding such subject matter.

L. Construction of Partnership Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

M. Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

N. Survival. Sections II, III.D, IV.A-B, V.A-D, VI, VII.A-B, VIII.A-C, and IX.A-O of this Agreement shall survive Termination of the Partnership Agreement.

O. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

X. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

CCGI:

Name: Contracts Manager

Email: ccgicontracts@californiacolleges.edu

Mailing Address:

Foundation for California Community Colleges

Attn: Contracts Department

1102 Q Street, Suite 4800

Sacramento, CA 95811

DISTRICT:

Name: Larry Haggquist

Email: lhaggquist@pgusd.org

Mailing Address:

Pacific Grove Unified School District

435 Hillcrest Avenue

Pacific Grove, CA 93950

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT	FOUNDATION
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
DISTRICT <i>(if second signature required)</i>	FOUNDATION
By: _____	By: _____ N/A
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

DATA PRIVACY AND SECURITY ADDENDUM

The purpose of this addendum is to provide a more detailed review of federal and state data privacy and security compliance measures that apply to this Agreement, specifically addressing the requirements of the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act of 1998 (“COPPA”), California Education Code Section 49073.1, commonly referred to as California Assembly Bill 1584 (or “AB 1584”), and California Business and Professions Code Section 22584, commonly referred to as the “Student Online Personal Information Protection Act” (or “SOPIPA”) or “SB 1177”.

The Foundation for California Community Colleges (“Foundation”), on behalf of its fiscally sponsored project, the California College Guidance Initiative (“CCGI”), receives public funding via the state of California, for the purpose of developing, operating, and maintaining the CaliforniaColleges Website (as defined in the Agreement). Foundation, on behalf of CCGI, sub-contracts with a third party vendor (“Vendor”) to perform the development, operation, and maintenance work. Foundation staff perform data analysis, district support, and serve as the direct point of contact for CaliforniaColleges Website users, as well as managing data sharing relationships and technological articulations with institutions of higher education and financial aid providers.

Foundation Contact for Data Privacy and Security Inquiries

Fowzy Shacker
Chief Technology Officer
California College Guidance Initiative
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
(408) 910-0253
Fshacker@californiacolleges.edu

Vendor Contacts for Data Privacy and Security Inquiries

Satish Mirle
Chief Executive Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408) 332-1534
satish@maialearning.com

Barry Coleman
Chief Technology Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408)718-9636
Barry@maialearning.com

I. DATA COLLECTION

- A. Foundation, on behalf of CCGI, collects the following information from Districts and/or directly from System Users:
 - 1. Via district-wide electronic transcript file:
 - a) School demographic data
 - b) Student demographic data
 - c) Student course data
 - d) Student test data
 - e) Student ethnicity data
 - 2. Via district-wide electronic course catalog file:
 - a) Course data
 - 3. Via CaliforniaColleges.edu:
 - a) Student-generated data resulting from college and career planning activities like college lists, career lists, major lists, and career assessment results.
- B. As indicated in the Agreement, Education Records, including Student Data, collected from the District continue to be the property of and under the control of the District.
- C. A parent, legal guardian, or Eligible Student must contact District to correct any erroneous information that was uploaded by District into a CaliforniaColleges Website account, as the District is responsible for verifying the accuracy of its Student's Data. Upon receipt of a request to amend erroneous information uploaded by District, District shall notify Foundation and provide to the Foundation an amended transcript file with the correct information. Upon receipt of the amended transcript file, Foundation through Vendor shall upload the amended transcript file within a commercially reasonable time.
- D. Upon termination of this Agreement, System Users will be provided notification and instructions on steps to take in order to retain possession and control of their own student-generated data, if applicable.
- E. Unless a System User elects to maintain their CaliforniaColleges Website account beyond the Term of this Agreement, any Student Data uploaded by District will not be retained or available to Foundation or any third party upon termination of this Agreement.

II. DATA USE

- A. The information listed above is used to create student portfolios on the CaliforniaColleges Website for use in college and career planning and guidance activities.
- B. Education Records, including Student Data, may only be used as specifically required or permitted by this Agreement.
- C. Foundation shall not sell, use or permit any third party to use Student Data, including PII, for commercial purposes or for targeted advertising.

III. WHO HAS ACCESS TO DATA (AUTHORIZED DISCLOSURE)

- A. The information from student's portfolios is only disclosed to the officials or employees of the following groups who have a legitimate interest in the information for purposes consistent with this Agreement:
1. Foundation (collects and maintains Student Data)
 2. Vendor (maintains Student Data)
 3. CaliforniaColleges Website and FTP infrastructure (will not access or use content for any purpose other than as legally required and for maintaining services, and will not directly process or access content)
 4. Any College or College System to which a System User has applied for admission (can be provided Student Data for the purposes of admission, enrollment, matriculation, placement, and supportive services)
 5. System-wide Offices of Educational Segments in California and their employees, contractors, and vendors with a legitimate educational interest in the data for the purpose of performing longitudinal analysis.
 6. Any Financial Aid Organization to which a System User has applied for aid, or with whom the District has legally shared Student Data under California law, including, but not limited to, the California Student Aid Commission ("CSAC").
 - a) Under California Education Code §69432.9 Districts are generally required to provide and verify their student's grade point average to the CSAC for the Cal Grant Program application. The Foundation, on behalf of CCGI, may provide PII to CSAC to support CSAC's data matching process by providing CSAC data elements that help to associate the correct SSID with the student's FAFSA if it is launched via the CaliforniaColleges.edu platform. This data matching assistance helps to facilitate the determination of Cal Grant Program eligibility for students who attend and graduate from a District.
 7. The District's County Office of Education for the purpose of assisting in planning or preparing for college or a career, seeking admission to college or financial aid for college, and/or research and analysis to help improve instruction and student success.
 8. If the District is a charter school, Foundation may provide Student Data to District's charter-authorizing entity pursuant to the Charter Schools Act (Education Code section 47600 et seq.)
 9. Foundation may provide Student Data in an aggregated, non-personally identifiable form, to other contracted entities for the purpose of evaluating the impact and effectiveness of the CCGI program or to inform research and evaluation related to state funded grant programs that require participation in CCGI.
 - o If the District is a participant in a grant funded college and/or career readiness collaborative, funded by a state or local agency, in which provision of accounts on CaliforniaColleges.edu is a grant requirement, Foundation may provide Student Data in an aggregated, non-personally identifiable form, to such state and local entities and any collaborative lead agencies for the purpose of evaluating career college

readiness services or streamlining eligibility for services. CCGI will not share District data under this section, unless CCGI and the funding entity have entered into an agreement regarding use and security of District's aggregate, de-identified data.

- Foundation may also provide aggregate level data to California institutions of higher education ("IHE") in order to support IHE's in their outreach, admissions, and placement efforts to drive and improve student outcomes.
- Foundation may also disclose aggregate level data to state agencies including, but not limited to: Cradle to Career Data System, CSAC, and the California Department of Education ("CDE") in order to support inter-segmental cooperation and help identify where information or support can help students to optimize their post-secondary opportunities.

- B. The Parties shall maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Student Data. The Foundation provides data security and privacy training on an annual basis to CCGI staff handling student data. The training covers Federal, State, and Local regulations for maintenance of student data, as well as best practices. All new staff undergo data security and privacy training prior to gaining access to CaliforniaColleges.edu. All data is encrypted both at rest and during transmission using commercially reasonable practices.

IV. UNAUTHORIZED DISCLOSURE

- A. The Foundation agrees to maintain an incident response program for purposes of memorializing Foundation's obligations under applicable law in the event Foundation detects any loss due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon confirmation of a Data Breach, Foundation will notify District in accordance with its obligations under applicable law.
- B. District is responsible for any notices to parents as may be required under applicable law and for providing the parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of the Student Data in question. The Foundation shall cooperate with the District in providing such notices and opportunities to review and challenge the content of the Student Data.
- C. The District agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to student or any other parties for which notification by Foundation may be required under FERPA and any other applicable law.

EXHIBIT B

DATA FILE TECHNICAL SPECIFICATIONS

Exhibit B is included for purposes of more fully describing the Data file and the Data file elements utilized by Foundation for the creation of accounts at www.californiacolleges.edu and to provide transparency with respect to the population of the System Users' plans of study with enrolled and completed courses. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Technical Specifications may be iterated over time and additional optional fields may be added to the Data File Technical Specifications.

Refer to the following file specs:

[Student Template](#)

[Course Grade Template](#)

[Test Grade Template](#)

[Course Catalog Template](#)

[Manifest File Overview](#)

[High School Graduate Template](#) - Sent at the End of Year only

District agrees to provide a centralized upload (not school site by school site) of Education Records from the local SIS system into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with district's Student Information System provider, data may alternatively be shared via said API. Files shall minimally be uploaded on a monthly basis, though a weekly upload frequency is strongly recommended in order to ensure alignment between the districts SIS and data as displayed on CaliforniaColleges.edu and as passed to higher education systems. Should there be a delay in data uploads that renders data potentially damaging to students, or that prevents usage of the CaliforniaColleges.edu platform, CCGI reserves the right to revert to the use of CalPADS data to inform basic accounts for all students in the district until such time as a new file from the district has been received. CCGI shall not take this action without providing the District with thirty (30) days written notice.

In order to ensure that student accounts are populated with current and accurate data, the district must provide uploads:

- 1) Phase I data file (at minimum, school demographic information and student demographic information)
 - a. Several weeks prior to the first week of school to ensure that student accounts can be auto-generated and used by educators for training purposes
- 2) Phase II data file (complete electronic transcript file)
 - a. At the start of the school year
 - b. Immediately preceding the CSU and UC Application period (currently October 1-November 30)
 - c. At the end of each term, once grades have posted
 - d. Immediately preceding the district course scheduling period
 - e. At the end of the school year, once final grades have posted and seniors have graduated

The upload protocol is as follows:

- a) Review all data specifications with Foundation/CCGI team for Phase 1 data files (at minimum, school demographic information and student demographic information)

- b) Prepare and upload Phase 1 data files
- c) Make any necessary corrections to Phase 1 data files to meet upload requirements
- d) Conduct final review of testing on test site to ensure accuracy of Phase 1 upload
- e) Review all data specifications with CCGI team for Phase 2 data files (complete electronic transcript file)
- f) Prepare and upload Phase 2 data files
- g) Make any necessary corrections to Phase 2 data files to meet upload requirements
- h) Conduct final review of data on test site to ensure accuracy of Phase 2 upload

- 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 EL Education

DATE: January 11, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with EL Education to provide professional development to our English language arts elementary pilot team.

BACKGROUND:

Pacific Grove Unified School District is currently piloting English Language Arts programs for grades 3-5. One of the programs that the elementary team chose to pilot is EL Education. This pilot launch professional development is a necessary component of the program.

INFORMATION:

EL Education is a non-profit company that produces curriculum for grades K-12. Their English Language Arts curriculum received the highest ratings from Educational Reports. All the EL Education curriculum is available online. The PGUSD pilot team chose to pilot this curriculum because of the high interest reading materials and social emotional learning supports present in the program. The grades 3-5 curriculum emphasizes hands-on learning experiences rooted in the science of learning. Members of the public interested in reviewing the materials can do so at <https://eleducation.org/>.

FISCAL IMPACT:

The contract is for six hours of professional development to be delivered on January 12, 2024. The \$4,925 cost will be paid out of the curriculum department's professional development budget.

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

CONSULTANT EL Education

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman

FUNDING SOURCE Textbook Funds

AGREEMENT TOTAL AMOUNT \$4,925.00

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 **EL 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 **Professional Development or Elementary ELA curriculum pilot**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Professional Development**.
2. **Term.** Consultant shall commence providing services under this Agreement on **January 12, 2024**, and will diligently perform as required and complete performance by **1/12/2024**.
3. **Compensation.** District agrees to pay **\$4,925.00** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$4,925.00** 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

Consultant

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

Name: EL Education
Address: 247 W 35th Street, Suite 800
City/State/Zip: New York, NY 10001
Business Phone: 212-239-4455
Email (Optional): kuhinck@eleducation.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: Non-profit

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: Buck Roggeman

Title: Director of Curriculum & Special Projects

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

**Public Notice
Regarding:**

Energy Services Agreement with ABM Building Solutions, LLC
For the Installation of Certain Energy Savings Measures on Property of the District

NOTICE IS HEREBY GIVEN that on January 11, 2024, or as soon thereafter as practicable, at a regularly scheduled public meeting of the Governing Board of the Pacific Grove Unified School District, which will be held at Pacific Grove USD Boardroom in Pacific Grove, CA, the Governing Board will consider entering into an energy services agreement with ABM Infrastructure Solutions, LLC for the installation of certain energy savings measures on property of the District.

At said meeting, the Governing Board will hold a public hearing, and consider a resolution to adopt findings required by Government Code section 4217.12 regarding anticipated energy cost savings and other benefits the District may receive if the Board decides to enter into the energy services agreement.

The resolution, agreement and supporting documents will be included with the Governing Board's regular public agenda for the January 11, 2024 meeting.

Posted December 28, 2023

**BEFORE THE GOVERNING BOARD
OF THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT
MONTEREY COUNTY, CALIFORNIA**

**RESOLUTION NO. 1118
RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS; AUTHORIZING
INSTALLATION OF ENERGY CONSERVATION MEASURES; APPROVING
ENERGY SERVICES AGREEMENT; AND AUTHORIZING EXEMPTION FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, the Pacific Grove Unified School District (“District”) desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, the District proposes to enter into an energy services agreement and related contract documents (“Energy Services Agreement”) with ABM Building Solutions, LCC (“Contractor), pursuant to which Contractor will design, construct, and install on District property certain energy saving improvements consisting of HVAC units, lighting retrofits, and other energy conservation measures which will result in greater energy efficiency and cost savings for the District sites on which such facilities are located on (“Project”); and

WHEREAS, the sites where such energy saving improvements will be located are:

1. Pacific Grove High School
2. Pacific Grove Community High School
3. Pacific Grove Adult School
4. Pacific Grove Middle School
5. Forest Grove Elementary School
6. Robert Down Elementary School
7. District Office; and

WHEREAS, Contractor, has provided the District with analysis showing the benefits of implementing certain energy conservation measures in the District (“Analysis”), which is attached hereto as **Exhibit A** and made part hereof by this reference; and

WHEREAS, **Exhibit A** includes data showing that the anticipated cost to the District for the electrical energy provided by the Project will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of such measures; and

WHEREAS, the Board proposes to enter into the Energy Services Agreement substantially in the form presented at this meeting, subject to such changes, insertions, or omissions as the Superintendent reasonably deems necessary following the Board’s adoption of this Resolution; and

WHEREAS, pursuant to Government Code section 4217.12, this Board has held a public hearing, public notice of which was given (2) two weeks in advance, to receive public comment; and

WHEREAS, the proposed Energy Services Agreement is in the best interests of the District; and

WHEREAS, the District’s proposed approval of the Energy Services Agreement is a “Project” for purposes of the California Environmental Quality Act (“CEQA”); and

WHEREAS, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 (“State CEQA Guidelines”), exempt certain projects from further CEQA evaluation, including the following: (1) projects consisting of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing use (“Class 1 Exemption”; Cal. Code Regs., tit. 14, § 15301); (2) projects consisting of the new construction or conversion of small structures (“Class 3 Exemption”; Cal. Code Regs., tit. 14, § 15303); (3) projects consisting of the construction or placement of minor accessory structures to existing facilities (“Class 11 Exemption”; Cal. Code Regs., tit. 14, § 15311); and (4) projects consisting of minor additions to existing schools (“Class 14 Exemption”; Cal. Code Regs., tit. 14, § 15314), and the Project is categorically exempt under one or more of such exemptions; and

WHEREAS, the Project does not involve any of the following and so are eligible for a categorical exemption as described above under CEQA Guidelines section 15300.2:

- (a) the cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- (e) a project which may cause a substantial adverse change in the significance of a historical resource; and

NOW, THEREFORE, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The terms of the Energy Services Agreement in the form presented at this meeting are in the best interests of the District.

2. In accordance with Government Code section 4217.12, and based on data provided in Exhibit A, the Board finds that the anticipated cost to the District for electrical energy provided by the Project under the Energy Services Agreement will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases.

3. The Board hereby approves the Energy Services Agreement, in accordance with Government Code section 4217.12.

4. The District's Superintendent or designee is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Energy Services Agreement as she reasonably deems necessary, and thereafter to execute and deliver the Energy Services Agreement following the Board's adoption of this Resolution. The District's Superintendent or designee is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and said agreements.

5. The Project is hereby found to be exempt from the requirements of CEQA pursuant to the Class 1, Class 11, and Class 14 Exemptions as described above.

6. District staff are hereby authorized and directed to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the CEQA Guidelines, and the findings set forth in this Resolution.

The foregoing Resolution was adopted at a meeting of the Governing Board of the Pacific Grove Unified School District on _____, 20__, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Education

ATTEST:

Clerk, Board of Education

EXHIBIT A

The financial analysis below shows the cost savings and funding for the ABM Agreement. The total project cost is to be funded with District facility funds. As shown below, the total projected utility savings, maintenance reallocation, and capital contributions exceed the cost of the project over the useful fifteen (15) year life of the proposed improvements.

Financial Summary:

Based on current energy rates, the guaranteed energy savings for Year 1 are \$85,688.

The energy savings and maintenance reallocation are escalated 9% annually starting with Year 2. The total energy savings for the 15-year term are \$2,515,878. The total project cost is \$5,666,485. Below is a table that illustrates the project funding. The annual energy savings are guaranteed over the 15-year term of the agreement.

<u>Years</u>	<u>Annual Energy Savings</u>	<u>Maintenance Reallocation</u>	<u>Cost Avoidance</u>	<u>Total Funding</u>
1	\$85,688	\$21,450	\$169,432	\$276,570
2	\$93,400	\$23,381	\$169,432	\$286,212
3	\$101,806	\$25,485	\$169,432	\$296,723
4	\$110,968	\$27,778	\$169,432	\$308,179
5	\$120,956	\$30,278	\$169,432	\$320,666
6	\$131,842	\$33,003	\$169,432	\$334,277
7	\$143,707	\$35,974	\$169,432	\$349,113
8	\$156,641	\$39,211	\$169,432	\$365,284
9	\$170,739	\$42,740	\$169,432	\$382,911
10	\$186,105	\$46,587	\$169,432	\$402,124
11	\$202,855	\$50,780	\$169,432	\$423,067
12	\$221,112	\$55,350	\$169,432	\$445,894
13	\$241,012	\$60,332	\$169,432	\$470,775
14	\$262,703	\$65,762	\$169,432	\$497,896
15	\$286,346	\$71,680	\$169,432	\$527,458
Totals	\$2,515,878	\$629,792	\$2,541,480	\$5,687,150

- 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 Resolution # 1117 Authorizing State Preschool Contract

DATE: January 11, 2024

PERSON(S) RESPONSIBLE: Barbara Martinez, Principal

RECOMMENDATION:

The District Administration recommends that the Board approve Board Resolution #1117 which will allow the District to continue to offer the State Preschool Program for the 2024-2025 school year, subject to ongoing review to verify that program expenses are within the amount as approved by the board.

BACKGROUND:

For many years, the District has participated in the State Preschool Program, offering preschool opportunities to students whose families meet the income eligibility requirements. In order to continue participation in this program, the Board must approve this Resolution and authorize this contract.

INFORMATION:

The Child Development Fund, Fund 12 supports the State Preschool program and the Before and After School Program (BASRP). The State funding for the State preschool program has not been and will not be sufficient to fully support the preschool program within the Child Development fund.

The fees collected to fund BASRP have not been sufficient to fully fund the operating expenses. Board approved contributions from the Unrestricted General Fund- Fund 01 Res 0000 to support the State preschool program and BASRP are as follows:

State Preschool Program \$19,635
BASRP \$17,520 BASRP

For 2024-2025 the estimated contribution is \$37,155. Subject to final reconciliation of staffing costs.

FISCAL IMPACT:

The Maximum Reimbursable Amount (MRA) is \$183,430 in state funding into Fund 12.

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2024–2025. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2024–2025 contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of

authorizes that the person/s listed below, is/are authorized to sign the FY 2024–2025 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S

PASSED AND ADOPTED THIS _____ day of _____ (month year), by the Governing Board of _____ of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of _____, of _____ County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

- | | |
|---|---|
| <input 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: ABM Building Solutions, LLC Construction Agreement

DATE: January 11, 2024

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

RECOMMENDATION:

District Administration recommends the Board review and approve the ABM Building Solutions, LLC Construction Agreement as included in your packet.

BACKGROUND:

The District Administration has been working to develop an actionable plan that moves PGUSD toward district wide efficiency of resources, and the introduction of a higher level of indoor air quality in our schools.

The District initiated a no cost Preliminary Assessment (PA) for all District facilities with the ABM Building Solutions, LLC.

The District then entered into a Board approved Master Development Agreement (MDA) in June 2023 in the amount of \$35,000 to finalize all project scope, fiscal programming and operational cost savings estimates.

The District finalized the work with ABM Group by selecting scope of work that coincides with the Measure D Expenditure Plan and produced the most operational cost savings to PGUSD under Government Code 4217.

INFORMATION:

The District Administration recommends the Board review and approve the construction agreement as presented by ABM Building Solutions, LLC under Government Code 4217 Project procurement.

