

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

Trustees

*John Paff, President
Brian Swanson, Clerk
Debbie Crandell
Cristy Dawson
Bill Phillips
Parker Llantero, Student Rep*

DATE: Thursday, August 23, 2018

TIME: 7:00 p.m. Open Session

LOCATION: District Office – Jessie Bray Conference Room
435 Hillcrest Avenue
Pacific Grove, CA 93950

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

- A. Call Public Session to Order
- B. Roll Call
- C. Adopt Agenda
- D. Pledge of Allegiance

II. COMMUNICATIONS

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

III. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comments to no more than three (3) minutes for each agenda or non-agenda item; a total time for public input on each item is 20 minutes, pursuant to Board Policy 9323. Public comment will also be allowed on each specific action item prior to Board action thereon. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.

IV. 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.*

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| A. <u>Minutes of June 7, 2018 Board Meeting</u> Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented. | 7 |
| B. <u>Minutes of July 23, 2018 Special Board Meeting</u> Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented. | 12 |
| C. <u>Certificated Assignment Order #1</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #1. | 14 |
| D. <u>Classified Assignment Order #1</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #1. | 17 |
| E. <u>Acceptance of Donations</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board approve acceptance of the donations referenced below. | 21 |
| F. <u>Out of County or Overnight Activities</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board approve or receive the request as presented. | 22 |
| G. <u>Acceptance of Quarterly Treasurer's Report</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board accept the Quarterly Treasurer's Report for the quarter ending June 30, 2018. | 26 |
| H. <u>2018-19 Consolidated Application for Funding, Part 1</u> Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration recommends that the Board review and approve the 2018-19 Consolidated Application for Funding, Part 1 as presented. | 42 |

- I. Designation of Community Human Services Representatives 54
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board approve Cristy Dawson as the Pacific Grove Unified School District Community Human Services Representative.

- J. Contract for Continuing Disclosure Services with Dale Scott and Company 55
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the contract for continuing disclosure services with Dale Scott and Company, Inc. (DS & C) with regards to District's outstanding financings.

- K. Adoption of Board Policy and Regulation 5022- Student and Family Privacy Rights 60
 Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and adopt, as final reading, the Board Policy and Regulation 5022 Student and Family Privacy Rights, per legal counsel.

- L. Adoption of Board Policy and Regulation 6162.8- Research 67
 Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and adopt, as final reading, the Board Policy and Regulation 5022 Research, per legal counsel.

- M. Adoption of Board Policy 5145.13- Education Equity: Immigration and Citizenship Status 70
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and adopt Board 5145.13 Education Equity: Immigration and Citizenship Status, as recommended by legal counsel.

- N. Johnson Electronics Contract for Service 83
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends approval of a Contract for Service with Johnson Electronics for the 2018-2019 school year.

- O. M3 Environmental Consulting Contract for Service 87
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends approval of a Contract for Service with the M3 Environmental Consulting, for the 2018-2019 school year.

- P. McDonalds Refrigeration Contract for Service 91
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends approval of a Contract for Service with McDonalds Refrigeration for the 2018-2019 school year.

- Q. Topes Tree Service, Inc. Contract for Service 95
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends approval of a Contract for Service with Topes Tree Service, Inc. for the 2018-2019 school year.

- R. Airtec Services Contract for Service 99
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends approval of a Contract for Service with the Airtec Services, for the 2018-2019 school year.

- S. Acceptance of Measure A Security Camera Project – Alternate #2 Community High School 103
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends that the Board review and approve the security camera project Additive Alternate #2, Cameras #1-#8, and Additive Alternate 2I to Surveillance Grid of Morgan Hill, CA for a lump sum of \$39,065.00.
- T. Approval of Contract with Wonder Woofs K-9 Narcotic Search Unit 111
 Recommendation: (Barbara Martinez, Director of Student Safety) The Administration recommends that the Board review and approve the contract for services with Wonder Woofs K-9 Narcotic Unit to provide search and drug prevention services to the District.
- U. Approval of Contract with San Mateo County Office of Education 113
 Recommendation: (Barbara Martinez, Director of Student Safety) The Administration recommends that the Board review and approve the contract for services with San Mateo County Office of Education to provide safe school training in BIG FIVE Emergency Response Guidelines to PGUSD Safety Teams.
- V. Approval of Contract for Service with Kate Gallaway, Math Specialist 115
 Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The Administration recommends that the Board review and approve the contract with Kate Gallaway, Math Specialist for the K-8 grades for 2018-2019.
- W. San Jose State University Student Teacher Program 118
 Recommendation: (Billie Mankey, Director II, Human Resources) The District Administration recommends the Board review and approve participating with San Jose State University Student Teacher Program in the effort to support new teachers entering the teaching profession.
- X. Monterey County Office Education Memorandum of Understanding for Educational Services Professional Development 123
 Recommendation: (Buck Roggeman, Principal Forest Grove Elementary) The District Administration recommends the Board review and approve the Memorandum of Understanding for English Language Arts/English Language Development Assessment and coaching professional development, for the 2018-2019 school year.
- Y. Approval of Contract for Service with Ruben Parra, Bus Driver Trainer 126
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends that the Board review and approve the contract for services with Ruben Parra.
- Z. Music Therapy for Special Day Classes 129
 Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve a contract for Music Therapy to be provided to the three Special Day Classes for students with mild to moderate disabilities located at Forest Grove Elementary School.
- AA. Contract for Services with David Sonderegger, E-Rate Filing Services 132
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the Contract for Service with David Sonderegger, E-Rate Filing Services.

Move: _____ Second: _____ Vote: _____

V. **ACTION/DISCUSSION**

- A. Adopt Resolution No. 1015 Designating Authorized Agents to Sign School Orders 134
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board of Education adopt Resolution No. 1015 designating authorized agents to sign school orders.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ___ Swanson ___ Crandell ___ Dawson ___ Phillips ___

- B. Adopt Resolution No. 1016 Designating Authorized Agents to Sign School Orders 136
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board of Education adopt Resolution No. 1016 designating authorized agents to sign school orders for Bank of America accounts.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ___ Swanson ___ Crandell ___ Dawson ___ Phillips ___

- C. Approval of Resolution #1017 Authorizing State Preschool Contract 138
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve this Resolution which will allow the District to continue to offer the State Preschool Program for the 2018-19 school year, subject to ongoing review to verify that program expenses are within the amount as approved by the Board.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ___ Swanson ___ Crandell ___ Dawson ___ Phillips ___

- D. Pacific Grove Middle School Campus Monitor 143
Recommendation: (Billie Mankey, Director of Human Resources; Sean Roach, Pacific Grove Middle School Principal; Jason Tovani, Pacific Grove Middle School Assistant Principal) The District Administration recommends the Board review and approve the Pacific Grove Middle School Campus Supervisor position.

Move: _____ Second: _____ Vote: _____

- E. Board Calendar/Future Meetings 144
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Vote: _____

VI. INFORMATION/DISCUSSION

- A. Pacific Grove Unified School District Safety Update 146
Recommendation: (Barbara Martinez, Director of Student Safety) The District Administration recommends that the Board review and be informed of Pacific Grove Unified School District activities and protocols related to school safety.

Board Direction: _____

- B. Review of Prior Year Property Tax Revenue 147
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review the attached information regarding receipts of Property Tax Revenue for the 2017-18 fiscal year.

Board Direction: _____

- C. Review of District Enrollment Report for 2018-19 150
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review the attached information regarding Enrollment for the first week of school for 2018-19.

Board Direction: _____

- D. Facilities Project Updates 153
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The Administration recommends that the Board review and provide feedback on ongoing and upcoming facilities projects.

Board Direction: _____

- E. Future Agenda Items 155
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

Updates to Board Policies in the Parents Rights Handbook (September 20)
Review of Stipends (September 6)
Foreign Language (Fall 2018)
Long Term Counseling Study (Fall 2018/Winter 2019)
Board Self Evaluation Review (Winter 2018)
Affordable Housing Project Impacts to District
Review of Classified Evaluation Process
Review of Community High School
School Breakfast Program

Board Direction: _____

VII. ADJOURNMENT

Next regular meeting: September 6, 2018 – Forest Grove Elementary School

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of June 7, 2018 – District Office

I. OPENED BUSINESS

- A. Called to Order 6:00 p.m.
- B. Roll Call
- | | | |
|-------------------------|-------------------|----------------------------------------|
| | President: | Trustee Paff |
| | Clerk: | Trustee Swanson |
| | Trustees Present: | Trustee Crandell |
| | | Trustee Dawson |
| | | Trustee Phillips- arrived at 8:50 p.m. |
| Administration Present: | | Superintendent Porras |
| Board Recorder: | | Mandi Ackerman |
- C. Adopted Agenda

Changes to the agenda include a Revised Certificated Assignment Order Action/Discussion (Item F); Walk-On Action/Discussion Professional Development Contract for Administrators and Teacher Leaders (Item G); Special Education Contracts was moved to Action/Discussion (Item H); request from the public to move the PGUSD Safety review to the beginning of Action/Discussion to Item C.

Superintendent Porras clarified that the CSBA Membership only includes the membership, not the additional ELA membership.

MOTION Dawson/Swanson to adopt agenda as amended.

Public comment: none

Motion CARRIED 4 – 0

II. CLOSED SESSION

- A. Identified Closed Session Topics
1. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)
 2. Employee Discipline/Dismissal/Release/Complaint (1 Case) [Government Code § 54957]
 3. Begin Superintendent Evaluation
- B. Public comment on Closed Session Topics
- None.
- C. Adjourned to Closed Session 6:10 p.m.

III. RECONVENED IN OPEN SESSION 7:07 p.m.

- A. Reported action taken in Closed Session:

1. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)

The Board discussed this item.

2. Employee Discipline/Dismissal/Release/Complaint (1 Case) [Government Code § 54957]

The Board received information.

3. Begin Superintendent Evaluation

The Board began and discussed this item.

B. Pledge of Allegiance

Led By: Trustee Dawson

IV. COMMUNICATIONS

A. Written Communication

The Board received correspondence regarding District Safety; notice from the Grand Jury regarding best practices for the Board and Superintendent and will respond to their directives; communication regarding Spanish offered at the elementary schools.

B. Board Member Comments

The Board attended the graduation ceremonies, noting the honor to attend, enjoyed the ceremonies and were proud of the students and staff.

C. Superintendent Report

Superintendent Porras was impressed with the graduation ceremonies and thanked all employees for their programs which are excellent for our students.

D. PGUSD Staff Comments (Non Agenda Items)

None.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

None.

VI. CONSENT AGENDA

- A. Minutes of May 24, 2018 Board Meeting
- B. Certificated Assignment Order #16
- C. Classified Assignment Order #16
- D. Acceptance of Donations
- E. Cash Receipts Report No. 5
- F. Revolving Cash Report No. 5
- G. Warrant Schedules No. 596
- H. Agreement for Legal Services, 2018-19
- I. California School Board Association Membership

- J. Approval of California School Board Association GAMUT Online Service Agreement
- K. Monterey Bay Charter School Lease Revision #13
- L. Special Education Contracts for 2018-19
- M. Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the placement of students with disabilities in Special Day Classes 2017-18
- N. Independent Education Evaluation for Student on an Individual Evaluation Plan

Items B and L were moved to Action/Discussion.

MOTION Crandell/Dawson to approve consent agenda as amended.

Public comment: none

Motion CARRIED 4 – 0

VIII. ACTION/DISCUSSION

- A. Adoption of the District Budget for 2018-19

MOTION Dawson/Swanson to adopt the District Budget for 2018-19.

Public comment: none

Motion CARRIED 4 – 0

- B. Adoption of Local Control Accountability Plan (LCAP)

MOTION Crandell/Swanson to adopt the Local Control Accountability Plan (LCAP).

Public comment: none

Motion CARRIED 4 – 0

- ~~E.~~ Pacific Grove Unified School District Safety Update

District Safety Director Barbara Martinez provided an update to the Board including an update to the buzzer system which includes options and cost analysis for A Phone System or Access Control System.

The Board expressed interest in seeing other schools that use these particular systems.

Trustee Swanson would like to see these options in action, noting the Board should be fully informed before moving forward.

Trustee Dawson said she did not support the idea, noting cost, manning the systems, said she supports education, curriculum, safety, education of teachers, increased mental health support.

Trustee Paff said no further follow up was needed, and directed Administration to follow up on Teacher and Substitute Teacher safety trainings.

The Board discussed a bell at the entry for the Middle School office.

The Board would like to look at other school sites that have security systems in place.

Public comment:

Todd Lyons asked what are the safety practices for teachers and secretaries, suggested those employees be asked what technology would work best for them; recommended the Board focus on resources for the greatest range of threats; think first and spend after; noting there are many solutions available for intervening threats; asked the Board to take a holistic security approach by taking information on actual threats we could face and the

best course of action to respond.

Dana Jones appreciated the safety update; said safety starts with controlling access on campus; she has attended previous schools that had a buzzer system in place; questioned why only one company provides this service to schools; suggested forward thinking and said information should be provided in between Board meetings.

Sally Jones mirrored a holistic approach; suggested the District control access to the buildings; protect the most vulnerable; asked for a status on the co-op gates being locked.

No action taken.

C. D Approval of Measure A Education Technology Expenditures

The Board noted every six months the District takes a withdrawal and asked that it be noted in future background information for this item.

The Board discussed this item, including the oversight committee.

MOTION Crandell/Dawson to approve the Measure A Education Technology Expenditures.

Public comment: none

Motion CARRIED 4 – 0

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

Forest Grove Principal Buck Roggeman, Pacific Grove Middle School Principal Sean Roach and Robert Down Principal Sean Keller all provided feedback to the Board on Resource Officer Billy Hawkins noting he was exceptional, provided excellent service, is great presence on campuses, approachable with the kids and does a wonderful job.

MOTION Crandell/Dawson to approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO).

Public comment: none

Motion CARRIED 4 – 0

F. Revised Certificated Assignment Order #16

MOTION Paff/Dawson to approve the revised Certificated Assignment Order #16.

Public comment: none

Motion CARRIED 4 – 0

G. Walk-On Professional Development Contract for Administrators and Teacher Leaders

MOTION Dawson/Crandell to approve the Walk-On Professional Development Contract for Administrators and Teacher Leaders.

Public comment: none

Motion CARRIED 4 – 0

H. Special Education Contracts for 2018-19

Director of Student Services Clare Davies presented information to the Board. The Board asked questions, and thanked Davies for an amazing job.

Public comment:

Parent Carolyn Swanson asked about music therapy and requested a music therapy program be added to Forest Grove Elementary School. The Board discussed this with Director Davies. The Board directed Davies to check with SELPA about additional music therapy.

Superintendent Porras commended Director Davies and Assistant Sara Birkett for their hard work in response to the Board request of additional information for this item.

MOTION Swanson/Dawson to approve the Special Education Contracts for 2018-19.

Public comment: none

Motion CARRIED 4 – 0

~~F. I Board Calendar/Future Meetings~~

No action taken.

VIII. INFORMATION/DISCUSSION

C. Future Agenda Items

- Foreign Language (Fall 2018)
- Long Term Counseling Study (Fall 2018/Winter 2019)
- Board Self Evaluation Review (Winter 2018)
- Affordable Housing Project Impacts to District
- Review of Classified Evaluation Process
- Review of Stipends

Trustee Dawson requested an overall review of Community High School.

The Board requested the Review of Stipends be August.

IX. ADJOURNED

8:59 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of the Special Board Meeting of July 23, 2018 - District Office

I. OPENED BUSINESS

- A. Called to Order 6:00 p.m.
- B. Roll Call
- | | |
|-------------------------|------------------|
| President: | Trustee Paff |
| Clerk: | Trustee Swanson |
| Members Present: | Trustee Crandell |
| | Trustee Dawson |
| Members Absent: | Trustee Phillips |
| Administration Present: | Ralph Porras |
- C. Adopted Agenda

MOTION Dawson/Crandell to adopt agenda as presented.
Public comment: none
Motion CARRIED 4 – 0

- D. Pledge of Allegiance

II. CLOSED SESSION

- A. Identified Closed Session Topics
1. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)
 2. Employee Discipline/Dismissal/Release/Complaint (1 Case) [Government Code § 54957]
 3. Grand Jury Response
- B. Public comment on Closed Session Topics
- None.
- C. Adjourned to Closed Session 6:03 p.m.

III. RECONVENED IN OPEN SESSION 7:00 p.m.

- A. Reported action taken in Closed Session:
1. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)
- MOTION Dawson/Swanson to approve the Postponement Agreement.**
Public comment: none
Motion CARRIED 3 – 1
2. Employee Discipline/Dismissal/Release/Complaint (1 Case) [Government Code § 54957]
- MOTION Paff/Dawson to approve the Settlement Agreement.**
Public comment: none
Motion CARRIED 4 – 0

3. Grand Jury Response

MOTION Swanson/Crandell to accept the draft Grand Jury Response.

Public comment: none

Motion CARRIED 4 – 0

IV. ADJOURNED

7:03 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

SUBJECT: Certificated Assignment Order #1

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

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #1

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1
August 23, 2018**

NEW HIRE:

Theresa Hruby-Percell, PGHS/RDE/FGE Instrumental Music Teacher, Full-time, 1.0 FTE, Column V, Step 10 + MA, 186 day work year calendar, effective August 2, 2018 (replaces Dave Hoffman)

Sunny Lee, PGHS Math/AVID Teacher, Part-time, 0.70 FTE, Column VI, Step 10 + MA, 186 day work year calendar, effective August 2, 2018 (partial replacement Emily Gutierrez and Nicole Bulich (AVID))

Sheri Deeter, CHS Teacher, Full-time, 1.0 FTE, Column VI, Step 10 + MA, 186 day work year calendar, effective August 2, 2018 (replaces Kimberly Shurtz)

Pam Smith, RDE Special Education Teacher, Full-time, 1.0 FTE, Column VI, Step 7 + MA, 186 day work year calendar, effective August 2, 2018 (replaces Katie Kreeger)

KellyAnn Joyce, PGAS, Extended Day Preschool Teacher, Full-time, hourly, 8 hours per day, Column I, Step 8, effective September 4, 2018 (new position)

ADDITIONAL ASSIGNMENTS:

2017-2018 Analysis and Presentation of the Healthy Kids Survey, \$400 annual stipend to be paid upon completion:

Janie Lawrence
Michele Cadigan

STIPENDS: 2017-2018 PGMS Athletic Season:

| Name | Assignment | Stipend | Funding Source |
|-----------------|------------------------|----------------|-----------------------|
| Audrey Kitayama | PGMS Athletic Director | 1.0 FTE | GF |

TEMPORARY NEW HIRE/REASSIGNMENT:

Sunny Lee, PGHS Math Teacher, Part-time, 0.30 FTE, Column VI, Step 10 + MA, effective August 2, 2018 through May 31, 2019 only (replaces Tom Light RWL)

Andrew Bradley, District Teacher on Special Assignment, Digital Learning, Full-time, 1.0 FTE, Column VI/1 + MA, effective August 2, 2018 through May 31, 2019 only (replaces Juliana Dacuyan)

Margie Kerchen, PGAS, Zumba Instructor, Temporary, Hourly, 1.5 hours per week, Column A, Step 1, paid per time sheet effective June 18, 2018 (Dependent upon sufficient enrollment)

Sharon Jackson-Moreno, PGAS, Zumba Instructor, Temporary, Hourly, 3 hours per week, Column A, Step 1, paid per time sheet effective June 18, 2018 (Dependent upon sufficient enrollment)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1
August 23, 2018**

SUBSTITUTES:

Barbara Frost
Thomas Lynch
Thalia Munoz
Edward Nipper

SUBJECT: Classified Assignment Order #1

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

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #1

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ORDER NO. 1
August 23, 2018**

NEW HIRE:

Kimberly Ortiz, District Personnel Technician (Confidential), Part-time 35 hours per week, 190 day work calendar, Confidential Salary Schedule, Step D, effective August 1, 2018 (replaces Kelly Van Houtan)
Additional training paid per time sheet July 23, 2018 – July 31, 2018

Tina Tavares, FGE Instructional Assistant, Part-time, 3 hours per day, 3 days per week, 180 day work calendar, Range 30, Step C, effective August 8, 2018 (replaces Christina Shell)

Breanna Casas, FGE Special Education Instructional Assistant, Part-time, 5 hours per day, 5 days per week, 180 day work calendar, Range 31, Step B, effective August 8, 2018 (replaces Brooke Webber)

Danielle Groshong, FGE, Instructional Assistant (Title I Funded), 180 day work calendar, Range 31, Step B, effective August 15, 2018 (replaces Erika Kreeger)

Silvia Gil, PGAS, Instructional Assistant, Parent Ed Program, Part time, 3 hours per day, 5 days per week 180 day work calendar, Range 30, Step A, effective August 8, 2018 (replaces Tanya Fadem)

Christina Bronfeld, PGAS, Instructional Assistant, Extended Day Preschool, Part-time, 5.5 hours per day, 5 days per week, 180 day work calendar, plus 6 week summer school program, Range 30, Step A, effective September 4, 2018 or upon completion of program licensing (New Position)

Sandra Dorantes, PGAS, Instructional Assistant, Extended Day Preschool, Full-time, 8 hours per day, 5 days per week, 180 day work calendar, plus 6 week summer school program, Range 30, Step A, effective September 4, 2018 or upon completion of program licensing (New Position)

Maria Rivera, PGHS, Food Service II, 4.25 hours per day, 5 days per week, 180 day work calendar Range 30, Step A, effective August 8, 2018 (replaces retiree Maria Da Silva)

Mark Anderson, District Paraprofessional, Itinerant Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step F, effective August 8, 2018 (new position)

Brandi Teneyque, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step C, effective August 8, 2018 (new position)

Sabrina Andrade, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step B, effective August 8, 2018 (new position)

Gladys Bocanegra, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step B, effective August 8, 2018 (new position)

Benjamin Bahena, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step B, effective August 8, 2018 (new position)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ORDER NO. 1
August 23, 2018**

NEW HIRE, Continued:

Kate Edwards, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step A, effective August 8, 2018 (new position)

Andrea Webb, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step C, effective August 8, 2018 (new position)

Sara Heindel, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step B, effective August 8, 2018 (new position)

Corrie Nieblas, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step F, effective August 8, 2018 (new position)

Vanessa Torculas, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step A, effective August 8, 2018 (new position)

Kyle Villavicencio, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step C, effective August 8, 2018 (new position)

Michelle Garcia, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step C, effective August 8, 2018 (new position)

Abel Mandujano, District Paraprofessional, Itinerant, Part-time 6.5 hours per day, 5 days per week, 180 day work calendar Range 37, Step E, effective August 8, 2018 (new position)

VOLUNTARY CHANGE OF ASSIGNMENT:

Marlene Mejia, PGAS, Instructional Assistant, Extended Day Preschool, Part-time, 5.5 hours per day, 5 days per week, 180 day work calendar, plus 6 week summer school program, Range 30, Step E, effective September 4, 2018 or upon completion of program licensing (New Position)

ADDITIONAL ASSIGNMENT:

Carey Parker, Computer Lab Tech, 3 additional days approved to assist clerical staff with Illuminate implementation, paid per time sheet, regular hourly rate

Andrew Bradley, Computer Lab Tech, 3 additional days approved to assist clerical staff with Illuminate implementation, paid per time sheet, regular hourly rate

Jonathan Mejia, Computer Lab Tech, 3 additional days approved to assist clerical staff with Illuminate implementation, paid per time sheet, regular hourly rate

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ORDER NO. 1
August 23, 2018**

TEMPORARY ASSIGNMENT:

Natalie Montgomery, 2018-19 After School Enrichment Program Coordinator, \$3,000 per session not to exceed 4 sessions per year (self-funded program)

After-School Enrichment, Fall, 2018 Session, 6 weeks, September 4, 2018-October 11, 2018

| Instructor | Course | Total hours | Start | End | Classes per Session |
|-------------------------|-----------------------------------------------------------------|--------------------|--------------|------------|----------------------------|
| Becky Ohsiek | Garden Class (Mon at RD) Grades 4 - 5 | 6 (1.5/class) | Sept. 10 | Oct. 1 | 4 |
| PlayWell Teknologies | Lego STEM (Mon at FG) Grades 3 - 5 | 7.5 (1.5/class) | Sept. 10 | Oct. 8 | 5 |
| Ritika Kumar | Ceramics (Tues at FG) Grades 2 - 5 | 6 | Sept. 4 | Oct. 9 | 6 |
| Maria Dawson | Theater Arts (Tues at RD) Grades 1 & 2 | 6 | Sept. 4 | Oct. 9 | 6 |
| Rod Cranston | Creative Math Mnemonics (Tues & Thurs at RD) Grades 2 - 4 | 18 (1.5/class) | Sept. 4 | Oct. 11 | 12 |
| Maria Dawson | Theatre Arts (Wed at RD) Grades 3 - 5 | 9 (1.5/class) | Sept. 5 | Oct. 10 | 6 |
| Ritika Kumar | Ceramics (Wed at RD) Grades 2 - 5 | 6 | Sept. 5 | Oct. 10 | 6 |
| Lisa Lavin | Ukulele 2 (Thurs at FG) Grades 4 & 5 | 6 | Sept. 6 | Oct. 11 | 6 |
| Ritika Kumar | Yoga (Thurs at RD) Grades 1 - 5 | 6 | Sept. 6 | Oct. 11 | 6 |

RESIGNATION:

Desiree Babas, PGAS, Instructional Assistant, Preschool Parent Ed program, 3 hours per day, 5 days per week, 180 day work calendar, effective July 17, 2018 (relocating)

Desiree Babas, PGAS, Clerk III, 4 hours per day, 3 days per week, Adult School Calendar, Days in session, effective July 17, 2018 (relocating)

Lorraine Saulovich, PGAS, Parent Education Teacher, Parents Place, effective July 26, 2018

Sara Gallagher, PGAS, Zumba Instructor, effective May 11, 2018

Tanya Fadem, PGAS, Parent Education Teacher, Parents Place, effective June 4, 2018 (accepted position at FGE)

Tanya Fadem, PGAS, Instructional Assistant, Preschool Parent Ed program, effective June 4, 2018 (accepted position at FGE)

SUBJECT: Acceptance of Donations

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

RECOMMENDATION:

The Administration recommends that the Board approve acceptance of donations referenced below.