FISCAL IMPACT:

Fund 21, Measure D Series B - \$5,667,485 Lump Sum Contract

ABM BUILDING SOLUTIONS, LLC		Bundled Energy Solutions Agreement	
Proposal Date	Proposal	Agreement Number	
January 9, 2024		PACIFIC GROVE UNIFIED SCHOOL DISTRICT	
BY AND BETWEEN			
ABM BUILDING SOLUTIONS, LLC	AND	PACIFIC GROVE UNIFIED SCHOOL DISTRICT	
Hereinafter: Contractor		Hereinafter: District	

This Bundled Energy Solutions Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”) by and between the Pacific Grove Unified School District, a public school district duly organized and existing under the laws of the State of California (“District”), and ABM Building Solutions, LLC, a contractor licensed by the State of California (“Contractor”). District and Contractor may each be referred to as “Party” or together as the “Parties” in this Agreement.

- A. WHEREAS, Government Code section 4217.10, et seq., authorizes the District, as a public agency, to enter into an energy services agreement wherein the Contractor provides conservation services to the District from an energy conservation facility on terms that its governing body determines are in the best interest of the District; and
- B. WHEREAS, pursuant to Government Code section 4217.11(d), “conservation services” include electrical, thermal, or other energy savings resulting from conservation measures, which shall be treated as a supply of such energy; and
- C. WHEREAS, through this Agreement, the District desires to contract with Contractor for the engineering, design, and installation of energy conservation measures (“ECMs”) that will result in energy savings to the District and which shall be a supply of energy to the District at the sites as set forth in Exhibit B of this Agreement (the “Work Sites” or “Sites”, and each individually a “Site”), consistent with the terms of Government Code section 4217.10, et seq.; and
- D. WHEREAS Contractor is willing to contract with District for the engineering, design, and installation of such Systems and ECMs; and
- E. WHEREAS, the District’s governing board (“Board”), after holding a hearing at a regularly scheduled public meeting and after having provided two weeks advanced notice of such hearing, has made those findings required by Government Code section 4217.12 for the District to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants hereinafter contained in this Agreement, District and Contractor agree as follows:

Scope of Work. Contractor shall furnish all labor, materials, and equipment needed to perform the project (the “Project”) consisting of the implementation scope of work described in Exhibit B (the “Work” or “Scope of Work”) and to perform the ongoing services described in Exhibits G and I (“Ongoing Services”), as applicable. The Project portion of this Agreement (the “Implementation Phase”) will be substantially complete and ready for District’s Beneficial Use (as defined in this Agreement) within 24 months of issuance of a Notice to Proceed unless the date is extended pursuant to the terms of this Agreement or mutual agreement of the Parties (“Contract Time”). District’s acceptance and obligations hereunder are contingent upon and subject to the District obtaining financing satisfactory to District within thirty (30) days hereof, or pursuant to another timeline as may be mutually agreed in writing by the Parties. Upon timely notification by District to Contractor of the inability to obtain financing satisfactory to District, this Agreement shall be null and void. Otherwise, this Agreement shall become the valid obligations of both Contractor and District and Contractor shall proceed with the Work following District’s issuance of a Notice to Proceed.

The following Exhibits and Attachments are incorporated into this Agreement in their entirety:

1. Exhibit A – General Terms and Conditions
2. Exhibit B – Scope of Work
3. Exhibit C – General Notes
4. Exhibit D – Reserved
5. Exhibit E – Financial Terms and Conditions
6. Exhibit F – Reserved
7. Exhibit G – Guarantee
8. Exhibit H – Delivery and Acceptance Certificate
9. Exhibit I – Ongoing Services
10. Exhibit J – Prevailing Wage Schedule
11. Exhibit K – Change Order

This Agreement is proprietary property of Contractor and is provided for District’s use only, subject to the requirements of applicable law. District shall notify Contractor of any request under applicable open records law and permit Contractor an opportunity to redact and/or respond. Contractor guarantees the Contract Price stated in this Agreement for thirty (30) days from proposal date above. The Agreement will become effective only after approval by District’s governing board and signatures of authorized representatives of District and Contractor below. This Agreement, including all Exhibits and Attachments hereto, (the “Contract Documents”) sets forth all the terms and conditions binding upon the Parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor or District which is not expressed herein.

ABM BUILDING SOLUTIONS, LLC	Pacific Grove Unified School District
Signature (Authorized Representative)	Signature (Authorized Representative)
NAME Bryan Thomas TITLE Senior Vice President	NAME Josh Jorn TITLE Assistant Superintendent, Business Services
Date	Date

Exhibit A General Terms and Conditions

The term “Contractor” shall mean and include the ABM entity from Page One.

The term “District” shall mean and include the Pacific Grove Unified School District.

The term “Agreement” shall mean this Agreement, including all Contract Documents.

1. **Warranty.** Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of 12 months after District’s written acceptance of the Work or any portion thereof, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to District the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of the District for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Contractor agrees to respond to emergency warranty claims of District within 24 hours of call from District. District shall permit only Contractor’s personnel or manufacturer’s agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at District’s request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge District at the hourly rate for such services, only with District’s prior written approval. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. District expressly assumes the risk of, and agrees to hold Contractor harmless from, damage or liability that results from Customer’s selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, that are incompatible with the system installed under this Agreement.

2. **Equipment Quality.** Equipment that is to be replaced shall maintain a high standard of quality. The District shall review and approve all product and manufacturer cut sheets on new equipment that is to be installed. The following shall be a minimum standard of equipment:
 - Controls – Pelican, or equivalent
 - HVAC – Carrier, Bard, or equivalent
 - Lighting – Keystone LED, ESL, or equivalent
 - Generator – Generac, or equivalent
 - Water – Kohler, Zurn, Bemis, Neoperl, Chicago, or equivalent

3. **Performance and Payment Bonds.** Prior to commencing any Work under this Agreement, Contractor shall provide a Performance Bond and Payment Bond each in the full amount of the Contract Price for the implementation Work price as shown on Exhibit E-1. The costs for said bonds shall be included in the Contract Price. The Payment and Performance Bonds shall be issued by a surety company authorized to do business in the State of California, having a financial strength rating by A.M. Best Company of “A -” or better and shall be delivered to District prior to Contractor ordering any materials or requesting any payment under the terms of this Agreement.

4. **Access to Sites.** Subject to the requirements of this Section 4, District shall permit Contractor free and timely access to Sites and equipment and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours; except that no Work will interfere with District's normal business activities. Contractor shall have unrestricted access to the Sites prior to May of 2025 to complete pre-Work and other Work that is not disruptive to the District's normal business activities. Contractor will be provided keys to Sites (to be checked out to Contractor by District) at the beginning of the Project which will allow for access to Sites. All Site access will be coordinated with District Administration so as to not disrupt normal business activities. Contractor, its employees, agents, subcontractors, and consultants ("Contractor Parties") shall comply with all applicable laws and regulations regarding access to and presence on District property or at District Sites, including but not limited to any required background checks and fingerprinting of Contractor or Contractor Parties and rules regarding check-in of persons accessing the Sites. District reserves the right to revoke access privileges for any person employed or contracted by Contractor that District reasonably determines to be disruptive or unsafe, or who violates any District policies or regulations governing activity on District property.
5. **Prevailing Wages.** The prevailing wage determination, if applicable, has been provided by the District and is attached as Exhibit J.
6. **Schedule of Work; Project Meetings.**
 - a. Contractor and District agree that all Work required for the Project, including that of all other contractors and subcontractors for the District, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement of any Work ("Schedule"). Contractor's Schedule shall include a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to District's normal operation as possible. The Schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an equitable extension of Contract Time in the event of an Excusable Delay, as defined below. Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Price (as set forth in Exhibit E-1) in the event of a Compensable Delay, as defined below.
 - b. Contractor shall hold Project meetings with District as needed, but on at least a monthly basis, to review Project design and implementation progress, Schedule, and other Project-related issues. District may request more frequent meetings. District, may require specified subcontractors or other consultants to attend Project meetings. Contractor shall prepare and distribute minutes of Project meetings to District and others in attendance.
7. **Compensable Delay.** Any delay beyond the control and without the fault or negligence of the Contractor resulting from District-caused changes in the Work, differing Site conditions, suspensions of the Work, or other delays caused by the action or inaction of District or others under its control.
8. **Excusable Delay.** Any delay caused by governmental action, or lack thereof; shortages or unavailability of materials; labor disputes (including, but not limited to, strikes, slowdowns, job actions, picketing and/or secondary boycotts); fire or other casualty; delays in transportation; acts of God; directives or requests by any governmental entity, authority, agency or department; any court

or administrative orders or regulations; acts of declared or undeclared war, acts of terrorism, public disorder, riot or civil commotion; or by anything else beyond the reasonable control of Contractor.

9. **Concealed or Unknown Conditions.** If concealed or unknown physical conditions are encountered at the Sites that differ from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contractor shall be entitled to an equitable adjustment in the Contract Price and Contract Time to account for any additional costs or time required for completion.
10. **Amendments.** Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-material basis at Contractor's rates then in effect) over the Contract Price stated in Exhibit E-1 and must be approved in advance and in writing by District. District shall not incur any extra costs as a result of any negligent act or omission of Contractor.
11. **Building Structure.** Contractor will not be required to move, replace, or alter any part of any District building structure in the performance of this Agreement except as specifically provided for herein or as mutually agreed in writing by the Parties.
12. **Safety Data Sheets.** District shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.
13. **Notice to Proceed.** The date of the commencement of the Work and date for Final Completion shall be fixed in a Notice to Proceed issued by District. No Work shall be commenced until District issues such Notices to Proceed, which may be done in stages authorizing the commencement of certain Work at various times.
14. **Permits and Approvals.** Unless other specified in this Agreement, Contractor shall be responsible for obtaining all permits, approvals, licenses, and inspections that are required for the Work, including but not limited to those required by the Division of the State Architect (DSA). However, Contractor shall not be liable for any delay related to permits, approvals, licenses, and inspections to the extent that such delay is caused by conditions outside the reasonable control of Contractor. District shall be responsible for payment of all fees and expenses associated with same. District shall provide the necessary assistance to the Contractor for obtaining all permits, approvals, licenses, and certifications required by the Division of the State Architect.

15. **Independent Contractor.** The Contractor undertakes performance of the Work and any Ongoing Services as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the District and the Contractor, or any of the Contractor Parties, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between the District, its agents, officers, employees, representatives, or consultants (“District Parties”) and the Contractor or Contractor Parties. Neither Party shall have the authority to bind or obligate the other as a result of the relationship created hereby. As an independent contractor, the Contractor: (a) shall provide supervision of the Contractor Parties; and (b) agrees to perform all of the Contractor’s obligations under this Agreement in accordance with the Contractor’s own methods subject to compliance with this Agreement. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portion of the Work under the Agreement. Any direction or instruction by the District or any of the District Parties shall be considered to have been given exclusively as evidence of the District’s desire to obtain certain results from the Work and shall in no way affect the Contractor’s status as an independent contractor.

16. **Hazardous Materials.**

Asbestos Containing-Materials and Other Hazardous Materials: Contractor’s obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances or materials, as defined by Federal, State, or local law or regulation (collectively, “Hazardous Materials”) with the sole exception of disposal of light bulbs and ballasts required to be removed as part of a lighting retrofit. In the event such Hazardous Materials are encountered, Contractor’s sole obligation will be to notify the District of the existence of such Hazardous Materials. Contractor shall have the right thereafter to suspend its Work until such Hazardous Materials and the resultant hazards are removed. The Contract Time shall be extended to the extent caused by the suspension.

Environmental Indemnity: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, District shall indemnify and hold harmless Contractor and Contractor’s subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the District’s use, or the storage, release, discharge, handling or presence of Hazardous Materials on, under or about the facility, or the noncompliance with this Section 16.

17. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers’ Compensation insurance with statutory limits and with an employer’s liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and District shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent District is

indemnified herein. Contractor, District and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide District with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided.

18. **Indemnification.** Contractor hereby agrees to indemnify, defend and hold District, its officers, employees, agents, consultants, Board of Education, and members of its Board of Education, harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature (“Claims”), including but not limited to all Claims related to non-compliance with California State law, to the extent caused by the acts, errors, omissions or negligence of Contractor or its agents, employees, consultants or subcontractors relating to the performance of Work or Ongoing Services described in this Agreement to the fullest extent permitted by law, except to the extent such Claims are caused by the negligence or willful misconduct of District. Contractor and District agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement.

19. **Time to Complete and Liquidated Damages.** Time is of the essence in this Agreement. Subject to the Force Majeure, Excusable Delay, and Permits/Approvals Sections of this Agreement, failure to complete the Scope of Work by such date and in the manner provided for by this Agreement by the date for Final Completion (as set forth in the Notice to Proceed), shall subject Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Scope of Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages that the District would suffer in the event of delay include, but are not limited to, loss of the use of the Sites, and the energy savings afforded by the Work at each individual Site, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Scope of Work within the time specified: Three Hundred and Fifty Dollars (\$350.00) for each calendar day by which completion of the Project is delayed beyond the date for Final Completion, to be capped at 2.5% of the total contract value of \$5,666,485. Liquidated damages shall be the District's sole and exclusive remedy for delays. If liquidated damages accrue as described above, District, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all Retention or Progress Payments (as both terms are defined in this Agreement), which would otherwise be or become due to Contractor. If the Retention or withheld Progress Payments are not sufficient to discharge all liabilities of Contractor incurred under this Section 18, Contractor and its sureties shall continue to remain liable to District until all such liabilities are satisfied in full. If District accepts any Work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provisions in this Agreement regarding the date of Final Completion and liquidated damages.

20. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS AND PAYMENT DISPUTES, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY

CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE FEES OWED BY THE DISTRICT UNDER THIS AGREEMENT.

21. **Force Majeure.** Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; pandemic; inability to obtain necessary materials or equipment from normal sources of supply to the extent such liability is unforeseeable; or any other cause not within the reasonable control of the Contractor.
22. **Air Quality.** Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of District's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the Contractor in regard to the indoor air quality or improvement thereto regarding any facility of the District as specifically set forth in this Agreement and any Attachments or Exhibits hereto.

23. Payment & Completion.

Implementation Phase: During the period beginning on the date of execution of this Agreement and continuing through the date of Substantial Completion, Contractor will submit to District its applications for monthly payments (each an "Application for Payment") based on the progress made on the Work through the date on which Contractor submits such Application for Payment, Each such Application for Payment shall provide sufficient detail for District to be able to verify the progress made and the amounts claimed, in District's reasonable discretion. District will make monthly progress payments of undisputed amounts to Contractor in the amounts shown in Exhibit E-1 ("Progress Payments") based on each properly completed Application for Payment. District shall appoint a District Representative who will participate in Acceptance Walks with Contractor upon Contractor's completion of each Technical Category per Pacific Grove Buildings in this Project. For example, when Contractor completes Stadium Lighting (Technical Category) for Pacific Grove High School (Pacific Grove Building), the District's Representative shall participate in an Acceptance Walk with Contractor within a reasonable time of the completion. Acceptance Walks shall be conducted by District and Contractor within five (5) business days of Contractor's formal written request. District shall (within five (5) days of receipt) execute and deliver to Contractor completed forms H-1 (Exhibit H-1) upon Substantial Completion by Contractor of each portion of the Work identified in Exhibit B. A Final Delivery and Acceptance Certificate (Exhibit H-2) shall be executed by District upon Final Completion of all the Work. District shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate. For the purposes of this Agreement the term "Substantial Completion" (also referred to as "Beneficial Use") shall mean that the subject portion of the Work has been demonstrated by Contractor to be operating in a manner consistent with its manufacturer's intended use. Beneficial Use shall not constitute Final Acceptance or acceptance of any part of the Work covered by this Agreement, nor shall Beneficial Use extend the date for Final Completion specified in the Notice to Proceed. For the purposes of this Agreement, the terms "Final Completion" or "Final Acceptance" shall mean that Contractor has fulfilled all of its implementation obligations under this Agreement and the Work

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has been accepted in writing by District. This shall include the completion of all punch list items, required training of District personnel on new equipment and controls, and the submission of all required documentation to District, including but not limited to as-built drawings, operation and maintenance manuals, warranty documentation. and final DSA submittals to the District.

Thirty (30) days after the date of each properly completed Application for Payment from Contractor, District shall pay Contractor 95% of the value of Contractor's work as set forth in each such Application for Payment. The remaining 5% retained ("Retention") shall be held as additional security for the faithful performance by Contractor of all the Work required under this Agreement and shall be paid to Contractor within thirty (30) days after Final Acceptance.

Performance Phase: District shall pay the annual Measurement and Verification (M&V) Fee and Ongoing Services Fee (collectively, the "Performance Period Fee") according to the terms set forth in Exhibit E-2.

Undisputed amounts not paid to Contractor on or before the due dates specified in this Section 21, less any amount subject to Retention or withholding will accrue interest at the rate of the prime interest rate plus four (4) percent for the number of days following the due date until such time as such amount due has been paid in full. The "prime interest rate" will be the "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section.

24. **Ownership of Work.** Ownership of and title to the Work will automatically transfer to the District upon both: (a) the delivery of each such Delivery and Acceptance Certificate by District to Contractor indicating Substantial Completion, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all District's payment obligations to Contractor, excluding disputed amounts and payment obligations related to maintenance or other annual Ongoing Services hereunder. The District shall bear all risk of loss to the Work upon Substantial Completion.

Subject and subordinate to the rights of any financing for the Work, Contractor under this Agreement shall be entitled to all rights, benefits and remedies afforded a secured party under law with respect to the equipment installed pursuant to this Agreement, including but not limited to those under the Uniform Commercial Code, as adopted in the state where the Work is located or any other applicable state ("Code"). Contractor shall retain such security interest in the ECMs, pursuant to this Agreement, for equipment installed hereunder until District shall have accepted the same and title has transferred to District. If requested by Contractor in connection therewith, District agrees to provide to Contractor appropriate financing statements and other documents necessary in order for Contractor and/or any bank, lender or financial institution to which Contractor has assigned any interest in this Agreement, to perfect said subordinate security interest in the ECMs.

25. Termination.

District:

(a) Prior to Final Acceptance. District may terminate this Agreement: if the Contractor commits a material breach of any obligation hereunder which is not remedied within thirty (30) days of written notice specifying such breach.

(b) Performance Phase. After Final Acceptance, District may terminate the Performance Phase Services upon thirty (30) days prior written notice. Upon termination, Contractor shall have no Guarantee Obligations hereunder for any partial Performance Years, nor shall Contractor have an obligation to refund any monthly payments made hereunder through the date of any such early termination and District shall have no obligation to make payments for future months. Upon termination of this Agreement for any reason, the Savings Guarantee shall be null and void and, except for any unpaid sums owed to Contractor, neither Party shall have any further obligations under this Agreement. Contractor will provide a Guarantee Early Termination Letter for documentation purposes. No further activities will be conducted, and no additional Energy Cost Avoidance Reports will be provided. Once terminated, the Guarantee cannot be reinstated in future years.

Contractor:

Contractor shall have the right to terminate this Agreement upon 1) a material breach by District (including a failure to pay any undisputed amounts owed) of this Agreement which remains uncured following thirty (30) days written notice or 2) if District's Premises is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full.

26. **Dispute Resolution.** Any controversy, claim, counterclaim, or dispute between the Parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation. If the mediation fails to resolve the controversy, it shall be finally settled by arbitration held in Monterey County, California with one arbitrator in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state in which the Project is located. Any decision or award of the arbitrator shall be final, binding and conclusive on the Parties to this Agreement. The Parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in any court of competent jurisdiction in Monterey County, California and in connection with such action to compel the laws of that state shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.
27. **No Changes Without Authorization; Change Orders.** There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order or a written directive from District for a minor change in the Work. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Project drawings and specifications unless the same shall have been authorized by and the cost thereof approved in

writing by Change Order or a written directive from District. For purposes of this Agreement, a Change Order is a written instrument (substantially in the form attached hereto as Exhibit K) prepared by District and Contractor stating their agreement to all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Price, if any; and (3) the extent of the adjustment in the Contract Time, if any. Contractor and District intend and expect that Contractor will not submit any Change Order requests during the construction of the Project based upon alleged errors or omissions in the plans, specifications, drawings, or designs for the Project. Rather, the Parties intend and expect that Change Order requests will only be submitted for District-requested changes in the scope of Work of the Project, or for changes in the Work of the Project due to unforeseen conditions at the Site, Excusable Delays, or otherwise in accordance with this Agreement and the Contract Documents.

28. Rebates and Credits.

- a. **Generally:** If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. District will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.
- b. **Carbon Credits.** With regard to Carbon Credits the District:
 - i. acknowledges that the carbon credits generated by, arising from or otherwise created in connection with the Work (the “**Carbon Credits**”) have been considered in assessing the economic feasibility of the District undertaking the Work and Contractor entering into this Agreement, including, without limitation, the impact of the potential: (i) asset value of the Carbon Credits; and/or (ii) revenue generated from any sale of Carbon Credits by Contractor;
 - ii. agrees that: (i) Contractor (or its assignees or transferees) shall have sole and exclusive right, title and interest in and to all Carbon Credits; and (ii) the District shall not: (A) sell, assign, transfer or otherwise dispose of any Carbon Credits, except in the course of transferring such Carbon Credits to Contractor (or its assignees); (B) acquire any right in the Carbon Credits; or (C) create (directly or indirectly), incur or permit to exist any lien on or with respect to the Carbon Credits or any portion thereof;
 - iii. acknowledges that the Carbon Credits are of substantial value to Contractor and should any Carbon Credits be encumbered, assigned, sold or otherwise transferred without the written consent of the Contractor, then Contractor would be prevented from realizing the full economic value of this Agreement and may be irreparably harmed;
 - iv. agrees that the Contractor may sell, assign or otherwise transfer any Carbon Credits in its sole and absolute discretion; and
 - v. undertakes to obtain (in writing) from each current and future financier, all relevant governmental authorities and each other counterparty to any contract entered into (whether now or in the future) by the District in connection with the Project (each a “**Project Participant**”):
 - vi. an acknowledgment that Carbon Credits have been considered in assessing the economic feasibility of the District undertaking the Project, including, without limitation, the impact of the potential: (i) asset value of the Carbon Credits; and/or (ii) revenue generated from any sale of Carbon Credits by the District;

- vii. an acknowledgment that the Carbon Credits are of substantial value to the District and should any Carbon Credits be encumbered, conveyed, assigned, sold or otherwise transferred without the written consent of the District, the District would be prevented from realizing the full economic value of the Project and may be irreparably harmed;
 - viii. an agreement that the District may sell, assign or otherwise transfer any Carbon Credits in its sole and absolute discretion; and
 - ix. an agreement that the District (or its assignees or transferees) shall have sole and exclusive right, title and interest in and to all Carbon Credits, and the financier, governmental authority or Project Participant (as applicable) will not acquire any right in or assert any lien against the Carbon Credits and provide evidence of the same to Contractor.
29. **Guarantee of Savings.** Contractor will guarantee to the District the Savings detailed in Exhibit G, “Guarantee”. The Savings will be determined, measured, and verified in accordance with the terms and conditions contained in Exhibit G.
30. **Confidentiality.** (a) As used herein, “Confidential Information” means all information, including this Agreement, that is furnished by a disclosing Party (“Discloser”), its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser’s business and/or organization, whether or not such information is specifically marked “Confidential” or other similar legend. “Confidential Information” shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the recipient Party (“Recipient”) or its Representatives, as defined below, (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information, or (c) any information or documents, including but not limited to this Agreement, that District is required to disclose under the California Public Records Act or other applicable law.
- (b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, “Representatives”), who need to know the Confidential Information in connection with the Agreement or as required by law. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any Party except as may be necessary for the purposes set

forth herein. The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or other applicable law) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

31. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the Parties, (ii) deem any Party to be the agent of the other for any purpose or (iii) entitle any Party to commit or bind the other (or any member of its respective group) in any manner.
32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
33. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this Agreement are terminated and canceled in their entirety and are of no further force or effect. The Parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
34. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.
35. **Legal Capacity.** Each of the Parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the Party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.

36. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No Party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
37. **Further Assurances.** Each of the Parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the Parties to this Agreement.
38. **Attorney's Fees.** Should any party engage an attorney or institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable and necessary attorney fees and costs for services rendered to the prevailing party in that action or proceeding.
39. **Choice of Law.** This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to any motion for transfer of venue.
40. **Independent Counsel.** All of the Parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.
41. **Contractor not a Municipal Advisor.** The District acknowledges and agrees that Contractor has not acted as a municipal financial advisor to the District and that the District has not relied on Contractor for any matters relating to the financing of the Project, including issuance of any bonds.
42. **Notices.** All notices and other communication under this Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by E-Mail with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To: District

Pacific Grove Unified School District

435 Hillcrest Ave,

Pacific Grove, CA 93950

josh.jorn@pgusd.org

Attention: Assistant Superintendent Business Services

To ABM BUILDING SOLUTIONS, LLC:

6200 Goodyear Rd.

Benecia, CA 94510

Attention: Bryan Thomas

With a copy to: legalnotice@abm.com

Either Party may change such address from time to time by written notice to the other Party.

43. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and the District and supersedes all prior negotiations, written instrument signed by the Party charged to be bound thereby. This Agreement may only be amended in a writing signed by the Parties.

Exhibit B
Scope of Work

Energy Conservation Project for Pacific Grove Unified School District

Listing of Pacific Grove Buildings in This Project

Pacific Grove High School, 615 Sunset Drive, Pacific Grove, CA 93950

Community High School, 1004 David Avenue, Pacific Grove, CA 93950

Adult School, 1025 Lighthouse Avenue, Pacific Grove, CA 93950

Middle School, 835 Forest Avenue, Pacific Grove, CA 93950

Forest Grove Elementary School, 1065 Congress Avenue, Pacific Grove, CA 93950

Robert Down Elementary School, 485 Pine Avenue, Pacific Grove, CA 93950

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

TECHNICAL CATEGORIES

The following are the improvements that will be made for Pacific Grove Unified School District:

TC – 3.1 Building Automation System Upgrades

TC – 4.1 HVAC Upgrades

TC – 5.1 LED Stadium Lighting

TC – 5.2 LED Lighting

TC – 6.1 Building Envelope Modifications

TC – 12.1 Electrical Upgrades (Main Service Panel)

TC – 12.2 Generator / Resiliency

TC – 13.1 Water Conservation

TC – 19.1 Appliance Upgrades

Pacific Grove High School

TC – 5.1 LED Stadium Lighting

Contractor will install new LED sports lighting at the High School Football Field. Contractor will furnish and install the following:

- Removal and disposal of sixty (60) 1,000W Metal Halide Fixtures
- Install forty (40) new LED 855W LED Fixtures utilizing existing poles
- Lighting shall be compatible with existing poles, controls, and wiring

Not included in this scope of work:

- Removal and installation of new poles
- Advanced lighting controls, re-use existing controls/switching

TC – 6.1 Building Envelope

Contractor will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

- Seal 0.03 Sq/ft of penetrations with polyurethane sealant
- Seal 842 wall cracks, window/door frames and vents with polyurethane sealant
- Install 131 sets of weather-strip DF
- Install 130 door sweeps
- Install 9 Astragals (weather-strip for center double door)
- Install 1 Sets of weather-strip DF (OH Door)

TC – 12.1 Electrical Upgrades (Main Service Panel)

Contractor will furnish and install the following:

- Utilize GPRS to scan and identify the location of existing underground utilities within the project area
- Sawcut and trench as necessary to facilitate the layout and installation of conduit pathways for the new electrical infrastructure
- Install five (5) 5" PVC conduits extending from the utility transformer to the new switchgear
- Procure and install a concrete pad for the new switchgear, providing a stable and secure foundation
- Procure, deliver, and install one (1) 2500A, 120/208V stainless steel main switchgear that mirrors the existing gear, ensuring compatibility.
- Furnish and install approx. eight (8) concrete filled bollards to protect newly installed gear
- Extend existing feeders to the new switchgear location as required
- Demolish existing conduit where necessary and replace it with rigid conduit
- Test and commission to ensure the proper functioning, safety, and reliability of the newly installed switchgear.

Clarifications:

- Includes (1) one week of temporary power
- Assumes that the asphalt/concrete repair/patch to conduit layout is approximately forty (40) ft. only

Not included in this scope of work:

- Truncated domes
- Grading
- Sloping
- Utility service upgrade
- ADA

TC – 13.1 Water Conservation

Contractor will furnish and install the following at the High School and Forest Grove Elementary School:

Description	Fixture Code	Specification	Quantity
Install 1.1 /1.6 gpf HET Wall Hung Toilet	WHTC	Kohler K-84325	21
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge Toilet	FMFDTC	Kohler K-96053	9
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Toilet	FMFATC	Kohler K-96057	7
Install 1.1 /1.6 gpf HET Juvenile Toilet	JUNTC	Kohler K-96059	17
Install 0.8/1.0 gpf HET Dual Flush Floor Mount Floor Discharge Elongated Tank Toilet	DFTT	Caroma Sydney Smart III 305-102	2
Elongated Open Front Seat	EO	Bemis 1955SSCT	56
Install 1.28 gpf HET Manual Toilet Valve w/ 9" vBt	MTV9-1.28	Sloan GEM-2 111-1.28	39
Install 1.28 gpf HET Manual Toilet Valve w/ 13" vBt	MTV13-1.28	Sloan GEM-2 113-1.28	24
Install 1.28 gpf HET Sensor Toilet Valve w/ 9" vBt	STV9-1.28	Sloan GEM-2 111 SF5M-1.28	3

Add extended J-tube with valve installation	XJT	Zurn ZP6000J10	1
Raise toilet vBt length to 9" to meet code requirements in exposed application	Ex-TO vBt Compliance	1" Chrome 90 & Nipple-3L	21
Raise toilet vBt length to 9" to meet code requirements in exposed application and Add Offset Tube	Ex-TO vBt Compliance / Offset	1" Chrome 90 & Nipple-3L / Sloan Offset Tube	2
Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	SFC-0.5	Neoperl 40.7059.733	54
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.0	Neoperl 40.2158.733	35
Install 1.5 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.5	Neoperl 40.2156.733	3
Install 1.0 gpm Stainless Steel Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	SFC-0.5-SS	Neoperl 45-014	7
Install New 4" Centerset Brass Valve Single Control Lavatory Faucet with 0.5 gpm Tamperproof Flow Control	F4SC-0.5-Lav	Chicago 2200-4E2805ABCP	1
Install New Single Hole Brass Valve Single Temp Push Button Metering Lavatory Faucet with 0.5 gpm	MF1ST-0.5-Lav	Chicago 3500-E2805ABCP	1

Tamperproof Flow Control			
Install 1.5 gpm Nozzle Type Showerheads	NOZSH-1.5	High Sierra (various models)	12
Install 0.6 gpm straight pre-rinse sprayer	PRS-Straight	Bricor Pre-Rinse 0.6	1

Not included in this scope of work:

- Replacement of shut-off valves or main water valves
- Painting, patching, tile work, and wall repair outside of scope footprint
- Repair or replacement of existing leaks in faucets, traps, shower diverters or handles.
- Enhancements to fixtures that are not covered in the existing plumbing code
- Modifications to waste or vent lines
- Irrigation upgrades and/or controls

Community High School

TC – 6.1 Building Envelope

Contractor will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

- Seal 0.01 Sq/ft of penetrations with polyurethane sealant
- Install 13 sets of weather-strip DF

- Install 14 door sweeps.

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

Description	Fixture Code	Specification	Quantity
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Toilet	FMFATC	Kohler K-96057	3
Install 0.8/1.0 gpf HET Dual Flush Floor Mount Floor Discharge Elongated Tank Toilet	DFTT	Caroma Sydney Smart III 305-102	1
Install 1.28 gpf HET Infant Gravity Tank Toilet	INFGTT	American Standard 2315.228.020	1
Elongated Open Front Seat	EO	Bemis 1955SSCT	4
Baby Open Front Seat	BO	Bemis BB955C	1
Install 1.28 gpf HET Manual Toilet Valve w/ 13" vBt	MTV13-1.28	Sloan GEM-2 113-1.28	8
Raise toilet vBt length to 9" to meet code requirements in exposed application	Ex-TO vBt Compliance	1" Chrome 90 & Nipple-3L	8
Raise urinal vBt length to 9" to meet code requirements in exposed application	Ex-UR vBt Compliance	¾" Chrome 90 & Nipple-3L	2
Install 0.125 gpf HEU Small Pint Urinal (16" to 20" Footprint)	SPFUC	Kohler K-5452-ET	2
Install 0.125 gpf HEU Manual Urinal Valve w/ C13 vBt	MUV-C13-0.125	Sloan GEM-2 186-0.125 w/C15 vbt	2
Install 0.5 gpm Tamperproof PCA Spray Flow Control for	SFC-0.5	Neoperl 40.7059.733	7

Existing Faucet w/ Thread Adapter			
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.0	Neoperl 40.2158.733	4
Install 1.5 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.5	Neoperl 40.2156.733	2
Install 0.5 gpm Tamperproof PCA Cache Spray Flow Control for Existing Faucet	CSFC-0.5	Neoperl 40.7359.010	1
Install New Single Hole Single Temp Gooseneck General Purpose Faucet with 1.5 gpm Tamperproof Flow Restrictor	F1STGN-1.0	Chicago 350-E35VP317XKA BCP	2

Not included in this scope of work:

- Replacement of shut-off valves or main water valves.
- Painting, patching, tile work, and wall repair outside of scope footprint
- Repair or replacement of existing leaks in faucets, traps, shower diverters or handles.
- Enhancements to fixtures that are not covered in the existing plumbing code.
- Modifications to waste or vent lines
- Irrigation upgrades and/or controls

Adult School

TC – 6.1 Building Envelope

Contractor will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

- Seal 0.03 Sq/ft of penetrations with polyurethane sealant
- Seal 11380 wall cracks, window/door frames and vents with polyurethane sealant
- Install 47 sets of weather-strip DF.
- Install 48 door sweeps.
- Install 3 Astragals (weather-strip for center double door)

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

Description	Fixture Code	Specification	Quantity
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge Toilet	FMFDTC	Kohler K-96053	5
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Toilet	FMFATC	Kohler K-96057	6
Elongated Open Front Seat	EO	Bemis 1955SSCT	11
Install 1.28 gpf HET Manual Toilet Valve w/ 9" vBt	MTV9-1.28	Sloan GEM-2 111-1.28	6
Install 1.28 gpf HET Manual Toilet Valve w/ 13" vBt	MTV13-1.28	Sloan GEM-2 113-1.28	5
Raise toilet vBt length to 9" to meet code requirements in exposed application	Ex-TO vBt Compliance	1" Chrome 90 & Nipple-3L	5
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.0	Neoperl 40.2158.733	5
Install 1.5 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.5	Neoperl 40.2156.733	1
Install New 4" Centerset Brass Valve Push Button Metering Lavatory Faucet with	MF4-0.5-Lav	Chicago 802-VE2805-665AB CP	1

0.5 gpm Tamperproof Flow Control			
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Not included in this scope of work:

- Replacement of shut-off valves or main water valves
- Painting, patching, tile work, and wall repair outside of scope footprint
- Repair or replacement of existing leaks in faucets, traps, shower diverters or handles.
- Enhancements to fixtures that are not covered in the existing plumbing code
- Modifications to waste or vent lines
- Irrigation upgrades and/or controls

Pacific Grove Middle School

TC – 6.1 Building Envelope

Contractor will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

- Seal 0.10 Sq/ft of penetrations with polyurethane sealant
- Seal 2340 wall cracks, window/door frames and vents with polyurethane sealant
- Install 45 sets of weather-strip DF.
- Install 45 door sweeps.

- Install 12 Astragals (weather-strip for center double door)
- Install 1 set of weather-strip DF (OH Door)

TC – 12.2 Generator / Resiliency

Contractor will install a natural gas fueled generator to provide backup power for the IT room at the Middle School. Contractor will furnish and install the following:

- Installation of a 30 kW, natural gas fueled standby generator.
- Aluminum, sound attenuated enclosure
- 100 Amp, 120/240-volt automated transfer switch in a NEMA type 3R enclosure
- Mobile link cellular 4G LTE accessory
- 50 Amp Smart Management Module
- Surge Protection Device 120/240 VAC single split phase
- 26R Wet Cell Battery
- Install new composite pad with roof anchors
- Provide necessary electrical, gas, plumbing materials and installation for a properly working system.
- Provide permitting and all associated engineering required for installation.

Not included in this scope of work:

- Utility Upgrade Costs: Any cost associated with upgraded the existing utility infrastructure to accommodate the new generator are not included.
- Removal and Disposal of Existing Equipment: Removal, disposal, or recycling of any existing equipment or materials not specified in the scope of work is not included in this proposal.
- Civil and Structural Engineering: Design and engineering services related to civil and structural works are not included in this proposal.
- Fire Suppression System: The supply and installation of a fire suppression system for the Generator or battery cabinet is not included in this proposal.
- Communications Infrastructure: The supply and installation of communication infrastructure, such as fiber optic cabling or wireless networks, is not included in this proposal.
- Extended Warranty: Any extended warranty for labor, workmanship, or equipment beyond the standard warranty terms is not included in this proposal.

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

Description	Fixture Code	Specification	Quantity
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge Toilet	FMFDTC	Kohler K-96053	8

Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Toilet	FMFATC	Kohler K-96057	11
Install 1.1 /1.6 gpf HET Juvenile Toilet	JUNTC	Kohler K-96059	4
Elongated Open Front Seat	EO	Bemis 1955SSCT	23
Install 1.28 gpf HET Manual Toilet Valve w/ 9" vBt	MTV9-1.28	Sloan GEM-2 111-1.28	15
Install 1.28 gpf HET Manual Toilet Valve w/ 13" vBt	MTV13-1.28	Sloan GEM-2 113-1.28	8
Raise toilet vBt length to 9" to meet code requirements in exposed application	Ex-TO vBt Compliance	1" Chrome 90 & Nipple-3L	8
Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	SFC-0.5	Neoperl 40.7059.733	12
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.0	Neoperl 40.2158.733	10
Install 1.5 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.5	Neoperl 40.2156.733	4
Install 1.0 gpm Stainless Steel Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	SFC-0.5-SS	Neoperl 45-014	1
Install 0.6 gpm straight pre-rinse sprayer	PRS-Straight	Bricor Pre-Rinse 0.6	1

Not included in this scope of work:

- Replacement of shut-off valves or main water valves
- Painting, patching, tile work, and wall repair outside of scope footprint
- Repair or replacement of existing leaks in faucets, traps, shower diverters or handles.
- Enhancements to fixtures that are not covered in the existing plumbing code
- Modifications to waste or vent lines
- Irrigation upgrades and/or controls

TC – 19.1 Appliance Upgrades

Contractor will furnish and install the following:

- Disconnection and removal of seven (7) existing gas stove/oven appliances
- Existing appliances will be left with the district for re-use and/or backup purposes.
- Add 250 Amp Panel w/ 2 ½” Conduit to Sub-Panel for 7 receptacles for Electrical Stoves
- Provide and install seven (7) new General Electric, or equivalent electric stove/oven combination units

Not included in this scope of work:

- Upgrades to the existing main electrical panel

Forest Grove Elementary School

TC – 3.1 Building Automation System Upgrades

Contractor will upgrade the existing building automation system. The existing control system at the Forest Grove Elementary School is a Pelican Wireless Control System. Contractor will utilize the existing gateways and infrastructure for wireless communication. Contractor will furnish and install the following:

- Admin Building
 - o Reuse four (4) existing thermostats for furnaces
 - o Four (4) PEARL economizer modules
 - o Four (4) WR400 repeaters
- MPR
 - o Two (2) TC3 thermostats for furnaces
 - o Two (2) PEARL economizer modules
- Building A

- o Reuse one (1) existing thermostat for furnace
 - o One (1) PEARL economizer module
- Building G
 - o Reuse seven (7) existing thermostats for furnaces
 - o Seven (7) PEARL economizer modules
- Library
 - o Reuse two (2) existing thermostats for bard units
 - o Two (2) PEARL economizer modules
- Building B
 - o Reuse four (4) existing thermostats for furnaces
 - o Four (4) PEARL economizer modules
- Building C
 - o Reuse four (4) existing thermostats for furnaces
 - o Four (4) PEARL economizer modules
- Building D
 - o Reuse four (4) existing thermostats for furnaces
 - o Four (4) PEARL economizer modules
- Building E
 - o Reuse four (4) existing thermostats for furnaces
 - o Four (4) PEARL economizer modules
- Building K
 - o Reuse four (4) existing thermostats for bard units
 - o Reuse two (2) existing thermostats for furnaces
 - o Six (6) PEARL economizer modules

This scope of work includes the following:

- Installation of new programmable, temperature, humidity, and carbon dioxide sensing thermostats
- Economizer controllers for thirty-eight (38) units
- Provide and install repeaters necessary to provide a properly working system.
- Perform commissioning, system start-up, and check out.
- Provide on-site training to the District.
- One (1) year of software licensing

Not included in this scope of work:

- Gateways and zone controllers, contractor assumes all existing gateways and zone controllers are functional.
- Replacement of thermostats noted to be reused in the above scope of work.
- Electrical distribution system upgrades if not code compliant
- District IT to provide and/ or install network drops, network hardware, IP assignments, network routing, remote connectivity, virtual server and all other IT related services to allow for automation system to communicate with Pelican software.
- Exhaust fan controls
- Water heater controls
- Additional years of licensing beyond one (1) year. If the yearly subscription services are not renewed, system will continue to run but system capabilities will be limited.