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

Melanie Cardinalli Classroom equipment, furniture (value undeclared)

Robert H. Down Elementary School

None

Pacific Grove Middle School

Albertsons \$1,000 (science & arts curriculum grant)
 PGMS PTA \$6,500 (\$3,000 teacher materials, \$2,500 ROV club)

Pacific Grove High School

Monterey Elks Lodge \$1,500 (PGHS Athletics: football, volleyball, JV Girls basketball)

Pacific Grove Community High School

None

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

Jean Stallings \$ 50 undesignated (in memory of Joan Nattress)
 Wayne & Nora Shen \$ 100 undesignated (in memory of Joan Nattress)
 Doris Uyeda \$ 50 undesignated (in memory of Joan Nattress)
 Yaeko & Hiroko Kuwatani \$ 50 undesignated (in memory of Joan Nattress)
 John & Momoyou Ishizuka \$ 50 undesignated (in memory of Joan Nattress)

Pacific Grove Unified School District

Media Systems Group NEC LED 65” Monitor (valued at \$4,000 new)

Ref: Donations

SUBJECT: Out of County or Overnight Activities

PERSON(S) RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board approve or receive the request as presented.

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 an overnight/Out of County/State trip(s) being proposed by a school site at this time.

FISCAL IMPACT:

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

OUT-OF-COUNTY OR OVERNIGHT ACTIVITIES

| <u>DATE</u> | <u>STUDENTS/CLASS</u> | <u>TRANSPORTATION</u> | <u>COST</u> | <u>FUNDING SOURCE</u> |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------|-------------|------------------------------|
| <u>DESTINATION</u> Jan 15-18, 2019 Koinonia Conference Grounds Watsonville, CA | PGMS 6 th Grade Science Camp | Charter | \$54,450 | Science camp funds, students |
| May 23, 2019 Raging Waters Water Park San Jose, CA | RD 5 th Grade End of Year Celebration | Charter | \$3,000+ | Donations, students |

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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 TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity.

Date of Activity 05/23/2019 Day of Activity Thursday

Location of Activity Raging Waters City San Jose County Santa Clara

School Robert Down Elementary Class or Club Hiserman, Hober, Dacuyan Grade Level/s 5th Grade

School Departure Time 8:00 AM

Pickup Time from Place of Activity 2:30 PM

Name of Employee Accompanying Students 3

Number of Adults 7 Number of Students 90

Description of Activity/Educational Objective Private graduation party for 5th grade classes. Park has security, lifeguards, and first aid.

List All Stops none

Means of Transportation: Charter

* Board Regulation 3541.1 Requirements will be complied with when using private Autos na (Teacher initials)

**If using District vans, driver names must be listed:

Cost of Activity \$ 3000 + Cost of Transportation \$ = Total \$ 3,000.00

Fund/s to be charged for all activity expenses () Students () Club () PG Pride () Other

Account Code: na

Requested by: Mary Hiserman / Mary Hiserman Date 06/14/2018 Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Sean B. Keller Date 06/28/2018

Transportation Department/District Office Use

() School Bus (x) Charter () Available () Not available Date Received 07/24/2018

Cost Estimate \$ Prices will follow January 2019

Approved by Transportation Supervisor: L Stacks Date 07/24/2018

Approved by Assistant Superintendent: Ralph Gomez Porras Date 07/24/2018

Date of Board Approval 08/23/2018

Does form need board approval Yes

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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 TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 01/15/2019 - 1/18/2019 Day of Activity Tuesday - FRIDAY

Location of Activity Koinonia Conference Grounds City Watsonville County Santa Cruz

School PG Middle School Class or Club 6th grade class Grade Level/s 6

School Departure Time 9:00 a.m. 1/15/19 AM

Pickup Time from Place of Activity 10:15 a.m. 1/18/19 AM

Name of Employee Accompanying Students Alix Foster + teachers

Number of Adults 5 Number of Students 165

Description of Activity/Educational Objective
Outdoor science school camp for sixth grade students.

List All Stops N/A

Means of Transportation: Charter

* Board Regulation 3541.1 Requirements will be complied with when using private Autos AF
(Teacher initials)

**If using District vans, driver names must be listed:

Cost of Activity \$ 54450 + Cost of Transportation \$ = Total \$ 54,450.00

Fund/s to be charged for all activity expenses () Students () Club () PG Pride () Other

Account Code: 01-0038-0-1110-1000-4300-00-005-1400-0720

Requested by: Alix Foster / Alix Foster Date 07/11/2018
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Sean Roach Date 08/01/2018

Transportation Department/District Office Use

() School Bus (x) Charter () Available () Not available Date Received 08/02/2018

Cost Estimate \$

Approved by Transportation Supervisor: L Stacks Date 08/02/2018

Approved by Assistant Superintendent: Ralph Gomez Porras Date 08/03/2018

Date of Board Approval 08/23/2018

Does form need board approval Yes

SUBJECT: Acceptance of Quarterly Treasurer's Report

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

RECOMMENDATION:

The Administration recommends that the Board accept the Quarterly Treasurer's Report for the quarter ending June 30, 2018.

BACKGROUND:

Government Code 53646 requires that a quarterly report be made to the Board to identify the investments within which the District's funds are maintained until needed for expenditures. The District pools its revenues with other districts in the County and deposits them with the Monterey County Treasurer. The Treasurer then invests these funds in the various instruments identified in the attached report.

INFORMATION:

As indicated in the attached Treasurer's Report, the current investment portfolio is "in compliance with all applicable provisions of state law and the adopted investment policy, and contains sufficient liquidity to meet all projected outflows over the next six months", and is currently returning an annualized yield of **1.63%**. This is compared to 1.41% last quarter.

FISCAL IMPACT:

None.



Monterey County Board of Supervisors

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

Board Order

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Received and Accept the Treasurer's Report of Investments for the Quarter Ending June 30, 2018; and
- b. Received and Approve the Treasurer's Investment Policy for FY 2018-2019; and
- c. Renewed the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

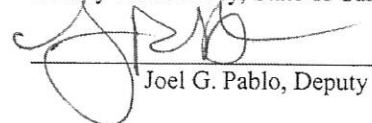
PASSED AND ADOPTED on this 24th day of July 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting July 24, 2018.

Dated: July 24, 2018
File ID: 18-744

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



Joel G. Pablo, Deputy



Monterey County

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

Board Report

Legistar File Number: 18-744

July 24, 2018

Introduced: 7/11/2018

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending June 30, 2018; and
- b. Receive and Approve the Treasurer's Investment Policy for FY 2018-2019; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending June 30, 2018; and
- b. Receive and Approve the Treasurer's Investment Policy for FY 2018-2019; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the April - June period, the investment portfolio position by investment type, a listing of historical Monterey County Treasury Pool yields versus benchmarks, and the investment portfolio by maturity range.

The Treasurer also annually reviews the Monterey County Investment Policy and has recommended updates for Board approval. These updates revise outdated language to clearly define investment guidelines and categories as stated in Government Code §53601(q). In addition, annual Board delegation of investment authority to the Treasurer-Tax Collector is prescribed by Government Code sections 53646 and 53607.

DISCUSSION:

During the April - June quarter, interest rates moved higher across the yield curve. The yield curve remained flat as rates on shorter term maturities moved up more than longer term maturities. Interest rates continued to trend higher during the quarter as the Federal Reserve again raised the Fed Funds target rate. A strong labor market with unemployment at 4.0%, up from 3.8% in May, reflected an increase in the labor force participation rate and strong corporate profits were driven in part by savings from tax cuts. Expectations for a solid GDP growth in 2018 exist, despite a slowdown in the first quarter, along with stable to modestly higher inflation and wages which confirm that U.S. economic conditions continue to be positive.

On June 30, 2018, the Monterey County investment portfolio contained an amortized book value of

Legistar File Number: 18-744

\$1,556,503,866 spread among 130 separate securities and funds. The par value of those funds was \$1,560,422,623 with a market value of \$1,551,265,646 or 99.7% of amortized book value. The portfolio's net earned income yield for the period was 1.63%. The portfolio produced an estimated quarterly income of \$6,477,653 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 233 days. The County Treasury performed comparatively with most of the portfolio benchmarks due to a consistent investment strategy that uses short term debt to provide liquidity and enhanced investment opportunities while also taking advantage of higher rates in the one to three-year investment range. The investment portfolio is in compliance with all applicable provisions of state law and the adopted Investment Policy, and contains sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through resources such as Bloomberg LLP, Union Bank of California and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.


FINANCING:

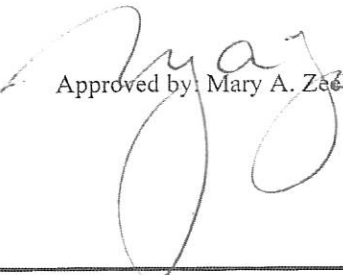
The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund exceeded budgeted revenue for the 2017-18 fiscal year.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety


Prepared by: Susanne King, Treasury Manager, x5490


Approved by: Mary A. Zaeb, Treasurer-Tax Collector, x5474

Legistar File Number: 18-744

All attachments are on file with the Clerk of the Board:

Exhibit A - Investment Portfolio Review 06.30.18

Exhibit B - Portfolio Management Report 06.30.18

Exhibit C - Monterey County Historical Yields vs. Benchmarks 06.30.18

Exhibit D - Aging Report 07.01.18

Exhibit E - Monterey County Investment Policy 2017-2018 - Red Line

Exhibit F - Monterey County Investment Policy 2018-2019 - Proposed

cc:

Auditor-Controller - Internal Audit Section

All depositors

County Administrative Office

County Counsel

Treasury Oversight Committee

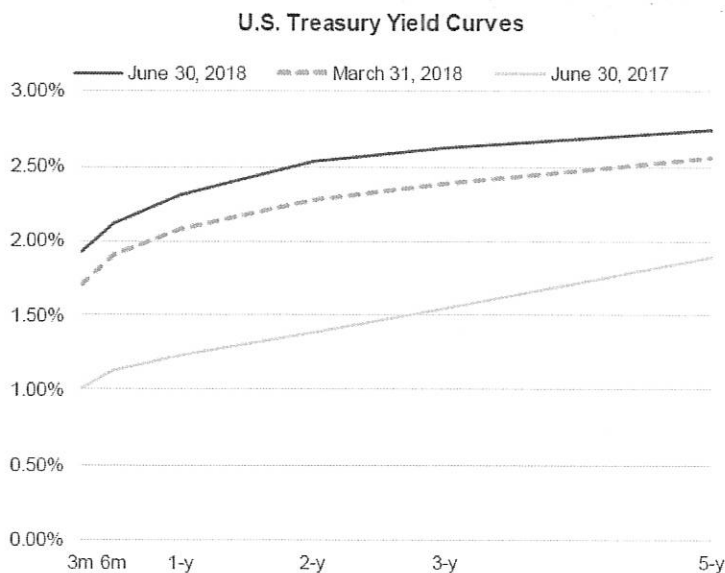
Exhibit A Investment Portfolio Review Quarter Ending June 30, 2018

OVERVIEW April 1, 2018 – June 30, 2018

During the April - June quarter interest rates moved higher across the yield curve. The yield curve remained flat as rates on shorter term maturities moved up more than longer term maturities. Interest rates continued to trend higher during the quarter as the Federal Reserve again raised the Fed Funds target rate. A strong labor market with unemployment at 4.0%, up from 3.8% in May, reflected an increase in the labor force participation rate and strong corporate profits were driven in part by savings from tax cuts. Expectations for a solid GDP growth in 2018 exist despite a slowdown in the first quarter, along with stable to modestly higher inflation and wages which confirm that U.S. economic conditions continue to be positive.

U.S. TREASURY YIELD CURVE

- Interest rates moved higher across the yield curve. However, the yield curve remained flat, as rates on shorter term maturities moved up more than longer term maturities.



Source: Bloomberg, as of 6/30/18.

| | 3/31/18 | 6/30/18 | QoQ Change |
|---------|---------|---------|------------|
| 3 month | 1.70% | 1.92% | +0.22% |
| 6 month | 1.91% | 2.11% | +0.20% |
| 1 year | 2.08% | 2.31% | +0.23% |
| 2 year | 2.27% | 2.53% | +0.26% |
| 3 year | 2.38% | 2.62% | +0.24% |
| 5 year | 2.56% | 2.74% | +0.18% |
| 10 year | 2.74% | 2.86% | +0.12% |

- Interest rates continued to trend higher during the quarter as the Federal Reserve continued to raise the Fed Funds target rate.
- The interest rate increase was also tempered by trade tensions between the U.S. and our trade partners.



The County Treasury continues to perform comparatively to portfolio benchmarks this quarter. Our investment continues to focus on capturing relative value while remaining cautious. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included U.S. Treasuries, Supranationals, Certificates of Deposits, Corporate Notes, Commercial Paper, an Asset Backed Security and a Municipal Bond. The Treasurer continues to keep a higher level of liquid assets reflecting the need to maintain levels of available cash to ensure the ability to meet all cash flow needs.
2. Diversification - The Monterey County Treasurer’s portfolio consists of 130 separate fixed income investments, all of which are authorized by the State of California Government Code 53601.

The portfolio asset spread is detailed in the table below:

| <u>Portfolio Asset Composition</u> | | | | | | | | |
|------------------------------------|----------------|-------------------------|---------------|------------------|------------------|---------------|-------------------------|-----------------|
| Corporate Notes | Negotiable CDs | Overnight Liquid Assets | US Treasuries | Federal Agencies | Commercial Paper | Supranational | Asset Backed Securities | Municipal Bonds |
| 12.7% | 5.5% | 27.0% | 23.3% | 16.1% | 11.9% | 3.1% | 0.6% | <0.1% |

- Total may not equal 100% due to rounding

3. Credit Risk – Approximately 87.5% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, negotiable CDs and other liquid funds. All assets have an investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. All corporate debt is rated in the higher levels of investment grade and all Federal Agency securities have AA ratings, or are guaranteed by the U.S. Treasury. The Municipal Bond is rated AA and the Supranationals and the Asset Backed Securities are rated AAA. The credit quality of the Treasurer’s portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

| Portfolio Credit Composition | | | | | | | | | | | | | |
|------------------------------|------------------|-----|----|-----|----|----|----|----------------------|---------------------|-----------------------|-----------------------|-------------------------|-----------|
| AAA | AAA _m | AA+ | AA | AA- | A+ | A | A- | A-1+ (Short Term) | A-1 (Short Term) | Aaf/S1+ (CalTRUST) | BBB+ (split rated) | Not Rated (LAIF/MMF) | Not Rated |
| 4% | 14% | 41% | 1% | 2% | 4% | 2% | 2% | 6% | 9% | 9% | 1% | 4% | 1% |

4. Liquidity Risk – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was managed during the April - June quarter. The portfolio’s average weighted maturity was 233 days, and the Treasurer maintained \$417.8M in overnight investments to provide immediate liquidity and to be able to react quickly to opportunities in the current market. In addition, the Treasurer maintained \$738.8M in securities with maturities under a year to provide enhanced liquidity.

PORTFOLIO CHARACTERISTICS

| | <u>March 31, 2018</u> | <u>June 30, 2018</u> |
|--------------------|-----------------------|----------------------|
| Total Assets | \$1,516,664,506.96 | \$1,560,422,623.40 |
| Market Value | \$1,509,587,099.98 | \$1,551,265,646.11 |
| Days to Maturity | 233 | 233 |
| Yield | 1.41% | 1.63% |
| Estimated Earnings | \$5,262,243.84 | \$6,477,652.90 |

FUTURE STRATEGY

The Treasurer has 27% of the portfolio invested in the 1-3-year maturity range and 47% invested in maturities under one year to take advantage of the higher yields offered in those parts of the yield curve and to be able to react quickly to opportunities in current market. We will continue to manage the portfolio under the established tenets of safety and liquidity while seeking to maximize the rate of return.

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments June 30, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|--------------------------------------------|--------------|--------------------------------|-----------------------|---------------|-----------------------|-----------------------|-----------------------|-------------|---------|------|--------------|---------------|
| Money Market Accts - GC 53601(k)(2) | | | | | | | | | | | | |
| SYS11672 | 11672 | BlackRock | | | 0.00 | 0.00 | 0.00 | 0.337 | | | 0.337 | |
| SYS12159 | 12159 | DREYFUS AMT FREE TAX EXEMPT MM | | 08/18/2017 | 7,051,188.76 | 7,051,188.76 | 7,051,188.76 | 1.124 | | | 1.124 | |
| SYS11830 | 11830 | Federated | | 07/01/2017 | 0.00 | 0.00 | 0.00 | 0.101 | Aaa | AAA | 0.101 | |
| SYS11578 | 11578 | Fidelity Investments | | | 4,200,000.00 | 4,200,000.00 | 4,200,000.00 | 1.720 | Aaa | AAA | 1.720 | |
| | | Subtotal and Average | 52,329,122.49 | | 11,251,188.76 | 11,251,188.76 | 11,251,188.76 | | | | 1.346 | |
| State Pool - GC 16429.1 | | | | | | | | | | | | |
| SYS11361 | 11361 | LAIF | | | 64,500,000.00 | 64,500,000.00 | 64,500,000.00 | 1.510 | | | 1.510 | |
| | | Subtotal and Average | 64,659,340.66 | | 64,500,000.00 | 64,500,000.00 | 64,500,000.00 | | | | 1.510 | |
| CALTRUST/CAMP - GC 53601(p) | | | | | | | | | | | | |
| SYS11801 | 11801 | CalTrust | | | 133,800,000.00 | 133,800,000.00 | 133,800,000.00 | 1.953 | Aaa | AAA | 1.953 | |
| SYS11802 | 11802 | CalTrust | | | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 1.726 | Aaa | AAA | 1.726 | |
| SYS10379 | 10379 | Calif. Asset Mgmt | | | 207,000,000.00 | 207,000,000.00 | 207,000,000.00 | 2.046 | Aaa | AAA | 2.046 | |
| SYS11961 | 11961 | Calif. Asset Mgmt | | 07/01/2017 | 0.00 | 0.00 | 0.00 | 0.658 | Aaa | AAA | 0.658 | |
| | | Subtotal and Average | 335,598,901.10 | | 341,800,000.00 | 341,800,000.00 | 341,800,000.00 | | | | 2.009 | |
| SWEEP ACCOUNT-MORG STNLY | | | | | | | | | | | | |
| SYS12041 | 12041 | Morgan Stanley | | | 1.00 | 1.00 | 1.00 | 0.731 | | | 0.731 | |
| | | Subtotal and Average | 2.28 | | 1.00 | 1.00 | 1.00 | | | | 0.731 | |
| SWEEP ACCOUNT - CUSTOM | | | | | | | | | | | | |
| SYS12138 | 12138 | Morgan Stanley | | 07/01/2017 | 210,433.64 | 210,433.64 | 210,433.64 | 1.744 | | | 1.744 | |
| | | Subtotal and Average | 223,427.05 | | 210,433.64 | 210,433.64 | 210,433.64 | | | | 1.744 | |
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 0258M0DP1 | 12088 | American Express Credit | | 06/27/2016 | 10,000,000.00 | 10,020,900.00 | 10,064,217.38 | 2.250 | A2 | A- | 1.660 | 08/15/2019 |
| 025816BM0 | 12156 | American Express Credit | | 08/21/2017 | 250,000.00 | 249,816.25 | 249,816.25 | 2.500 | A3 | BBB+ | 2.519 | 08/01/2022 |
| 037833BQ2 | 12066 | Apple Inc Corp Notes | | 02/23/2016 | 6,000,000.00 | 5,985,900.00 | 5,999,781.63 | 1.700 | Aa1 | AA+ | 1.706 | 02/22/2019 |
| 037833AQ3 | 12129 | Apple Inc Corp Notes | | 04/07/2017 | 10,000,000.00 | 10,023,000.00 | 10,047,521.36 | 2.100 | Aa1 | AA+ | 1.528 | 05/06/2019 |
| 037833CQ1 | 12151 | Apple Inc Corp Notes | | 08/17/2017 | 250,000.00 | 251,119.59 | 251,119.59 | 2.300 | | | 2.177 | 05/11/2022 |
| 037833DH0 | 12187 | Apple Inc Corp Notes | | 03/14/2018 | 5,000,000.00 | 4,957,165.61 | 4,957,165.61 | 1.800 | Aa1 | Aa1 | 2.443 | 11/13/2019 |
| 05531FAV5 | 12153 | BB&T Corporation | | 08/21/2017 | 250,000.00 | 249,648.42 | 249,648.42 | 2.050 | A2 | A- | 2.101 | 05/10/2021 |
| 06406HCZ0 | 12126 | Bank of New York Mellon Corp | | 03/17/2017 | 10,000,000.00 | 9,985,700.00 | 10,006,339.55 | 2.150 | A1 | A | 2.110 | 02/24/2020 |
| 097014AL8 | 12186 | BOEING Capital Securities | | 03/14/2018 | 7,500,000.00 | 7,715,485.93 | 7,715,485.93 | 4.700 | A2 | A | 2.468 | 10/27/2019 |