TC – 4.1 HVAC Upgrades

Contractor will furnish and install the following:

- Demolition & Disposal of equipment being replaced below:
- A-Wing furnish and install five (5) Gas Fired Furnaces @ 1,200 cfm each.
- A-Wing (MPR) furnish and install two (2) Gas Fired Furnaces @ 6,250 cfm each.
- B-Wing furnish and install four (4) Gas Fired Furnaces @ 1,200 cfm each.
- E-Wing furnish and install HP-4: BARD Unit W42HC-A10YN4XXE
- E-Wing furnish and install HP-5: BARD Unit W60HC-A10YN4XXE
- C-Wing furnish and install four (4) Gas Fired Furnaces @ 1,200 cfm each.
- D-Wing furnish and install four (4) Gas Fired Furnaces @ 1,200 cfm each.
- G-Wing furnish and install seven (7) Gas Fired Furnaces @ 1,200 cfm each.
- K-Wing furnish and install two (2) Gas Fired Furnaces @ 1,950 cfm each.
- K-Wing furnish and install HP-7: BARD Unit W48HC-A05YP4XXE
- K-Wing furnish and install HP-9: BARD Unit W36HC-A05YN4XXE
- K-Wing furnish and install HP-10: BARD Unit W60HC-A05YN4XXE
- Library furnish and install HP-1: BARD Unit W36HC-A05YN4XXE
- Library furnish and install HP-2: BARD Unit W36HC-A05YN4XXE
- Furnish and install twenty-eight (28) Factory Mixing Boxes with Belimo Actuators
- Furnish and install twenty-eight (28) Factory Filter Housings with MERV-13 Filters & DP Monitors
- Furnish and install two (2) Smoke Detectors at two (2) MPR Furnaces
- Disconnect & reconnect electrical, gas & ductwork for the equipment noted above
- Code Required duct insulation.
- Anchorage & attachment of all new equipment

- Start-Up & Testing of new Equipment
- Check Final Air Flow Readings at HVAC Units with Pitot-Tube
- Shop drawings

Not included in this scope of work:

- Opening & closing of walls, floors & ceilings
- Cutting, framing, patching and/or painting of walls, floors, roof, etc.
- Code upgrades of existing systems and/or conditions
- Warranty, survey, or repair of existing systems
- Fire Life Safety
- Interior Air Balance
- Pre-Air Balance
- Duct cleaning
- Duct leak testing & sealing of existing ductwork.
- HHW Boiler Systems
- BIM

TC – 6.1 Building Envelope

Contractor will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

- Seal 0.02 Sq/ft of penetrations with polyurethane sealant
- Seal 1932 wall cracks, window/door frames and vents with polyurethane sealant
- Install 73 sets of weather-strip DF.
- Install 73 door sweeps.
- Install 2 Astragals (weather-strip for center double door)

TC – 13.1 Water Conservation

- Forest Grove Elementary Water Conservation scope is included in the High School scope of work since the campuses share the same water meter.

Robert Down Elementary School

TC – 3.1 Building Automation System Upgrades

Contractor will upgrade the existing building automation system. The existing control system at the Forest Grove Elementary School is a Pelican Wireless Control System. Contractor will utilize the existing gateways and infrastructure for wireless communication. Contractor will furnish and install the following:

- Building A (Kinder Wing)
 - Reuse three (3) existing thermostats for new heat pumps
 - Three (3) PEARL economizer modules

This scope of work includes the following:

- Installation of new programmable, temperature, humidity, and carbon dioxide sensing thermostats
- Economizer controllers for three (3) units
- Provide and install repeaters necessary to provide a properly working system.
- Perform commissioning, system start-up, and check out.
- Provide on-site training to the District.
- One (1) year of software licensing

Not included in this scope of work:

- Gateways and zone controllers, contractor assumes all existing gateways and zone controllers are functional.
- Replacement of thermostats noted to be reused in the above scope of work
- Electrical distribution system upgrades if not code compliant
- District IT to provide and/ or install network drops, network hardware, IP assignments, network routing, remote connectivity, virtual server and all other IT related services to allow for automation system to communicate with Pelican software
- Exhaust fan controls
- Water heater controls
- Additional years of licensing beyond one (1) year. If the yearly subscription services are not renewed, system will continue to run but system capabilities will be limited

TC – 4.1 HVAC Upgrades

Contractor will furnish and install the following:

Demolition of Existing HVAC noted below

Furnish and install new roof top heat pumps (HP-A-1,2,3), Carrier 50FCQA04A1M5-3F0A or equivalent

- “Install only” duct detectors for each system if required
- Furnish and install seismic/isolation as required
- Demolition and disposal of existing units
- Cap existing gas lines to be abandoned
- Furnish and install new exposed duct in classrooms from new units
- Relocate or install new duct detectors if required by DSA FLS backcheck
- Install new grilles
- Furnish and install electrical as required (Exclude new panels/sub-panels)
- Install new condensate lines location TBD
- Patch existing duct openings at window panels as needed
- Duct leak test if required by DSA
- Startup & Testing of new equipment
- Test & Air Balance and report

ADA Allowance

Contractor has included an allowance of \$82,678 for any required accessibility upgrades per DSA 20% ADA upgrades at Robert Down Elementary. If DSA required accessibility upgrades exceed the included allowance, Contractor shall issue a Change Order for the additional cost.

Clarifications:

- Contractor will provide daily clean-up and keep work areas in a safe, organized condition. Rooms/spaces will be left in a broom sweep condition. Final wipe down cleaning is by others.
- Contractor will cover adjacent bookshelves, desks, etc. with plastic for minimal dust protection.
- Contractor will furnish and install structural blocking/framing to support the new equipment.
- Contractor will furnish and install wall patches and paint the areas affected by Contractor’s work.
- Contractor will furnish As-Built drawings
- Re-use existing electrical, ductwork, waste, water, vent, gas, & condensate, etc, “as-is”

Not included in this scope of work:

- Janitorial cleaning services
- Rigid conduit
- Patching of existing ceilings not drywall or plaster
- Underground work/ trenching
- Upgrades of existing plumbing/ mechanical systems not shown on drawings
- Upgrades to existing power supply (Adequate power to be at existing panels)

- Switchgear/sub-panels
- Code upgrades of existing systems and/or conditions
- Flooring/ floor base
- Code upgrades of existing systems and/or conditions
- Abatement
- Warranty, survey, or repair of existing systems
- Fire Life Safety & Smoke Detectors ((N) RTU's under 2,000 cfm)
- Pre-Air Balance
- Duct cleaning
- Duct leak testing & sealing of existing ductwork
- Identification & disposal of hazardous materials
- Temporary toilets, fencing, security

TC – 6.1 Building Envelope

Contractor will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

- Seal 0.03 Sq/ft of penetrations with polyurethane sealant
- Seal 282 wall cracks, window/door frames and vents with polyurethane sealant
- Install 44 sets of weather-strip DF
- Install 44 door sweeps
- Install 13 Astragals (weather-strip for center double door)

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

Description	Fixture Code	Specification	Quantity
Install 1.1 /1.6 gpf HET Wall Hung Toilet	WHTC	Kohler K-84325	11
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Toilet	FMFATC	Kohler K-96057	5
Install 1.1 /1.6 gpf HET Juvenile Toilet	JUNTC	Kohler K-96059	15
Install 0.8/1.0 gpf HET Dual Flush Floor Mount Floor Discharge Elongated Tank Toilet	DFTT	Caroma Sydney Smart III 305-102	1

Install 1.28 gpf HET Infant Gravity Tank Toilet	INFGTT	American Standard 2315.228.020	1
Elongated Open Front Seat	EO	Bemis 1955SSCT	32
Baby Open Front Seat	BO	Bemis BB955C	1
Install 1.28 gpf HET Manual Toilet Valve w/ 9" vBt	MTV9-1.28	Sloan GEM-2 111-1.28	20
Install 1.28 gpf HET Manual Toilet Valve w/ 13" vBt	MTV13-1.28	Sloan GEM-2 113-1.28	11
Raise toilet vBt length to 9" to meet code requirements in exposed application	Ex-TO vBt Compliance	1" Chrome 90 & Nipple-3L	9
Raise toilet vBt length to 9" to meet code requirements in exposed application and Add Offset Tube	Ex-TO vBt Compliance / Offset	1" Chrome 90 & Nipple-3L / Sloan Offset Tube	2
Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	SFC-0.5	Neoperl 40.7059.733	4
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.0	Neoperl 40.2158.733	21
Install 0.5 gpm Tamperproof PCA Cache Spray Flow Control for Existing Faucet	CSFC-0.5	Neoperl 40.7359.010	1
Install 1.0 gpm Stainless Steel Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	SFC-0.5-SS	Neoperl 45-014	1

Install New 4" Centerset Brass Valve Single Control Lavatory Faucet with 0.5 gpm Tamperproof Flow Control	F4SC-0.5-Lav	Chicago 2200-4E2805ABCP	4
Install New Single Hole Single Temp Gooseneck General Purpose Faucet with 1.5 gpm Tamperproof Flow Restrictor	F1STGN-1.0	Chicago 350-E35VP317XKA BCP	5
Install New Lavatory Basin with 4" Centerset Holes and Back Splash	B4BS-Lav	Sloan SS-3003	1

Not included in this scope of work:

- Replacement of shut-off valves or main water valves
- Painting, patching, tile work, and wall repair outside of scope footprint
- Repair or replacement of existing leaks in faucets, traps, shower diverters or handles.
- Enhancements to fixtures that are not covered in the existing plumbing code
- Modifications to waste or vent lines
- Irrigation upgrades and/or controls

District Office

TC – 6.1 Building Envelope

Contractor will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

- Install 10 sets of weather-strip DF
- Install 14 door sweeps
- Install 1 Astragals (weather-strip for center double door)

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

Description	Fixture Code	Specification	Quantity
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge Toilet	FMFDTC	Kohler K-96053	3
Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Toilet	FMFATC	Kohler K-96057	3
Elongated Open Front Seat	EO	Bemis 1955SSCT	6
Install 1.28 gpf HET Manual Toilet Valve w/ 9" vBt	MTV9-1.28	Sloan GEM-2 111-1.28	6
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	LFC-1.0	Neoperl 40.2158.733	3

Not included in this scope of work:

- Replacement of shut-off valves or main water valves
- Painting, patching, tile work, and wall repair outside of scope footprint
- Repair or replacement of existing leaks in faucets, traps, shower diverters or handles.
- Enhancements to fixtures that are not covered in the existing plumbing code
- Modifications to waste or vent lines
- Irrigation upgrades and/or control

All Facilities

TC – 5.1 LED Lighting

Contractor will furnish and install the following:

Pacific Grove High School			

Community High School			

Adult School			

Middle School			

Robert Down Elementary			

District Office/Maintenance			

Not included in this scope of work:

- Replacement or retrofit of fixtures not identified in the scope above
- Replacement of existing poles
- Theatrical lighting in the auditoriums and trophy case lighting
- Upgrades/modifications to the existing egress system
- Replacement of utility owned exterior lighting fixtures
- As built or stamped engineering drawings
- Upgrades to existing electrical and sub panels

[END OF ENTIRE SCOPE]

Exhibit C General Notes

Hazardous Material

There may be some Hazardous Materials (as defined in the Agreement) in various rooms throughout the Sites. Except where specifically included in Exhibit B, CONTRACTOR has not included any costs associated with the abatement or removal of asbestos containing materials (ACM), lead based paints, or other Hazardous Materials in the Contract Price.

Electrical Infrastructure

Contractor is not responsible for any Electrical Repairs upstream of the Project tie in points, including any existing code deficiencies. It is assumed that this equipment has been maintained and is in good working order. Repairs to this equipment would be negotiated as an additional cost.

This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.

Equipment Efficiencies

All new heating and cooling equipment will meet or exceed the minimum efficiency standards as set forth by the Department of Energy and will comply with all applicable EPA regulations in effect as of the Proposal Date.

Material Requirements

All equipment will be replaced with like equipment able to be serviced in the future by qualified Mechanical or Electrical Contractors. No proprietary equipment will be installed. No requirements for Buy American are included in the scope of this Project.

Refrigerant

Some of the existing air conditioning equipment surveyed may contain R-22 refrigerant. This refrigerant is no longer allowed to be used in new air conditioning systems. All new equipment will conform to EPA regulations for environmentally acceptable refrigerants.

All new work includes the necessary:

- Permits and fees as required
- Crane and rigging service
- Removal and disposal of old equipment
- Project management
- District training on new equipment provided (Boilers, pumps, condensing units, air handlers, etc.)
- Up to eight hours of District training on new controls
- Engineering services as required

Not Included in This Scope:

- Asbestos abatement
- New filters for the existing equipment not being replaced

- Temporary Heating and/or cooling during equipment replacement

Upgrades to school Sites required for code compliance not related to the scope of work including any and all ADA, roofing, architectural and structural modifications, Fire Life Safety improvements required for code compliance, identified by California Division of the State Architect, shall be the responsibility of District. Contractor will assist District with assessment of needs, but modifications will not be made by Contractor except as set forth in this Agreement.

Lighting

All lamps, ballasts and LED technology installed per Contractor's Scope of Work were specified by the manufacturers lamp and ballast guide. All lamps and ballasts must be compatible and approved by the manufacturers. If unapproved materials are installed after Contractor's installation of the lighting upgrade, damage may ensue, and manufacturer's warranties may be void. By installing or incorporating unapproved materials, District agrees and acknowledges that District is assuming all responsibility and liability associated with doing so, District will hold Contractor harmless from liabilities resulting from such action, and District acknowledges that all warranties provided by Contractor are void.

Please refer to TC-5.1 and TC-5.2 in Exhibit B: Scope of Work for further details and exclusions to the LED lighting retrofit project.

Structural Upgrades

Structural upgrades to the facilities at the Sites are not expected, but, to the extent any structure upgrades to the existing facilities are required, they are excluded from Contractor's Scope of Work and solely the responsibility of the District. Any such potential structural upgrades that are required by DSA during backcheck of plans by the Contractor must be promptly identified to the District. If such modifications are required, the District will allow for an Excusable Delay until such time as the Contractor, acting in its capacity as Engineer of Record (EOR), can provide an approval plan to District, The District understands that any work associated with such modification, may generate an equitable extension in Contract Time and increase in Contract Price, as may be mutually agreed by the Parties.

Exhibit D

RESERVED

Exhibit E-1
Financial Terms and Conditions
Implementation Phase

District agrees to pay the Contractor the Contract Price for the implementation Work, as listed below, in accordance with the terms and conditions of the Agreement. The monthly Progress Payments shall be in the Payment Schedule shown below.

Contract Price \$5,666,485.

Payment Schedule

10% Down Payment = \$566,649

Remaining balance will be per monthly progress payments provided in Payment Schedule.

Exhibit E-2
Financial Terms and Conditions
Performance Phase

District agrees to pay the Contractor the Performance Phase Fees detailed below in accordance with the terms of this Exhibit E. The Performance Phase Fees consist of the Ongoing Services Fees and the Measurement and Verification Fees.

Ongoing Services Fee: District shall pay the Contractor for the Ongoing Services provided under this Agreement as detailed in Exhibit I. District agrees to pay the annual Ongoing Services Fee as provided for below with respect to such agreed upon Ongoing Services. The annual Ongoing Services Fee will be paid in advance.

ABM has included the Measurement and Verification Services as detailed in Exhibit G for the [three (3) year] Reporting Term at no additional cost to the District.

Payment Terms: Payment of Performance Phase Fees shall be made within thirty (30) days of District's receipt of Contractor's invoice. If Contractor is providing Ongoing Services the payment terms outlined in Exhibit E shall control and the Parties agree that Contractor's compensation may, by mutual written agreement of the Parties, be adjusted due to factors beyond its reasonable control, including but not limited to increases to minimum, prevailing or living wages, increases required by collective bargaining agreements, increases occasioned by government mandates including the Federal Affordable Care Act, increases to insurance costs and supply cost increases. For any such price increase to be effective, upon mutual agreement of the Parties, Contractor must provide written notice to District and written documentation regarding such price increase as reasonably requested by District, at least thirty (30) days in advance of the increase date. Should District determine that it does not wish to continue with the Ongoing Services portion of the Agreement due to the anticipated price, District may terminate the Agreement as it pertains to the Ongoing Services upon thirty (30) days' written notice to Contractor.

Exhibit F

RESERVED

Exhibit G
GUARANTEE

Exhibit G-1
Definitions

For the purposes of this Exhibit G, the following terms shall have the following meaning:

1. **Actual Energy Use:** For a given Measurement Year, the actual energy consumption of the Premises or ECM, based on the Factors Affecting Energy Use.
2. **Adjustments:** Changes in the Factors Affecting Energy Use will be reviewed to determine the need for adjustment. Two types of adjustments are possible:

Routine Adjustments – for any energy-governing factors, expected to change routinely during the reporting period, such as weather or production volume. A variety of techniques can be used to define the adjustment methodology. Techniques may be as simple as a constant value (no adjustment) or as complex as a several multiple parameter non-linear equations each correlating energy with one or more independent variables. Valid mathematical techniques must be used to derive the adjustment method for each M&V Plan.

Non-Routine Adjustments – for those energy-governing factors which are not usually expected to change, such as: the facility size, the design and operation of installed equipment, the number of weekly production shifts, or the type of occupants. These static factors must be monitored for change throughout the reporting period.

The Baseline may be adjusted to account for any non-operational equipment fixed or any repairs or setting changes made to bring equipment up to code, such as introduction of proper levels of outside air to comply with codes for indoor air quality. This type of adjustment is used to accurately determine building operating costs had all equipment been operational and meeting building code requirements.

3. **Agreement or Contract:** The Bundled Energy Solutions Agreement.
4. **Baseline Energy Rates:** Defined as cost per unit for each energy and utility consumption or demand unit, as developed from the Baseline Energy Use. The Baseline Energy Rates are identified in Exhibit G-4.
5. **Baseline Energy Use:** The Baseline Energy Use is obtained by measuring or calculating the average energy consumption at District's Premises or ECM prior to work performed by Contractor under the Agreement during the Baseline Period. It shall be established by Contractor after identification and consideration of, and controlling for, the Factors Affecting Energy Use. It is understood that in the event of changes in Factors Affecting Energy Use, the Baselines will be revised from time to time as detailed in this Agreement. In addition, data collected during the period before construction may indicate a change of the energy use pattern at the Premises and require a change to the Baselines. Contractor shall notify the District, in writing, of all such changes.

6. **Baseline Period**: A defined period of time evaluated and determined to be representative of Premises operation, energy and utility use. For this Project, the Baseline Period (referred to as “Baseline” throughout this Agreement) is defined as the period from 1/1/2022 through 12/31/2022.
7. **Contractor** shall mean the ABM entity listed on Page 1 of the Agreement.
8. **District** shall mean the District entity listed on Page 1 of the Agreement.
9. **ECM**: An ECM, or Energy Conservation Measure, is the common term defined to include changes to premises such as equipment retrofit and other actions that result in energy conservation, efficiency, generation, or improvement in rate structure. ECM's within this Agreement may be numbered according to the Technology Categories (TC's) as defined by the U.S. Department of Energy.
10. **Energy**: The term Energy will be used throughout this Agreement as a simplified reference to both Energy & Utility. Some utility types such as water and sewer are not classified as Energy.
11. **Energy Use**: The term Energy Use will be used throughout this Agreement as a simplified reference to both Energy & Utility consumption, demand, and generation.
12. **Factors Affecting Energy Use**: Operations, use type, hours and levels of occupancy, occupant population, adjustments in labor force, building use, operational procedures, temperature, climate, weather, humidification, ventilation levels and rates, installed lighting and scheduled use, building construction and size, general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment, amount of heating and air conditioning and other energy-using equipment, plug loads, schedule, or any other variable that may change the energy load profile. The Factors Affecting Energy Use are not limited only to those factors that are within District's control.

Should Project scope changes occur during the installation period that deviate from the original design and would impact the ongoing energy consumption or demand of one or more ECM's, a Guaranteed Savings Change Order Form should be completed to document the impact and define if (a) the Guaranteed Savings will be changed, or if (b) an Adjustment will be made to future reported Verified Savings.
13. **Guarantee Performance Term**: A period of [fifteen (15)] years from the Guarantee Performance Term Commencement Date or until the termination of this agreement, whichever comes first.
14. **Guarantee Performance Term Commencement Date**: The M&V Services and the Savings Guarantee shall commence on the first day of the month following execution of the Certificate of Final Acceptance of the Project in accordance with the Agreement.
15. **Guaranteed Savings**: The amount of anticipated savings as compared to the Baseline, expressed in units of dollars, which Contractor is guaranteeing under this Agreement as set forth in more detail in Exhibit G-2.
16. **Installation Period**: The period beginning with the District's execution of Notice to Proceed and ending on the day before the Guarantee Performance Term Commencement Date.

17. **Installation Period Savings:** Prior to the Guarantee Performance Term Commencement Date, if the Project results in any Verified Savings for such period, such savings are the “Installation Period Savings”, which can be shortened to “Install Savings”. Install Savings occurs when an ECM is completed and begins providing Beneficial Use or Savings prior to the Guaranteed Performance Year Commencement Date.
18. **IPMVP:** International Performance Measurement & Verification Protocol provides guidelines and best practices. The Contractor utilizes knowledge of this and other industry references to build an M&V Plan that describes activities that have been or will be conducted to validate the Baseline performance of each ECM or utility type, along with Post-Installation, and Ongoing performance of each ECM or utility type. IPMVP defines M&V techniques as Options A, B, C, or D as described below:

Retrofit Isolation: “Option A”: Known as Key Parameter Measurement. Savings are determined by field measurement or verification of the key parameter(s), which define the energy use of the ECM’s affected system(s) or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurements are estimated values. Estimates can be based on historical data, manufacturer specifications or engineering judgment. Documentation of the source or justification of the estimated value is required. The plausible saving error arising from estimation rather than measurement is evaluated.

Retrofit Isolation: “Option B”: Known as All Parameter Measurement. Savings are determined by field measurement or verification of the energy use and/or related independent or proxy variables of the ECM affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in savings and length of the reporting period.