Portfolio INVT
AP
PM (PRF_PM2) 7.3.0

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments June 30, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Rated | Moody's | S&P | YTM | Maturity Date |
|----------------------------------------|--------------|----------------------------|-----------------|---------------|---------------|---------------|---------------|-------|---------|------|-------|---------------|
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 06051GGE3 | 12202 | Bank of America Corp | | 06/07/2018 | 250,000.00 | 246,309.05 | 246,309.05 | 3.124 | A3 | A- | 3.477 | 01/20/2023 |
| 084670BX5 | 12098 | Berkshire Hathaway Finance | | 08/15/2016 | 2,415,000.00 | 2,409,034.95 | 2,414,982.29 | 1.150 | Aa2 | AA | 1.156 | 08/15/2018 |
| 084664BT7 | 12182 | Berkshire Hathaway Finance | | 03/12/2018 | 250,000.00 | 250,473.01 | 250,473.01 | 3.000 | Aa2 | AA | 2.947 | 05/15/2022 |
| 14913QZ8 | 12183 | CATERPILLAR FINL SERVC | | 03/12/2018 | 250,000.00 | 244,099.98 | 244,099.98 | 2.550 | A3 | A | 3.129 | 11/29/2022 |
| 14912LY2 | 12189 | CATERPILLAR FINL SERVC | | 04/02/2018 | 5,000,000.00 | 4,952,758.46 | 4,952,758.46 | 2.100 | | | 2.738 | 01/10/2020 |
| 166764AY6 | 12208 | Chevron Corp. Global | | 06/25/2018 | 2,155,000.00 | 2,130,047.60 | 2,130,047.60 | 2.419 | | | 2.926 | 11/17/2020 |
| 17275RBB6 | 12104 | Cisco Systems Inc Corp | | 09/20/2016 | 9,000,000.00 | 8,906,130.00 | 8,995,939.25 | 1.400 | A1 | AA- | 1.438 | 09/20/2019 |
| 17275RBD3 | 12150 | Cisco Systems Inc Corp | | 08/17/2017 | 250,000.00 | 251,622.61 | 251,622.61 | 2.200 | A1 | AA- | 1.946 | 02/28/2021 |
| 172967KS9 | 12085 | Citibank | | 06/09/2016 | 3,840,000.00 | 3,828,864.00 | 3,839,377.62 | 2.050 | Baa1 | A- | 2.068 | 06/07/2019 |
| 191216BV1 | 12130 | Coca-Cola Co | | 04/07/2017 | 4,431,000.00 | 4,393,868.22 | 4,424,323.92 | 1.375 | Aa3 | AA- | 1.543 | 05/30/2019 |
| 25468PDH6 | 12064 | The Walt Disney Copr | | 01/08/2016 | 2,710,000.00 | 2,701,951.30 | 2,709,371.23 | 1.650 | A2 | A | 1.696 | 01/08/2019 |
| 38141GVT8 | 12074 | Goldman Sachs | | 04/25/2016 | 1,415,000.00 | 1,410,740.85 | 1,413,929.16 | 2.000 | A3 | BBB+ | 2.096 | 04/25/2019 |
| 38141GVT8 | 12075 | Goldman Sachs | | 04/26/2016 | 7,210,000.00 | 7,188,297.90 | 7,208,742.69 | 2.000 | A3 | BBB+ | 2.022 | 04/25/2019 |
| 38141GVT8 | 12075 | Goldman Sachs | | 04/02/2018 | 5,000,000.00 | 4,976,231.73 | 4,976,231.73 | 2.550 | A3 | BBB+ | 2.923 | 10/23/2019 |
| 38148FAB5 | 12188 | Goldman Sachs | | 06/07/2018 | 250,000.00 | 241,292.15 | 241,292.15 | 2.350 | A3 | BBB+ | 3.454 | 11/15/2021 |
| 38145GAG5 | 12205 | Goldman Sachs | | 02/23/2016 | 3,780,000.00 | 3,764,464.20 | 3,779,838.15 | 1.700 | A1 | A+ | 1.707 | 02/22/2019 |
| 02665WBA8 | 12068 | American Honda Finance | | 07/12/2016 | 2,500,000.00 | 2,465,425.00 | 2,499,141.20 | 1.200 | A1 | A+ | 1.234 | 07/12/2019 |
| 02665WBE0 | 12091 | American Honda Finance | | 04/19/2018 | 285,000.00 | 284,414.80 | 284,414.80 | 2.625 | Aaa | | 2.687 | 04/19/2021 |
| 4581X0DB1 | 12191 | Inter-America Devel BK | | 02/19/2016 | 20,000,000.00 | 19,948,000.00 | 19,997,781.51 | 1.800 | | | 1.812 | 05/17/2019 |
| 459200JE2 | 12067 | IBM Corp Notes | | 03/12/2018 | 250,000.00 | 247,694.35 | 247,694.35 | 3.000 | A1 | A+ | 3.218 | 02/06/2023 |
| 44932HAH6 | 12181 | IBM Corp Notes | | 05/15/2017 | 10,000,000.00 | 9,954,100.00 | 10,010,834.57 | 1.850 | A1 | A+ | 1.790 | 05/11/2020 |
| 458140AZ3 | 12136 | INTEL CORP | | 08/21/2017 | 250,000.00 | 248,852.50 | 250,229.03 | 1.850 | A1 | A+ | 1.799 | 05/11/2020 |
| 458140AZ3 | 12155 | INTEL CORP | | 01/08/2016 | 8,300,000.00 | 8,292,945.00 | 8,299,913.77 | 1.950 | A2 | A | 1.952 | 01/08/2019 |
| 24422ETE9 | 12063 | John Deere Capital Corp | | 03/12/2018 | 250,000.00 | 244,712.19 | 244,712.19 | 2.700 | A2 | A | 3.209 | 01/06/2023 |
| 24422EUA5 | 12180 | John Deere Capital Corp | | 05/26/2016 | 10,000,000.00 | 9,963,400.00 | 10,004,238.68 | 1.850 | A3 | A | 1.789 | 03/22/2019 |
| 46625HQU7 | 12081 | JP Morgan Chase | | 08/21/2017 | 250,000.00 | 261,675.15 | 261,675.15 | 4.250 | A3 | A- | 2.129 | 10/15/2020 |
| 46625HHU7 | 12157 | JP Morgan Chase | | 08/22/2017 | 250,000.00 | 250,722.12 | 250,722.12 | 1.850 | A1 | AA | 1.666 | 02/10/2020 |
| 58933YAS4 | 12164 | MERCK & CO INC | | 08/08/2016 | 6,500,000.00 | 6,413,095.00 | 6,497,538.97 | 1.100 | Aaa | AAA | 1.135 | 08/08/2019 |
| 59491BBN3 | 12095 | MICROSOFT CORP | | 04/07/2017 | 6,000,000.00 | 5,919,780.00 | 5,969,693.94 | 1.100 | Aaa | AAA | 1.568 | 08/08/2019 |
| 59491BBN3 | 12133 | MICROSOFT CORP | | 08/17/2017 | 250,000.00 | 251,527.76 | 251,527.76 | 2.000 | Aaa | AAA | 1.730 | 11/03/2020 |
| 59491BBG8 | 12149 | MICROSOFT CORP | | 08/17/2017 | 250,000.00 | 252,401.55 | 252,401.55 | 2.500 | A1 | AA- | 2.471 | 05/15/2022 |
| 68389XBB0 | 12148 | Oracle Corp | | 03/14/2018 | 5,000,000.00 | 4,982,214.27 | 4,982,214.27 | 2.250 | A1 | AA- | 2.537 | 10/08/2019 |
| 68389XAX3 | 12185 | Oracle Corp | | 08/21/2017 | 250,000.00 | 249,656.78 | 249,656.78 | 1.850 | Aa3 | AA- | 1.905 | 02/02/2021 |
| 742718EN5 | 12154 | Procter & Gamble Co | | 02/24/2016 | 3,850,000.00 | 3,832,405.50 | 3,849,760.75 | 1.500 | A1 | A | 1.510 | 02/22/2019 |
| 713448DE5 | 12070 | Pepsico Inc Corp Note | | 06/03/2016 | 10,000,000.00 | 9,921,100.00 | 9,996,495.56 | 1.450 | A1 | AA | 1.489 | 06/03/2019 |
| 717081DU4 | 12083 | PFIZER INC | | 05/22/2018 | 160,000.00 | 159,995.37 | 159,995.37 | 3.250 | A2 | | 3.251 | 05/21/2021 |
| 808513AW5 | 12196 | Charles Schwab Corp | | | | | | | | | | |

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Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments June 30, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|--------------------------------------------|--------------|-------------------------------|-----------------------|---------------|-----------------------|-----------------------|-----------------------|-------------|---------|------|--------------|---------------|
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 857477A52 | 12158 | State Street Corp | | 08/21/2017 | 250,000.00 | 253,486.04 | 253,486.04 | 2.550 | A1 | A | 1.874 | 08/18/2020 |
| 89236TBP9 | 12121 | Toyota Motor Corporation | | 01/12/2017 | 5,000,000.00 | 5,011,235.10 | 5,011,235.10 | 2.125 | Aa3 | AA- | 1.904 | 07/18/2019 |
| 89236TCQ6 | 12165 | Toyota Motor Corporation | | 08/22/2017 | 250,000.00 | 255,404.80 | 255,404.80 | 2.800 | Aa3 | AA- | 2.231 | 07/13/2022 |
| 911312BFP0 | 12170 | UNITED PARCEL SERVICE | | 11/14/2017 | 200,000.00 | 199,742.94 | 199,742.94 | 2.050 | A1 | A+ | 2.099 | 04/01/2021 |
| 91159HHA1 | 12152 | US BANCORP | | 08/17/2017 | 250,000.00 | 264,301.48 | 264,301.48 | 4.125 | A1 | A+ | 2.215 | 08/24/2021 |
| 92826CAC6 | 12203 | Visa Inc | | 06/07/2018 | 250,000.00 | 246,108.27 | 246,108.27 | 2.800 | A1 | A+ | 3.178 | 12/14/2022 |
| 94974BFU9 | 12089 | Wells Fargo & Company | | 06/27/2016 | 10,000,000.00 | 9,998,400.00 | 10,050,602.46 | 2.125 | A2 | A | 1.483 | 04/22/2019 |
| Subtotal and Average | | | 203,253,242.66 | | 198,251,000.00 | 197,696,632.68 | 198,461,958.03 | | | | 1.854 | |
| Negotiable CDs - GC 53601(i) | | | | | | | | | | | | |
| 06417GU22 | 12204 | Bank of Nova Scotia | | 06/07/2018 | 400,000.00 | 399,853.08 | 399,853.08 | 3.080 | | | 3.100 | 06/05/2020 |
| 06539RGM3 | 12166 | Bank of Tokyo-MITS | | 09/27/2017 | 250,000.00 | 250,000.00 | 250,000.00 | 2.070 | P-1 | A-1 | 2.099 | 09/25/2019 |
| 06417GUE6 | 12127 | Bank of Nova Scotia Hous | | 04/06/2017 | 10,000,000.00 | 9,963,800.00 | 10,000,000.00 | 1.910 | | | 1.910 | 04/05/2019 |
| 13606BVF0 | 12190 | Canadian Imperial Holding | | 04/10/2018 | 250,000.00 | 250,000.00 | 250,000.00 | 2.737 | | | 2.737 | 04/10/2020 |
| 65558LWA6 | 12109 | Nordea Bank Finland NY | | 12/05/2016 | 17,500,000.00 | 17,510,850.00 | 17,500,000.00 | 1.760 | Aa3 | AA- | 1.760 | 11/30/2018 |
| 83050FXT3 | 12141 | Skandinaviska Enskilda Banken | | 08/04/2017 | 14,000,000.00 | 13,997,022.50 | 13,997,022.50 | 1.840 | P-1 | A-1 | 1.860 | 08/02/2019 |
| 87019U6D6 | 12172 | Swedbank | | 11/17/2017 | 18,000,000.00 | 17,902,800.00 | 18,000,000.00 | 2.270 | | | 2.270 | 11/16/2020 |
| 89113X5B6 | 12209 | Toronto Dominion Bank | | 06/29/2018 | 25,000,000.00 | 25,000,000.00 | 25,000,000.00 | 2.670 | P-1 | A-1+ | 2.670 | 06/28/2019 |
| Subtotal and Average | | | 60,626,865.39 | | 85,400,000.00 | 85,215,843.08 | 85,396,875.58 | | | | 2.178 | |
| Commercial Paper Disc.- GC 53601(h) | | | | | | | | | | | | |
| 06538CJE2 | 12178 | Bank of Tokyo-MITS | | 02/28/2018 | 25,000,000.00 | 24,883,854.17 | 24,883,854.17 | 2.230 | P-1 | A-1 | 2.304 | 09/14/2018 |
| 09659CGA0 | 12167 | BNP Paribas NY | | 11/01/2017 | 25,000,000.00 | 24,757,250.00 | 24,990,000.00 | 1.600 | P-1 | A-1 | 1.632 | 07/10/2018 |
| 22533UJE4 | 12177 | Credit Agricole CIB NY | | 02/28/2018 | 25,000,000.00 | 24,886,458.33 | 24,886,458.33 | 2.180 | P-1 | A-1 | 2.252 | 09/14/2018 |
| 25214PHE6 | 12200 | DEXIA CREDIT LOCAL SA NY | | 05/31/2018 | 25,000,000.00 | 24,671,375.00 | 24,671,375.00 | 2.390 | P-1 | A-1+ | 2.461 | 01/15/2019 |
| 4497W1H90 | 12171 | ING | | 11/17/2017 | 24,000,000.00 | 23,721,120.00 | 23,956,060.00 | 1.690 | P-1 | A-1 | 1.726 | 08/09/2018 |
| 4497W1QF6 | 12207 | ING | | 06/29/2018 | 6,125,000.00 | 6,016,560.28 | 6,016,560.28 | 2.480 | P-1 | A-1 | 2.556 | 03/15/2019 |
| 46640QGH8 | 12168 | J P Morgan Securities Inc | | 11/01/2017 | 30,000,000.00 | 29,697,900.00 | 29,978,266.67 | | P-1 | A-1 | 1.664 | 07/17/2018 |
| 89233HG57 | 12169 | Toyota Motor Corporation | | 11/01/2017 | 25,000,000.00 | 24,763,500.00 | 24,995,583.33 | | P-1 | A-1+ | 1.621 | 07/05/2018 |
| Subtotal and Average | | | 162,133,577.57 | | 185,125,000.00 | 183,398,017.78 | 184,378,157.78 | | | | 1.963 | |
| Fed Agcy Coupon Sec - GC 53601(f) | | | | | | | | | | | | |
| 3133EEMA5 | 12011 | Federal Farm Credit Bank | | 01/30/2015 | 10,000,000.00 | 9,901,800.00 | 10,002,862.49 | 1.500 | Aaa | AA | 1.480 | 12/30/2019 |
| 3130A8DB6 | 12084 | Federal Home Loan Bank | | 06/03/2016 | 16,935,000.00 | 16,753,118.10 | 16,932,732.75 | 1.125 | Aaa | AA+ | 1.139 | 06/21/2019 |
| 3130A8DB6 | 12090 | Federal Home Loan Bank | | 07/12/2016 | 26,000,000.00 | 25,720,760.00 | 26,081,805.48 | 1.125 | Aaa | AA+ | 0.797 | 06/21/2019 |
| 3130A8PK3 | 12097 | Federal Home Loan Bank | | 08/15/2016 | 18,000,000.00 | 17,888,760.00 | 17,995,940.90 | 0.625 | Aaa | AA+ | 0.853 | 08/07/2018 |

Portfolio INVT
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Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments June 30, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|------------------------------------------|--------------|----------------------------|-----------------|---------------|-----------------------|-----------------------|-----------------------|-------------|---------|-----|--------------|---------------|
| Fed Agcy Coupon Sec - GC 53601(f) | | | | | | | | | | | | |
| 3130A9AE1 | 12101 | Federal Home Loan Bank | | 08/29/2016 | 17,500,000.00 | 17,383,625.00 | 17,498,519.69 | 0.875 | Aaa | AA+ | 0.909 | 10/01/2018 |
| 3130AAXX1 | 12125 | Federal Home Loan Bank | | 03/17/2017 | 10,000,000.00 | 9,942,200.00 | 9,994,154.23 | 1.375 | Aaa | AA+ | 1.458 | 03/18/2019 |
| 313383HU8 | 12144 | Federal Home Loan Bank | | 08/16/2017 | 1,200,000.00 | 1,204,826.96 | 1,204,826.96 | 1.750 | Aaa | AA+ | 1.538 | 06/12/2020 |
| 3137EADZ9 | 12100 | Federal Home Loan Mtg Corp | | 08/29/2016 | 17,500,000.00 | 17,339,875.00 | 17,522,958.67 | 1.125 | Aaa | AA+ | 0.956 | 04/15/2019 |
| 3137EAE7 | 12103 | Federal Home Loan Mtg Corp | | 09/16/2016 | 10,150,000.00 | 10,079,762.00 | 10,149,409.10 | 0.875 | Aaa | AA+ | 0.896 | 10/12/2018 |
| 3137EAE1 | 12114 | Federal Home Loan Mtg Corp | | 12/19/2016 | 20,000,000.00 | 19,687,200.00 | 19,859,286.45 | 0.875 | Aaa | AA+ | 1.561 | 07/19/2019 |
| 3137EAE5 | 12139 | Federal Home Loan Mtg Corp | | 08/07/2017 | 1,200,000.00 | 1,200,159.22 | 1,200,159.22 | 1.500 | Aaa | AA+ | 1.491 | 01/17/2020 |
| 3136FTS67 | 12013 | Federal National Mtg Assn | | 02/03/2015 | 10,000,000.00 | 9,984,300.00 | 10,034,658.47 | 1.700 | Aaa | AA | 1.157 | 02/27/2019 |
| 3135G0YM9 | 12033 | Federal National Mtg Assn | | 04/23/2015 | 10,000,000.00 | 10,008,700.00 | 10,017,073.89 | 1.875 | Aaa | AA+ | 1.060 | 09/18/2018 |
| 3135G0J53 | 12069 | Federal National Mtg Assn | | 02/23/2016 | 21,150,000.00 | 20,950,132.50 | 21,139,169.17 | 1.000 | Aaa | AA+ | 1.080 | 02/26/2019 |
| 3135G0N33 | 12094 | Federal National Mtg Assn | | 08/08/2016 | 18,375,000.00 | 18,375,639.75 | 18,659,158.77 | 0.875 | Aaa | AA+ | 0.954 | 08/02/2019 |
| 3135G0J53 | 12096 | Federal National Mtg Assn | | 08/09/2016 | 7,900,000.00 | 7,825,345.00 | 7,904,919.62 | 1.000 | Aaa | AA+ | 0.903 | 02/26/2019 |
| 3135G0T29 | 12123 | Federal National Mtg Assn | | 02/28/2017 | 12,600,000.00 | 12,469,212.00 | 12,595,542.40 | 1.500 | Aaa | AA+ | 1.522 | 02/28/2020 |
| 3135G0Z44 | 12134 | Federal National Mtg Assn | | 04/07/2017 | 20,000,000.00 | 20,005,200.00 | 20,071,928.57 | 1.875 | Aaa | AA | 1.298 | 02/19/2019 |
| 3135G0T60 | 12140 | Federal National Mtg Assn | | 08/07/2017 | 1,200,000.00 | 1,198,148.79 | 1,198,148.79 | 1.500 | Aaa | AA+ | 1.576 | 07/30/2020 |
| 3135G0T29 | 12142 | Federal National Mtg Assn | | 08/16/2017 | 1,200,000.00 | 1,187,544.00 | 1,200,290.64 | 1.500 | Aaa | AA+ | 1.485 | 02/28/2020 |
| Subtotal and Average | | | | | 251,210,000.00 | 249,106,308.32 | 251,263,546.26 | | | | 1.115 | |
| US Treasury Note-GC 53601(b) | | | | | | | | | | | | |
| 912828A34 | 12042B | U.S. Treasury | | 11/10/2015 | 5,290,000.00 | 5,264,184.80 | 5,290,000.00 | 1.250 | Aaa | AA | 1.250 | 11/30/2018 |
| 912828A34 | 12052 | U.S. Treasury | | 11/25/2015 | 10,000,000.00 | 9,951,200.00 | 10,000,323.57 | 1.250 | Aaa | AA | 1.242 | 11/30/2018 |
| 912828WD8 | 12056 | U.S. Treasury | | 12/22/2015 | 40,000,000.00 | 39,840,800.00 | 40,001,825.91 | 1.250 | Aaa | AA+ | 1.236 | 10/31/2018 |
| 912828S68 | 12113 | U.S. Treasury | | 12/19/2016 | 20,000,000.00 | 19,901,600.00 | 19,992,678.27 | 0.750 | Aaa | AA+ | 1.200 | 07/31/2018 |
| 912828RE2 | 12115 | U.S. Treasury | | 12/19/2016 | 20,000,000.00 | 19,975,000.00 | 20,009,377.52 | 1.500 | Aaa | AA+ | 1.215 | 08/31/2018 |
| 912828H52 | 12116A | U.S. Treasury | | 12/21/2016 | 12,400,000.00 | 12,235,824.00 | 12,333,836.76 | 1.250 | Aaa | AA | 1.596 | 01/31/2020 |
| 912828T42 | 12117 | U.S. Treasury | | 12/21/2016 | 25,000,000.00 | 24,822,250.00 | 24,971,474.73 | 0.750 | Aaa | AA | 1.214 | 09/30/2018 |
| 912828SD3 | 12119 | U.S. Treasury | | 12/21/2016 | 25,000,000.00 | 24,843,750.00 | 24,992,952.54 | 1.250 | Aaa | AA | 1.299 | 01/31/2019 |
| 912828N63 | 12122 | U.S. Treasury | | 01/24/2017 | 20,000,000.00 | 19,854,600.00 | 19,995,709.08 | 1.125 | Aaa | AA | 1.165 | 01/15/2019 |
| 912828XV7 | 12143 | U.S. Treasury | | 08/16/2017 | 2,500,000.00 | 2,498,802.96 | 2,498,802.96 | 1.250 | Aaa | AA | 1.299 | 06/30/2019 |
| 912828N63 | 12145A | U.S. Treasury | | 08/16/2017 | 1,670,000.00 | 1,657,859.10 | 1,668,675.88 | 1.125 | Aaa | AA | 1.273 | 01/15/2019 |
| 912828H86 | 12160 | U.S. Treasury | | 08/18/2017 | 2,000,000.00 | 1,984,966.10 | 1,984,966.10 | 1.500 | Aaa | AA | 1.719 | 01/31/2022 |
| 912828T67 | 12161 | U.S. Treasury | | 08/18/2017 | 2,000,000.00 | 1,972,104.03 | 1,972,104.03 | 1.250 | Aaa | AA | 1.685 | 10/31/2021 |
| 912828G78 | 12162 | U.S. Treasury | | 08/18/2017 | 2,000,000.00 | 1,987,263.95 | 1,987,263.95 | 1.375 | Aaa | AA | 1.607 | 04/30/2021 |
| 912828L99 | 12163 | U.S. Treasury | | 08/18/2017 | 2,000,000.00 | 1,993,563.77 | 1,993,563.77 | 1.375 | Aaa | AA | 1.517 | 10/31/2020 |
| 912828U99 | 12173 | U.S. Treasury | | 12/21/2017 | 20,000,000.00 | 19,889,000.00 | 19,947,006.25 | 1.250 | Aaa | AA+ | 1.786 | 12/31/2018 |
| 912828S43 | 12174 | U.S. Treasury | | 12/21/2017 | 20,000,000.00 | 19,663,200.00 | 19,773,910.90 | 0.750 | Aaa | AA+ | 1.857 | 07/15/2019 |
| Portfolio INVT | | | | | | | | | | | | |
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| PM (PRF_PM2) 7.3.0 | | | | | | | | | | | | |

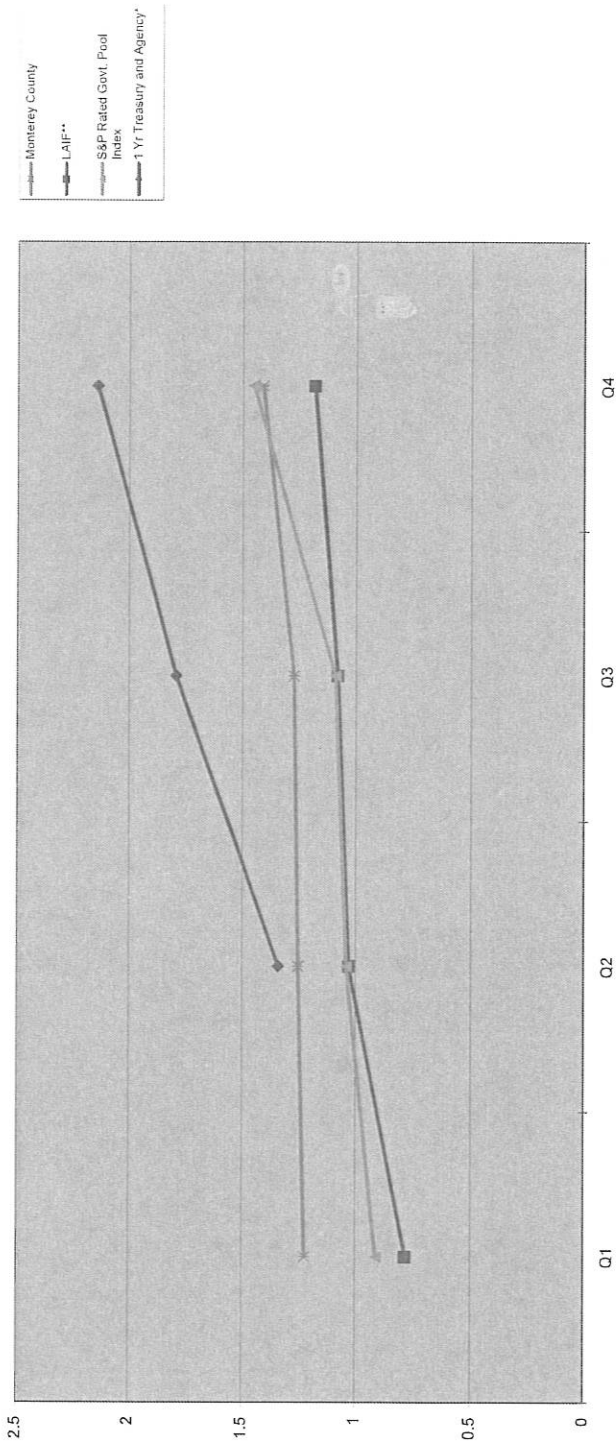
Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments June 30, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|----------------------------------------|--------------|-----------------------------|-------------------------|---------------|-------------------------|-------------------------|-------------------------|-------------|---------|-----|--------------|---------------|
| US Treasury Note-GC 53601(b) | | | | | | | | | | | | |
| 912828SX9 | 12175 | U.S. Treasury | | 12/21/2017 | 20,000,000.00 | 19,800,000.00 | 19,875,980.28 | 1.125 | Aaa | | 1.814 | 05/31/2019 |
| 9128282T6 | 12176 | U.S. Treasury | | 01/31/2018 | 25,000,000.00 | 24,770,722.76 | 24,770,722.76 | 1.250 | | | 2.054 | 08/31/2019 |
| 9128282P4 | 12179 | U.S. Treasury | | 03/12/2018 | 1,250,000.00 | 1,214,416.64 | 1,214,416.64 | 1.875 | Aaa | | 2.617 | 07/31/2022 |
| 912828U73 | 12184 | U.S. Treasury | | 03/12/2018 | 20,000,000.00 | 19,753,081.26 | 19,753,081.26 | 1.375 | | | 2.243 | 12/15/2019 |
| 912828TV2 | 12193 | U.S. Treasury | | 04/30/2018 | 15,900,000.00 | 15,661,988.73 | 15,661,988.73 | 1.250 | Aaa | | 2.402 | 10/31/2019 |
| 9128282G4 | 12194 | U.S. Treasury | | 04/30/2018 | 20,000,000.00 | 19,645,879.41 | 19,645,879.41 | 0.875 | Aaa | | 2.376 | 09/15/2019 |
| 912828U32 | 12198 | U.S. Treasury | | 05/21/2018 | 10,000,000.00 | 9,801,739.47 | 9,801,739.47 | 1.000 | Aaa | | 2.481 | 11/15/2019 |
| 912828K58 | 12210 | U.S. Treasury | | 06/29/2018 | 22,400,000.00 | 21,948,973.36 | 21,948,973.36 | 1.375 | Aaa | | 2.506 | 04/30/2020 |
| | | Subtotal and Average | 365,214,763.22 | | 364,410,000.00 | 360,932,770.34 | 362,087,254.13 | | | | 1.688 | |
| Supranationals | | | | | | | | | | | | |
| 4581X0CX4 | 12201 | Inter-America Devel BK | | 05/31/2018 | 12,975,000.00 | 12,760,138.81 | 12,760,138.81 | 1.625 | | | 2.541 | 05/12/2020 |
| 459058GA5 | 12195 | INTL BK RECON & DEVELP | | 04/30/2018 | 15,000,000.00 | 14,670,193.72 | 14,670,193.72 | 1.626 | Aaa | | 2.675 | 09/04/2020 |
| 459058FS7 | 12197 | INTL BK RECON & DEVELP | | 05/21/2018 | 10,000,000.00 | 9,798,804.76 | 9,798,804.76 | 1.126 | | | 2.595 | 11/27/2019 |
| 459058FA6 | 12199 | INTL BK RECON & DEVELP | | 05/25/2018 | 10,000,000.00 | 9,793,896.09 | 9,793,896.09 | 1.376 | Aaa | AAA | 2.591 | 03/30/2020 |
| | | Subtotal and Average | 22,722,752.29 | | 47,975,000.00 | 47,023,033.38 | 47,023,033.38 | | | | 2.605 | |
| Asset Backed Security(GNMA/CMO) | | | | | | | | | | | | |
| 05522RCW6 | 12206 | BACCT 2017 | | 06/13/2018 | 10,000,000.00 | 9,841,406.25 | 9,841,406.25 | 1.950 | Aaaa | | 2.896 | 08/15/2022 |
| | | Subtotal and Average | 1,946,651.79 | | 10,000,000.00 | 9,841,406.25 | 9,841,406.25 | | | | 2.896 | |
| Municipal Bonds | | | | | | | | | | | | |
| 13063DGA0 | 12192 | California TXBL | | 04/25/2018 | 290,000.00 | 290,010.88 | 290,010.88 | 2.800 | Aa3 | AA- | 2.799 | 04/01/2021 |
| | | Subtotal and Average | 213,524.75 | | 290,000.00 | 290,010.88 | 290,010.88 | | | | 2.799 | |
| | | Total and Average | 1,591,355,271.78 | | 1,560,422,623.40 | 1,551,265,646.11 | 1,556,503,865.69 | | | | 1.772 | |

Portfolio INVT
AP
PM (PRF_PM2) 7.3.0

Exhibit C Monterey County Historical Yields vs. Benchmarks



| Quarterly Yield | FY 16/17 | | | | FY 17/18 | | | |
|------------------------------|----------|------|------|------|----------|------|------|------|
| | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| Monterey County | 1.54 | 1.07 | 1.18 | 1.22 | 1.25 | 1.27 | 1.41 | 1.63 |
| 1 - 3 Yr Treasury and Agency | 0.79 | 1.18 | 1.28 | 1.41 | n/a | n/a | n/a | n/a |
| 1 Yr Treasury and Agency* | | | | | 1.34 | 1.79 | 2.14 | 2.37 |
| LAIF** | 0.55 | 0.61 | 0.68 | 0.78 | 1.03 | 1.08 | 1.18 | 1.43 |
| S&P Rated Govt. Pool Index | 0.45 | 0.54 | 0.72 | 0.91 | 1.04 | 1.09 | 1.45 | 1.81 |

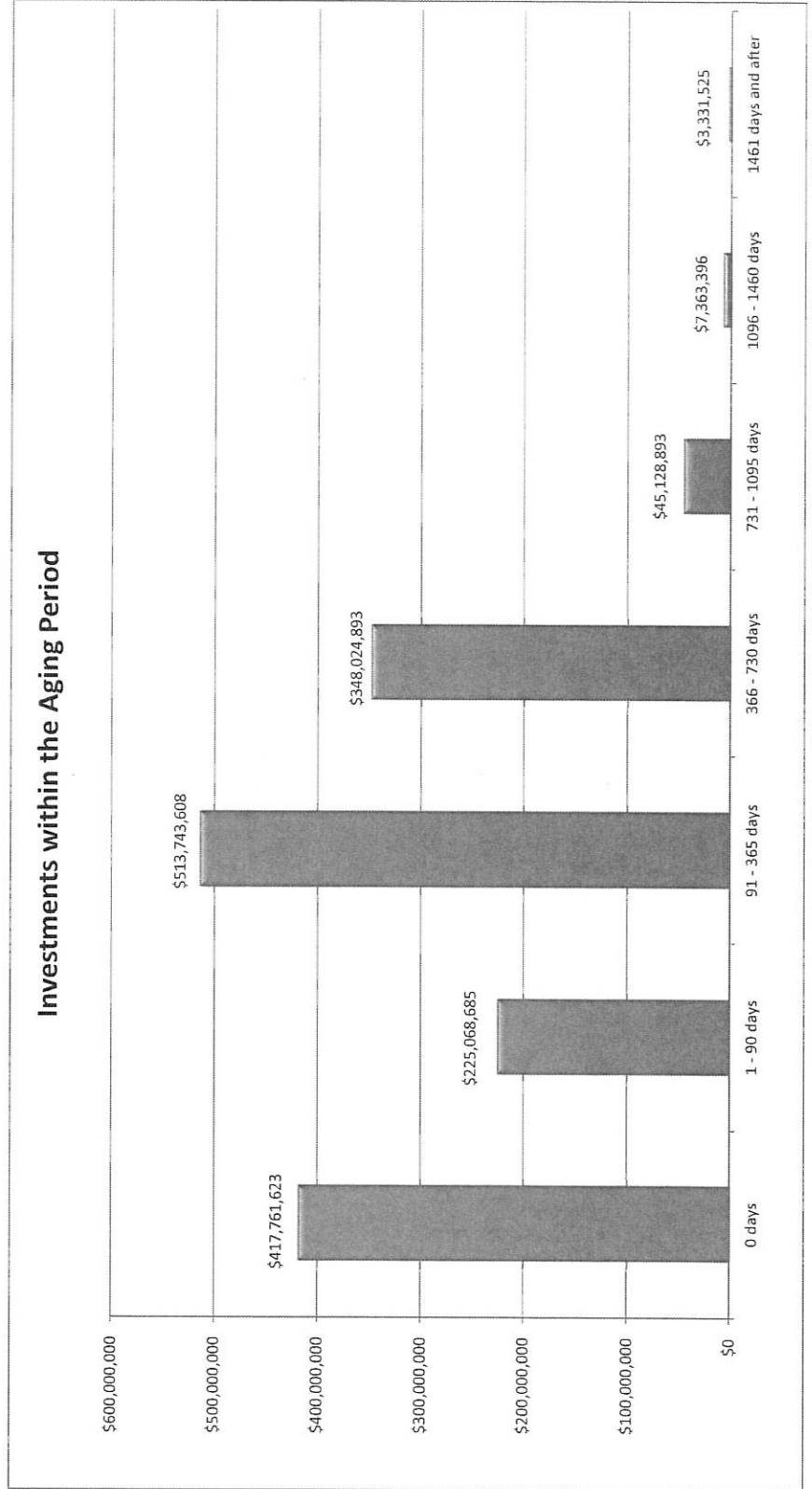
The S&P Index yields are obtained from Bloomberg
 The 1-3 Yr Treasury and Agency yields are obtained from the B of A Merrill Lynch Global Bond Indices/Bloomberg
 The 1-Yr Treasury and Agency yields are obtained from the B of A Merrill Lynch Global Bond Indices/Bloomberg
 * benchmark changed to reflect current portfolio
 **LAIF - results for the month preceding quarter end

Exhibit D
Monterey County
Aging Report
By Maturity Date
As of July 1, 2018



| | Maturity Par Value | Percent of Portfolio | Current Book Value | Current Market Value |
|-------------------------------------|-----------------------------|-------------------------|-------------------------|-------------------------|
| Aging Interval: 0 days | (07/01/2018 - 07/01/2018) | 11 Maturities | 417,761,623.40 | 417,761,623.40 |
| Aging Interval: 1 - 90 days | (07/02/2018 - 09/29/2018) | 11 Maturities | 225,068,685.49 | 222,893,177.45 |
| Aging Interval: 91 - 365 days | (09/30/2018 - 07/01/2019) | 39 Maturities | 513,743,607.59 | 508,822,686.71 |
| Aging Interval: 366 - 730 days | (07/02/2019 - 06/30/2020) | 37 Maturities | 348,024,892.95 | 341,447,734.28 |
| Aging Interval: 731 - 1095 days | (07/01/2020 - 06/30/2020) | 16 Maturities | 45,128,892.78 | 42,333,798.58 |
| Aging Interval: 1096 - 1460 days | (07/01/2021 - 06/30/2022) | 7 Maturities | 7,363,396.02 | 5,216,657.91 |
| Aging Interval: 1461 days and after | (07/01/2022 -) | 9 Maturities | 3,331,525.12 | 12,789,967.78 |
| Total for 130 Investments | | | 1,560,422,623.35 | 1,551,265,646.11 |

Investments within the Aging Period



SUBJECT: 2018-2019 Consolidated Application for Funding, Part 1

PERSON(S) RESPONSIBLE: Ani Silva, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends that the Board review and approve the 2018-2019 Consolidated Application for Funding, Part 1, as presented.

BACKGROUND:

The Consolidated application is used by the California Department of Education to distribute categorical funds and collect fiscal information. The filing of Part 1 declares the district's intention to participate in the specified categorical programs listed below and to follow the guidelines and requirements of each program. Additionally, the California Department of Education uses Part 1 to collect data and determine fiscal allocations for programs such as Title I Part A, Title II Teacher quality and Title III Limited English Proficient. Information such as the percentage of low income and limited English proficient students listed in the School Student Counts provides eligibility and ranking information for each site within the district.

The Consolidated application must be reviewed by the District English Learner Advisory Committee (DELAC). Per Title 5 of the California Code of Regulations Section 11308, if the district has more than 50 language learners the district must establish a DELAC and involve them in the application for funding for programs that serve English Learners. The DELAC met on June 13, 2018 and approved the application. A copy of the application is attached.

INFORMATION:

Programs and Projected Funding Information for 2018-2019 based on 2017-2018 funding

- | | |
|--------------------------------------------------|-----------|
| 1. Title I Part A (Basic Grant) | \$139,844 |
| 2. Title II Part A (Teacher Quality) | \$ 32,918 |
| 3. Title III Part A (Limited English Proficient) | \$ 13,075 |

FISCAL IMPACT:

The total entitlement for 2018-2019 is projected to be \$185,837

2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

| | |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------|
| The authorized representative agrees to the above statement | Yes |
| Authorized Representative's Full Name | Ralph Gomez Porras |
| Authorized Representative Title | Superintendent |
| Authorized Representative Signature Date | 05/25/2018 |
| Comment | |
| If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters) | |

*****Warning*****

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2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

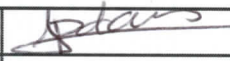
Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

| | |
|-------------------------------------------|------------|
| Date of approval by local governing board | 08/24/2018 |
|-------------------------------------------|------------|

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| DELAC representative's full name |  Perrine Adams |
| DELAC review date | 06/13/2018 |
| Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small> | http://www.pgusd.org |
| DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small> | |

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

| | |
|-------------------------------------------------------------------------------------------|-----|
| Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010 | Yes |
| Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035 | Yes |
| Title III English Learner ESEA Sec. 3102 SACS 4203 | Yes |
| Title III Immigrant ESEA Sec. 3102 SACS 4201 | No |
| Title IV, Part A (Student Support) | No |

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2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

| | |
|--------------------------------|--|
| ESSA Sec. 1112(b) SACS 4127 | |
|--------------------------------|--|

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2018-19 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

| | |
|--------------------------------------------------|----------|
| Estimated English learner per student allocation | \$99.05 |
| Estimated English learner student count | 132 |
| Estimated English learner entitlement amount | \$13,075 |

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000 it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details Web page at <http://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Professional development activities | \$8,000 |
| Program and other authorized activities | \$3,075 |
| English Proficiency and Academic Achievement | \$1,000 |
| Parent, family, and community engagement | \$1,000 |
| Direct administration costs (Amount cannot exceed 2% of the estimated entitlement) | \$0 |
| Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs) | \$0 |
| Total budget | \$13,075 |

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2018-19 Certification of Assurances

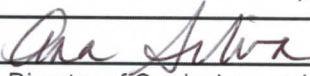
Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

| | |
|------------------------------------------|------------------------------------------------------------------------------------|
| Authorized Representative's Full Name | Ana Silva |
| Authorized Representative's Signature |  |
| Authorized Representative's Title | Director of Curriculum and Special Projects |
| Authorized Representative Signature Date | 06/13/2018 |

*****Warning*****

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2018-19 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 – 2019-20 LCAP | 06/07/2018 |
| Charter Schools Enter the adoption date of the charter school LCAP | |
| Authorized Representative's Full Name | Ana Silva |
| Authorized Representative's Title | Director of Curriculum and Special Projects |

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2018-19 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 2018-19 Request for authorization | No |
| LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters) | |

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2018-19 Nonprofit Private School Consultation

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDerose@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I, Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a nonprofit private school. This includes students who attend nonprofit private schools outside the LEA's boundaries

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s) No

The LEA is electing to add nonprofit private schools outside of the district's attendance area.

*****Warning*****

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Regular Meeting of August 23, 2018

2018-19 Nonprofit Private School Consultation

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

| School Name | School Code | Enrollment | Consultation Occurred | Was Consultation Agreement Met | Signed Written Affirmation on File | Consultation Code | School Added |
|-------------|-------------|------------|-----------------------|--------------------------------|------------------------------------|-------------------|--------------|
| | | | | | | | |

*****Warning*****

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2018-19 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Teacher and Leader Policy Office, awilson@cde.ca.gov, 916-445-5669
 Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Title III Immigrant and English Learner Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

| School Name | School Code | Enrollment | Title II, Part A Participation | Title III English Learner Participation | School Added |
|-------------|-------------|------------|--------------------------------|-----------------------------------------|--------------|
|-------------|-------------|------------|--------------------------------|-----------------------------------------|--------------|

*****Warning*****

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2018-19 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
 Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

| School Name | School Code | Enrollment | Participating | Low Income Student Count | School Added |
|-------------|-------------|------------|---------------|--------------------------|--------------|
|-------------|-------------|------------|---------------|--------------------------|--------------|

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SUBJECT: Designation of Community Human Services Representative

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board approve Cristy Dawson as the Pacific Grove Unified School District Community Human Services Representative.

BACKGROUND:

Community Human Services is a 501c(3) public nonprofit and Joint Powers Authority providing substance abuse and mental health counseling and recovery services to middle and low income individuals and families in Monterey County, California.

FISCAL IMPACT:

None.

SUBJECT: Contract for Continuing Disclosure Services with Dale Scott and Company

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for continuing disclosure services with Dale Scott and Company, Inc. (DS & C) with regards to District's outstanding financings.

BACKGROUND:

The District is required to file an annual continuing disclosure certificate "CDC" for each of the outstanding financings. Dale Scott and Company, Inc., will file on behalf of Pacific Grove USD all materials as required under each CDC with the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access (EMMA) portal.

In addition to the continuing disclosure services, DS & C will prepare and file Annual Debt Transparency Reports (ADTRs).

INFORMATION:

Annually, school Districts are required to file CDC for all of their outstanding financings and Annual Debt Transparency Reports (ADTRs). The compensation proposal by DS & C is as follows:

- a. For the preparation and filing of the Annual Report (including budgets, audits and any other required data) and for the reporting of significant events, an annual fee of \$5,000 payable within 30 days of receipt of invoice from DS & C.
- b. For the preparations and filing of ADTS of significant market events are required to be filed within 10 days of their occurrence (as reported in publicly available media or so as informed by the District), including but not limited to:
 - A one-time set-up fee of \$500 for each ADTR
 - An annual fee of \$500 for each filed ADTR provided however:
 - That for any one year, the total annual fee for all services related to the preparation and filing of ADTRs shall not exceed \$2,500
 - Starting with the second year of this Agreement, the Annual DTR fee shall and annual cap shall escalate by 2.5% per year
- c. The District agrees to reimburse DS & C all reasonable and necessary out-of-pocket expenses at their direct cost plus 5% in an amount not to exceed \$1,000

FISCAL IMPACT:

The maximum fiscal impact as listed under INFORMATION shall be \$8,500 and be paid out of the General Fund.

July 18, 2018

Board of Trustees
c/o Ralph Porras, Superintendent
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950-4900

**Re: Pacific Grove Unified School District
Continuing Disclosure Services Agreement**

Ladies and Gentlemen:

It is our understanding that the Pacific Grove Unified School District (the “District”) wishes to comply with obligations under the continuing disclosure certificates the District has executed and delivered in connection with its outstanding long-term debt financings. Dale Scott & Company, Inc. (“DS&C”, together with the District, the “Parties”; individually each a “Party”) hereby agrees to assist the District as its continuing disclosure dissemination agent (“Dissemination Agent”) in connection with this District goal, as set forth below in this agreement (the “Agreement”).

- I. **Continuing Disclosure Services Provided.** DS&C shall perform all duties and services reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards and practices of professional Dissemination Agents. Services shall include:
 - a. **Preparation of Annual Report.** Include all relevant District information and required items from the continuing disclosure certificate (“CDC”) from each of the District’s outstanding financings. DS&C shall, whenever possible, attempt to consolidate information from separate CDCs into a single Annual Report.
 - b. **Annual Filing of Annual Report, Budget and Audit.** File all materials as required under each CDC with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access portal.
 - c. **Preparation and Filing of Notice of Significant Events.** Notices of significant market events are required to be filed within 10 days of their occurrence (as reported in publicly available media or as so informed by the District), including but not limited to:
 - Delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, etc.
 - Changes in the underlying rating of the District
 - Changes in the ratings of the insurers on the District’s outstanding financings
 - Any other significant event
 - d. **Update Filings.** Research and determine if prior filings were timely and accurate and, if not, bring all such filings up to date.
- II. **Preparation and Filing of Annual Debt Transparency Reports (“ADTRs”)** shall include but not be limited to:
 - a. Complete an Annual DTR for each applicable District bond or note issuance
 - b. Obtain outstanding data from the District not otherwise available as required for the filing of each Annual DTR
 - c. Annually file ADTRs with the California Debt and Investment Advisory Commission (“CDIAC”)
 - d. Provide the District with notice and confirmation of each successful filing



III. **Compensation.** For its services as set forth in this Agreement, DS&C shall be compensated as follows:

- a. For the preparation and filing of the Annual Report (including budgets, audits and any other required data) and for the reporting of significant events, an annual fee of \$5,000 payable within 30 days of receipt of invoice from DS&C.
- b. For the preparations and filing of ADTRs of significant market events are required to be filed within 10 days of their occurrence (as reported in publicly available media or as so informed by the District), including but not limited to:
 - A one-time set-up fee of \$500 for each ADTR
 - An annual fee of \$500 for each filed ADTR provided however:
 - That for any one year, the total annual fee for all services related to the preparation and filing of ADTRs shall not exceed \$2,500
 - Starting with the second year of this Agreement, the Annual DTR fee shall and annual cap shall escalate by 2.5% per year
- c. The District agrees to reimburse DS&C all reasonable and necessary out-of-pocket expenses at their direct cost plus 5% in an amount not to exceed \$1,000.

III. **Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date it is signed by an authorized representative of the District and shall last for a term of five years from that date. During the term of this Agreement, either party shall have the authority to cancel the Agreement 90 days prior or after the filing of each year's Annual Report. The District agrees that, during the term of this Agreement, DS&C shall be the sole Dissemination Agent hired by the District for the services described herein.

IV. **Additional Matters**

- a. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of California, without giving effect to principles of conflicts of law. Any litigation or arbitration between the Parties will take place in the appropriate forum located closest to San Francisco, CA.
- b. **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 shall be entitled to recovery of its costs and reasonable attorneys' fees, including the reasonable value of counsel services.
- c. **DS&C's Duty to Comply with Laws.** DS&C shall, at all times, comply with all laws, statutes, ordinances, rules and regulations applicable thereto, enacted and adopted by federal, state, regional, municipal or other government bodies, departments or offices thereof.
- d. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns; provided however, neither Party may assign or transfer any of its rights or obligations hereunder without 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.** 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 first listed above. 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.

- h. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements between them relating to the subject matter hereof.
- i. **Amendments and Waivers.** No amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- j. **Indemnity and Hold Harmless.** Each Party agrees to indemnify and hold harmless the other Party and its employees, agents, managers, and members from any claims, liabilities, losses, damages, and expenses asserted against the other Party and arising out of the indemnifying Party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.
- k. **Severability.** If a provisions of this Agreement is held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- l. **Counterparts.** This Agreement may be executed in any number of 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.
- m. **Construction.** This Agreement is the result of negotiations between the Parties, and has been reviewed by each of the Parties and their respective counsel, if any. Accordingly, this Agreement shall be deemed to be the product of the Parties, and no ambiguity shall be construed in favor of or against any one of the Parties.
- n. **No Municipal Advisory Services.** DS&C represents that it is not, in fact, conducting any municipal advisory services in the performance of this Agreement. The data that DS&C disseminates under the terms of this Agreement are of a factual nature and do not contain any opinions or advice of DS&C, and may not be relied upon as financial advice from DS&C. DS&C agrees to work with the District to ensure that the terms of the Agreement are interpreted and performed accordingly. The Parties agree to immediately amend the Agreement as soon as either becomes aware of any term herein that inadvertently requests or requires that DS&C provide municipal advisory services.
- o. **As-Is Data.** The data DS&C disseminates under this Agreement may be produced from third-party sources. While such data is reasonably believed to be reliable, DS&C makes no representation regarding the accuracy, completeness or reliability of such data, and disseminates it strictly "as is." DS&C shall not be liable for any damages arising from use of, or reliance upon, such data, however caused and on any theory of liability.



Dale Scott & Company, Inc.

Dale Scott
President

Pacific Grove Unified School District

Name:
Title:
Date:

SUBJECT: Adoption of Board Policy and Regulation 5022 Student and Family Privacy Rights

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and adopt Board 5022 Student and Family Privacy Rights, as recommended by legal counsel.

INFORMATION:

Board Policy and Regulation 5022 are legally mandated under 20 U.S.C. 1232h and recommended by legal counsel. The Policy and Regulation are specific to the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information.

- The District may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, including:
 - College or other postsecondary education recruitment or military recruitment
 - Book clubs, magazines, and programs providing access to low-cost literary products
 - Curriculum and instructional materials used by elementary and secondary schools
 - Tests and assessments
 - The sale by students of products or services to raise funds for school-related or education-related activities
 - Student recognition programs
- The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose
- Surveys Requesting Information about Beliefs and Practices
 - A student's parent/guardian, or a student who is an adult or emancipated minor, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following:
 - 1. Political affiliations or beliefs
 - 2. Mental or psychological problems of the student or his/her family
 - 3. Sexual behavior or attitudes or personal beliefs
 - 4. Illegal, anti-social, self-incriminating, or demeaning behavior
 - 5. Critical appraisals of family relationships
 - 6. Legally recognized privileged or analogous relationships
 - 7. Religious practices, affiliations, or beliefs
 - 8. Income
- If a student participates in such a survey requesting information about personal beliefs and practices, school officials and staff members shall not request or disclose the student's identity.

FISCAL IMPACT:

None.

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Policy #5022

Student And Family Privacy Rights

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.8 - Research)

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

(cf. 6162.5 - Student Assessment)

5. The sale by students of products or services to raise funds for school-related or education-related activities

(cf. 1321 - Solicitation of Funds from and by Students)

6. Student recognition programs

(cf. 5126 - Awards for Achievement)

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

The Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following: (20 USC 1232h)

Pacific Grove Unified School District

Students

Policy #5022

Student And Family Privacy Rights

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
4. Any nonemergency physical examinations or screenings that the school may administer

(cf. 0420 - School Plans/Site Councils)
 (cf. 1220 - Citizen Advisory Committee)
 (cf. 1230 - School-Connected Organizations)

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Pacific Grove Unified School District

Students

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Student And Family Privacy Rights

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/offices/OM/fpc>

Pacific Grove Unified School District

Students

Regulation #5022

Student And Family Privacy Rights

Surveys Requesting Information about Beliefs and Practices

A student's parent/guardian, or a student who is an adult or emancipated minor, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following: (Education Code 51513; 20 USC 1232h)

1. Political affiliations or beliefs of the student or his/her parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the student has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6179 - Child Care and Development Program)

If a student participates in such a survey requesting information about personal beliefs and practices, school officials and staff members shall not request or disclose the student's identity.

(cf. 6162.8 - Research)

Notwithstanding the above requirements for prior written consent, the district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about student attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate. (Education Code 51938)

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove

Pacific Grove Unified School District

Students

Regulation #5022

Student And Family Privacy Rights

such questions. (Education Code 51514)

Parent/Guardian Access to Surveys and Instructional Materials

The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)

1. A survey or other instrument to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices

2. Any instructional material to be used as part of his/her child's educational curriculum

(cf. 5020 - Parent Rights and Responsibilities)

Within a reasonable period of time after receiving a parent/guardian's request, the principal or designee shall permit the parent/guardian to view the survey or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

(cf. 1340 - Access to District Records)

No student shall be subject to penalty for his/her parent/guardian's exercise of any of the rights stated above.

Health Examinations

Authorized school officials may administer to any student any physical examination or screening permitted under California law. However, no student shall be subjected to a nonemergency, invasive physical examination without prior written notice to his/her parent/guardian, unless an applicable state law authorizes the student to provide consent without parent/guardian notification. (20 USC 1232h)

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a properly authorized hearing, vision, or scoliosis screening. (20 USC 1232h)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.3 - Health Examinations)

Notifications

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

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Students

Regulation #5022

Student And Family Privacy Rights

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this administrative regulation and the accompanying Board policy
3. The specific or approximate dates during the school year when the following activities are scheduled:
 - a. Survey requesting personal information
 - b. Physical examinations or screenings

SUBJECT: Adoption of Board Policy and Regulation 6162.8 Research

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and adopt Board 6162.8 Research, as recommended by legal counsel.

INFORMATION:

Board policy and regulation 6162.8 are discretionary, but recommended by legal counsel. The Board Policy and Regulation acknowledge a Student's privacy rights with regards to academic research to improve educational programs and practices.

- The privacy rights of students, including their right to refrain from participation in research projects in accordance with law, Board policy and administrative regulation will be respected.
- The Superintendent or designee may authorize research projects when research is aligned with district goals and objectives and is likely to benefit the district without disrupting the school program.
- The Superintendent or designee shall ensure that parents/guardians receive prior notification of any surveys or evaluations that collect personal student information and that consent is obtained in accordance with law.
- The Superintendent or designee may approve the proposed project for a period of one school year or less. To extend any project into a second school year, the researcher(s) must obtain approval from the Superintendent or designee.
- Researchers shall certify that they will use no school names in the publication of findings without the approval of the Superintendent or designee.

FISCAL IMPACT:

None.