Whole Facility: “Option C”: Savings are determined by measuring energy use at the whole facility utility meter level. Continuous measurements of the entire facility’s energy use are taken throughout the reporting period. Typically, regression analysis is conducted to correlate with and adjust energy use to independent variables such as weather. Regression models can take into account the impacts of weather and other independent variables on energy use, whereas simple utility bill comparison techniques cannot.

Calibrated Simulation: “Option D”: Savings are determined through simulation of the energy use of the whole facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance in the facility. This option requires considerable skill in calibrated simulation.

19. **Measurement & Verification Plan:** The Measurement & Verification Plan (“M&V Plan”) defines the Contractor’s process of preparing reports, taking on-site measurements, monitoring building automation systems, and/or any additional work to quantify Savings for the purpose of meeting the Guaranteed Savings as identified in Exhibit G-2. Contractor’s measurement and verification activities shall not include maintenance of the Project or record keeping related to such maintenance, which shall be the sole responsibility of District. The savings, once calculated, are typically stipulated for the life of the Project, but may be measured or visually inspected annually. Exhibit G-5 defines the specific M&V Plan for the Project. Ongoing actual measurements may or may not be used as identified in Exhibit G-5.

20. **Performance Year:** Each twelve (12) month period beginning with the Guarantee Performance Term Commencement Date and continuing through the end of the Reporting Term.
21. **Premises:** The facility(ies), property(ies), or equipment, as applicable that is the subject of the Energy Conservation Measures taken in connection with this Agreement.
22. **Agreement:** This Bundled Energy Solutions Agreement.
23. **Project:** The Bundled Energy Solution project performed by Contractor for the District pursuant to the Agreement.
24. **Projected Savings:** When Verified Savings are unable to be calculated due to changes in Factors Affecting Energy Use or if data, system access, site access, or other items necessary to calculate Verified Savings are not made available, Contractor will provide an estimate of savings equal to the greater of Guaranteed Savings, previous Verified Savings, or expected savings based on as-built conditions.
25. **Reporting Term:** A period of [three (3)] years, beginning on the Guarantee Performance Term Commencement Date, or until the termination of this Agreement, whichever comes first. Annually, an Energy Cost Avoidance Report will be provided within 60 days after the end of the Performance Year. District shall provide written notice to Contractor within 90 days after receipt of each Annual Energy Cost Avoidance Report if it disputes any finding contained in the report. Failure to provide written notice in accordance this paragraph shall waive any right to dispute the findings of the report and District shall be deemed to have agreed to all findings. Should the Reporting Term be less than the Guarantee Performance Term:
 - a. The Savings reported in the final Performance Year of the Reporting Term will be stipulated for the remainder of the Guarantee Performance Term. A proxy report will be provided through the remainder of the Guarantee Performance Term and savings will be calculated by applying the annual escalation percentage(s) from Exhibit G-4 to the Savings for the previous Performance Year.
 - b. Should a Shortfall of Savings occur in the final year of the Reporting Term, Contractor may, at its cost, render additional services or install additional equipment in order to generate enough Savings to offset the Shortfall. If Contractor elects to remedy the conditions then the Savings, for the Performance Year in which the remedy occurs, escalated, will be stipulated as the Savings for the duration of the Guarantee Performance Term.
26. **Savings:** The term Savings, or Verified Savings, refers to energy & utility cost avoidance, operations and maintenance cost avoidance, and capital cost avoidance calculated in accordance with the terms of this Agreement.
27. **Savings Shortfall and/or Excess:** For each year during the Performance Term where Verified Savings are less than the Guaranteed Savings for the same period, a Savings Shortfall will be reported. For each year during the Performance Term where Verified Savings are greater than the Guaranteed Savings for the same period, a Savings Excess will be reported.

Exhibit G-2 Savings Guarantee

1. The annual Verified Savings will be calculated using the auditing procedures and operational verification, as described herein, which compares the Baseline Energy Use of the Premises or ECM with that of the Actual Energy Use during the applicable Performance Year, with applicable adjustments. Published or calculated degree days will be used in the auditing process to allow for differences of weather conditions between the Baseline Energy Use and the Performance Year.

Verified Savings are calculated by adding energy & utility cost avoidance and Operational Cost Avoidance. Energy and utility cost avoidance is calculated by applying escalated Energy Rates to Energy Consumption and Demand savings determined in accordance with Exhibit G-5. Operational Cost Avoidance is agreed to by the parties as detailed in Exhibit G-4. Verified Savings may include utility rate switching and energy generation from renewable ECM's such as solar photovoltaic installations. Savings projections should NOT be used by themselves for budgeting purposes, as many factors outside of the project scope such as changes in occupancy, weather patterns, and overall building operation can impact actual utility and energy costs.

IPMVP defines Savings as “Reduction in Energy Consumption, Demand, or Cost that occurred in the Reporting Period, relative to the Baseline Period, as adjusted for the Reporting Period conditions... determined by adjusting the Baseline Period Energy to the Reporting Period conditions by using Routine Adjustments and Non-Routine Adjustments.” Therefore, Savings are not a simple comparison of raw data between two time periods and will be determined as shown below:

$$\text{Savings} = (\text{Baseline} - \text{Reporting-Period}) \pm \text{Routine Adjustments} \pm \text{Non-Routine Adjustments}$$

This calculation is applied to energy demand and consumption savings, then monetized using the applicable rate. The final Verified Savings, or Energy Cost Avoidance, is then compared to the Guaranteed Savings to determine if the expected savings has been achieved. Savings is reconciled at a total project level and not by individually premises, ECM, or utility type.

2. Except to the extent of any annual maintenance program with the Contractor, the District shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Such maintenance shall be a condition precedent to this Savings Guarantee. Contractor may, if it deems necessary, inspect the Premises from time to time to implement its Savings Measurement & Verification Plan. If any ECM or associated equipment is not being maintained properly and is impacting the ECM's ability to perform properly, an adjustment to reported savings may be applied until such time Contractor and District agree resolution has occurred.
3. For the purpose of determining Savings, Contractor shall prepare reports, take on-site measurements, monitor building automation systems, and/or additional work as required by and detailed in its Savings Measurement & Verification Plan.

4. The District acknowledges and consents to Contractor's right to monitor Energy Use, Factors Affecting Energy Use, and energy management performance by conducting on-site measurements, including, but not limited to, reading meters, accessing the Building Automation System remotely and on-site, and installing and observing on-site monitoring equipment. The District shall cooperate fully with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of District conducted at the District's location.
5. For the purpose of determining Actual Energy Use and Savings, District shall cooperate with Contractor by providing utility bills, Building Automation System trend data, and other applicable information and maintenance records, changes in Factors Affecting Energy Use, and/or additional information as requested by Contractor personnel. If the District fails to notify Contractor of changes in Factors Affecting Energy Use or fails to supply Contractor with requested information that is required for any calculations required hereunder in a timely manner, the Projected Savings for the period will be equal to the Guaranteed Savings for the period. If information for the period in question is supplied at a later date, the Verified Savings for that period will be retroactively modified only if the actual Verified Savings for that period of time exceed the Guaranteed Savings.
6. Savings Guarantee: Subject to changes in the Factors Affecting Energy Use, Contractor guarantees that the District will realize total Savings during the Guarantee Performance Term not less than the Guaranteed Savings set forth in Exhibit G-4.
7. Guarantee Shortfall Payment: Should the sum of District's Verified Savings for a given Performance Year be less than the Guaranteed Savings for that Performance Year, Contractor shall pay to the District, within 30 days of the acceptance of the annual Savings Report (Energy Cost Avoidance Report Report), the difference between the Guaranteed Savings for such year and the Verified Savings for that Performance Year, with such amount not to exceed the Guaranteed Savings amount set forth in Exhibit G-4 (the "Guarantee Payment"). Contractor will have the right to offset its Guarantee Payment obligations by any amounts due to Contractor from District under this or any other agreement. If in the judgment of the District, District would benefit from additional energy services or energy saving retrofits, District and Contractor may mutually agree upon such services or retrofits in lieu of the Guarantee Payment. For the purposes of this Contract, such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for that Performance Year. There shall be no carryover with respect to either Excess Savings or Savings Shortfall for any Performance Year into future Performance Years; provided, however, any Installation Period Savings shall be credited towards the Guarantee for the first Performance Year.
8. If Contractor can correct a prospective Savings Shortfall, through operational improvement at no expense to District and based upon documentation and records provided to District and reasonably acceptable to it, with no material interference to the programs or design Standards of Service and Comfort, with no future increased operational expenses or reduction in life of the ECM(S) and District declines to allow such operational improvement, then any future Savings Shortfall the improvement would have corrected will be stipulated and added to the annual reported Verified Savings for the remainder of the Guarantee Performance Term.

9. Changes in Factors Affecting Energy Use

- a. The District shall notify Contractor in writing within ten (10) business days of any change in any Factor Affecting Energy Use. Contractor will determine the effect that any such change would have had on the obligations and rights under this agreement (such as changes to the Savings, Baseline Energy Use, etc....) and present to the District a written analysis of the effects of the changes. Changes that are long term or permanent will be reflected in a change to the Baseline Energy Use. Temporary changes that affect energy use will be calculated and added to or subtracted from reported Savings for the corresponding months.
 - b. If a change in any of the Factors Affecting Energy Use occurs and results in a reduction of Savings, the Guaranteed Savings shall be reduced accordingly, or the reported Savings will be adjusted upward.
10. District and Contractor may from time-to-time desire to make changes to the Project infrastructure for the express purpose of increasing Savings. It is agreed that these changes will only be made with the written consent of both parties, which will not be unreasonably withheld. The Baseline Energy Use will not be adjusted to reflect any changes agreed to under this subparagraph without the mutual agreement of the parties, except that if Contractor elects to pay for the cost of any such changes that would not unreasonably interfere with the conduct of District's business, and the District does not consent to such changes, then reported Verified Savings will be adjusted by the amount of savings projected from the changes.
11. When the Project's effect on savings cannot be accurately determined for any given period of time due to construction or other major changes to the Premises, Projected Savings will be used in lieu of Verified Savings for the corresponding period of time.
12. Contractor has the right to charge the District for work required to assess the effect on Baseline Energy Use for any large-scale changes, including, but not limited to, building additions, new buildings, and new or changed HVAC or other equipment, that require more than forty (40) hours per year to be spent in calculating their effect on the Savings. Such hours will be billed at current Contractor engineering rates. Current rates for engineering are based at \$150/hr. starting in 2023 and shall be escalated at 3% annually for the years following years guaranteed not to exceed \$230/hr in 2039. Before initiating such work, Contractor will notify the District in writing of the intent and cost associated with the work. The District will, within 45 days in writing, notify Contractor with permission to proceed or, alternatively at no charge, to stipulate that the Guaranteed Savings for the existing Premises in question be used for the purpose of calculating the Verified Savings. If Contractor does not receive written notice within 45 days, the Guaranteed Savings for the existing Premises in question will be used as Projected Savings until such time that the District approves the work, as long as the scope of the work has not changed.

13. The District agrees that Contractor shall have the right, with 24 hours prior written notice, to inspect the Premises to determine if the District is in compliance with its obligations as set forth herein. In the event that any inspection discloses that the District has failed on the date of the inspection to be in compliance with any items set forth herein, then the Guaranteed Savings shall be assumed to have been achieved for and with respect to the portion of the Performance Year during which such failure shall have existed.

**Exhibit G-3
Miscellaneous Terms and Conditions**

1. Utility Savings Derivation

Savings may be derived from new and retrofitted mechanical and electrical equipment, controls, light fixture retrofits, water fixture retrofits, new utility rate structures or on-site generation, lighting specifications and efficiency improvements as generated by new and retrofitted equipment as listed in Exhibit B of the Agreement.

2. Baseline Conditions

Baseline Conditions is defined as the set of conditions that determined District's energy consumption during the 12-month Baseline Period. The Savings are based on consistent energy use and building operating patterns in the future as compared to the Baseline Conditions, with adjustments made for non-performing devices made operational to altered to meet building code requirements.

The Savings set forth in Exhibit "G-4" are based on the Factors Affecting Energy Use, as they are at the time this Agreement is executed. Changes in Factors Affecting Energy Use will be adjusted for according to the effect on original criteria.

3. Run Times / Conditions

Building Standard of Comfort

The design space temperatures for heating are 68 to 70degrees or less; the design space temperatures for cooling are 72 to 74degrees or more. Where applicable, the control system will be set to achieve the nominal design space temperature for heating or cooling. During unoccupied hours, the space temperatures for heating shall be adjusted to 55 to 60 degrees or less; the space temperatures for cooling shall be adjusted to 82 to 85 degrees or more.

Table 1. **Building Operating Hours**

Facility/Space Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Pacific Grove High School	None	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	None
Community High School	None	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	None
Adult School	None	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	7:00 AM – 4:00 PM	None
Pacific Grove Middle	None	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	None
Forest Grove Elementary	None	None	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	None

Robert Down Elementary	Events only	None	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	7:00 AM – 3:00 PM	None
District Office	Events only	None	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	None

Table 2. Lighting Parameters by Burn Group

Burn Hour Group	Burn Hour Group	Existing Burn Hours
Exterior	Exit/Em	8,760
24/7	Exterior	4,368
Classrooms	Gym	1,000
Office	Exit/Em	8,760
District Office	Exterior	4,368
Low Run Hour	Pool	1,000
Restrooms	Ballfield	1,000
Hallways	Exterior	4,368
Gymnasium	Ballfield	1,000

Industry averages and utility bill reconciliation were used to determine each Facilities’ operating hours for HVAC systems. The hours are respective to individual equipment and are detailed in the energy savings calculation spreadsheets used to determine the Energy Unit Savings.

4. Post-Installation Operating Parameters

During any school holidays, and any other building closure, the facilities shall be set back to unoccupied setpoints as defined in the Building Standard of Comfort above.

These operating hours are generally applicable to each facility as a whole. However, there may be cases where individual rooms or spaces are utilized less than these hours. In such cases, ABM will schedule the HVAC system to match the space usage, utilizing the occupied and unoccupied space temperature setpoints stated above.

It is important to note savings are based on the occupancy schedules and setpoints stated above. In order to maximize the actual utility bill savings, sites should be kept at these schedules and setpoints.

**Exhibit G-4
Baseline Parameters and Annual Guaranteed Savings**

1. Annual Baseline Energy Use

Table 3. Baseline Annual Energy Use

Facility	Sq. Ft.	Electric Demand (kW / Yr.)	Electric Use (kWh)	Electric Cost (\$)	Fuel Use (MMBtu)	Fuel Cost (\$)	Water Use (kGal)	Water Cost (\$)
Adult School	25,536	*	55,748	\$15,909	282	\$5,657	350	\$13,171
Community High School	30,919	*	62,931	\$17,447	579	\$10,716	568	\$21,966
District Office/Maintenance	16,550	*	44,672	\$13,767	248	\$5,541	2,271	\$85,661
Forest Grove ES	39,257	903	186,638	\$51,859	1,503	\$29,731	1,499	\$57,584
High School	95,338	2,306	528,634	\$143,526	7,164	\$125,811	2,854	\$104,833
Middle School	65,136	835	234,673	\$59,559	1,360	\$26,929	443	\$17,009
Robert Down ES	47,153	690	157,297	\$39,639	795	\$15,086	1,596	\$60,414

*These utility consumption and/or cost values were not available because the utility is not paid by PGUSD, the facility does not use that utility type, the utility type is not metered, or the applicable account could not be identified by PGUSD. For these utilities, there were no energy savings calculated at those facilities. However, if data becomes available, ABM reserves the right to calculate these savings and include them in the Energy Unit Savings for the applicable year.

2. Energy Rates

Table 4 below includes the Initial Baseline Energy Rates that will be used to calculate Year 1 Savings. These rates will be escalated annually by 9% for purposes of calculating Savings starting with Year 2 of the term. Savings shall be calculated using the escalated Initial Baseline Energy Rates or Performance Year (Actual) energy rates for each location, whichever results in greater Savings. Actual energy and utility rates may be calculated at the end of each Agreement year if utility billing information is provided for the Performance Year using the same methodology as was employed to determine the Baseline energy rate in the Comprehensive Energy Analysis Report.

Table 4. Initial Baseline Energy Rates

Facility	\$/kW	\$/kWh	\$/MMBtu	\$/kGal
Adult School	*	\$0.285	\$20.066	\$37.653
Community High School	*	\$0.277	\$18.518	\$38.687
District Office/Maintenance	*	\$0.308	\$22.377	\$37.725
Forest Grove ES	\$17.182	\$0.195	\$19.785	\$38.418
High School	\$17.249	\$0.196	\$17.563	\$36.728
Middle School	\$17.306	\$0.192	\$19.795	\$38.439
Robert Down ES	\$17.302	\$0.176	\$18.979	\$37.854

3. Projected Annual Consumption and Demand Savings

ABM estimates the following annual reduction of utility and energy demand and consumption. These figures have been used to calculate total Energy & Utility Cost Avoidance (Savings).

Table 5. Projected Annual Energy Use Savings

kW	kWh	MMBtu	kGal
431.6	160,588	1,187	594

4. Guaranteed Savings Summary

Using the above Baseline Energy Rates, the savings from Energy and Operational Cost Avoidance for Performance Year One is **\$367,802**.

The breakdown is as follows:

Energy Cost Avoidance: \$85,688

Operation and Maintenance Cost Avoidance: \$21,450

Capital Cost Avoidance: \$260,664

The Operation and Maintenance (O&M) and Capital Cost Avoidance combined as “Operational Cost Avoidance” dollar savings values have been agreed to by both parties to occur as a result of the installation of the project. The sum of these savings values for each guaranteed year will be added to

the Energy Cost Avoidance for each specific year as noted and will therefore be deemed achieved upon execution of this Agreement.

5. Annual Guarantee Escalation Rates:

The Guaranteed Savings amounts will be escalated annually starting with Year 2 of the term as follows:

Energy Cost Avoidance: 9%

Operation and Maintenance Cost Avoidance: 9%

Capital Cost Avoidance: 0%

Exhibit G-5 Measurement & Verification

ABM and the District agree the Verified Savings by ECM or utility type will be determined using the following Measurement & Verification (“M&V”) plans further described in this section. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on industry standard Measurement and Verification Guidelines.

During the term of the Agreement, Contractor may adjust Savings due to changes in the standards and comforts as described in Exhibit G-3, building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the Savings calculated by this M&V plan.

The following is a brief overview of the M&V methodologies applicable to the Improvement Measures set forth below. Contractor shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) in connection with the provision of M&V Services hereunder.

Selected M&V Methodology Description:

Retrofit Isolation Option A: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement or verification of key parameters of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with annual or one-time measurements before and after the Installation Period or as outlined in the M&V descriptions below.

Partial measurement or verification means that some but not all parameters will be measured or verified. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre and post-retrofit measured and stipulated parameters are used to calculate Savings for the duration of the Performance Term.

The M&V Plan for this Project does not include a utility bill comparison (known as Option C or Whole Facility monitoring). In this case, Option C would not be cost-effective, requiring extensive ongoing review of equipment not impacted by this project. The ECM's within this Project will generate Savings that are expected to have minimal variation, so Retrofit Isolation will provide the appropriate level of cost/benefit to the Agency.

Annually during the Reporting Term, site inspections will be performed to verify equipment remains in place and in proper condition to produce the expected savings.

Table 6. Project-Specific Savings Measurement & Verification Plan

Measure	M&V Description
Lighting M&V Approach: Option A	<p>Baseline: Existing fixture wattages will be measured using a statistically valid sample size. Existing fixture wattages are used in the individual fixture calculations on a room-by-room basis, and multiplied by the stipulated burn hours in Exhibit C.</p> <p>Post-Installation: Measure a similar statistically valid sample size of new fixture wattages. These wattages will be used in the same calculation methodology as the baseline above.</p> <p>Ongoing: Annual visual inspection (during Reporting Term) of a sample of fixtures to ensure fixtures have not been replaced with higher wattage fixtures.</p>
Building Automation System M&V Approach: Option A	<p>Baseline: For buildings with an existing building automation system, run hours were verified using existing control system and additional hours were identified to setback temperatures during unoccupied hours. For buildings without an existing building automation system, run hours were verified by building staff and checking existing thermostats. In both cases, equipment data was gathered, and engineering design standards were used to determine existing operating conditions of systems.</p> <p>Post-Installation: Verify proper programming of schedules, set points, and other general energy-saving controls strategies. Post-installation energy use will be determined with engineering methods using measured set points and trending data, where available. Savings will be stipulated for the term of the guarantee.</p> <p>Ongoing: Annual EMS inspection and trending review to verify HVAC control sequence of operation, temperature setbacks, and unit operating schedules.</p>
HVAC Equipment Replacements M&V Approach: Agreed Upon	<p>Baseline: Engineering methods used to calculate savings for the upgrade of HVAC equipment and AHUs. Existing name plate efficiency (EER/COP for HVAC equipment and fan motor efficiency) adjusted for equipment age and condition used for baseline conditions, typically a 1 SEER reduction in efficiency per 10 years of age of equipment.</p> <p>Post-Installation: Verification of proper installation and new name plate equipment efficiencies (EER/COP for HVAC equipment and fan motor efficiency) and operation during construction phase to verify savings. Savings will be re-calculated based on as-built conditions. No further calculations will be performed.</p> <p>Ongoing: Annual visual inspection (during Reporting Term) of a sample of scope items.</p>
Building Envelope M&V Approach: Agreed Upon	<p>Baseline: Building Envelope was inspected during baseline activities and air gaps and other deficiencies were noted and measured. Data was then incorporated into engineering methods to determine the existing conditions and potential savings.</p>
	<p>Post-Installation: As-built documentation will be compared to the contractual scope of work and visually inspected for proper installation. Savings will be re-calculated based on as-built conditions. No further calculations will be performed.</p>

Measure	M&V Description
	<p>Ongoing: Annual visual inspection (during Reporting Term) of a sample of scope items.</p>
<p>Water Conservation M&V Approach: Option A</p>	<p>Baseline: existing fixtures and water heater(s) were audited and engineering methods were used to calculate energy and water savings. A statistically valid sample of fixtures will be measured for flow rate (gallons per minute) or flush volume (gallons per flush) to verify baseline calculations. Occupancy and usage are stipulated.</p> <p>Post-Installation: Measure a similar statistically valid sample size of new fixtures for flow rate or flush volume. Savings will be re-calculated based on as-built conditions. No further calculations will be performed.</p> <p>Ongoing: Annual visual inspection (during Reporting Term) of all scope items.</p>

Exhibit G-6 Savings Calculations

Lighting Upgrade

The existing lighting kW baseline is calculated by counting and recording each individual fixture on a room by room, area by area basis and recording their individual wattage. The existing fixture wattages are then multiplied by the number of fixtures and tabulated to determine the KW connected load. This will serve as the existing baseline for lighting connected load and lighting consumption. After determining a list of proposed ECMs the same calculations are conducted for the proposed lighting. Each proposed upgrade is counted and recorded, and each individual retrofit type will be allocated the new wattage to determine the new KW; the annual run hours are applied to determine the new annual kWh consumption. HOBO Lighting and Occupancy loggers/ personnel interviews were used to get the lighting runtime. The runtime for lighting will be included on space by space basis in the lighting audit included in the appendix.