Pacific Grove Unified School District

Instruction

Policy #6162.8

Research

The Governing Board recognizes the value of academic research to improve educational programs and practices. Researchers shall respect the privacy rights of students, including their right to refrain from participation in research projects in accordance with law, Board policy and administrative regulation.

The Superintendent or designee may authorize research projects within the district by outside groups or persons when such research is aligned with district goals and objectives and is likely to benefit the district without disrupting the school program.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

The Superintendent or designee shall ensure that parents/guardians receive prior notification of any surveys or evaluations that collect personal student information and that consent is obtained in accordance with law.

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

51513 Personal beliefs

UNITED STATES CODE, TITLE 20

1232h Protection of pupil rights

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

CDE: <http://www.cde.ca.gov>

USDOE, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpco/>

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Instruction

Regulation #6162.8

Research

Persons or groups wishing to use district staff, students or property in connection with an academic research project shall submit to the Superintendent or designee a written proposal which includes:

1. Name of researcher(s) and academic credentials
2. Purpose and scope of the project
3. Method of study or investigation to be used
4. Extent of participation expected of students and staff
5. Use to which project results will be put
6. Benefits to the school(s) or the district

The Superintendent or designee shall evaluate the extent to which the proposal:

1. Shows potential for improving instructional programs and strategies
2. Addresses a relevant educational problem, concern or issue
3. Is designed to minimize interruptions and demands upon the time of students and staff

The Superintendent or designee may approve the proposed project for a period of one school year or less. To extend any project into a second school year, the researcher(s) must obtain approval from the Superintendent or designee.

Researchers shall certify that they will use no school names in the publication of findings without the approval of the Superintendent or designee.

SUBJECT: Adoption of Board Policy 5145.13 Education Equity: Immigration and
Citizenship Status

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and adopt Board 5145.13 Education Equity: Immigration and Citizenship Status, as recommended by legal counsel.

INFORMATION:

Education Equity: Immigration and Citizenship Status

AB 699 Mandates Support for Immigrant Families

Assembly Bill 699 added "citizenship and immigration status" as a protected characteristic for purposes of discrimination and equal protection laws. This new protection went into effect January 1, 2018. In addition, AB 699 outlined a number of mandates that local educational agencies must comply with, including adopting policies consistent with the California Attorney General's model policies.

FISCAL IMPACT:

None.

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

The Governing Board recognizes the District's responsibilities outlined by Assembly Bill 699 and authorizes the Superintendent or designee to develop administrative regulations and procedures to provide for District compliance of those requirements. Certain provisions of this policy may also be addressed in other District policies and regulations and all the provisions shall be interpreted together as working in coordination with one another.

(*cf.* BP 0100 – Mission, Philosophy, and Goals)

Collecting and Retaining Student Information

The Superintendent or designated administrator shall maintain in writing District policies and procedures for gathering and handling sensitive student information, and appropriate personnel shall receive training regarding those policies and procedures.

If the District possesses information that could indicate immigration status, citizenship status, or national origin information, the District shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school.

If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin information, the District shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

The District shall not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.

(*cf.* BP 0410 – Nondiscrimination in District Programs and Activities)

(*cf.* BP 5020 – Parent Rights and Responsibilities)

(*cf.* BP 5111 – Admission)

(*cf.* BP 5111.1 – District Residency)

(*cf.* BP 5125 – Student Records)

(*cf.* BP 5125.1 – Release of Directory Information)

(*cf.* BP 5145.3 – Nondiscrimination/harassment)

(*cf.* BP 5145.6 – Parental Notifications)

Inquiries Regarding Immigration Status, Citizenship Status, and National Origin Information

District personnel shall not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

Where any law contemplates submission of national origin related information to satisfy the requirements of a special program, District personnel shall solicit that documentation or information separately from the school enrollment process.

Where permitted by law, the Superintendent or designee of the District shall enumerate alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.

Where residency, age, and other eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this policy, the District's procedures and forms shall describe to the applicant, and accommodate, all alternatives specified in law and all alternatives authorized under this policy.

(*cf.* BP 0410 – Nondiscrimination in District Programs and Activities)

(*cf.* BP 5020 – Parent Rights and Responsibilities)

(*cf.* BP 5111 – Admission)

(*cf.* BP 5111.1 – District Residency)

(*cf.* BP 5145.3 – Nondiscrimination/harassment)

(*cf.* BP 5145.6 – Parental Notifications)

Inquiries About Social Security Numbers or Cards

The District shall not solicit or collect entire Social Security numbers or cards.

The District shall solicit and collect the last four digits of an adult household member's Social Security number only if required to establish eligibility for federal benefit programs.

When collecting the last four digits of an adult household member's Social Security number to establish eligibility for a federal benefit program, the District shall explain the limited purpose for which this information is collected, and clarify that a failure to provide this information will not bar the student from enrolling in or attending the school.

The District shall treat all students equitably in the receipt of all school services, including, but, not limited to, the gathering of student and family information for the free and reduced lunch program, transportation and educational instruction.

(*cf.* BP 0410 - Nondiscrimination in District Programs and Activities)

(*cf.* BP 3553 – Free and Reduced-Price Meals)

(*cf.* BP 5020 – Parent Rights and Responsibilities)

(*cf.* BP 5030 – Healthy Educational Environment)

(*cf.* BP 5111 – Admission)

(*cf.* BP 5111.1 – District Residency)

(*cf.* BP 5145.3 – Nondiscrimination/harassment)

(*cf.* BP 5145.6 – Parental Notifications)

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

Procedures Regarding Information Sharing

The District shall avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by Family Educational Rights and Privacy Act (FERPA).

District personnel shall take the following action steps upon receiving an information request related to a student's or family's immigration or citizenship status:

1. Notify a designated District official about the information request.
2. Provide students and families with appropriate notice and a description of the immigration officer's request.
3. Document any verbal or written request for information by immigration authorities.
4. Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the District prohibits disclosure, the District shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The District shall require written parental or guardian consent for release of student information, unless the information is relevant for a legitimate educational interest or includes directory information only. Neither exception permits disclosing information to immigration authorities for immigration-enforcement purposes; no student information shall be disclosed to immigration authorities for immigration enforcement purposes without a court order or judicial subpoena.

The District's request for written or parental or guardian consent for release of student information must include the following information: (1) the signature and date of the parent, guardian, or eligible student providing consent; (2) a description of the records to be disclosed; (3) the reason for release of information; (4) the parties or class of parties receiving the information; and (5) if requested by the parents, guardians or eligible student, a copy of the records to be released. The District shall permanently keep the consent notice with the record file.

The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that this not otherwise subject to release, the District shall not release the information.

(*cf.* BP 0410 – Nondiscrimination in District Programs and Activities)

(*cf.* BP 5020 – Parent Rights and Responsibilities)

(*cf.* BP 5125 – Student Records)

(*cf.* BP 5125.1 – Release of Directory Information)

(*cf.* BP 5145.3 – Nondiscrimination/harassment)

(*cf.* BP 5145.6 – Parental Notifications)

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

Annual Information Notice to Parents and Guardians

General Information Policy

The District must provide an annual notice to parents and guardians of the school's general information policies that includes:

1. Assurances that the District will not release information to third parties for immigration-enforcement purposes, except as required by law or court order
2. A description of the types of student records maintained by the District.
3. A list of the circumstances or conditions under which the District might release student information to outside people or entities.
4. A statement that, unless the District is providing information for a legitimate educational purpose under FERPA and the California Education Code or directory information, the District shall notify parents or guardians and eligible students—and receive their written consent—before it releases a student's personally identifiable information.

Directory Information Policy - If the District decides to release directory information, the District shall provide an annual notice to parents and guardians, and "eligible students" in attendance, of the District's directory information policy that includes:

1. The categories of information that the District has classified as public directory information that may be disclosed without parental consent and which should only include the information specifically identified in Education Code section 49061, subdivision (c).
2. A statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin (except where the District receives consent as required under state law).
3. The recipients of the directory information.
4. A description of the parent's or guardian's abilities to refuse release of the student's directory information, and how to refuse release.
5. The deadline in which the parent, guardian or student must notify the school in writing that he or she does not want the information designated as directory information.

(*cf.* BP 0410 – Nondiscrimination in District Programs and Activities)

(*cf.* BP 1240 – Volunteer Assistance)

(*cf.* BP 3312 – Contracts)

(*cf.* BP 3600 – Consultants—Contract Process)

(*cf.* BP 5020 – Parent Rights and Responsibilities)

(*cf.* BP 5125 – Student Records)

(*cf.* BP 5125.1 – Release of Directory Information)

(*cf.* BP 5145.3 – Nondiscrimination/harassment)

(*cf.* BP 5145.6 – Parental Notifications)

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

Monitoring and Receiving Visitors onto Campus

No outsider—which would include immigration-enforcement officers—shall enter or remain on school grounds of the District during school hours without having registered with the principal or designee. If there are no exigent circumstances necessitating immediate action, and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit, the officer must provide the following information to the principal or designee:

1. Name, address, occupation;
2. Age, if less than 21;
3. Purpose in entering school grounds;
4. Proof of identity; and
5. Any other information as required by law.

The District shall adopt measures for responding to outsiders that avoids classroom interruptions, and preserves the peaceful conduct of the school's activities, consistent with local circumstances and practices.

The District shall post signs at the entrance of its school grounds to notify outsiders of the hours and requirements for registration.

District personnel shall report entry by immigration-enforcement officers to any on-site school police or other appropriate administrator as would be required for any unexpected or unscheduled outside visitor coming on campus.

(*cf.* BP 1250 –Visitors to the Schools)

(*cf.* BP 5137 – Positive School Climate)

(*cf.* BP 5145.11 – Questioning and apprehension by law enforcement)

Responding to On-Campus Immigration Enforcement

As early as possible, District personnel shall notify the Superintendent or designated administrator of any request by an immigration-enforcement officer for school or student access, or any requests for review of school documents (including for the services of lawful subpoenas, petitions, complaints, warrants, etc.).

In addition to notifying the Superintendent or designated administrator, District personnel shall take the following action steps in response to an officer present on the school campus specifically for immigration-enforcement purposes:

1. Advise the officer that before proceeding with his or her request, and absent exigent circumstances, school personnel must first receive notification and direction from the Superintendent or administrator.

Pacific Grove Unified School District

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Policy #5145.13

Education Equity: Immigration and Citizenship Status

2. Ask to see, and make a copy of or note, the officer's credentials (name and badge number). Also ask for and copy or note the phone number of the officer's supervisor.
3. Ask the officer for his/her reason for being on school grounds and document it.
4. Ask the officer to produce any documentation that authorizes school access.
5. Make a copy of all documents provided by the officer. Retain one copy of the documents for school records.
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, District personnel should comply with the officer's orders and immediately contact the Superintendent or other administrator.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the immigration-enforcement officer has:
 - a. An ICE (Immigrations and Customs Enforcement) administrative warrant, District personnel shall inform the agent that he or she cannot consent to any request without first consulting with the District's counsel or other designated agency official.
 - b. A federal judicial warrant (search-and-seizure warrant or arrest warrant; prompt compliance with such a warrant is usually legally required. If feasible, consult with the District's legal counsel or designated administrator before providing the agent access to the person or materials specified in the warrant.
 - c. A subpoena for production of documents or other evidence, immediate compliance is not required. Therefore, District personnel shall inform the District's legal counsel or other designated official of the subpoena, and await further instructions on how to proceed.
8. While District personnel should not consent to access by an immigration-enforcement officer, except as described above, he/she should not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, District personnel shall document his or her actions while on campus.
9. After the encounter with the officer, District personnel shall promptly take written notes of all interactions with the officer. The notes shall include the following items:
 - a. List or copy of the officer's credentials and contact information;
 - b. Identity of all school personnel who communicated with the officer;
 - c. Details of the officer's request;
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
 - e. District personnel's response to the officer's request;
 - f. Any further action taken by the agent; and
 - g. Photo or copy of any documents presented by the agent.

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

10. District personnel shall provide a copy of those notes, and associated documents collected from the officer, to the District's legal counsel or other designated agency official.

11. In turn, the District's legal counsel or other designated official shall submit a timely report to the District's governing board regarding the officer's requests and actions and the District's response(s).

12. E-mail the Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes.

(*cf.* BP 0410 – Nondiscrimination in District Programs and Activities)

(*cf.* BP 1250 –Visitors/Outsiders)

(*cf.* BP 5020 – Parent Rights and Responsibilities)

(*cf.* BP 5125 – Student Records)

(*cf.* BP 5125.1 – Release of Directory Information)

(*cf.* BP 5137 – Positive School Climate)

(*cf.* BP 5145.3 – Nondiscrimination/harassment)

(*cf.* BP 5145.11 – Questioning and apprehension by law enforcement)

Parental Notification of Immigration-Enforcement Actions

District personnel must receive consent from the student's parent or guardian before a student can be interviewed or searched by any officer seeking to enforce the civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge, or presents a valid, effective court order.

District personnel shall immediately notify the student's parents or guardians if a law-enforcement officer requests or gains access to a student for immigration-enforcement purposes, unless such access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

(*cf.* BP 1250 –Visitors/Outsiders)

(*cf.* BP 5020 – Parent Rights and Responsibilities)

(*cf.* BP 5125 – Student Records)

(*cf.* BP 5125.1 – Release of Directory Information)

(*cf.* BP 5137 – Positive School Climate)

(*cf.* BP 5145.6 – Parental Notifications)

(*cf.* BP 5145.11 – Questioning and apprehension by law enforcement)

Responding to the Detention or Deportation of a Student's Family Member

The District shall encourage that families and students have and know their emergency phone numbers and know where to find important documentation, including birth certificates, passports, Social Security cards, doctors' contact information, medication lists, lists of allergies, etc., which will allow them to be prepared in the event that a family member is detained or deported.

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

The District shall permit students and families to update students' emergency contact information as needed throughout the school year, and provide alternative contacts if no parent or guardian is available.

The District shall ensure that families may include the information of an identified trusted adult guardian as a secondary emergency contact in case a student's parent or guardian is detained.

The District shall communicate to families that information provided within the emergency cards will only be used in response to specified emergency situations, and not for any other purpose.

In the event a student's parent/guardian has been detained or deported by federal immigration authorities, the District shall use the student's emergency card contact information and release the student to the person(s) designated as emergency contacts. Alternatively, the District shall release the student into the custody of any individual who presents a Caregiver's Authorization Affidavit on behalf of the student. The District shall only contact Child Protective Services if the District personnel are unsuccessful in arranging for the timely care of the child through the emergency contact information that the school has, a Caregiver's Authorization Affidavit, or other information or instructions conveyed by the parent or guardian.

(*cf.* BP 1250 –Visitors/Outsiders)

(*cf.* BP 5137 – Positive School Climate)

(*cf.* BP 5020 – Parent Rights and Responsibilities)

(*cf.* BP 5145.6 – Parental Notifications)

Responding to Hate Crimes and Bullying

Adopting and Publicizing Anti-Bullying and Anti-Harassment Policy - The District shall adopt and publicize policies that prohibit discrimination, harassment, intimidation, and bullying on the basis of a student's actual or perceived nationality, ethnicity, or immigration status. Those policies must be translated in the student's primary language if at least 15 percent of the students enrolled in the school speak a single primary language other than English.

The District shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the Attorney General. The District shall inform students who are victims of hate crimes of their right to report such crimes.

Processing Complaints of Harassment and Bullying - The District shall adopt a process for receiving complaints of and investigating complaints of discrimination, harassment, intimidation, and bullying based on any of the following actual or perceived characteristics: disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, association with a person or group with one or more of the aforementioned characteristics, immigration status.

The complaint process must include, but is not limited to, the following steps

1. A requirement that, if school personnel witness an act of discrimination, harassment, intimidation, or bullying, they shall take immediate steps to intervene when safe to do so;

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

2. A timeline to investigate and resolve complaints of discrimination, harassment, intimidation, or bullying that shall be followed by all schools under the jurisdiction of the District; and
3. An appeal process afforded to the complainant should he or she disagree with the resolution of a complaint.
4. The District shall ensure that complaint procedures contain confidentiality safeguards for immigration status information.
5. The District shall prohibit retaliation against a person who submits a complaint of discrimination, harassment, intimidation, or bullying.

(cf. BP 0100 – Mission, Philosophy, and Goals)

(cf. BP 0410 – Nondiscrimination in District Programs and Activities)

(cf. BP 1312.3 – Uniform Complaint Procedures)

(cf. BP 5131.3 – Bullying/Cyberbullying)

(cf. BP 5137 – Positive School Climate)

(cf. BP 5145.3 – Nondiscrimination/harassment)

Training Students, Teachers, and Staff on Anti-Bullying and Anti-Harassment Policy

The District shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs.

The District shall also train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training should, at minimum, provide agency personnel with the skills to do the following:

1. Discuss the varying immigration experiences among members of the student body and school community;
2. Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
3. Identify the signs of bullying or harassing behavior;
4. Take immediate corrective action when bullying is observed; and
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

(cf. BP 0100 – Mission, Philosophy, and Goals)

(cf. BP 0410 – Nondiscrimination in District Programs and Activities)

(cf. BP 1312.3 – Uniform Complaint Procedures)

(cf. BP 5131.2 – Bullying)

(cf. BP 5137 – Positive School Climate)

(cf. BP 5145.3 – Nondiscrimination/harassment)

Pacific Grove Unified School District

Students

Policy # 5 1 4 5 . 1 3

Education Equity: Immigration and Citizenship Status

Legal Reference:

Assembly Bill 699

EDUCATION CODE

200-262.4 Prohibition of discrimination

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes

48050-48054 Nonresidents

48200-48208 Persons Included

48350-48361 Open Enrollment Act

48902 Notice to law enforcement authorities

48906 Release of minor pupil to peace officers; notice to parent, guardian

48985 Notice to parent in language other than English

49060-49079 Student records

49408 Information of use in emergencies

49602 Confidentiality of pupil information

51100-51102 Parent/guardian rights

FAMILY CODE

650 Use of Caregiver’s Authorization

PENAL CODE

626-626.10 Crimes on school grounds

627-627.7 Access to school premises

CODE OF REGULATIONS, TITLE 5

430-438 Individual student records

UNITED STATES CODE, TITLE 20

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

UNITED STATES CODE, TITLE 42

2001d et seq. Title VI, Civil Rights Act of 1964

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Under what conditions is prior consent not required to disclose information?

104.4 Discrimination prohibited

COURT DECISIONS

Plyler v. Doe (1982) 457 U.S. 202

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

Management Resources:

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

WEB SITES

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:
<http://locator.ice.gov/odls>

Pacific Grove Unified School District

Students

Policy #5145.13

Education Equity: Immigration and Citizenship Status

SUBJECT: Johnson Electronics Contract for Service

PERSON(S) RESPONSIBLE: Matt Kelly, Director Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for service with Johnson Electronics for the 2018-2019 school year.

BACKGROUND:

The District requires professional services for repair and troubleshooting telephone and related electrical systems District-wide. In the 2017-18 school year, the district spent nearly \$6,000 on telephone and related electrical system repairs.

INFORMATION:

Johnson Electronics provides expertise and equipment in the repair and proper maintenance of telephone and related electrical equipment not available within the District.

FISCAL IMPACT:

\$6,000 Maintenance and Operations

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

JOHNSON ELECTRONICS, _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

| | | | |
|------------------------------|------------------------|------------------|---------------------|
| <u>P. O. Box 2415</u> | <u>Salinas,</u> | <u>CA</u> | <u>93902</u> |
| MAILING ADDRESS | CITY | STATE | ZIP |

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on September 4, 2018 and shall be completed on or before June 30, 2019
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Phone and related electrical systems maintenance and repairs, district-wide.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work 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. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed \$6,000.

Source of Funds: Maintenance & Operations

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- X 2) Monthly - in accordance with provision of services.
- 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 2018.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

SUBJECT: M3 Environmental Consulting Contract for Service

PERSON(S) RESPONSIBLE: Matt Kelly, Director Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for service with M3 Environmental Consulting for the 2018-2019 school year.

BACKGROUND:

The District requires professional services for environmental testing in District buildings. In the 2017-18 school year, the District spent nearly \$9,000 on environmental testing for air quality, mold, mildew, etc.

INFORMATION:

M3 Environmental Consulting provides expertise and testing equipment not available within the District.

FISCAL IMPACT:

\$9,000 Maintenance and Operations

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

M3 Environmental Consulting, _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

| | | | |
|--------------------------------------------|-------------------------|------------------|---------------------|
| <u>9821 Blue Larkspur, Ste. 100</u> | <u>Monterey,</u> | <u>CA</u> | <u>93940</u> |
| MAILING ADDRESS | CITY | STATE | ZIP |

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on September 4, 2018 and shall be completed on or before June 30, 2019
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Environmental testing services, district-wide.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work 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. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed \$9,000.

Source of Funds: Maintenance & Operations

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- X 2) Monthly - in accordance with provision of services.
- 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 2018.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

SUBJECT: McDonalds Refrigeration Contract for Service

PERSON(S) RESPONSIBLE: Matt Kelly, Director Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for service with McDonalds Refrigeration for the 2018-2019 school year.

BACKGROUND:

The District requires professional services for repair of refrigeration systems in school cafeterias. In the 2017-18 school year, the District spent nearly \$5,000 on refrigeration system repairs.

INFORMATION:

McDonalds Refrigeration provides expertise in the repair and proper maintenance of refrigeration equipment not available within the District.

FISCAL IMPACT:

\$5,000 Maintenance and Operations

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

McDONALDS REFRIGERATION, _____ **CONTRACTOR**

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

| | | | |
|-----------------------------------|--------------------------|------------------|---------------------|
| <u>605 California Ave.</u> | <u>Sand City,</u> | <u>CA</u> | <u>93955</u> |
| MAILING ADDRESS | CITY | STATE | ZIP |

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on September 4, 2018 and shall be completed on or before June 30, 2019
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Repairs to refrigeration systems, district-wide.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work 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. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed \$5,000.

Source of Funds: Fund 13 Food Service/Cafeteria

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- X 2) Monthly - in accordance with provision of services.
- 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 2018.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

SUBJECT: Topes Tree Service, Inc. Contract for Service

PERSON(S) RESPONSIBLE: Matt Kelly, Director Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for service with Topes Tree Service, Inc. for the 2018-2019 school year.

BACKGROUND:

The District requires professional services for tree and debris removal District-wide. In the 2017-18 school year, the District spent nearly \$20,000 on removal of dead and downed trees and debris.

INFORMATION:

Topes Tree Service, Inc. provides expertise and equipment in the removal of dead and downed trees and debris that is not available within the District.

FISCAL IMPACT:

\$20,000 Fund 14 Deferred Maintenance

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

TOPES TREE SERVICE, INC. _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

| | | | |
|-------------------------------|------------------------------|------------------|---------------------|
| <u>P. O. Box 51964</u> | <u>Pacific Grove,</u> | <u>CA</u> | <u>93950</u> |
| MAILING ADDRESS | CITY | STATE | ZIP |

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on September 4, 2018 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Removal of trees and debris as needed throughout the entire school district.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work 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. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed the sum of \$20,000.00

Source of Funds: Fund 14 Deferred Maintenance

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- X 2) Monthly - in accordance with provision of services as invoiced
- 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 2018.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

SUBJECT: Airtec Services Contract for Service

PERSON(S) RESPONSIBLE: Matt Kelly, Director Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for service with Airtec Services for the 2018-2019 school year.

BACKGROUND:

The District requires professional services for district HVAC systems. In the 2017-18 school year, the district spent nearly \$30,000 on HVAC repairs.

INFORMATION:

Airtec Services provides expertise and equipment not available within the District.

FISCAL IMPACT:

\$30,000 Fund 14 Deferred Maintenance

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

AIRTEC SERVICE _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

| | | | |
|-------------------------|---------------------|-----------|--------------|
| 175 Aviation Way | Watsonville, | CA | 95076 |
| MAILING ADDRESS | CITY | STATE | ZIP |

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on September 4, 2018 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Repair/replace HVAC systems district-wide.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work 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. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed \$30,000

Source of Funds: Fund 14 Deferred Maintenance

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- X 2) Monthly - in accordance with provision of services.
- 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 2018.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

SUBJECT: Acceptance of Measure A Security Camera Project – Alternate #2 Community High School

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve the security camera project Additive Alternate #2, Cameras #1-#8, and Additive Alternate 2I to Surveillance Grid of Morgan Hill, CA for a lump sum of \$39,065.00.

BACKGROUND:

During initial discussion of the Measure A Bond, district site safety and security cameras were identified as a priority. The school sites need additional cameras to assist with the investigation of incidences of vandalism, discipline and intrusion.

INFORMATION:

Sealed bids were received on Tuesday, October 6, 2015 at the District Office. The District received five bids with a base bid and four alternates. The base bid includes the High School, Middle School and Forest Grove. The bid documents specified that the low bidder will be awarded the remaining of the bid alternates as funding came available. At the October 29, 2015 Board of Trustees Meeting only the base bid was approved and staff is seeking approval for the next phase of the project. The following is a breakdown of the base bids submitted:

| | |
|------------------------|----------------|
| Surveillance Grid | \$243,977.48 |
| EKC Enterprises, Inc. | \$248,800.00 |
| I Tech Solutions | \$250,000.00 |
| Walsh Electronics | \$256,642.00 * |
| Electronic Innovations | \$413,482.09 * |

See attached Bid Results Form.

* Submitted wrong bid form.

The apparent low bid was submitted by Surveillance Grid of Morgan Hill, CA, with a base bid amount of \$243,977. *Their Bid Proposal Form is attached.*

FISCAL IMPACT:

Funding is part of the Measure A Technology Bond.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:
SURVEILLANCE GRID INTEGRATION, INC. Contractor’s License #984043

| | | | |
|------------------------|-----------------------------------------|-------|------------|
| CONTRACTOR | SOCIAL SECURITY NUMBER OR BUSINESS ID # | | |
| 18434 Technology Drive | Morgan Hill | Ca | 95037-2822 |
| MAILING ADDRESS | CITY | STATE | ZIP |

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on or after August 24, 2018, and shall be completed on or before February 28, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Provide all services, materials, labor, supplies and equipment as per Bid Proposal form for the Security Camera Project at Community High School School, Additive Alternate #2. Includes Additive Alternate 2A-2IBid document attached and made a part hereof. Also known as Project #15-01CCTV-R1

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work 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. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Payment Schedule for Community High School not to exceed \$39,065.00

Source of Funds: Technology Bond Measure A

K. Payments will be made by the District to the Contractor as follows:

1) Monthly - in accordance with provision of services.

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 2018

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

BID PROPOSAL FORM

SECTION 004000R1

PAGE 1

GENERAL

Sealed bids will be received until Tuesday October 6th 2015, at Two PM O'clock, (2:00PM), at the office of the Pacific Grove Unified School District of the at the office of the Assistant Superintendent of Business, located at 435 Hillcrest Avenue, Pacific Grove, California 93950 USA.

The work is broken out and bid for each site as a standalone bid amount package, with the Middle School being the priority base bid, and all other sites being additive alternates to the project to establish all of the server equipment and networking connections for all sites. Funding will be applied in the priority as established by PGUSD, however the Middle Schools and High Schools are top priority for the "work" to be accomplished at each site for the implementation of the CCTV cameras. The District has set aside up to \$250,000.00 (Two Hundred Fifty Thousand Dollars) for the implementation of this work. Projects/sites will be awarded in the following priority up to the budget amount:

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

Lowest bid shall be calculated as follows: The lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation(bid), and added to, or subtracted from, the base contract, are less than, or equal to, the funding amount. **Lowest bidder shall be determined by the aggregate total of base bid pricing for Middle School, High School and Forest Grove School, and funded as the various amounts are applied from the allocated amount of \$250,000.00. The projects will be funded complete for each site funding permitting, to a single contractor.**

TO THE HONORABLE BOARD OF EDUCATION OF PACIFIC GROVE UNIFIED SCHOOL DISTRICT OF MONTEREY COUNTY.

In compliance with the advertisement calling for bids for the DISTRICT WIDE CCTV SECURITY SURVEILLANCE Project, for District wide CCTV Systems and connections at schools for Pacific Grove Unified School District of Monterey County in accordance with plans and specifications for the same prepared by The Trinity Group, Inc., and on file in the office of the Pacific Grove Unified School District, the undersigned hereby proposes and agrees to furnish all labor, materials, equipment, mechanical workmanship, transportation, services within the construction timeline for the construction and completion of said work, in strict accordance with said plans and specifications for the individual site project sums of:

the DISTRICT WIDE CCTV SECURITY CAMERA PROJECT,
Project # 15-01CCTV-R1

Bid Amount (Dollars)

BASE BID PROJECT

PACIFIC GROVE MIDDLE SCHOOL – STAND ALONE PROJECT BID

Pacific Grove Middle School Security Camera Surveillance project for the Pacific Grove Unified School District per plans and specifications as developed by The Trinity Group, Inc. – all work related to Pacific Grove Middle School

\$ 122,297.16

BASE BID PROJECT

PACIFIC GROVE HIGH SCHOOL – STAND ALONE PROJECT BID

Pacific Grove High School Security Camera Surveillance project for the Pacific Grove Unified School District per plans and specifications as developed by The Trinity Group, Inc. – all work related to Pacific Grove High School

\$ 84,011.55

BASE BID PROJECT

FOREST GROVE ELEMENTARY SCHOOL – STAND ALONE PROJECT BID

Forest Grove Elementary School Security Camera Surveillance project for the Pacific Grove Unified School District per plans and specifications as developed by The Trinity Group, Inc. – all work related to Forest Grove Elementary School

\$ 37,668.78

TOTAL BID AMOUNT OF “BASE BID PROJECTS” LISTED ABOVE. SITES WILL BE AWARDED ON MAXIMUM FUNDING AMOUNT OF \$250,000, WHICH MAY INCLUDE UP TO ALL THREE PROJECTS SHOULD FUNDING PERMIT. FUNDING WILL BE ALLOCATED IN THE ORDER OF MIDDLE SCHOOL, HIGH SCHOOL AND OTHER SITES AS FUNDING PERMITS. ADDITIVE ALTERNATES MAY OR MAY NOT BE FUNDED ACCORDING TO FUNDS ALLOCATION

\$ **243,977.48**

ADDITIVE ALTERNATE #1

ROBERT DOWN ELEMENTARY SCHOOL – STAND ALONE PROJECT BID

Robert Down Elementary School Security Camera Surveillance project for the Pacific Grove Unified School District per plans and specifications as developed by The Trinity Group, Inc. – all work related to Robert Down Elementary School

\$ 49,908.27

ADDITIVE ALTERNATE #2

PACIFIC GROVE COMMUNITY HIGH SCHOOL – STAND ALONE PROJECT BID

Pacific Grove Community High School Security Camera Surveillance project for the Pacific Grove Unified School District per plans and specifications as developed by The Trinity Group, Inc. – all work related to Pacific Grove Community High School

\$ 14,200

Community High School Additive Alternates

Camera #1 - Additive Alternate 2A

\$ 1950

Camera #2 - Additive Alternate 2B

\$ 1950

Camera #3 - Additive Alternate 2C

\$ 1950

Camera #4 - Additive Alternate 2D

\$ 1950

Camera #5 - Additive Alternate 2E

\$ 1950

Camera #6 - Additive Alternate 2F

\$ 1950

Camera #7 - Additive Alternate 2G

\$ 1950

Camera #8 - Additive Alternate 2H

\$ 1950

Additive Alternate “2I”

Additive Alternate consisting of **conduits and infrastructure** as indicated on plans for conduit extension and addition of IDF (oval note tag work on plans)

\$ 9265

ADDITIVE ALTERNATE #3

PACIFIC GROVE ADULT SCHOOL – STAND ALONE PROJECT BID

Pacific Grove Adult School Security Camera Surveillance project for the Pacific Grove Unified School District per plans and specifications as developed by The Trinity Group, Inc. – all work related to Pacific Grove Adult School

\$ 26,697.64

ADDITIVE ALTERNATE #4

PACIFIC GROVE DISTRICT OFFICE – STAND ALONE PROJECT BID

Pacific Grove District Office Security Camera Surveillance project for the Pacific Grove Unified School District per plans and specifications as developed by The Trinity Group, Inc. – all work related to Pacific District Office

\$ 15,529.13

A bid bond duly executed by the bidder as principal and a corporation authorized to do business in the State of California as surety, naming the Pacific Grove Unified School District of Monterey County as obligee, or cash or a cashier's check or certified check, certified without qualification, drawn on a solvent bank of the State of California, or on a national bank doing business in the State of California in the amount of ten per cent (10%) of the total bid, and made payable to the Pacific Grove Unified School District of Monterey County, is enclosed herewith, subject to all of the conditions stated in said advertisement and in said specifications.

The undersigned has inspected the site of the proposed work and has carefully examined the plans and specifications and acknowledges their sufficiency and has carefully examined the form of agreement which he/she will be required to sign should he/she be the successful bidder, and in that event will execute the contract for this work and will perform all of the terms, covenants, and conditions of said contract within the time and in the manner set forth in said plans and specifications, Information to Bidders, and General Conditions.

It is understood that this proposal is based upon completion of the work covered by the plans and specifications **not later than 120 calendar days from "Notice to Proceed"**.

Any printed matter on any letter or paper enclosed herewith is not to be considered a part of this bid and the undersigned agrees that such printed matter shall be entirely disregarded and notwithstanding such printed matter that the bid is a bid to perform the work or is a bid to furnish the labor and materials and all other things required by the plans and specifications, strictly within the specified time and in accordance with the plans and specifications. Fax bids are not acceptable.

The undersigned has inspected the site of the proposed work and has carefully examined the plans and specifications and acknowledges their sufficiency and has carefully examined the form of agreement which he/she will be required to sign should he/she be the successful bidder, and in that event will execute the contract for this work and will perform all of the terms, covenants, and conditions of said contract within the time and in the manner set forth in said plans and specifications, Information to Bidders, and General Conditions.

Listed hereunder is the name of each subcontractor and the location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work or improvement herein before described and the portion of said work which will be done by each such contractor, if the contract for the said construction work or improvement is awarded to the undersigned:

PORTION OF WORK

BID PROPOSAL FORM

Section 004000R1

| <u>NAME OF SUBCONTRACTOR</u> | <u>PLACE OF BUSINESS</u> | <u>TO BE PERFORMED</u> |
|------------------------------|------------------------------------------------------|------------------------------|
| 1. <u>PTSI</u> | <u>6111 South Front St. Ste B Livermore CA 94551</u> | <u>Fiber Build out</u> |
| 2. <u>Network focus Inc</u> | <u>555 Bryant St. #309 Palo Alto, CA 94301</u> | <u>IDF Planning Buildout</u> |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |
| 9. _____ | _____ | _____ |
| 10. _____ | _____ | _____ |

The undersigned is licensed by the Contractors State License Board of the State of California to perform the work herein before described and holds (current valid license attached):

State Contractors License No. 984043

Classification: C-10

License Expiration Date: 5-30-2017

The undersigned declares under penalty of perjury that the statements and representations made in this bid are true and correct.

Name of Bidder: Surveillance GRID Integration Inc.

Signature: [Handwritten Signature]

Address of Bidder: 18434 Technology Dr.

City: Woburn Hill State: CA. Zip: 95037

Phone Number (408) 504 - 3222 Fax Number (408) 528 - 9277

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID.

BIDDER ACKNOWLEDGES RECEIPT OF:

Addendum No. 1, Dated: 9/18/2015 Addendum No. 3, Dated: / /

Addendum No. 2, Dated: 10/1/2015 Addendum No. 4, Dated: / /

SUBJECT: Approval of Contract with Wonder Woofs K-9 Narcotic Search Unit

PERSON(S) RESPONSIBLE: Barbara Martinez, Director of School Safety

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract for services with Wonder Woofs K-9 Narcotic Unit to provide search and drug prevention services to the District.

BACKGROUND:

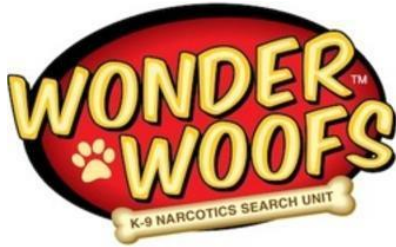
Pacific Grove Unified School District promotes a drug and alcohol free environment. In an effort to continue our proactive approach to the deterrence of drug use, and to maintain its place in our district comprehensive school plan, our schools would like to continue to utilize the services of Wonder Woofs K-9 Narcotic Search Unit for the 2018-2019 school year.

INFORMATION:

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

FISCAL IMPACT:

The fiscal impact for the 2018-2019 school year is \$3,000.00 from the district safety budget.



EIN 46-1833898
1261 Payette Circle, Hollister, CA 95023

Contract for Service Pacific Grove Unified School District 2018-2019 School Year

| SITE | REASON FOR VISIT | DATE |
|-------------------------|----------------------------------------------|--------------|
| District Safety Meeting | Substitute Safety Training | 8-01-2018 |
| PGHS | Site Search (Sunday?) | 9-09-2018 |
| | Parking Lot Search (During fall break?) | 10-19-2018 |
| | Site Search | 11-21-2018 |
| | Parking Lot Search (Sunday?) | 12-16-2018 |
| | Dance - Winter Ball | 1-26-2019 |
| | Dance - Sadie Hawkins | 3-22-2019 |
| | Dance - Prom | 5-18-2019 |
| | Disneyland (possible different trip here...) | ? |
| | Sober Grad | 5/31/19 |
| | | |
| PGMS | Site Search | 10-19-2018 |
| | Site Search | 5-12-2018 |
| | | |
| CHS | Site Search | 10-19-2018 |
| | Site Search | 3-16-2019 |
| | Class presentation (Career Pathway) | 3-16-2019 |
| | | |
| PGAE CO-OP | Class presentation (Pine am/pm) | 4/18,20/2019 |
| | Class presentation (Monarch am) | 4/18,20/2019 |
| | Class presentation (Lighthouse am/pm) | 4/18,20/2019 |

*Dates subject to change at any time, number of site visits remain consistent.

SUBJECT: Approval of Contract with San Mateo County Office of Education

PERSON(S) RESPONSIBLE: Barbara Martinez, Director of School Safety

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract for services with San Mateo County Office of Education to provide safe school training in BIG FIVE Emergency Response Guidelines to PGUSD Safety Teams.

BACKGROUND:

Pacific Grove Unified School District promotes a safe school environment. In an effort to continue our proactive approach to prepare and practice safe school protocols and maintain its place in our district's comprehensive school plans, our district would like to utilize the services of the San Mateo County Office of Education for safety training for the 2018-2019 school year.

INFORMATION:

Pacific Grove Unified School District has adopted THE BIG FIVE Emergency Safety Guidelines in 2015. Our goal is to continue to identify and address safety needs of our students and staff, to work with agencies to implement best practices in emergency response and mental health, and to support our district schools with a framework for safe school information-sharing while using a common language. THE BIG FIVE is a common emergency plan that ensures clear channels of communication with our schools, first responders, parents and community members should an emergency occur.

FISCAL IMPACT:

The fiscal impact for the 2018-2019 school year is \$2,000.00 from the district safety budget.

AGREEMENT BETWEEN SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
AND
Pacific Grove Unified School District

This Agreement is made and entered into by Pacific Grove Unified School District hereinafter referred to as PGUSD and the San Mateo County Superintendent of Schools, hereinafter referred to as SMCOE.

I. Purpose and Scope

The purpose of this Agreement is to clearly identify the roles and responsibilities of each party as they relate to the Big Five professional development training that SMCOE will provide.

Service Description: SMCOE agrees to send two trainers in the Big Five Emergency Response protocol to train school staff in the Pacific Grove Unified School District. The Big Five Trainers will provide a presentation on how to effectively implement the Big Five protocols.

II. Responsibilities Under this Agreement:

SMCOE shall:

1. Be available to meet and plan with PGUSD staff
2. Communicate expectations
3. Utilize evidence-based practices that provide for effective implementation

PGUSD shall:

1. Identify and reserve qualified staff to fulfill the responsibilities of this Agreement
2. Schedule qualified staff to attend the training

III. Contract Terms and Conditions

It is mutually understood and agreed by and between the parties that:

- A. The contract shall end by August 31, 2018
- B. Billable materials costs shall include: None
- C. The total contract cost shall not exceed \$2000.00
- D. PGUSD agrees to make and pay for hotel lodging for two trainers
- E. PGUSD agrees to pay SMCOE under the terms of this Agreement within 30 days of receipt of invoice.

IV. Conditions:

- A. Entire Agreement: This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Agreement may not be amended in any way except by a writing duly executed by both parties hereto.
- B. Governing Law: This Agreement, and any disputes arising out of this Agreement, shall for all purposes be deemed subject to the laws of the state of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

V. Effective Date and Signature

This Agreement shall be effective upon signature of the Pacific Grove Unified School District designee and SMCOE authorized official.

San Mateo County Superintendent of School

Signature of Authorized District Official

Handwritten:
New
7-13-18

Handwritten signature of Denise Porterfield
Denise Porterfield, Deputy Superintendent

Handwritten signature of authorized district official

Date 7/30/18

Date 7/19/18

SUBJECT: Approval of Contract for Service with Kate Gallaway, Math Specialist

PERSON(S) RESPONSIBLE: Ani Silva, Director of Curriculum & Special Projects

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract with Kate Gallaway, Math Specialist for the K-8 grades for 2018-2019.

BACKGROUND:

The adoption of the new California Math standards in 2010 radically changed how students learn and experience math. The new standards call for a student's conceptual understanding of math concepts in addition to procedural fluency and its application to real world scenarios to demonstrate mastery. The new standards call for a shift in everyday classroom experiences with the integration of the eight mathematical practices:

- Make sense of problems and persevere in solving them
- Reason abstractly and quantitatively
- Construct viable arguments and critique the reasoning of others
- Model with mathematics
- Use appropriate tools strategically
- Attend to precision
- Look for and make use of structure
- Look for and express regularity in repeated reasoning

Kate Gallaway is a highly effective math specialist with 20 years of experience working with teachers, administrators, students and parents ensuring that all students are successful in learning mathematics. In her roles as university professor and district math coach she is an innovator in providing research based tools to differentiate instruction. Kate was the math coach for Carmel Unified School district for 8 years and has worked with numerous other schools both locally and around the country. In addition she is the published author of four teacher resource books on differentiated instruction and leads teacher professional development around the country. This experience will enable Kate to be highly effective in supporting our district goals and needs in mathematics instruction. Kate will provide a variety of strategies to support teachers and strengthen math instruction. This may include model lessons demonstrating best practices such as small groups. Kate will also work with teachers on analyzing data and student work. In addition, she will provide both curriculum and Common Core support, specifically on the eight mathematical practices and assist with the elementary math adoption selection and pilot process for 2018-2019 school year.

INFORMATION:

In the 2017-2018 school years, Kate Gallaway supported PGUSD teachers at both the elementary and middle school level. Although Kate was successful in assisting teachers begin to develop instructional practices and enhance curriculum with additional resources to teach math concepts in multiple ways, work still continues as teachers delve into integrated the 8 mathematical practices as part of a daily practice for students. Classroom teachers and Intervention Specialists will need continued support as they analyze common formative assessment data and enhance professional practice to further support students with achievement gaps in math. This expenditure is also aligned to the District's Local Control Accountability Plan goal 2.

FISCAL IMPACT:

\$38,800

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**435 Hillcrest Avenue
Pacific Grove, CA 93950**

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and KATE GALLAWAY for services rendered as specified below.

1. Scope of Service:

To provide: Math Coaching for Pacific Grove Unified School District. This may include model lessons, curriculum support, Common Core support, differentiated math instruction, best practice instructional strategies (i.e. small groups), and supporting teachers in analyzing data.

2. Evaluation and/or expected outcome(s)(continue on attached page if needed):

Teachers will have additional support and guidance in the area of math, improving instruction and student learning.

3. Length of the Contract:

Service is to be provided on the following date(s): The 2018-19 school year.

4. Financial Consideration:

Consultant to be paid at the rate of:

\$60.00 per hour, 18 hours per week for 36 weeks for a total of 648 hours for a total of \$38,880.00.

School Funding Source: General Fund

Account Code: 01-0000-0-1152-2490-5800-00-000-2490-0001

Consultant: KATE GALLAWAY

Address: 3382 Lazzaro Drive Carmel, Ca 93923

Signed _____ Date _____

District Employee Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

Contracted work was assigned using District's normal employment recruitment process.

Contracted work was not assigned using District's normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

***Independent Consultant** must sign and submit a W-9 to District prior to providing service.

CONTRACT FOR SERVICES CRITERIA

DISTRICT/SITE ADMINISTRATOR – PLEASE CIRCLE CRITERIA THAT APPLY AND SIGN BELOW.

- (1) **THERE IS A SPECIFICALLY DOCUMENTED COST SAVINGS RELATIVE TO USING DISTRICT EMPLOYMENT. (THE DOCUMENTATION REQUIREMENTS ARE SPECIFIED AND MUST BE ATTACHED).**
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) ✓ The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

SUBJECT: San Jose State University Student Teacher Program

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

RECOMMENDATION:

The District Administration recommends the Board review and approve participating with San Jose State University Student Teacher Program in the effort to support new teachers entering the teaching profession.

INFORMATION/BACKGROUND:

The San Jose State University Student Teacher Program is a student/mentor teacher program between San Jose State University, the California Commission on Teacher Credentialing and participating school districts. This program allows SJSU student teachers to gain classroom teaching experience under the guide of an experienced classroom teacher. This agreement is for the **2018-2023** school years.

FISCAL IMPACT:

None

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the Center, noted below, hereinafter called the Center:

WITNESSETH

WHEREAS, The Center is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and to provide speech and language pathology experience through practice speech and language pathology to students enrolled in speech and language pathology training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the Center of an amount not to exceed the actual costs to the Center of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the Center under this agreement do not exceed the actual cost to the center of the services rendered by the Center, and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the Center to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher’s charge;

NOW THEREFORE, it is mutually agreed between the State and the Center as follows:

SPECIAL PROVISIONS

The State University and the Center are as follows:

| | |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| UNIVERSITY: San Jose State University One Washington Square San Jose, CA 95192-0071 | Center: Pacific Grove Unified School District 555 Sinex Avenue Pacific Grove, CA93950 |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

The TERM of the Agreement is **July 1, 2018 through June 30, 2023.**

The State shall pay Center for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit.

GENERAL TERMS

1. The Center shall provide to State University students teaching experience through practice teaching in schools and classes of the Center not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such school or classes of the Center, and under the direct supervision and instruction of such employees of the Center, as the Center and the State through their duty-authorized representatives may agree upon.

The Center may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the Center, and upon request of the Center, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the Center.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the Center holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the Center for the performance by the Center of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during the regular season.

3. An assignment of a student of the State University to practice teaching in schools or classes of the Center shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the Center shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the Center the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the Center shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the Center shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the Center after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the Center.

4. Within a reasonable time following the close of each semester or quarter of the State University, the Center shall submit an invoice, in duplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the Center under and in accordance with this agreement during said semester or quarter. The Center shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the Center certifying that the Center expended or became obligated to expend in providing such practice teaching in an amount not less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the Center any amount in excess of the total sum set forth in the Special Provisions.

HOLD HARMLESS CLAUSE

The Center and the State University will save harmless and indemnify the State and Center against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of Center's or State's performance of the terms of this Agreement.

INSURANCE

State and Center will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

Pursuant to the California State University (CSU) policy for contracting and procurement (Section 412.06), the University must ask for the following insurance information to be provided prior to issuance of an agreement, purchase order or student placement agreement/commitment which allows the work to be performed:

Contracts requiring insurance coverage shall contain the following provisions:

1. Center shall furnish to the University a Certificate of Insurance stating that there is liability insurance presently in effect for the agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

2. The Certificate of Insurance shall provide:
 - a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;

 - b. The State of California, the Trustees of the California State University System, San Jose State University, and the employees, officers, and agents of each of them, must be added by endorsement as Additional Insured, but only insofar as the operations under the agreement are concerned.

 - c. That the State, the Trustees, and the University, and the employees, officers and agents of each of them will not be responsible for any premiums or assessments on the policy.

3. The Center agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this contract/agreement, Center agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance will be provided evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to approval of the University, and Center agrees that no services shall be performed prior to the giving of such approval.

In the event that the Center fails to keep in effect at all time insurance

coverage as provided herein, the University may in addition to any other remedies it may have, terminate the contact/agreement upon occurrence of such event.

4. Workers Compensation and Employer’s Liability insurance coverage as required by California State Law shall be maintained by the Center and any subcontractor(s) through the completion of the service. It is agreed that the University will provide Workers’ Compensation coverage for students for the duration of this agreement.

The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, the University may require the Center to carry insurance with a higher limit.

STATE OF CALIFORNIA

CENTER

Trustees of the California State University

Pacific Grove Unified School District

BY: _____ Date: _____

BY: _____ Date: _____

TITLE: SJSU Contract Analyst

TITLE: _____

THIS SECTION IS OPTIONAL:

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the Center listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____.

“It was moved, seconded, and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the Center for practice teaching, be approved; and the _____ is hereby authorized to execute the same.”

BY _____
Clerk, Secretary (strike one) of the governing Board of The Center

SUBJECT: Monterey County Office Education Memorandum of Understanding for Educational Services – Professional Development

PERSON(S) RESPONSIBLE: Buck Roggeman, Principal Forest Grove Elementary

RECOMMENDATION:

The District Administration recommends the Board review and approve the Memorandum of Understanding for English Language Arts/English Language Development Assessment and coaching professional development, for the 2018-2019 school year.

BACKGROUND:

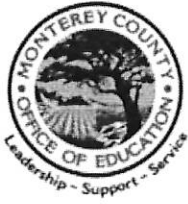
This professional development activity is in support of Forest Grove's plan to increase intervention services in the general education setting. This training will help teachers in grades TK-5 use the adopted English Language Arts curriculum to implement small group instruction designed to meet students' demonstrated needs. Our teachers have asked for support in this area, and this training is designed to provide that assistance.

INFORMATION:

MCOE provides resources not available within the district.

FISCAL IMPACT:

\$4,550 Site Funds.



Monterey County Office of Education
Memorandum of Understanding
Educational Services
2018-2019

1. **GENERAL:** This Memorandum of Understanding (MOU) is between the Monterey County Office of Education (MCOE) and the Forest Grove Elementary/PGUSD (DISTRICT). The term of this MOU commences on August 28, 2018 and terminates on November 16, 2018.

2. **SERVICES:**

a. MCOE agrees to provide the following services to the DISTRICT:

| | |
|----------------------------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Language and Literacy (ELA/ELD) | <input type="checkbox"/> Mathematics |
| <input type="checkbox"/> Science | <input type="checkbox"/> Positive School Culture |
| <input type="checkbox"/> LCFF/LCAP | <input type="checkbox"/> Educational Technology |
| <input type="checkbox"/> Leadership | <input checked="" type="checkbox"/> Coaching |
| <input type="checkbox"/> Parent Education | <input type="checkbox"/> Technical Assistance |
| <input checked="" type="checkbox"/> Assessment | <input type="checkbox"/> Other |

b. Description of Services:

MCOE (Educational Services) Language and Literacy Elementary Specialist, Edi Porter, will facilitate Early literacy professional learning, including instructional coaching, for/at Forest Grove Elementary School in Pacific Grove Unified Elementary School District with K-5th grade teachers beginning on Tuesday, August 28, 2018 and ending by Friday, November 16, 2018 (3-full days and 1 half-day).