The total lighting system kW demand savings is calculated by taking the existing system kW demand less the proposed system kW demand. The total kWh savings is also calculated by taking the existing kWh less the proposed kWh. The calculation is represented by the following equation:

$$\text{Existing kWh} = \sum (\text{Existing Fixture kW} * \text{Annual Run Hours})$$

$$\text{Proposed kWh} = \sum (\text{Proposed Fixture kW} * \text{Annual Run Hours})$$

$$\text{Total kWh Savings} = \sum (\text{Existing kWh} - \text{Proposed kWh})$$

$$\text{Total kWh Dollar Savings} = \sum (\text{kWh Savings} * \text{kWh Utility Rate})$$

Lighting Heating Penalty and Cooling Savings were calculated to account for the HVAC /Lighting interaction and the appropriate Cooling COPs and heating efficiencies were used to account for the reduction in cooling load and heating penalty as shown below:

$$\text{Cooling Savings} = \frac{\left(\frac{\text{lighting}}{\text{savings}}\right) \times 3,413 \times \left(\frac{\text{cooling}}{\text{period}}\right) \times \left(\frac{\text{chiller}}{\text{factor}}\right)}{12,000 \times \left(\frac{\text{lighting}}{\text{period}}\right)}$$

$$\text{Heating Penalty} = \frac{\left(\frac{\text{lighting}}{\text{savings}}\right) \times 3,413 \times \left(\frac{\text{heating}}{\text{period}}\right)}{1,000,000 \times \left(\frac{\text{boiler}}{\text{eff.}}\right) \times \left(\frac{\text{lighting}}{\text{period}}\right)}$$

HVAC Equipment Upgrades and Building Automation (Equipment Scheduling)

Temp/RH loggers were used along with Outdoor Air Temps to determine the runtime and set points of the equipment.

The equipment load is assumed to vary linearly with OAT (Outdoor Air Temp) with Balance Point (BP) being the temp at which the building is in equilibrium with no heating or cooling need. Based on this relationship using the bin-hours, % Loading is calculated for each bin with equipment being 100% loaded at design load and no load at the assumed balance point

EER /COP for the equipment used in the calculation is obtained from the cut sheet (where name plate data was available) and adjusted for equipment in poor condition.

Building Schedule was obtained from the customer and is specific to each building. Difference between the existing equipment schedule and actual (or proposed) schedule results in these savings. Difference between the existing and proposed annual bin hours are used to come up with the annual unoccupied hours (shutdown period in the formula below) used to calculate the scheduling savings.

$$\text{Cooling/Heating Ratio} = (\text{Bin Temp} - \text{CBP}) / (\text{Peak Bin Temp} - \text{CBP})$$

$$\text{Cooling Load} = \text{Cooling Ratio} * \text{ECL} * \text{SCHEDULED}$$

$$\text{EER} = \text{Cooling Ratio} * (\text{EERHIGH} - \text{EERLOW}) + \text{EERLOW}$$

$$\text{SEER} = \text{Weighted average calc of EER BINS}$$

$$\text{Cooling Efficiency} = 12 / \text{EER}$$

$$\text{Cooling Energy Usage} = \text{Cooling Efficiency} * \text{Cooling Load} * \text{Bin Hours}$$

$$\text{Heating Load} = \text{Heating Ratio} * \text{EHL} * \text{SCHEDULED}$$

$$\text{COP} = \text{Heating Ratio} * (\text{COPHIGH} - \text{COPLOW}) + \text{COPLOW}$$

$$\text{HSPF} = \text{Weighted average calc of COP Bins} * (3.412 \text{ Btu/W})$$

$$\text{Elec. Heating Energy Usage} = \text{Elec. Heating Load} / \text{COP} / (3.412 \text{ Btu/W}) * \text{Bin Hours} / (1000 \text{ W/kW})$$

Natural Gas Heating Energy Usage = Gas Heating Load / GASEFF * Bin Hours / (102800 Btu/CCF)

Electricity Savings = (Existing Cooling Energy Usage + Existing Elec. Heating Energy Usage) - (Proposed Cooling Energy Usage + Proposed Elec. Heating Energy Usage)

Natural Gas Savings = Existing Natural Gas Heating Energy Usage - Proposed Natural Gas Heating Energy Usage

Dollar Savings = Electricity Savings * ECOST + Natural Gas Savings * NGCOST

Outdoor Air Adjustment

The amount of outdoor air 'required' was calculated based on the local code requirements

The difference between the design OA and the required OA was the savings. Cooling savings were calculated using the 'Ventilation Preconditioning Bins' from BinMaker Pro software. Ton-hr./scfm of cooling or MBTU/scfm of heating energy was calculated the energy required to bring in a scfm of OA to indoor cooling and heating set points

Calculation Methodology

Average Winter Outdoor Temperature (below balance point temperature) = AWO

Annual Hours Below Balance Point Temperature (from Bin or Hourly Data) = AHB

Average Space Set Point Temperature = ASST

Pre-Retrofit CFM = Excess OA CFM to AHUs

Post-Retrofit CFM = 0 Excess OA

Savings (CFM) = (Pre-Retrofit CFM – Post-Retrofit CFM)

Total Annual BTUs Saved = CFM Savings x 1.08 x (ASST – AWO) x AHB

Total Annual Gas Saved = Annual BTUs Saved / (100,000 x Heating Efficiency)

Cooling Savings[kWh] = Ton – hr / cfm × Δcfm × kw / Ton

$$Heating\ Savings[MMBTU] = \frac{BTU / cfm \times \Delta cfm}{1,000,000 \times \left(\begin{matrix} boiler \\ eff. \end{matrix} \right)}$$

Building Envelope Upgrades

From the ASHRAE fundamentals handbook, the equation for heat transfer estimation is:

$$q = 1.08 * Q * \Delta T$$

Where:

q = heat loss/gain, measured in Btu/hr.

1.08 is a conversion factor accounting for the density of air (~ 0.075 lb./ft³ at sea level), the specific heat of air (0.24 Btu/lb./°F) and a conversion from minutes to hours (60)

ΔT is the temperature difference between the outdoors and the building set point.

Q is the rate of airflow rate

Airflow rate is calculated as:

$$Q = A \cdot \sqrt{C_s \Delta T + C_w \cdot V^2}$$

Where:

Q is the airflow rate

A is the gap area (as recorded in the survey)

C_s is the stack coefficient

C_w is the wind coefficient

V is the average wind speed

The stack and wind coefficients are dependent on building height and are available as table lookups provided from ASHRAE. Average wind speed is obtained from NOAA comparative climactic data for locations throughout the U.S. Temperature bin data, obtained from a software package called BinMaker Pro which utilizes climactic design data obtained from ASHRAE. For each temperature bin, the heat loss/gain equation is applied and the summation of outputs from these equations provides an estimate of the heat transfer characteristics for a building.

Exhibit H-1

**DELIVERY AND ACCEPTANCE CERTIFICATE
UPON SUBSTANTIAL COMPLETION**

District hereby acknowledges receipt of the Energy Conservation Measure(s) (the "ECM(s)") described below as Substantially Complete in accordance with the terms of the Bundled Energy Solutions Agreement between the Parties. District hereby accepts the ECM(s) listed hereto after full inspection thereof as satisfactory, subject to terms and conditions set forth in the Agreement.

Substantial Completion Date:

ECM(s):

Date Accepted by District: _____

Accepted for: **District**

Accepted by: _____

Name: _____

Title: _____

Note: ECM(s) to which this Delivery and Acceptance Certificate relates is/are attached hereto.

Exhibit H-2

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

FINAL ACCEPTANCE OF PROJECT

District hereby acknowledges Final Acceptance of all Energy Conservation Measures (the "ECMs") described below in accordance with the Bundled Energy Solutions Agreement between the Parties. District hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. District agrees to make the required payment(s) to Contractor as set forth in the Agreement.

Date Accepted by District: _____

Guarantee Commencement Date: _____

Accepted for: **District**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates are attached hereto.

Exhibit I

On-Going Services

[Insert Ongoing Post-Installation Scope and Duration If Any]

Exhibit J

Prevailing Wage Schedule

To the extent required by California Labor Code §1771 or other applicable law, all employees of Contractor and Contractor's subcontractors performing Work under this Agreement will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, District will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work and will cause copies of such determinations to be kept on file at its principal office and posted at each Site. District will promptly notify Contractor of any changes to any such prevailing wage determination.

**Exhibit K
Change Order Form**

This form will be modified to fit the specific change(s) being requested.

Scope Location	Original Scope Description

Scope Location	Proposed Change to Scope Description

Cost Impact:

Schedule Impact:

Savings Impact:

Changes to the original scope can be addressed either by revising the Guaranteed Savings, or by applying a Savings Adjustment to the Reported Savings. This Change Order will address the impact as follows:

(Description will be added here.)

Approvals

ABM BUILDING SOLUTIONS, LLC

District

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Signature (Authorized Representative)	Signature (Authorized Representative)
Name	
Title:	Title:
Date:	Date:

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

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

SUBJECT: PGUSD Calendar 2024-2025 and 2025-2026

DATE: January 11, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Pacific Grove Unified School District Calendar proposal for the 2024-2025 and 2025-2026 school years.

BACKGROUND:

The process for developing the Pacific Grove Unified School District’s calendar is clearly defined in the collective bargaining agreement with the Pacific Grove Teachers Association. The calendar committee consists of two PGTA members, two CSEA members, and two administrators. They developed three calendar options which were put to a vote by all employee groups.

INFORMATION:

Employees ranked the calendar choices in order of preference. Here are the results:

- Option 1 = 76 first choice, 101 second choice, 22 third choice.
- Option 2 = 106 first choice, 41 second choice, 52 third choice.
- Option 3 = 19 first choice, 52 second choice, 128 third choice.

Based on the results of the voting, the committee recommends that the Board of Trustees approve calendar Option 2. The Option 2 calendars for 2024-2025 and 2025-2026 are included in the board packet. This option includes the following highlights.

In 2024-2025

- Welcome Back Breakfast is Thursday, Aug. 1 ,2024. The new employee orientation is on July 31.
- School begins on Tuesday, Aug. 6, 2024.
- Wednesday, Nov. 27, is a minimum day for students (The day before Thanksgiving)
- February break is a full week plus the preceding Friday
- Professional development day is on March 17, 2025.
- *First Semester = 90 Student Days*
- *Second Semester = 90 Student Days*

In 2025-2026

- Welcome Back Breakfast is Thursday, July 31 ,2025
- School begins on Tuesday, Aug. 5, 2025.
- Wednesday, Nov. 26, is a minimum day for students (The day before Thanksgiving)

- February break is a full week plus the preceding Friday (a total of six days off)
- Professional development day is on March 16, 2026.
- *First Semester = 90 Student Days*
- *Second Semester = 90 Student Days*

FISCAL IMPACT:

This item has no fiscal impact.

Pacific Grove Unified School District - 2024-2025 - DRAFT

180 Day School Calendar						Date	Event
July 2024	29	30	31	1	2	7/31	New Hire Orientation
Aug 2024	5	6	7	8	9	8/1	Welcome
	12	13	14	15	16	8/2	Professional Development Day (Non Student Day)
	19	20	21	22	23	8/5	Teacher Prep Day (Non Student Day)
	26	27	28	29	30	8/6	First day of School
Sept 2024	2	3	4	5	6	9/2	Labor Day Holiday
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
Oct 2024	30	1	2	3	4	10/5	Butterfly Parade
	7	8	9	10	11	10/11	End of 1st Quarter (48 Days)
	14	15	16	17	18	10/14-10/18	Fall Break
	21	22	23	24	25		
Nov 2024	28	29	30	31	1		
	4	5	6	7	8		
	11	12	13	14	15	11/11	Veterans Day Holiday
	18	19	20	21	22	11/27	Minimum Day for Students and Classified Staff
Dec 2024	25	26	27	28	29	11/28-11/29	Thanksgiving Holiday
	2	3	4	5	6	12/20	End of 2nd Quarter (42 Days)
	9	10	11	12	13	12/20	End of 1st Semester (90 Days)
	16	17	18	19	20	12/20	Minimum Day for Students and Classified Staff
Jan 2025	23	24	25	26	27	12/23-1/3	Winter Break
	30	31	1	2	3	1/1	New Year's Holiday
	6	7	8	9	10	1/6	Teacher Prep Day (Non Student Day)
	13	14	15	16	17		
Feb 2025	20	21	22	23	24	1/20	Martin Luther King Jr. Holiday
	27	28	29	30	31		
	3	4	5	6	7		
	10	11	12	13	14		
March 2025	17	18	19	20	21	2/14-2/21	Presidents' Break
	24	25	26	27	28		
	3	4	5	6	7		
	10	11	12	13	14	3/14	End of 3rd Quarter (42 Days)
April 2025	17	18	19	20	21	3/17	Professional Development Day (Non Student Day)
	24	25	26	27	28		
	31	1	2	3	4		
	7	8	9	10	11	4/11	Minimum Day for Students and Classified Staff
May 2025	14	15	16	17	18	4/14-4/18	Spring Break
	21	22	23	24	25		
	28	29	30	1	2	5/26	Memorial Day
	5	6	7	8	9	5/30	End of 4nd Quarter (48 days)
May 2025	12	13	14	15	16	5/30	End of 2nd Semester (90 days)
	19	20	21	22	23	5/30	Last Day of School
	26	27	28	29	30	5/30	Minimum Day for Students /180-190 Classified Staff
	<div style="display: flex; justify-content: space-between;"> First Day/Last Day of School Breaks </div> <div style="display: flex; justify-content: space-between;"> Professional Development Day/Teacher Prep Day Holiday (9 total) </div> <div style="display: flex; justify-content: space-between;"> Welcome Local Holiday (5 total) </div> <div style="display: flex; justify-content: space-between;"> Minimum Day for Students and Classified Staff (4 total) </div>						
185 Work Days - Current Teachers			186 Work Days - New Teachers			Instructional Days 180	

Pacific Grove Unified School District - 2025-2026 - DRAFT

180 School Calendar						Date	Event
July 2025	28	29	30	31	1	7/30	New Hire Orientation
Aug 2025	4	5	6	7	8	7/31	Welcome
	11	12	13	14	15	8/1	Professional Development Day (Non Student Day)
	18	19	20	21	22	8/4	Teacher Prep Day (Non Student Day)
	25	26	27	28	29	8/5	First day of School
Sept 2025	1	2	3	4	5	9/1	Labor Day Holiday
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
Oct 2025	29	30	1	2	3	10/4	Butterfly Parade
	6	7	8	9	10	10/10	End of 1st Quarter (48 Days)
	13	14	15	16	17	10/13-10/17	Fall Break
	20	21	22	23	24		
Nov 2025	27	28	29	30	31		
	3	4	5	6	7	11/11	Veterans Day Holiday
	10	11	12	13	14	11/26	Minimum Day for Students and Classified Staff
	17	18	19	20	21	11/27-11/28	Thanksgiving Holiday
Dec 2025	24	25	26	27	28		
	1	2	3	4	5	12/19	End of 2nd Quarter (42 Days)
	8	9	10	11	12	12/19	End of 1st Semester (90 Days)
	15	16	17	18	19	12/19	Minimum Day for Students and Classified Staff
	22	23	24	25	26	12/22-1/2	Winter Break
Jan 2026	29	30	31	1	2		
	5	6	7	8	9	1/5	Teacher Prep Day (Non Student Day)
	12	13	14	15	16		
	19	20	21	22	23	1/19	Martin Luther King Jr. Holiday
Feb 2026	26	27	28	29	30		
	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20	2/13-2/20	Presidents' Break
March 2026	23	24	25	26	27		
	2	3	4	5	6		
	9	10	11	12	13	3/13	End of 3rd Quarter (42 Days)
	16	17	18	19	20	3/16	Professional Development Day (Non Student Day)
April 2026	23	24	25	26	27		
	30	31	1	2	3		
	6	7	8	9	10	4/10	Minimum Day for Students and Classified Staff
	13	14	15	16	17	4/13-4/17	Spring Break
May 2026	20	21	22	23	24		
	27	28	29	30	1	5/25	Memorial Day
	4	5	6	7	8	5/29	End of 4nd Quarter (48 days)
	11	12	13	14	15	5/29	End of 2nd Semester (90 days)
May 2026	18	19	20	21	22	5/29	Last Day of School
	25	26	27	28	29	5/29	Minimum Day for Students /180-190 Classified Staff
	First Day/Last Day of School						
Professional Development Day/Teacher Prep Day							Holiday (9 total)
Welcome							Local Holiday (5 total)
Minimum Day for Classified Staff (4 total)							
185 Work Days - Current Teachers			186 Work Days - New Teachers			Work Days 180	

- 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: Renewal Contract for Financial Advisory Services with Dale Scott and Company (DS&C) for FY’s 2023-24 through 2027-28.

DATE: January 11, 2024

PERSON RESPONSIBLE: Joshua Jorn Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board approve the attached 5 year contract for Municipal Advisory Services with Dale Scott and Company (DS&C)

BACKGROUND:

The District currently has two (2) General Obligation (GO) Bonds **Measure A** and **Measure D**.

The District wishes to address its capital funding needs, review its current debt profile, place one or more general obligation bonds before the voters for a tax extension, and issue general obligation bonds, certificates of participation, refunding bonds, and/or bond anticipation notes.

In connection with this goal, Dale Scott & Company, Inc. (“DS&C”) proposes to advise and assist the District as its municipal advisor as set forth below in the attached Agreement for Municipal Advisory Services for the Term of 5 years.

The contract includes:

- A. Voter Survey Research. If desired, Design and draft a survey of registered voters of the District, incorporating comments from the District, coordinating the gathering of data, and analyzing and presenting the results to the District. - \$15,000 (*one time FY23/24*)
- B. Pre-Election Services. If desired, support the District in preparation for and/or conducts a bond election or extension - \$15,000 (*one time FY23/24*)
- C. Bond Issuance Services. Analyze issues such as debt capacity, assessed valuation growth, alternative financing \$75,000 (*per issuance for Series C and D*)

FISCAL IMPACT:

Unrestricted General Fund, \$30,000 FY2023/24 for Voter Survey and Pre-Election Services

\$75,000/issuance for subsequent Bond Series Issuance (Series C and D)

October 27, 2023

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

**Re: Pacific Grove Unified School District
Agreement for Municipal Advisory Services**

Dear Mr. Jorn,

As requested, attached please find our renewal agreement to advise and assist the Pacific Grove Unified School District as municipal advisor. We look forward to the opportunity to continue to work with the District.

Sincerely,



Dale Scott, President

**Pacific Grove Unified School District
Agreement for Municipal Advisory Services**

The Pacific Grove Unified School District (the "District") wishes to address its capital funding needs, review its current debt profile, place one or more general obligation bonds before the voters and issue general obligation bonds, certificates of participation, refunding bonds, and/or bond anticipation notes (collectively, the "Bonds"). In connection with this goal, Dale Scott & Company, Inc. ("DS&C") proposes to advise and assist the District as its municipal advisor as set forth below (the "Agreement").