LCAP Priority 2: Implementation of Standards and Priority 4: Pupil Achievement.

3. **RESPONSIBILITY OF THE PARTIES:**

a. MCOE agrees to the following:

Planning: Planning meeting session with principal and district personnel (6.5.2018)

Service Delivery: Delivered at Forest Grove Elementary School with resources

Follow-up: Support and collaboration

b. DISTRICT agrees to the following:

Facilities & Technology: Provide reasonable accommodations for hosting the presentation with adequate room space, seating arrangements, and technical support.

Resources & Supplies:

Attendance: Provide MCOE with the total number of participants at least one (1) week before the training

4. **PAYMENT:**

a. **Districts/Schools:** DISTRICT shall pay MCOE in consideration of such services a total fee not to exceed \$ 4,550.00.

- b. **Direct Service Districts:** DISTRICT will apply and deduct all Direct Service funds available to DISTRICT. See attached worksheet.
 - c. **Transfer of funds:** Payment will be made in the form of a fund transfer after the work has been completed. The total sum to be transferred under this agreement shall be paid by December 30, 2018.
5. **INDEMNIFICATION:** DISTRICT shall hold MCOE, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of MCOE, its officers, agents or employees taken under this Agreement.
 6. **TERMINATION:** This Agreement is subject to termination upon thirty (30) days written notice. In the event of early termination by DISTRICT, DISTRICT shall pay MCOE for all actual costs incurred through the effective date of termination.
 7. **GOVERNING LAW:** The terms and conditions of the Agreement shall be governed by the laws of the State of California conducted in Monterey County, California.
 8. **MODIFICATION OR ASSIGNMENT:**
This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by MCOE and authorized representatives of the parties involved.

MONTEREY COUNTY OFFICE OF EDUCATION (MCOE)

SCHOOL DISTRICT (DISTRICT)

By: _____
Signature

By: 
Signature

Garry Bousum
Typed Name

RALPH PORRAS
Typed Name

Associate Superintendent
Title

SUPERINTENDENT
Title

December 30, 2018
Date

7-24-18
Date

EDUCATIONAL SERVICES (MCOE)

By: _____
Signature

Caryn Lewis, Assistant Superintendent
Title

SUBJECT: Approval of Contract for Service with Ruben Parra, Bus Driver Trainer

PERSON(S) RESPONSIBLE: Matt Kelly, Director Maintenance, Operations, Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve execution of the contract for services agreement between Pacific Grove Unified School District and Ruben Parra.

BACKGROUND:

The district provides on-going instruction and training for school bus drivers. Mr. Parra provides these professional services for our employees.

INFORMATION:

Ruben Parra will provide instruction and training in the safe operation of school buses to our district school bus drivers for the 2018-2019 school year.

FISCAL IMPACT:

The amount of the Contract is \$6,000 and will be funded from the Transportation budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue
Pacific Grove, CA 93950
CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and
Ruben Parra for services rendered as specified below.

1. **Scope of Service:**

To provide: Bus Driver In-Service, behind the wheel training, and documentation as required by the chp and Dept of Ed.

2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):

Training for school bus drivers as required every year by law.

3. **Length of the Contract:**

Service is to be provided on the following date(s):

July 1, 2018 to June 30, 2019

4. **Financial Consideration:**

Consultant to be paid at the rate of:

\$75.00 per hour NOT TO EXCEED \$6,000.00 (\$ per hr/day/other)

for _____ (hours/days/other)

School Funding Source: TRANSPORTATION

Account Code: 01-0000-0-0000-3600-5800-00-000-7900-0720

Consultant Ruben Parra

Address P.O. Box 6478, Salinas, CA 93912

Signed [Signature] Date 7/30/18

District Employee Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

Contracted work was assigned using District's normal employment recruitment process.

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed [Signature] Date 8/6/18
Director of Human Resources

Signed [Signature] Date 8/7/18
Assistant Superintendent

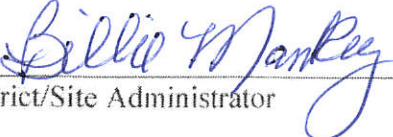
ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

*Independent Consultant must sign and submit a W-9 to District prior to providing service.

Contract for Services Criteria

District/Site Administrator – Please circle criteria that apply and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.


 District/Site Administrator

8/6/18
 Date

Ref: Contract for Services Criteria

Revised 02/15

SUBJECT: Music Therapy for Special Day Classes

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve a contract for Music Therapy to be provided to the three Special Day Classes for students with mild to moderate disabilities located at Forest Grove Elementary School.

BACKGROUND:

Music Therapy was added to the California Code of Regulations, Title 5, in May 2014. Specifically, Article 5, Section 3051.21 defines music therapy and clarified personnel qualifications. Music Therapy is one of many related services which may be required to assist students with disabilities to benefit from special education. A Music Therapist must possess a Board Certified credential from the Certification Board for Music Therapists (CBMT).

INFORMATION:

Students enrolled in the special day classes for students with mild to moderate disabilities will receive enrichment and educational benefit from the provision of Music Therapy as an integrated component of their specialized program. We believe that the provision of Music Therapy will greatly improve the language, social, emotional and behavioral needs of the students and enhance progress towards their IEP goals.

FISCAL IMPACT:

3 classes weekly for 34 weeks \$7,300

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving no potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and Darcy Smith, MA, MT-BC, NMT for services rendered as specified below.

1. **Scope of Service:**

Qualified Music Therapist will provide in class music therapy enrichment, adaptive music supplies and instruments, and integrated consultation to staff, in the PGUSD Special Day Classes for students with mild to moderate disabilities located at Forest Grove Elementary School.

2. **Expected outcome(s)**

Students will have access to Music Therapy as a research based methodology to enhance progress towards language, social-emotional, behavioral and emotional IEP goals. Consultation will be provided to staff on voice modulation and the integration of Music throughout the school day to support language acquisition, behavior and emotional regulation and social interactions.

3. **Dates of Service:**

August 2018-May 2019

3 SDC classes weekly for 34 weeks

4. **Financial Arrangements:**

34 weeks serving 3 SDC classrooms, consultation, music therapy adapted instruments and materials

Total projection \$7,300

Funding Source-01-6512-0-5001-3140-5800-00-000-1546-0740

Restricted State Mental Health funds only to be used for students on IEPs

Consultant: IsoRhythms Music Therapy

Address: 220 Country Club Gate Center, Suite #7, Pacific Grove, CA 93950

Signed _____ Date _____

District Employee

Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

Contracted work was assigned using District’s normal employment recruitment process.

Contracted work was not assigned using District’s normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

***Independent Consultant** must sign and submit a W-9 to District prior to providing service.

Contract for Services Criteria

District/Site Administrator – Please circle criteria that applies and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

SUBJECT: Contract for Services with David Sonderegger, E-Rate Filing Services

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the Contract for Service with David Sonderegger, E-Rate Filing Services.

BACKGROUND:

David Sonderegger continues to provide assistance with the E-Rate filing process as in past years.

INFORMATION:

Budget: The amount of this contract is a “not exceed budget” of \$3,000. It is possible that the full amount will not be needed, depending on District and USAC requirements. Last year Consultant only invoiced for \$2,000 of the \$3,000 budget, which included research on a potential filing for equipment.

Scope of Service: The scope of service includes ensuring that 2018-2019 approved discounts in the amount of \$8,500 is captured; assisting with updating enrollment data and filing for funding for the MCOE-provided Internet Service for 2019-2020; and assisting with any AT&T billing questions.

Additional Information: This budget does not include filing for Category Two equipment for 2019-2020. If there is an interest in that process a separate quote and budget will be prepared at that time.

FISCAL IMPACT:

The obvious and immediate benefit is \$8,500 in E-Rate discounts for the 2018-2019 fiscal year.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving no potential for liability exposure for District)
This contract is an agreement between the Pacific Grove Unified School District and David Sonderegger for services rendered as specified below.

1. **Scope of Service:**
Assist with e-Rate filing, CTF and general telecom management as needed to optimize the value of expenditures and funding programs. Explore and discuss potential Category 2 application for equipment for 2019-2020. (Note: Category 2 application would require additional hours.)
2. **Evaluation and/or expected outcome(s):**
\$8,250 in E-Rate funding for Internet Access Service for 2018-2019. Amount for 2020-2021 depends on student enrollment data.
3. **Length of the Contract:**
Service is to be provided on the following date(s):
Hourly as needed through 6/30/19.
4. **Financial Consideration:**
Consultant is to be paid at the rate of \$125 per hour for up to 24 hours. Additional hours, if needed, will require District approval in advance. School Funding Source: General Fund.

Consultant: David Sonderegger Email: dwsonde@comcast.net

Address 19135 Garden Valley Way, Salinas, CA 93908 Phone (831) 261-8197

Signed David Sonderegger Date 7/11/2018
X Independent Consultant

Signed _____ Date _____
Site/Program Administrator – (Check appropriate box below)

Contracted work was assigned using District's normal employment recruitment process.

Contracted work was not assigned using District's normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed Billie Mankley Date 7/12/18
Director of Human Resources

Signed [Signature] Date 7/13/18
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

*Independent Consultant must sign and submit a W-9 to District prior to providing service.

Revised 06/12

SUBJECT: Adopt Resolution No. 1015 Designating Authorized Agents to Sign School Orders

PERSON RESPONSIBLE: Ralph Gómez Porras, Superintendent;
Song Chin-Bendib, Assistant Superintendent

RECOMMENDATION:

The Administration recommends that the Board of Education adopt Resolution No. 1015 designating authorized agents to sign school orders.

BACKGROUND:

Each year, the Board must authorize the signatures needed to sign orders and draw on funds in the name of the District.

INFORMATION:

The attached Resolution will authorize Superintendent Ralph Gomez Porras and Assistant Superintendent Song Chin Bendib to be empowered to sign all orders in the name of the District and to draw on funds of the District. The approval will enable the District to continue its normal business functions. The requested authority is noted in the job descriptions of the Superintendent and the Assistant Superintendent.

FISCAL IMPACT:

None.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION No. 1015

Resolution Designating Authorized Agent to Sign School Orders

The Board of Education of the Pacific Grove Unified School District, Monterey County
ON MOTION of member, _____, seconded by member _____, effective August 23, 2018.

IT IS RESOLVED AND ORDERED by the Governing Board that, pursuant to provisions
of Education Code Section 42632,

Ralph Gómez Porras, Superintendent, and Song Chin-Bendib, Assistant Superintendent,
be authorized and are hereby empowered to sign any and all orders in the name of said District, drawn on
the funds of said District.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and
deletions shall be submitted in writing to the County Office of Education.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School
District this 23rd day of August 2018 by the following vote:

AYES:

NOES:

ABSENT:

I, Ralph Gómez Porras, Secretary of the Governing Board, do hereby certify that the
foregoing is a full, true, and correct copy of Resolution 1015 duly passed and adopted by said Board at a
regularly called and conducted meeting held on said date.

Ralph Gómez Porras, Secretary of the Governing Board

Signatures of authorized persons:

Ralph Gómez Porras, Superintendent

Song Chin-Bendib, Assistant Superintendent

SUBJECT: Adopt Resolution No. 1016 Designating Authorized Agents to Sign School Orders

PERSON RESPONSIBLE: Ralph Gómez Porras, Superintendent;
Song Chin-Bendib, Assistant Superintendent

RECOMMENDATION:

The Administration recommends that the Board of Education adopt Resolution No. 1016 designating authorized agents to sign school orders for Bank of America accounts.

BACKGROUND:

Each year, the Board must authorize the signatures needed to sign orders and draw on funds in the name of the District at Bank of America.

INFORMATION:

The attached Resolution will authorize Superintendent Ralph Gomez Porras and Assistant Superintendent Song Chin-Bendib to be empowered sign all orders in the name of the District and to draw on funds of the District at Bank of America. The approval will enable the District to continue its normal business functions. The requested authority is noted in the job descriptions of the Superintendent and the Assistant Superintendent.

FISCAL IMPACT:

None.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION No. 1016

Resolution Designating Authorized Agent to Sign School Orders

The Board of Education of the Pacific Grove Unified School District, Monterey County
ON MOTION of member, _____, seconded by member _____, effective August 23, 2018.

IT IS RESOLVED AND ORDERED by the Governing Board that, pursuant to provisions
of Education Code Section 42632,

Ralph Gómez Porras, Superintendent, and Song Chin-Bendib, Assistant Superintendent,
be authorized and are hereby empowered to sign any and all orders in the name of said District, drawn on
the funds of said District at Bank of America.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and
deletions shall be submitted in writing to the County Office of Education.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School
District this 23rd day of August 2018 by the following vote:

AYES:

NOES:

ABSENT:

I, Ralph Gómez Porras, Secretary of the Governing Board, do hereby certify that the
foregoing is a full, true, and correct copy of Resolution 1016 duly passed and adopted by said Board at a
regularly called and conducted meeting held on said date.

Ralph Gómez Porras, Secretary of the Governing Board

Signatures of authorized persons:

Ralph Gómez Porras, Superintendent

Song Chin-Bendib, Assistant Superintendent

SUBJECT: Approval of Resolution #1017 Authorizing State Preschool Contract

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve this Resolution which will allow the District to continue to offer the State Preschool Program for the 2018-19 school year, subject to ongoing review to verify that program expenses are within the amount as approved by the Board.

BACKGROUND:

Given that the State Preschool funding is not sufficient to fully support the program, and that staff can continue to monitor the program budget, the District Administration asks the Board for direction on either, 1) continue subsidy from the Before and After School Recreation Program (BASRP) or 2) reduce program operations to fit within the State Preschool budget at \$113,335 for 2018-19.

For several 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.

The funding from the State for the preschool program has not been and will not be sufficient to fully support the program. There has been a contribution of funds from BASRP in the past to help pay for operations in the State Preschool Program. In 2017-18, the contribution was \$38,951 from BASRP for a total program budget of \$134,402; \$95,451 was from the State Preschool grant. For 2018-19, the estimated contribution at this point is \$11,074, subject to final reconciliation of staffing costs.

INFORMATION:

The proposed contract will allow the District to offer a program to a maximum of 14.49 equivalent students for 180 days, with a reimbursable amount of \$43.44 per student, per day.

FISCAL IMPACT:

The Maximum Reimbursable Amount (MRA) is \$113,335 in state funding into Fund 12. Depending on the Board's direction to supporting the State Preschool program, the overall fiscal impact could vary.

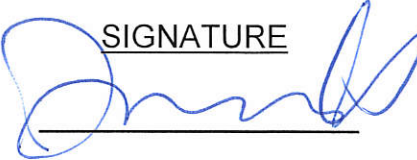
RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

RESOLUTION

BE IT RESOLVED that the Governing Board of Pacific Grove Unified School District

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| <u>NAME</u> | <u>TITLE</u> | <u>SIGNATURE</u> |
|-------------------------|---------------------------------|--------------------------------------------------------------------------------------|
| <u>Song Chin-Bendib</u> | <u>Assistant Superintendent</u> |  |
| <u>Ralph Porras</u> | <u>Superintendent</u> | _____ |
| _____ | _____ | _____ |

PASSED AND ADOPTED THIS 23 day of August 2018, by the
Governing Board of Pacific Grove Unified School District
of Monterey County, in the State of California.

I, Brian Swanson, Clerk of the Governing Board of Pacific Grove Unified School District, of Monterey, 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 the August 23, 2018 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)



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2018

CONTRACT NUMBER: CSPP-8315

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 27-6613-00-8

CONTRACTOR'S NAME: PACIFIC GROVE UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$43.44 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$113,335.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 2,609.0
 Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

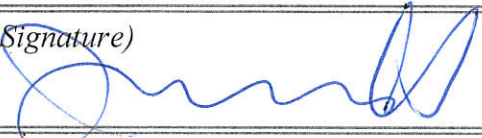
Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------|-----------------|-----------------------------------------|--|
| STATE OF CALIFORNIA | | CONTRACTOR | | | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | |
| PRINTED NAME OF PERSON SIGNING Jaymi Brown, | | PRINTED NAME AND TITLE OF PERSON SIGNING SONG CHIN BENDIB - Asst. Supt. | | | |
| TITLE Contract Manager | | ADDRESS 435 Hillcrest Ave Pacific Grove CA 93950 | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 113,335 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE General | | Department of General Services use only | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) 0656 23038-6613 | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 113,335 | ITEM 30.10.010. 6100-196-0001 | CHAPTER B/A | STATUTE 2018 | FISCAL YEAR 2018-2019 | |
| OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | T.B.A. NO. | B.R. NO. | | |
| SIGNATURE OF ACCOUNTING OFFICER PGUSD | | DATE Regular Meeting of August 23, 2018 | | | |

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> Pacific Grove Unified School District | | <i>Federal ID Number</i> 58-1908280 |
| <i>By (Authorized Signature)</i>  | | |
| <i>Printed Name and Title of Person Signing</i> Song Chin-Bendib, Assistant Superintendent | | |
| <i>Date Executed</i> 8/23/18 | <i>Executed in the County of</i> Monterey | |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and, 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

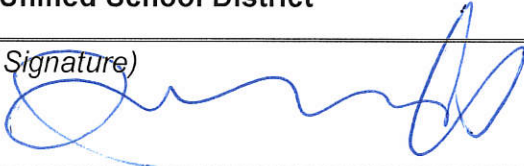
Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. | <i>Federal ID Number</i> 58-1908280 |
| <i>Proposer/Bidder Firm Name (Printed)</i> Pacific Grove Unified School District | |
| <i>By (Authorized Signature)</i>  | |
| <i>Printed Name and Title of Person Signing</i> Song Chin-Bendib, Assistant Superintendent | |
| <i>Date Executed</i> 8/23/18 | <i>Executed in the County and State of</i> Monterey |

SUBJECT: Pacific Grove Middle School Campus Monitor

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resource
 Sean Roach, Pacific Grove Middle School Principal
 Jason Tovani, Pacific Grove Middle School Assistant Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Pacific Grove Middle School Campus Supervisor position.

BACKGROUND:

In Spring of 2018, the Board approved the temporary placement of a Campus Supervisor at Pacific Grove Middle School. The position was flown on March 30th, and the new hire was placed on May 9th. This position was created in order to enhance school safety in light of community concerns. Primary responsibilities include: patrol and supervise assigned school campus areas, including hallways, playgrounds, classrooms, campus perimeter, restrooms, parking lots and eating areas to ensure a safe and orderly environment on the school campus and to assist in the enforcement of school rules.

This position was filled for the final three (+) weeks of the 17-18 school year, which did not allow the employee to know and be known by the student body to the degree believed to be most effective in this role. Ideally, this employee is closely connected to the students, and can use knowledge of/from students to infer potential safety risks.

Still, there were noticeable improvements in overall supervision and discipline processes. Primarily, the Campus Supervisor was an extra set of eyes at break, lunch, before and after school, and in the hallways. This allowed Administration to move less predictably around campus at those times, allowing for increased contact with teachers at critical times, like during SST meetings before school, PLC and staff meetings after school, and between classes. Previously, these were times that administration served as the primary supervision, and could not be available for such meetings.

Pacific Grove Middle School asks that this position be reassigned, under the assumption that with the additional time provided by hiring at the beginning of the school year, the position can have much more impact in enhancing school safety at PGMS.

FISCAL IMPACT:

Campus Supervisor, 30 hours per week, wages and benefits annual cost approximately \$43,000

SUBJECT: Board Calendar/Future Meetings

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar, 2018-19 School Year

| | | |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Aug. 23 | Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School dates ✓ Property tax report ✓ 2018-2019 Consolidated Application ✓ Set date for Annual Organizational meeting ✓ Facilities Project Updates | District Office |
| Sept. 6 | Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1 | Forest Grove (School Site Visit) |
| Sept. 20 | Regular Board Meeting ✓ Board Goals – review/revise ✓ Williams Uniform Complaint Report ✓ Facilities Project Updates | Robert Down (School Site Visit) |
| Sept. 27 <i>*if needed</i> | Special Board Meeting ✓ <i>Board Goals – review/revise</i> ✓ <i>Local Control Accountability Plan Review</i> ✓ <i>Strategic Plan - review/revise</i> | <i>District Office</i> |
| Oct. 4 | Regular Board Meeting ✓ Strategic Plan ✓ Superintendent’s Goals ✓ Bus Ridership ✓ District Safety Update | District Office |
| Oct. 25 | Regular Board Meeting ✓ Facilities Project Updates | Middle School (School Site Visit) |
| Nov. 1 | Regular Board Meeting ✓ Intent form due (to serve as Board President or Vice President) ✓ PGHS Course Bulletin Information/Discussion ✓ Review of enrollment, class size and teacher ratios | High School (School Site Visit) |
| Nov. 15 | Regular Board Meeting ✓ District Math Update ✓ Review of Special Education Contracts ✓ Facilities Project Updates | District Office |
| Dec. 13 | Organizational Meeting ✓ Election of 2018-2019 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #2 ✓ Facilities Project Updates ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report | District Office |

SUBJECT: Pacific Grove Unified School District Safety Update

PERSON(S) RESPONSIBLE: Barbara Martinez, Director of School Safety

RECOMMENDATION:

The District Administration recommends that the Board review and be informed of Pacific Grove Unified School District activities and protocols related to school safety.

INFORMATION:

Emergency Response Safety Training: BIG FIVE

District Safety Teams

Substitute Teacher BIG FIVE Training

Site Safety Supplies

Lock Bloks

Site Safety Plans

Updated by site administration

Mental Health Resources

Great American Shake Out October 11 (District Wide Earthquake Drill)

FISCAL IMPACT:

None.

SUBJECT: Review of Prior Year Property Tax Revenue

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

RECOMMENDATION:

The District Administration recommends that the Board review the attached information regarding receipts of Property Tax Revenue for the 2017-18 fiscal year.

BACKGROUND:

Property tax revenues are received throughout the year, with the largest portions being posted in the months of December (about 55%) and April (about 31%). The remaining 14% of property taxes are received in various amounts throughout the year.

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. However, in 2008-09 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 has shown an average increase of 4.09% per year since then.

INFORMATION:

Two main points regarding Property Taxes:

- 1) Did Property Taxes increase compared to the prior year?
The good news is that property tax revenues were \$24,945,648, which is an **increase of \$1,403,586** (up 5.96%) when compared to the prior year, 2016-17. This is the seventh year in a row that property taxes have shown an increase.
- 2) Did Property Taxes meet budgeted expectations?
Actual property tax receipts were **\$358,926 higher** than the original (Adopted Budget) budgeted amount of \$24,586,722. The original budget included a 5.00% increase, and the actual increase was 5.96%.

Please see the attached spreadsheets which show a history of Property Tax receipts, as well as year-end projections for the current year, 2018-19. The Board approved a 6.97% increase in property taxes in 2018-19.

FISCAL IMPACT:

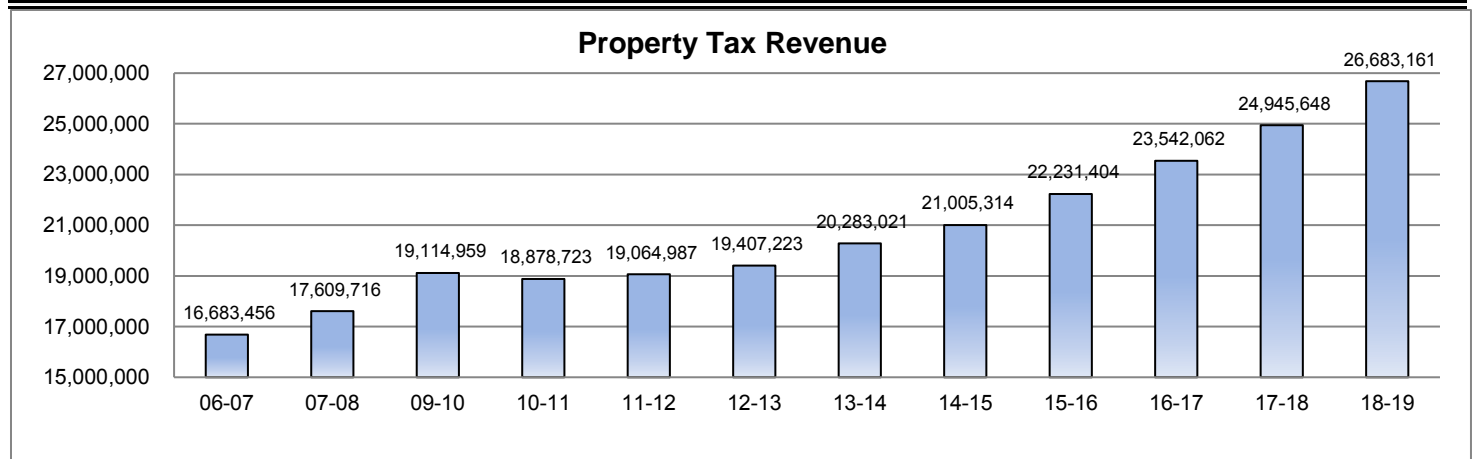
There was an increase of \$358,926 in property tax revenues over the 2017-18 Adopted Budget. This report is for review purposes only.