I. Advisory Services Provided. The services to be provided under this Agreement are set forth below:

a. **Voter Survey Research.** If so requested, design and draft a random survey of registered voters of the District, incorporating comments from the District, coordinating the gathering of data, and analyzing and presenting the results to the District. Specific information will include:

- Overall performance of district
- Quality of education
- Quality of district facilities
- Perceived need for a bond issue
- Need for the funding of specific projects
- Willingness to raise taxes for bond

b. **Pre-Election Services.** If the District prepares for and/or conducts a bond election, DS&C will provide the following services:

- Review District's overall financing needs and recommend appropriate financing vehicle
- Develop an election and financing timetable
- Review historical assessed valuation patterns
- Calculate bonding capacity of District, less any outstanding debt
- Prepare a financing plan including alternative amortization schedules of the Bonds' principal repayment, alternative total bond issue amounts, alternative repayment plans, and alternative scenarios for timetable of bond issuance
- Analyze impact of alternative bond scenarios on tax rates
- Recommend proposed bond amount and issuance schedule
- Prepare proposed ballot language for legal review
- Review financial aspects of resolutions prepared by bond counsel to confirm that potential financing plans are permitted by the terms of the resolution
- Advise District as to non-legal aspects of information to be distributed to public regarding proposed bond issue
- Prepare tax rate statement for ballot
- Prepare argument for ballot and rebuttal (if necessary)

c. **Bond Issuance Services.**

- Analyze issues such as debt capacity, assessed valuation growth, alternative financing structures, and developments in the bond market
- If requested, oversee the selection process and assembly of finance team members
- Prepare schedule of financing and see that all parties take the necessary actions to ensure timely completion of financing
- Size and structure the bond financing to meet District's cash flow needs and tax rate goals
- Provide legal counsel with information necessary for the preparation of authorizing resolutions and related legal documentation
- Advise District as to available and appropriate pricing mechanisms for the Bonds
- Manage bid process for competitive sales including posting of Notice of Sale, monitoring bids, and coordinating the award of Bonds
- Oversee negotiated sales process, review preliminary and proposed interest rate scales provided by underwriter, and advise the District with respect to the competitiveness of proposed interest rates
- Assist with management and coordination of pre-closing and closing as needed

II. **Limitations on Services.**

- a. The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by DS&C.
- b. Unless otherwise provided above, DS&C is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about DS&C provided by DS&C for inclusion in such documents.

III. **Compensation.** Payment of all fees and expenses shall be made from either bond proceeds (as permitted) or any other source of legally available funds. For its services, DS&C shall be compensated as follows:

- a. **Voter Survey Research.** Should the District request DS&C to undertake voter survey research, the District shall pay DS&C a fee of \$15,000 per survey for preparation and analysis plus third-party data collection services billed at cost, payable upon the delivery of survey results.
- b. **Pre-Election Services.** For Pre-Election Services, the District shall pay DS&C a fee of \$15,000 per election payable upon the adoption of the election resolution.
- c. **Bond Issuance Services.** For Bond Issuance Services, the District shall pay DS&C a fee of \$75,000 per series of Bonds contingent on the sale of each bond series.
- d. **Expenses.** Third-party and out-of-pocket expenses are payable upon receipt of the invoice and will be billed at their direct cost, with the exception of third-party creative, design, and communication services, which will be billed at their direct cost plus 10%.

IV. **Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date signed by an authorized representative of the District and remain in effect for five years. Either party may terminate this Agreement at any time with the following conditions: a) If requested by

DS&C, written notice shall be provided 30 days prior to such termination; b) if requested by the District, Board action approving such termination shall be provided 30 days prior to such termination and the District agrees to compensate DS&C for its expenses and services performed to date as mutually agreed upon.

The District agrees DS&C shall be the sole municipal advisor in relation to the sale of the Bonds during the term of this Agreement, and that no additional municipal advisors shall be hired by the District for the services described in this Agreement without the written consent of DS&C.

V. Additional Matters.

- a. **Insurance.** DS&C shall maintain in full force and effect workers' compensation insurance and general liability insurance covering its employees at its own expense. Evidence of such insurance shall be provided to the District upon request.
- b. **Entire Agreement and Amendments.** This Agreement contains the entire understanding of the parties with respect to the subject matter herein. No amendment or addition to this Agreement shall be valid unless such amendment or addition is in writing and signed by the parties hereto.
- c. **Jurisdiction.** It is expressly understood and agreed that this Agreement and all questions arising there under shall be construed according to the laws of the State of California, without reference to any conflicts of law provisions. Any litigation or arbitration between the parties will take place in the appropriate court or legal forum located closest to San Francisco, California.
- d. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- e. **Independent Contractor.** DS&C are independent contractors and not agents or employees of the District and shall have no authority to act as an agent of the District, nor to enter into any agreement for or on behalf of the District except as provided herein.
- f. **Property of District.** All work performed by DS&C pursuant to this Agreement shall become the property of the District, is for the sole use of the District, and shall not be released to any third party without prior written consent of the District.
- g. **Notices.** The parties may deliver any documents related to this Agreement or any notices required by email or other electronic means. The parties consent to (i) conduct business electronically, (ii) receive documents and notices by such electronic delivery, and (iii) sign documents electronically. Where written notice is to be given under this Agreement, service shall be sufficient if deposited in the United States mail, postage paid, and shall be effective from the date of mailing. Notice to the parties shall be addressed to the signatories below at their respective addresses listed above.
- h. **Attorneys' Fees.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including but not limited to the recovery of damages for its breach, the prevailing party in said action or

proceedings shall be entitled to recovery of its costs and reasonable attorneys' fees, including the reasonable value of the services of the counsel of the District or the counsel of DS&C.

- i. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed original and valid.
- j. **Severability.** If a provision of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.
- k. **Certain Mandatory Disclosures.** DS&C agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are attached here as Appendix A. DS&C agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and shall be deemed incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

Dale Scott & Company, Inc.

Pacific Grove Unified School District

By:

Accepted:



Dale Scott, President

Title:

Date:

**APPENDIX A:
DISCLOSURES REQUIRED UNDER MSRB RULE G-10 AND G-42**

Required Disclosures. MSRB Rule G-10 and G-42 require that DS&C provide you with the following disclosures of actual and potential material conflicts of interest, of information regarding certain legal events and disciplinary history, and of information regarding municipal advisory client education and protection.

- 1) **Disclosures of Conflicts of Interest.** DS&C makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under its Agreement with the District, together with explanations of how DS&C addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, DS&C mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates DS&C to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to DS&C's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.
 - a) **Compensation-Based Conflicts.** The municipal advisory fees due under DS&C's agreement with the District are contingent upon the completion of the financing for which DS&C is providing municipal advisory services. While contingent compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for DS&C to advise the District to complete a financing or to alter the structure of a financing. The compensation due under this agreement may also vary based on the size of the bond issue. While this is not unusual in the municipal securities market, it may present a conflict of interest because it could create an incentive for us to advise the District to decrease or increase the size of the issue. These potential conflicts of interest are mitigated by our adherence to MSRB and SEC rules, including compliance with a duty of fair dealing and certain core standards of conduct when engaging in municipal advisory activities. Further, DS&C works closely and carefully with the District to ensure the structure of the financing is appropriate for the District's needs.
 - b) **Related Disclosure Relevant to the District.** DS&C may have made contributions to bond referendum campaigns or provided in-kind election-related assistance to bond referendum campaigns and the campaigns resulted in voter authorization for an issue under DS&C's agreement with the District. Similarly, DS&C may have made contributions to charitable organizations at the request of personnel of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with DS&C under its Agreement.
 - c) **Other Municipal Advisor Relationships.** DS&C serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under its agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, DS&C could potentially face a conflict of interest arising from these competing client interests.

- 2) **Disclosures Regarding Legal Events, Disciplinary History and Client Education and Protection.** MSRB Rule G-42 requires that municipal advisors provide to its clients certain disclosures of legal or disciplinary events material to the clients' evaluation of the municipal advisor or the integrity of the municipal advisor's management or personnel. Additionally, MSRB Rule G-10 requires that municipal advisors provide to its clients certain disclosures of education and protection information. Accordingly, DS&C sets out below required disclosures and related information in connection with such disclosures.
- a) **Registration.** DS&C is registered with the US Securities and Exchange Commission and the MSRB. The website for the MSRB is www.msrb.org.
 - b) **Client Brochure.** A municipal advisory client brochure is available to you on the MSRB website that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.
 - c) **Material Legal or Disciplinary Events.** We do not believe that there are any legal or disciplinary events that are material to the District's evaluation of DS&C or the integrity of DS&C's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC. However, please note the disclosure provided in the next paragraph.
 - d) **Most Recent Change in Legal or Disciplinary Event Disclosure.** As required by the SEC, DS&C regularly updates its Forms MA and MA-I with information pertinent to the firm. In response to item 9(C) on DS&C's Form MA, in August 2019, DS&C filed notice regarding an administrative action related to the potential indirect involvement of DS&C in alleged SEC registration violations of certain consultants that worked for DS&C. DS&C agreed to settle with the SEC without admitting or denying any wrongdoing. There were no allegations of any misrepresentations or harm to any school district in the SEC's order.
 - e) **How to Access Form MA and Form MA-I Filings.** DS&C's most recent Form MA and each most recent Form MA-I filed with the SEC are located on the SEC's EDGAR system by searching for "Dale Scott & Co" at:
<https://www.sec.gov/edgar/searchedgar/companysearch.html>

- 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: Adoption of Resolution No. 1100 Proclaiming February 2024 as Black History Month

DATE: January 11, 2024

PERSON RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The Administration recommends that the Board of Education adopt Resolution No. 1100 Proclaiming February 2024 as Black History Month.

BACKGROUND:

The Board of Education requested this resolution, based upon Monterey Peninsula Unified School District sample.

INFORMATION:

Black History Month is an annual celebration of achievements by African Americans and a time for recognizing their central role in United States history. Pacific Grove Unified School District and its schools are committed to continuing the promotion of Black History Month and educating students about the significance of the month not only in February but yearlong, as well as about the accomplishments of African Americans.

Pacific Grove Unified School District has a culturally responsive curriculum at the elementary and secondary levels across subject matter. Teachers use the district adopted curriculum to teach students about the histories, cultures, struggles, and contributions of African Americans and their impact on American society.

PGUSD collaborates with the Monterey County Office of Education to expand and update the resources that are available to our teachers, so this instruction remains current and sustained throughout the school year.

FISCAL IMPACT:

None.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION No. 1100

Resolution Proclaiming February 2024 as Black History Month

WHEREAS, Black History Month is an annual celebration of achievements by African Americans and a time for recognizing their central role in United States history; and

WHEREAS, the origins of Black History Month begins in 1915, half a century after the 13th Amendment abolished slavery in the United States, and when historian Carter G. Woodson and minister Jesse E. Moorland founded the Association for the Study of Negro Life and History, an organization dedicated to researching and promoting achievements by Black Americans and other peoples of African descent; and

WHEREAS, since 1976, every U.S. president has officially designated the month of February as Black History Month, also known as African American History Month; and

WHEREAS, in 1976 when then President Gerald Ford officially recognized Black History Month, he urged Americans to honor the accomplishments of Black Americans, including the contributions and legacy of activists and civil rights pioneers such as, but not limited to, Frederick Douglass, Sojourner Truth, Marcus Garvey, Martin Luther King, Jr., Malcolm X, and Rosa Parks; and

WHEREAS, the Pacific Grove Unified School District and its schools are committed to continuing the promotion of Black History Month and educating students about the significance of the month not only in February but yearlong, as well as about the accomplishments of African Americans; and

NOW, THEREFORE, BE IT RESOLVED, that the Pacific Grove Unified School District Board of Education hereby declare the month of February 2024 as Black History Month. We urge all community members to join us in recognizing and honoring the central role African Americans have played in history.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District this 11th day of January, 2024 by the following vote:

AYES: NOES: ABSENT:

Brian Swanson, President

Elliott Hazen, Vice President

Jennifer McNary, Board Member

Laura Ottmar, Board Member

Carolyn Swanson, Board Member

Dr Linda Adamson, Superintendent

- 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: Board Governance Follow up and Discussion Regarding Future Topics

DATE: January 11, 2024

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

RECOMMENDATION:

The Administration Proposes the board consider and adopt the Board of Trustees’ Top 10 Norms that were established at the Governance training on 12/12/23. These norms relate to the pre-established norms specified as part of the current PGUSD Governance Handbook. Part of this discussion will also include agreement on specific dates and the proposed topics for future Governance sessions which include: (1) adoption of District goals and (2) a review of the Governance Handbook and Readoption.

BACKGROUND:

The primary objective of school board governance training is to enhance the effectiveness of our board by equipping members with the knowledge, skills, and best practices necessary to navigate the complexities of educational governance. This training aims to foster a culture of collaboration, transparency, and strategic decision-making that directly contributes to the success of our students, staff, and community. It is recommended that training be provided each year on a quarterly basis as a means of covering the necessary topics and content areas.

INFORMATION:

It is recommended that governance training be scheduled on dates identified collaboratively by the Board of Trustees and the Superintendent and then added to the future board meeting calendar as Special Meeting dates.

FISCAL IMPACT:

Training and Consultation Services will be provided by PGUSD’s legal firm, Lozano Smith, Attorneys at Law.



PGUSD Governance Handbook Board of Trustees' Top 10 Norms (Established 12/12/23)

1. *We take collective responsibility for the success of our governance team. (1a)*
2. *We are honest stewards of students' education and focus on what is best for them. (2a)*
3. *We set clear directions for the district. (2b)*
4. *We operate within our respective roles and responsibilities. (2d)*
5. *We model dignified behavior for our students, staff, and community. (2j)*
6. *We are mindful that every word spoken and every action taken contribute to the district's reputation, either for good or for bad. (2n)*
7. *We advance the effectiveness of our governance team through the individual and collective demonstration of integrity, consistency, responsibility, accountability, fairness, and transparency. (3a)*
8. *We do nothing to blindside fellow governance team members. (3f)*
9. *We reserve judgment on every matter until all known facts are communicated to the full Board. (3i)*
10. *We consistently treat fellow team members with respect, courtesy, and consideration. (6c)*

- 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: Board Calendar/Future Meetings

DATE: January 11, 2024

PERSON(S) RESPONSIBLE: Linda Adamson, 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 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 2023

Closed session times vary. Open session begins at 6:30 p.m.

Thursday, August 3	Regular Board Meeting ✓ Quarterly Facilities Project Updates* ✓ Review of Legal Services Costs
Thursday, August 17	Regular Board Meeting ✓ Student Enrollment Update ✓ Property Tax Report
Thursday, September 7	Regular Board Meeting ✓ Quarterly District Safety Update* (Superintendent Report) ✓ CSBA Policy Update ✓ Cultural Proficiency/Equity Presentation
Thursday, September 14 Closed session 5:30 p.m.	Special Board Meeting ✓ Unaudited Actuals ✓ Board Goals Discussion
Thursday, September 21 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Williams Uniform Complaint Report ✓ Resolution for the GANN Limit for 2023-2024
Monday, October 2 Closed session: 5:30 p.m. No open session	Special Board Meeting- Closed Session ✓ Candidate selection- Superintendent
Thursday, October 5 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Week of the School Administrator ✓ Board Goals check-in
Tuesday, October 10 Closed session: 9am-5pm No open session	Special Board Meeting- Closed Session ✓ Candidate interviews- Superintendent
Thursday, October 12 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Special Board Meeting- Closed Session ✓ Negotiations- Superintendent
Thursday, October 26 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Quarterly District Safety Update (Superintendent Report) ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CAASPP/ELPAC Review of Data
Thursday, November 2 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting
Thursday, November 16 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Intent Form Due (to serve as Board President/Clerk) ✓ Review of Special Education Contracts ✓ PGHS Course Bulletin Information/Discussion ✓ CSBA Policy Update
Thursday, December 7 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ District Goals Update ✓ Annual Cultural Proficiency Implementation Plan ✓ Quarterly Facilities Project Updates

Tuesday, December 12	Special Board Meeting- Closed Session Board Governance and self-evaluation
Thursday, December 14	Organizational Meeting <ul style="list-style-type: none"> ✓ Election of 2023-24 Board President and Clerk ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ CSBA Board Comments ✓ Employee Recognition ✓ CSBA Policy Update

Board Meeting Calendar January-June 2024

Closed session times vary. Open session begins at 6:30 p.m.

Thursday, January 11	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2024-25 ✓ Property Tax Update ✓ Resolution recognizing February as Black History Month ✓ School Accountability Report Cards ✓ LCAP Update <i>February 8 meeting</i>
Thursday, January 25	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ HR SSC Report Plan ✓ SARC ✓ NCBI Board Training
Thursday, February 8	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Report on Governor’s Budget Proposal ✓ Budget Development Calendar ✓ CSBA Policy Update ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2023-24 Audit Report ✓ School Resource Officer Contract ✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar ✓ Quarterly Facilities Project Updates* ✓ Resolution recognizing March as Women’s History Month
Thursday, March 7	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Second Interim ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels ✓ Board Goals Study Session
Thursday, March 21	<p>Special Board Meeting (if needed)</p> <ul style="list-style-type: none"> ✓
Thursday, April 4	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Quarterly District Safety Update (Superintendent Report) ✓ District Goals Update ✓ Review of Strategic Plan and LCAP (as needed) ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update

	<ul style="list-style-type: none"> ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month
Thursday, April 18	<p>Special Board Meeting (if needed)</p> <ul style="list-style-type: none"> ✓
Thursday, May 9	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Continue Superintendent Evaluation ✓ Board Goals for 2024-25 ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Retiree Recognition
Thursday, May 23	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Complete Superintendent's Evaluation ✓ 2024-25 Board Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ 2024-25 Budget Public Hearing ✓ LCAP Public Hearing ✓ Resolution recognizing June as LGBTQ+ Month
Thursday, June 6	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2024-25 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2024-25 ✓ Resolution recognizing Juneteenth

- 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: Fingerprinting Standards for Volunteers/Visitors/Contracting Entities

DATE: January 11, 2024

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

RECOMMENDATION:

The District Administration recommends the Board of Trustees review the attached information related to district adopted fingerprinting standards for volunteers and contracting entities.

BACKGROUND/INFORMATION:

The Board of Education recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

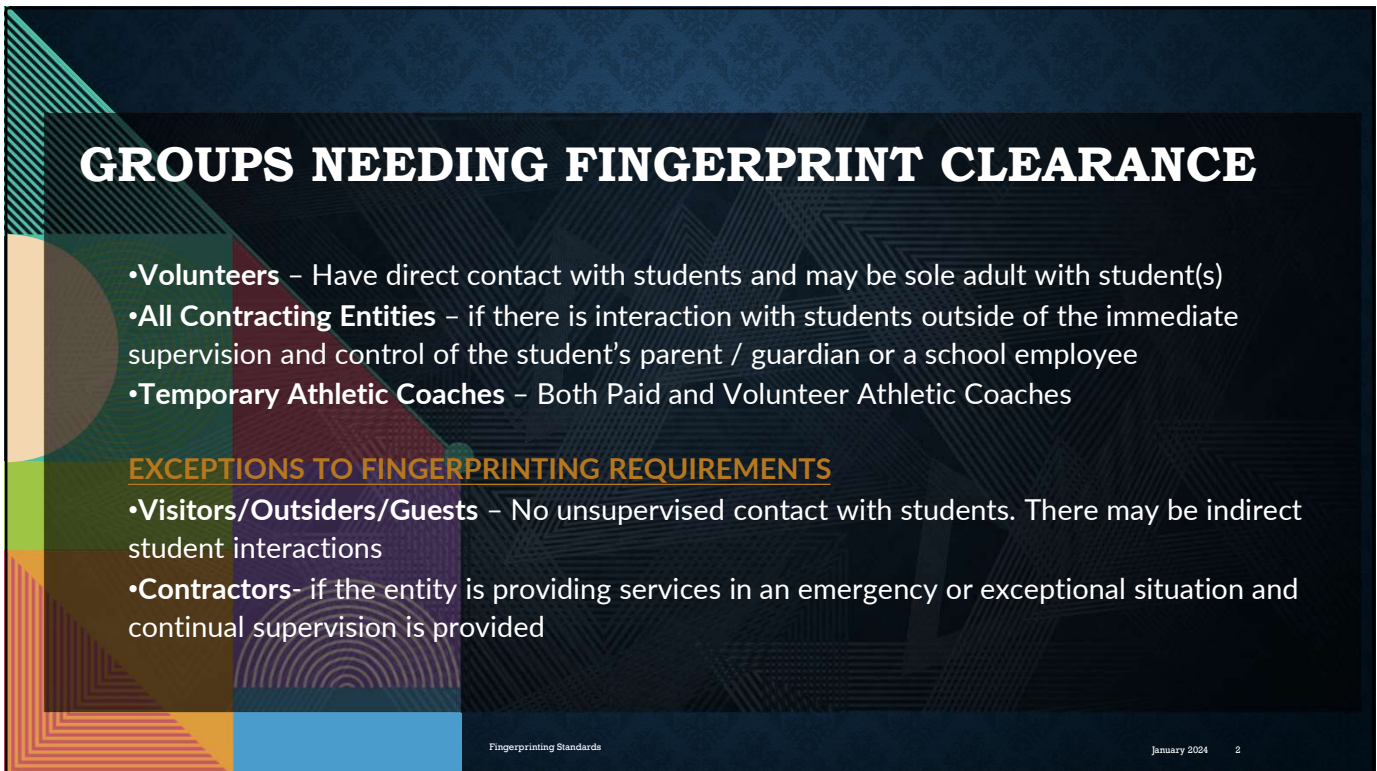
At the same time, the Board of Education must adopt policies and procedures to ensure that students learn in a safe environment and remain protected from any misconduct by adults on school grounds. The information hereby provided presents fingerprinting requirements for volunteers, contracting agencies and other visitors/outside as requested by the Board of Education.

FISCAL IMPACT:

N/A



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VOLUNTEERS REQUIRING FINGERPRINTING

- BP/AR 1240 - Prior to assuming a volunteer position working with students in a district-sponsored student activity program, a volunteer shall obtain fingerprint clearance.
- **EXCEPTION:** *The criminal background check requirement shall not apply to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services. (Education Code 49024)*
- **Registered Sex Offenders**
The Superintendent or designee may require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.

VISITORS/GUESTS – MAY NOT REQUIRE FINGERPRINTING

- BP/AR 1250 - Visitors/Outsiders – a staff member shall accompany visitors/outsiders while they are on school grounds.
- Outsider Registration
Outsiders shall register upon entering school premises during school hours

ATHLETIC COACHES PAID AND VOLUNTEERS – REQUIRE FINGERPRINT CLEARANCE

- BP/AR 4127: Temporary Athletic Team Coaches
- Any noncertificated employee or volunteer assigned as a temporary athletic team coach shall obtain an Activity Supervisor Clearance Certificate or a criminal background check in accordance with Board policy.
- EC 49024 (a) Prior to assuming a paid or volunteer position to work with pupils in a pupil activity program sponsored by a school district, all noncertificated candidates shall obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing pursuant to subdivision (f) of Section 44258.7.
- **Registered Sex Offenders (BP/AR 1240)**
The Superintendent or designee may require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.

CONTRACTING AGENCIES FINGERPRINT CLEARANCE MAY BE REQUIRED

Beginning January 1, 2022, a Contracting Entity that has a contract of any type with an LEA must ensure that any employee of the entity who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary. (AB 130)

EXCEPTION - The Superintendent or designee may determine that criminal background checks will not be required if the contract is for the construction, reconstruction, rehabilitation, or repair of a school facility and the contracting entity is providing services in an emergency or exceptional situation, or the district uses one or more of the following methods to ensure student safety: (Education Code 45125.2)

- The installation of a physical barrier at the worksite to limit contact with students
- Continual supervision and monitoring of all employees of the entity by an employee of the entity whom DOJ has ascertained has not been convicted of a violent or serious felony
- Surveillance of employees of the entity by school personnel

Visitor/Guest

- No unsupervised contact with students. There may be indirect student interactions.
- Observes child's class and remains under supervision of a teacher at all times
- Assists in activities under DIRECT supervision of a district certificated employee less than four (4) times per year or sixteen (16) total hours per year
- Assists in one-time activities such as guest speaking, job-shadowing, or committee member
- Observes classes through a university-approved program
- Attends school field trips and has oversight only over their own child
- Visitors will check in at the school site with a valid driver's license or state-issued ID.

Volunteer

- Has direct contact with students and may be sole adult with student(s) on school field trip
- Volunteer coaches regardless of number of hours served
- Has direct contact with students and may be sole adult with student(s) in classroom or other school-related activities on or off school grounds
- Assists in the classroom or other school activities more than four (4) times per year or sixteen (16) total hours per year
- Serves as an overnight chaperone
- Volunteer drivers wishing to transport students

Volunteers must complete the Volunteer Application through the District, provide a TB test and fingerprint clearance including a Megan's Law background check

2024 7

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CONTRACTORS

- In accordance with BP/AR 3515.6 Criminal Background Checks for Contractors and AB 130
- Contracting entities where the entity or its employees will interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, must ensure that they have a valid criminal records summary
- Except in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable
- Contractors must check in at the school site, complete a contractor application through the District and provide fingerprint clearance which includes a Megan's Law background check (Penal code 290)

Fingerprinting Standards

2024 8

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QUESTIONS?

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

SUBJECT: Property Tax Update FY 2023-24 Actuals

DATE: January 11, 2024

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent Business Services

RECOMMENDATION:

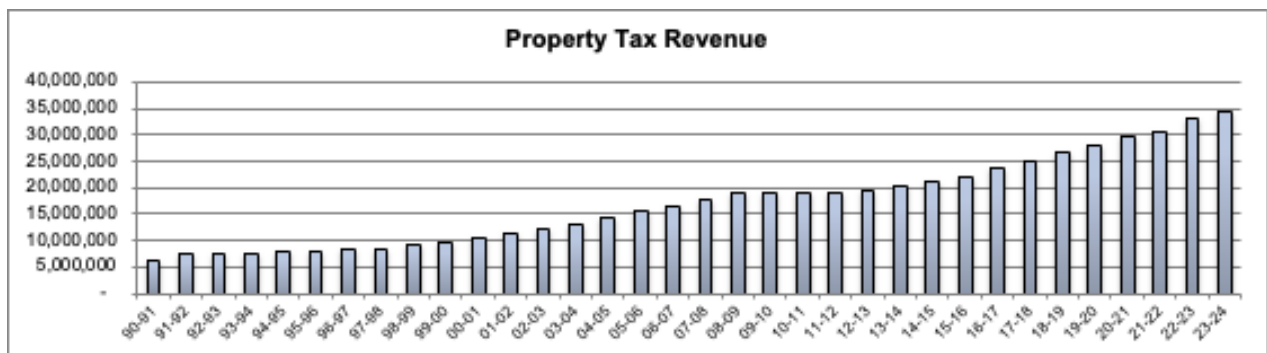
The District Administration recommends that the Board review the attached information related to District Property Tax receipts and projections.

BACKGROUND:

Property tax revenues are received throughout the year, with the largest portions being posted in the months of December (about 54%) and April (about 33%). The remaining 13% of property taxes are received in various amounts throughout the year.

Trends of property tax revenues:

- From 1991-92 through 2008-09, the District experienced consistent growth in property tax revenues, which increased by an average of 5.85% per year
- In 2009-10, the trend for Property Tax Revenues turned downward, and this resulted in decreases in revenues of - \$42,105 (-0.22%) in 2009-10, and -\$236,236 (-1.24%) in 2010-11
- In 2011-12, property tax revenue once again started increasing, and over the 10-year period, the average growth was about 4.51%



INFORMATION:

2022-23 Unaudited Actual Property Taxes:

- How did Property Taxes increase compared to the prior year?
 - At 2022-23 Unaudited Actuals property tax revenues **were \$36,246,544**
 - This was an **increase of \$2,585,531** (up 8.39%) from 2021-22
 - Over 2% higher than projections in Adopted 2022-23 Budget
 - The percentage of assessed valuation growth was much higher than normal as there were deferral receipts received by the County Treasury on commercial taxes from the pandemic that hyper inflated growth.

2023-24 Actuals to date:

- What was the projection for the 2023-24 property taxes?
 - The 2023-24 Adopted Budget **projected property tax revenue at \$35,121,203**
 - This was completed prior to 2022-23 Unaudited Actuals
- Is PGUSD projecting tax receipts to meet or exceed the 2023-24 projections?
 - Yes
 - The County Tax Assessor's Office has projected a PGUSD increase over 2022-23 actuals resulting in **\$37,397,056 property tax revenue**
 - This is 6.48% over 2022-23
 - Through November 2023 ***actual property tax receipts have increased by \$102,046***
 - Tax receipts for December did not post in time for this reporting period
 - The largest two months of tax receipts for PGUSD are in December and April

Please see attached spreadsheets (Fiscal 12) that shows a side by side comparison of 2022-23 and 2023-24 cash receipts.

FISCAL IMPACT:

Projected increase in property taxes of 6.48% or \$2,275,853 over 2022-23 actuals

Fund 01 - Actuals through December		Fiscal Years 2022/23 and 2023/24												
	Object	2022/23 July	2023/24 July	2022/23 August	2023/24 August	2022/23 September	2023/24 September	2022/23 October	2023/24 October	2022/23 November	2023/24 November	2022/23 December	2023/24 December	
A. BEGINNING CASH		9110	8,723,177.75	9,944,114.10	13,983,327.36	7,466,460.78	10,565,135.13	11,237,331.19	8,492,841.78	8,310,385.18	5,873,736.88	5,830,087.89	4,769,734.79	4,012,025.60
B. RECEIPTS														
LCFF Revenue Sources														
Principal Apportionment	8010-8019	375,819.00	375,818.00	375,819.00	375,818.00	421,276.00	465,414.00	375,832.00	375,818.00					
Property Taxes	8020-8079						159,512.09	84,668.88		1,417,723.07	1,604,438.01	17,844,023.10		
Miscellaneous Funds	8080-8099													
Federal Revenues	8100-8299	62,387.30		64,978.00				187,363.90	187,261.62			34,368.00		
Other State Revenues	8300-8599	65,448.00	92,270.00	2,751,192.00	92,270.00	78,036.00	92,270.00	283,827.49	860,376.67	465,787.00	76,325.42	518,750.00		
Other Local Revenues	8600-8799	107,297.40	54,252.36	63,879.00	236,776.07	232,222.00	106,885.58	488,655.47	296,278.85	296,665.96	179,768.49	221,882.08		
Interfund Transfers In	8910-8929													
All Other Financing Sources	8930-8979													
Undefined Objects														
TOTAL RECEIPTS		610,951.70	522,340.36	779,868.00	704,864.07	782,036.00	824,081.67	1,420,347.74	1,719,735.14	2,180,176.03	1,860,531.92	18,619,023.18		
C. DISBURSEMENTS														
Certificated Salaries	1000-1999	178,704.78	158,727.15	1,789,607.00	1,814,147.53	1,836,411.00	1,855,390.16	1,864,987.95	1,872,668.35	1,827,856.27	1,895,995.49	1,869,677.12		
Classified Salaries	2000-2999	346,459.35	458,632.23	634,494.00	721,886.57	667,887.00	735,940.80	667,059.27	749,638.29	681,381.87	742,608.88	689,946.44		
Employee Benefits	3000-3999	178,533.84	292,480.47	735,353.00	756,385.08	683,146.00	784,951.47	978,534.37	787,829.83	757,427.57	850,293.73	853,135.22		
Books and Supplies	4000-4999	72,108.80	15,268.32	275,209.00	249,483.27	120,284.00	106,729.30	89,640.77	113,767.71	64,463.60	101,020.51	53,064.40		
Services	5000-5999	111,275.46	384,812.43	438,215.00	326,015.44	134,832.00	240,567.38	345,416.31	363,292.32	199,603.90	258,354.44	181,841.90		
Capital Outlay	6000-6599				10,918.83	5,000.00				16,845.38				
Other Outgo	7000-7499	7,056.99		7,056.00	6,008.90	12,581.00	4,065.01	12,214.88	14,101.40	6,494.41	3,805.00	4,607.07		
Interfund Transfers Out	7600-7629													
All Other Financing Uses	7630-7699													
Undefined Objects														
TOTAL DISBURSEMENTS		894,139.22	1,309,920.60	3,879,936.00	3,884,845.62	3,460,144.00	3,727,644.12	3,933,423.79	3,901,297.90	3,554,073.00	3,852,078.05	3,652,272.15		
PROPERTY TAX CHANGES FROM 22/23 TO 23/24		0.00		0.00		0.00		(84,668.88)		186,714.94		0.00		
TOTAL CHANGES FROM 22/23 TO 23/24		415,781.38		4,909.62		267,500.12		(32,125.89)		298,005.05		(3,652,272.15)		

Selection Grouped by Org, Fund, Filtered by (Org = 46, Actuals Thru Period = 12, Fund = 01, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through June		Fiscal Years 2022/23 and 2023/24											
	Object	2022/23 Jan	2023/24 Jan	2022/23 Feb	2023/24 Feb	2022/23 March	2023/24 March	2022/23 April	2023/24 April	2022/23 May	2023/24 May	2022/23 June	2023/24 December
A. BEGINNING CASH		9110	19,902,647.00		17,492,395.82		15,310,137.61		12,907,347.06			#####	#####
B. RECEIPTS													
LOFF Revenue Sources													
Principal Apportionment	8010-8019	245,785.00		170,371.00		248,875.00		170,371.00		170,371.00		259,335.00	
Property Taxes	8020-8079	314,679.06		760,950.33		856,129.52		11,284,001.31		56,333.38		764,183.60	
Miscellaneous Funds	8080-8099											(358,831.00)	
Federal Revenues	8100-8299	243,203.27		18,451.00		4,271.00		195,779.38		33,017.00		801,313.01	
Other State Revenues	8300-8599	92,699.17		23,848.00		147,217.88		417,967.00		507,458.24		#####	
Other Local Revenues	8600-8799	190,422.46		243,029.75		83,094.18		278,160.68		138,971.95		747,191.37	
Interfund Transfers In	8910-8929												
All Other Financing Sources	8930-8979												
Undefined Objects						400,000.00-						400,000.00	
TOTAL RECEIPTS		1,086,788.96		1,216,650.08		939,587.58		12,346,279.37		906,151.57		4,268,039.34	
C. DISBURSEMENTS													
Certificated Salaries	1000-1999	1,804,206.55		1,815,927.09		1,819,835.23		1,859,139.54		1,920,569.48		1,396,704.04	
Classified Salaries	2000-2999	656,407.85		680,905.07		694,514.34		704,061.99		750,233.86		1,071,104.61	
Employee Benefits	3000-3999	753,318.24		756,370.74		759,696.91		767,950.61		794,527.18		2,381,938.06	
Books and Supplies	4000-4999	59,020.90		121,216.80		104,126.66		39,269.90		187,896.54		180,208.84	
Services	5000-5999	242,639.45		364,702.36		280,763.73		308,466.39		233,448.38		973,214.83	
Capital Outlay	6000-6599	5,000.00										72,073.30	
Other Outgo	7000-7499	60.00		18,491.97		24,087.77		9,531.73		43,587.56-		33,338.14	
Interfund Transfers Out	7600-7629											418,285.00	
All Other Financing Uses	7630-7699												
Undefined Objects													
TOTAL DISBURSEMENTS		3,520,652.99		3,720,630.09		3,683,024.64		3,688,420.16		3,843,087.88		6,526,867.72	
PROPERTY TAX CHANGES FROM 22/23 TO			(314,679.06)	0.00		0.00		(11,284,001.31)		(56,333.38)		0.00	
TOTAL CHANGES FROM 22/23 TO 23/24			(3,520,652.99)	(3,720,630.09)		(3,683,024.64)		(3,688,420.16)		(3,843,087.88)		(6,526,867.72)	
TOTAL INCREASE IN PROPERTY TAXES THROUGH NOVEMBER								102,046.06					

Selection Grouped by Org, Fund, Filtered by (Org = 46, Actuals Thru Period = 12, Fund = 01, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

046 - Pacific Grove Unified School District

Generated for Josh Jorn (JOJORN), Dec 12 2023 8:20AM

- 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: Review of District Enrollment Projections for 2024-25

DATE: January 11, 2024

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent Business Services

RECOMMENDATION:

The Administration recommends that the Board review the attached Enrollment Projections for 2024-2025.

BACKGROUND:

One of the first steps in the budgeting process is to estimate the number of anticipated students enrolled at each grade level. Once the number of students is projected, the District can then identify any changes to certificated and classified staffing needs based upon changes in enrollment.

In spite of a partial enrollment stabilization following the pandemic, it is still somewhat of a challenge to accurately project enrollment for 2024-2025. However, based on a cohort-survival method of existing grades and best estimates of incoming students, **the total projected is 1765**, which is trending upward from the 1727 students identified in the 2023-2024 California Basic Educational Data System (CBEDs) counts reported in November, 2023.

INFORMATION:

Preliminary observations for 2024-2025 using 2 year averages:

1. **Forest Grove Elementary enrollment is projected for 2024-25 to be 365 students.**
 - a. This is a ***net increase of 19*** students from the 2023-2024 California Basic Educational Data System (CBEDs) counts taken in November.
 - b. Staff will continue to monitor any enrollment adjustments as these numbers are preliminary.
2. **Transitional kindergarten (TK) enrollment is projected at 72 students.**
 - a. This is a ***net increase of 26 students*** over the enrolled population of 46 TK students in 2023-24.
 - b. PGUSD anticipates (1) additional TK class at Forest Grove Elementary based on preschool survey data, which would result in (3) TK classrooms districtwide.
3. **Robert Down Elementary enrollment is projected at 415 students**
 - a. This is a ***net increase of 8 students*** from the 2023-2024 California Basic Educational Data System (CBEDs) counts taken in November.

- b. Staff will continue to monitor any enrollment adjustments.
- 4. **PG Middle School enrollment is projected to be 452 students.**
 - a. This is a *net decrease of 5 students* from the 2023-2024 California Basic Educational Data System (CBEDs) counts taken in November.
 - b. Staff will continue to monitor any enrollment adjustments.
- 5. **PG High School enrollment is expected to be 516 students.**
 - a. This is a *net increase of 4 students* from the 2023-2024 California Basic Educational Data System (CBEDs) counts taken in November.
 - b. Staff will continue to monitor any enrollment adjustments.
- 6. **Community High School is expected to have enrollment of 17 students.**
 - a. This is a *net increase of 2 students* from the 2023-2024 California Basic Educational Data System (CBEDs) counts taken in November.
 - b. Staff will continue to monitor any enrollment adjustments.
- 7. **Overall, 2024-25 district enrollment is projected at 1,765 students**
 - a. Staff will continue to monitor any enrollment adjustments and update the Board at a later date if substantial changes occur with enrollment for 2024-25.

FISCAL IMPACT:

Changes in enrollment have no impact on revenues because the District receives its funding primarily from local property taxes. However, changes in enrollment does result in changes to Site Allocations, Certificated staffing, and any categorical budgets that receive funding based on enrollment.

PGUSD Enrollment

Actuals											CBEDS 12/2023		
YR	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated 23/24	Actual 23/24	Diff	
Forest Grove	TK	27	26	28	27	26	25	17	18	27	24	23	1
	K	78	78	85	65	65	68	59	71	39	40	39	1
	1	64	82	73	86	38	62	66	61	65	35	36	-1
	2	69	66	80	66	89	60	66	64	60	67	62	5
	3	69	70	72	77	63	84	77	61	58	69	61	5
	4	75	71	68	76	73	55	83	70	59	70	67	3
	5	78	77	66	66	70	69	61	68	64	60	63	-3
Total FGE		433	444	444	436	418	398	396	392	383	357	346	10
Robert Down	TK									23	23		
	K	76	68	87	76	81	66	61	72	61	47	46	1
	1	72	85	78	90	73	86	72	62	69	64	63	1
	2	79	79	78	81	88	74	88	70	61	76	72	4
	3	85	87	73	76	76	92	75	82	70	60	58	2
	4	72	86	93	73	79	73	79	71	77	69	69	0
	5	84	69	81	93	64	79	67	76	75	80	76	4
Total RHD		468	472	490	489	461	470	442	433	413	419	407	12
TK Totals	TK	27	26	28	27	26	25	17	18	27	47	46	1
Elem Totals	K-4th	739	770	787	766	745	720	710	681	630	589	568	21
Elem Totals	5th	162	146	147	159	134	148	128	144	139	140	139	1
PGMS	6	153	188	151	155	174	131	151	127	153	149	148	1
	7	163	164	186	161	144	180	133	139	141	157	156	1
	8	156	160	158	184	167	140	181	126	131	143	143	0
Total PGMS		472	512	495	500	485	451	465	392	425	449	447	2
PGHS	9	160	164	170	169	184	168	136	163	148	127	127	0
	10	151	155	152	170	150	171	157	123	154	127	127	0
	11	151	147	138	144	148	138	154	141	109	150	150	0
	12	134	147	142	135	138	141	136	145	128	108	108	0
Total PGHS		596	613	602	618	620	618	583	572	539	512	512	0
CHS	9th - 12th	19	16	23	18	21	19	19	15	20	13	15	-2
Total CHS		19	16	23	18	21	19	19	15	20	15	15	0
District Total		1988	2057	2054	2061	2005	1956	1905	1804	1780	1750	1727	22

2024 - 2025 Projections using Cohort Survival Method							
YR	1 Year	2 Year	5 Year	10 Year	Roll Grade		
Forest Grove	TK	48	48	20	20	47	TK - Projected
	K	33	39	60	69	47	K - Using 5 Year Avg
	1	35	45	45	42	39	
	2	42	42	40	39	36	
	3	66	64	73	67	62	
	4	58	63	67	63	56	
	5	65	64	76	70	67	
Total FGE		347	365	381	370	354	
Robert Down	TK	24	24	20	20	24	TK - Projected
	K	33	54	61	73	23	K - Using 5 Year Avg
	1	56	51	70	53	46	
	2	63	67	73	69	63	
	3	60	70	75	77	72	
	4	58	73	74	63	58	
	5	69	76	75	74	69	
Total RHD		365	415	448	429	355	
TK	TK	72	72	40	40	72	TK - Projected
Elem Totals	K-4th	710	780	830	799	709	
Elem Totals	5th	134	140	151	144	136	
PGMS	6	138	142	159	157	139	
	7	148	150	167	161	148	
	8	156	150	184	172	156	
Total PGMS		442	442	510	490	443	
PGHS	9	143	147	164	153	143	
	10	127	121	145	145	127	
	11	127	118	139	134	127	
	12	150	142	172	166	150	
Total PGHS		547	528	620	598	547	
CHS	9	8	17	10	19	15	
Total CHS		8	17	10	19	15	
Total Enrollment	YR	1,707	1,767	1,970	1,906	1,715	