Pacific Grove Unified School District

Property Tax Revenue

6.97%

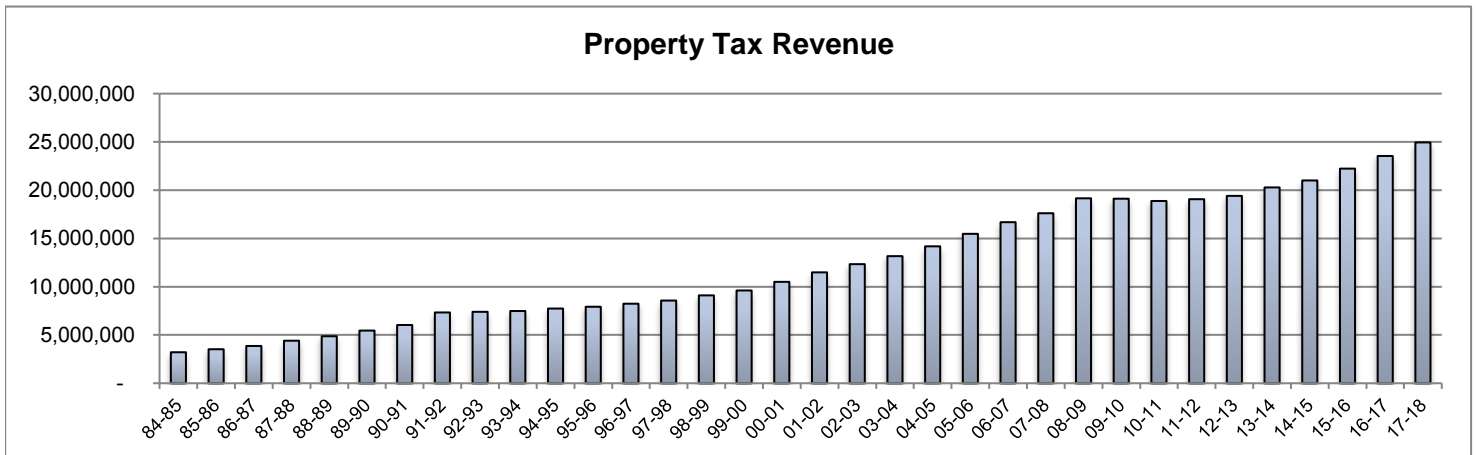
| | 2011-12 actual | 2012-13 actual | 2013-14 actual | 2014-15 actual | 2015-16 actual | 2016-17 actual | 2017-18 actual | 2018-19 estimate |
|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| July | 122,225 | - | - | - | - | - | - | - |
| Year-to-Date | 122,225 | - | - | - | - | - | - | - |
| August | | - | - | - | - | - | - | - |
| Year-to-Date | 122,225 | - | - | - | - | - | - | - |
| September | 186,941 | 31,323 | 73,572 | 68,361 | 75,436 | 49,319 | 56,920 | 60,885 |
| Year-to-Date | 309,167 | 31,323 | 73,572 | 68,361 | 75,436 | 49,319 | 56,920 | 60,885 |
| October | | 94,193 | - | - | 768,510 | 792,168 | 818,005 | 874,981 |
| Year-to-Date | 309,167 | 125,516 | 73,572 | 68,361 | 843,946 | 841,486 | 874,925 | 935,865 |
| November | 87,757 | 779,423 | 759,221 | 48,234 | 49,334 | 42,682 | 46,407 | 49,639 |
| Year-to-Date | 396,924 | 904,939 | 832,793 | 116,595 | 893,280 | 884,168 | 921,332 | 985,505 |
| December | 10,298,015 | 10,054,597 | 10,552,240 | 11,957,966 | 11,634,319 | 12,688,993 | 13,648,659 | 14,599,314 |
| Year-to-Date | 10,694,939 | 10,959,537 | 11,385,033 | 12,074,561 | 12,527,599 | 13,573,161 | 14,569,991 | 15,584,819 |
| percent change | -0.08% | 2.47% | 3.88% | 6.06% | 3.75% | 8.35% | 7.34% | 6.97% |
| January | 235,324 | 162,549 | 350,363 | 209,642 | 527,542 | 307,376 | 755,156 | 807,755 |
| Year-to-Date | 10,930,263 | 11,122,086 | 11,735,396 | 12,284,203 | 13,055,141 | 13,880,538 | 15,325,147 | 16,392,573 |
| percent change | -0.77% | 1.75% | 5.51% | 4.68% | 6.28% | 6.32% | 10.41% | 6.97% |
| February | 445,020 | 492,852 | 512,416 | 532,513 | 555,779 | 601,451 | 1,459,505 | 1,561,162 |
| Year-to-Date | 11,375,283 | 11,614,938 | 12,247,812 | 12,816,716 | 13,610,920 | 14,481,989 | 16,784,652 | 17,953,736 |
| percent change | -0.30% | 2.11% | 5.45% | 4.64% | 6.20% | 6.40% | 15.90% | 6.97% |
| March | 404,979 | 375,214 | 409,741 | 414,021 | 519,125 | 502,464 | 5,135 | 5,493 |
| Year-to-Date | 11,780,263 | 11,990,152 | 12,657,553 | 13,230,737 | 14,130,045 | 14,984,452 | 16,789,787 | 17,959,229 |
| percent change | 0.42% | 1.78% | 5.57% | 4.53% | 6.80% | 6.05% | 12.05% | 6.97% |
| April | 6,686,251 | 6,941,147 | 7,152,350 | 7,278,329 | 7,632,400 | 8,041,076 | 7,665,157 | 8,199,051 |
| Year-to-Date | 18,466,514 | 18,931,299 | 19,809,903 | 20,509,066 | 21,762,445 | 23,025,529 | 24,454,944 | 26,158,279 |
| percent change | 0.28% | 2.52% | 4.64% | 3.53% | 6.11% | 5.80% | 6.21% | 6.97% |
| May | 203,386 | 219,514 | 253,210 | 77,114 | 58,025 | 83,677 | 72,178 | 77,205 |
| Year-to-Date | 18,669,900 | 19,150,812 | 20,063,112 | 20,586,180 | 21,820,470 | 23,109,205 | 24,527,122 | 26,235,485 |
| percent change | 0.00% | 2.58% | 4.76% | 2.61% | 6.00% | 5.91% | 6.14% | 6.97% |
| June | 395,087 | 256,411 | 219,909 | 419,134 | 410,934 | 432,856 | 418,526 | 447,677 |
| Year-to-Date | 19,064,987 | 19,407,223 | 20,283,021 | 21,005,314 | 22,231,404 | 23,542,062 | 24,945,648 | 26,683,161 |
| percent change | 0.99% | 1.80% | 4.51% | 3.56% | 5.84% | 5.90% | 5.96% | 6.97% |
| Total | 19,064,987 | 19,407,223 | 20,283,021 | 21,005,314 | 22,231,404 | 23,542,062 | 24,945,648 | 26,683,161 |
| Inc (Dec) | 186,264 | 342,236 | 875,798 | 722,293 | 1,226,089 | 1,310,658 | 1,403,586 | 1,737,513 |
| percent change | 0.99% | 1.80% | 4.51% | 3.56% | 5.84% | 5.90% | 5.96% | 6.97% |



Pacific Grove Unified School District

Property Tax History

| Year | December | | | April | | | Final | | | Dec/Jun | Apr/Jun |
|----------------|------------------|-----------|-------|------------|-----------|-------|-------------------|-----------|-------|--------------|--------------|
| | Tax | Inc (Dec) | % | Tax | Inc (Dec) | % | Tax | Inc (Dec) | % | | |
| 84-85 | | | | | | | 3,210,800 | | | | |
| 85-86 | | | | | | | 3,523,000 | 312,200 | 9.7% | | |
| 86-87 | | | | | | | 3,860,500 | 337,500 | 9.6% | | |
| 87-88 | | | | | | | 4,406,000 | 545,500 | 14.1% | | |
| 88-89 | | | | | | | 4,869,400 | 463,400 | 10.5% | | |
| 89-90 | | | | | | | 5,457,000 | 587,600 | 12.1% | | |
| 90-91 | | | | | | | 6,034,000 | 577,000 | 10.6% | | |
| 91-92 | Basic Aid | | | | | | 7,331,761 | 1,297,761 | 21.5% | | |
| 92-93 | | | | | | | 7,399,872 | 68,111 | 0.9% | | |
| 93-94 | | | | | | | 7,482,522 | 82,650 | 1.1% | | |
| 94-95 | | | | | | | 7,737,330 | 254,808 | 3.4% | | |
| 95-96 | | | | | | | 7,923,391 | 186,061 | 2.4% | | |
| 96-97 | | | | | | | 8,239,086 | 315,695 | 4.0% | | |
| 97-98 | | | | | | | 8,565,798 | 326,712 | 4.0% | | |
| 98-99 | | | | | | | 9,101,506 | 535,708 | 6.3% | | |
| 99-00 | | | | | | | 9,610,100 | 508,594 | 5.6% | | |
| 00-01 | | | | | | | 10,502,617 | 892,517 | 9.3% | | |
| 01-02 | | | | | | | 11,485,691 | 983,074 | 9.4% | | |
| 02-03 | | | | | | | 12,335,985 | 850,294 | 7.4% | | |
| 03-04 | | | | | | | 13,164,922 | 828,937 | 6.7% | | |
| 04-05 | | | | | | | 14,182,257 | 1,017,335 | 7.7% | | |
| 05-06 | | | | | | | 15,476,998 | 1,294,741 | 9.1% | | |
| 06-07 | 9,371,209 | | | 16,397,261 | | | 16,683,456 | 1,206,458 | 7.8% | 56.2% | 98.3% |
| 07-08 | 9,632,175 | 260,966 | 2.8% | 17,221,319 | 824,058 | 5.0% | 17,609,716 | 926,260 | 5.6% | 54.7% | 97.8% |
| 08-09 | 10,701,909 | 1,069,734 | 11.1% | 18,701,131 | 1,479,812 | 8.6% | 19,157,064 | 1,547,348 | 8.8% | 55.9% | 97.6% |
| 09-10 | 10,574,851 | (127,058) | -1.2% | 18,607,024 | (94,107) | -0.5% | 19,114,959 | (42,105) | -0.2% | 55.3% | 97.3% |
| 10-11 | 10,703,836 | 128,985 | 1.2% | 18,414,267 | (192,757) | -1.0% | 18,878,723 | (236,236) | -1.2% | 56.7% | 97.5% |
| 11-12 | 10,694,939 | (8,897) | -0.1% | 18,466,514 | 52,247 | 0.3% | 19,064,987 | 186,264 | 1.0% | 56.1% | 96.9% |
| 12-13 | 10,959,537 | 264,598 | 2.5% | 18,931,299 | 464,785 | 2.5% | 19,407,223 | 342,236 | 1.8% | 56.5% | 97.5% |
| 13-14 | 11,385,033 | 425,496 | 3.9% | 19,809,903 | 878,604 | 4.6% | 20,283,021 | 875,798 | 4.5% | 56.1% | 97.7% |
| 14-15 | 12,074,561 | 689,528 | 6.1% | 20,509,066 | 699,163 | 3.5% | 21,005,314 | 722,293 | 3.6% | 57.5% | 97.6% |
| 15-16 | 12,527,599 | 453,038 | 3.8% | 21,762,445 | 1,253,379 | 6.1% | 22,231,404 | 1,226,090 | 5.8% | 56.4% | 97.9% |
| 16-17 | 13,573,161 | 1,045,562 | 8.3% | 23,025,529 | 1,263,084 | 5.8% | 23,542,062 | 1,310,658 | 5.9% | 57.7% | 97.8% |
| 17-18 | 14,569,991 | 996,829 | 7.3% | 24,454,944 | 1,429,416 | 6.2% | 24,945,648 | 1,403,586 | 6.0% | 58.4% | 98.0% |
| Average | | | | | | | | | | 56.4% | 97.7% |



SUBJECT: Review of District Enrollment Report for 2018-19

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

RECOMMENDATION:

The District Administration recommends that the Board review the attached information regarding Enrollment for the first week of school for 2018-19.

BACKGROUND:

After several years of declining enrollment which dropped down to 1,675 in 2007-18, the District's enrollment then increased over the next five years by an average of 77 students per year. In 2013-14, enrollment decreased by 13 students, and decreased by another 36 students in 2014-15. Since 2015-16, CBEDS enrollment has leveled out with 2,083 in 2015-16, 2,082 in 2016-17, and 2,088 in 2017-18. However, it seems like there is a slight decline in the 2018-19 enrolled students. The current projection for the 2018-19 CBEDs is 2047.

INFORMATION:

Some enrollment observations as of August 15 (six days after opening of school):

- 1) Total District enrollment is **2,044**, a decrease of 37 students compared to last year at this same time.
- 2) Enrollment at Robert Down is higher than Forest Grove by 30 students.
- 3) Forest Grove enrollment is **427**, a decrease of 12 students compared to last year at this time.
- 4) Robert Down enrollment is **457**, a decrease of 23 students compared to last year at this time.
- 5) Middle School enrollment is **487**, a decrease of 15 students compared to last year at this time. There was a spike of incoming 6th graders; last year's 5th grade enrollment was 156 but the current 6th grade enrollment is at 174. However, the cohort survival did not extend from last year's 6th grade, 155 students, to this year's 7th grade at 145.
- 6) Community High School has **17** students, unchanged from last year at this time.
- 7) The High School enrollment is **628**, 13 more students than last year at this time.
- 8) The Transitional Kindergarten (TK) class at Forest Grove currently has **27** students, same as last year. TK is using an early bird-late bird format which decreases class size for a majority of the day.
- 9) The highest elementary class sizes are at Robert Down: 3rd grade with a 26.3 ratio, and 4th grade at 25.3.
- 10) The lowest elementary class sizes are in Kindergarten at Forest Grove and 1st grade at Robert Down at 16.0 and 17.5 respectively.

FISCAL IMPACT:

No fiscal impact, this report is for review purposes only.

Pacific Grove Unified School District

Enrollment - 2018-19

| | | Apr | May | Jun | Jul | Aug 8 | Aug 15 | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------------|--------------------------------------------------|-----------------------|--------------|--------------|--------------|--------------|--------------|
| Forest Grove | | | | | | 1st Day | 6th Day | | CBEDS Projections | | | | | | | |
| TK | 1.00 | - | - | - | - | 27 | 27 | - | 27 | Alt/Maurisa 27 | | | | | | |
| | sped=0 | - | - | - | - | 27.0 | 27.0 | - | 27.0 | ##### | - | - | - | - | - | - |
| K | 4.00 | - | - | - | - | 65 | 64 | - | 64 | Hunter 16 - McDaniel 15 - Sweeney 16 - Wright 16 | | | | | | |
| Barrett | sped=1 | - | - | - | - | 16.3 | 16.0 | - | 16.0 | ##### | - | - | - | - | - | - |
| 1 | 3.00 | - | - | - | - | 58 | 58 | - | 58 | Moore 18 - Patel 20 - Welch 20 | | | | | | |
| | sped=0 | - | - | - | - | 19.3 | 19.3 | - | 19.3 | ##### | - | - | - | - | - | - |
| 2 | 4.00 | - | - | - | - | 87 | 82 | - | 82 | Brosseau 20 - Cina 22 - DeTomaso 20 - Hirst 20 | | | | | | |
| B & K | sped=5 | - | - | - | - | 21.8 | 20.5 | - | 20.5 | ##### | - | - | - | - | - | - |
| 3 | 3.00 | - | - | - | - | 63 | 61 | - | 61 | Gordon 21 - McCarty 19 - Newman 21 | | | | | | |
| B & K | sped=3 | - | - | - | - | 21.0 | 20.3 | - | 20.3 | ##### | - | - | - | - | - | - |
| 4 | 3.00 | - | - | - | - | 70 | 70 | - | 70 | Naylor 22 - Serpa 24 - Valdez 24 | | | | | | |
| Knight | sped=4 | - | - | - | - | 23.3 | 23.3 | - | 23.3 | ##### | - | - | - | - | - | - |
| 5 | 3.00 | - | - | - | - | 65 | 65 | - | 65 | Davenport 22 - Sanchez 24 - Yant 19 | | | | | | |
| Kreeger | sped=7 | - | - | - | - | 21.7 | 21.7 | - | 21.7 | ##### | - | - | - | - | - | - |
| Total | 21.00 | - | - | - | - | 435 | 427 | - | 427 | ##### | - | - | - | - | - | - |
| Avg Class Size | | - | - | - | - | 20.7 | 20.3 | - | 20.3 | ##### | - | - | - | - | - | - |
| SE (SDC) | 2.00 | | | | | 12 | 20 | - | 20 | - | - | - | - | - | - | - |
| Robert Down | | | | | | | | | | | | | | | | |
| K | 4.00 | - | - | - | - | 80 | 80 | - | 80 | Chavez 21 - Kelly 19 - Luciano 20 - Renteria 20 | | | | | | |
| Bloomer | sped=3 | - | - | - | - | 20.0 | 20.0 | - | 20.0 | ##### | - | - | - | - | - | - |
| 1 | 4.00 | - | - | - | - | 70 | 70 | - | 70 | Evans 17 - Gilmore 17 - McNickle 18 - Perkins 18 | | | | | | |
| Bloomer | sped=3 | - | - | - | - | 17.5 | 17.5 | - | 17.5 | ##### | - | - | - | - | - | - |
| 2 | 4.00 | - | - | - | - | 86 | 86 | - | 86 | Bradley 43 (with support kids) - Darnell 22 - | | | | | | |
| Bloomer | sped=1 | - | - | - | - | 21.5 | 21.5 | - | 21.5 | ##### | Johnson 21 - Spade 21 | | | | | |
| 3 | 3.00 | - | - | - | - | 79 | 79 | - | 79 | Jones 27 - Perlstein 26 - Stejskal 26 | | | | | | |
| | sped=0 | - | - | - | - | 26.3 | 26.3 | - | 26.3 | ##### | - | - | - | - | - | - |
| 4 | 3.00 | - | - | - | - | 76 | 76 | - | 76 | Dacuyan 25 - Ibrahim 26 - Lewy 26 | | | | | | |
| Bloomer | sped=1 | - | - | - | - | 25.3 | 25.3 | - | 25.3 | ##### | - | - | - | - | - | - |
| 5 | 3.00 | - | - | - | - | 66 | 66 | - | 66 | Dacuyan 21 - Hiserman 23 - Hober 22 | | | | | | |
| | sped=0 | - | - | - | - | 22.0 | 22.0 | - | 22.0 | ##### | - | - | - | - | - | - |
| Total | 21.00 | - | - | - | - | 457 | 457 | - | 457 | ##### | - | - | - | - | - | - |
| Avg Class Size | | - | - | - | - | 21.8 | 21.8 | - | 21.8 | ##### | - | - | - | - | - | - |
| SE/Readin | 1.00 | | | | | 8 | 8 | - | 8 | - | - | - | - | - | - | - |
| Middle School | | | | | | | | | | | | | | | | |
| 6 | | - | - | - | - | 176 | 174 | - | 176 | - | - | - | - | - | - | - |
| 7 | | - | - | - | - | 149 | 145 | - | 145 | - | - | - | - | - | - | - |
| 8 | | - | - | - | - | 168 | 168 | - | 168 | - | - | - | - | - | - | - |
| Total MS | 27.00 | - | - | - | - | 493 | 487 | - | 489 | - | - | - | - | - | - | - |
| Avg Class Size | | - | - | - | - | 18.3 | 18.0 | - | 18.1 | - | - | - | - | - | - | - |
| High School | | | | | | | | | | | | | | | | |
| 9 | | - | - | - | - | 184 | 185 | - | 185 | - | - | - | - | - | - | - |
| 10 | | - | - | - | - | 150 | 153 | - | 153 | - | - | - | - | - | - | - |
| 11 | | - | - | - | - | 156 | 157 | - | 157 | - | - | - | - | - | - | - |
| 12 | | - | - | - | - | 132 | 133 | - | 133 | - | - | - | - | - | - | - |
| Total HS | 38.30 | - | - | - | - | 622 | 628 | - | 628 | - | - | - | - | - | - | - |
| Avg Class Size | | - | - | - | - | 16.2 | 16.4 | - | 16.4 | - | - | - | - | - | - | - |
| Community High School | | | | | | | | | | | | | | | | |
| Total CHS | | - | - | - | - | 17 | 17 | - | 18 | - | - | - | - | - | - | - |
| Total District | | - | - | - | - | 2,044 | 2,044 | - | 2,047 | ##### | - | - | - | - | - | - |
| Change | | ##### | ##### | ##### | ##### | (37) | (37) | ##### | (41) | ##### | ##### | ##### | ##### | ##### | ##### | ##### |

Enrollment - 2017-18

| | | Apr | May | Jun | Jul | Aug 9 | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | | | | | | 1st Day | | | CBEDS | | | | | | | |
| Forest Grove | | | | | | | | | | | | | | | | |
| TK | 1.00 | | 15 | 17 | 20 | 27 | 27 | 27 | 27 | 26 | 26 | 26 | 27 | 25 | 19 | 19 |
| | sped=0 | - | 15.0 | 17.0 | 20.0 | 27.0 | 27.0 | 27.0 | 27.0 | 26.0 | 26.0 | 26.0 | 27.0 | 25.0 | 19.0 | 19.0 |
| K | 4.00 | | 27 | 35 | 39 | 62 | 64 | 65 | 65 | 62 | 62 | 61 | 61 | 61 | 67 | 67 |
| | sped=0 | - | 6.8 | 8.8 | 9.8 | 15.5 | 16.0 | 16.3 | 16.3 | 15.5 | 15.5 | 15.3 | 15.3 | 15.3 | 16.8 | 16.8 |
| 1 | 4.00 | 100 | 100 | 100 | 100 | 84 | 80 | 81 | 80 | 78 | 78 | 80 | 81 | 81 | 89 | 88 |
| | sped=6 | 25.0 | 25.0 | 25.0 | 25.0 | 21.0 | 20.0 | 20.3 | 20.0 | 19.5 | 19.5 | 20.0 | 20.3 | 20.3 | 22.3 | 22.0 |
| 2 | 3.00 | 71 | 71 | 71 | 64 | 66 | 64 | 64 | 64 | 62 | 62 | 61 | 62 | 61 | 63 | 63 |
| | sped=2 | 23.7 | 23.7 | 23.7 | 21.3 | 22.0 | 21.3 | 21.3 | 21.3 | 20.7 | 20.7 | 20.3 | 20.7 | 20.3 | 21.0 | 21.0 |
| 3 | 3.00 | 78 | 78 | 78 | 77 | 75 | 75 | 74 | 74 | 71 | 71 | 72 | 72 | 73 | 76 | 76 |
| | sped=3 | 26.0 | 26.0 | 26.0 | 25.7 | 25.0 | 25.0 | 24.7 | 24.7 | 23.7 | 23.7 | 24.0 | 24.0 | 24.3 | 25.3 | 25.3 |
| 4 | 3.00 | 68 | 68 | 68 | 68 | 68 | 67 | 68 | 68 | 70 | 70 | 69 | 69 | 68 | 76 | 76 |
| | sped=8 | 22.7 | 22.7 | 22.7 | 22.7 | 22.7 | 22.3 | 22.7 | 22.7 | 23.3 | 23.3 | 23.0 | 23.0 | 22.7 | 25.3 | 25.3 |
| 5 | 3.00 | 65 | 65 | 65 | 61 | 63 | 62 | 61 | 61 | 61 | 61 | 59 | 59 | 61 | 67 | 67 |
| | sped=5 | 21.7 | 21.7 | 21.7 | 20.3 | 21.0 | 20.7 | 20.3 | 20.3 | 20.3 | 20.3 | 19.7 | 19.7 | 20.3 | 22.3 | 22.3 |
| Total | 21.00 | 382 | 424 | 434 | 429 | 445 | 439 | 440 | 439 | 430 | 430 | 428 | 431 | 430 | 457 | 456 |
| Avg Class Size | | 18.2 | 20.2 | 20.7 | 20.4 | 21.2 | 20.9 | 21.0 | 20.9 | 20.5 | 20.5 | 20.4 | 20.5 | 20.5 | 21.8 | 21.7 |
| SE | 2.00 | | | | 15 | 22 | 22 | 24 | 24 | 24 | 24 | 23 | 23 | 20 | 21 | |
| Robert Down | | | | | | | | | | | | | | | | |
| K | 4.00 | | 30 | 40 | 49 | 69 | 71 | 71 | 72 | 71 | 71 | 71 | 71 | 71 | 75 | 75 |
| | sped=4 | - | 7.5 | 10.0 | 12.3 | 17.3 | 17.8 | 17.8 | 18.0 | 17.8 | 17.8 | 17.8 | 17.8 | 17.8 | 18.8 | 18.8 |
| 1 | 4.00 | 98 | 98 | 98 | 86 | 85 | 85 | 87 | 88 | 89 | 89 | 90 | 90 | 88 | 89 | 89 |
| | sped=2 | 24.5 | 24.5 | 24.5 | 21.5 | 21.3 | 21.3 | 21.8 | 22.0 | 22.3 | 22.3 | 22.5 | 22.5 | 22.0 | 22.3 | 22.3 |
| 2 | 3.00 | 80 | 80 | 80 | 81 | 82 | 83 | 81 | 81 | 81 | 81 | 80 | 78 | 78 | 78 | 78 |
| | sped=0 | 26.7 | 26.7 | 26.7 | 27.0 | 27.3 | 27.7 | 27.0 | 27.0 | 27.0 | 27.0 | 26.7 | 26.0 | 26.0 | 26.0 | 26.0 |
| 3 | 3.00 | 74 | 74 | 74 | 78 | 74 | 74 | 74 | 75 | 74 | 74 | 73 | 72 | 72 | 73 | 73 |
| | sped=1 | 24.7 | 24.7 | 24.7 | 26.0 | 24.7 | 24.7 | 24.7 | 25.0 | 24.7 | 24.7 | 24.3 | 24.0 | 24.0 | 24.3 | 24.3 |
| 4 | 3.00 | 73 | 73 | 73 | 72 | 74 | 73 | 73 | 73 | 76 | 76 | 76 | 75 | 75 | 74 | 73 |
| | sped=0 | 24.3 | 24.3 | 24.3 | 24.0 | 24.7 | 24.3 | 24.3 | 24.3 | 25.3 | 25.3 | 25.3 | 25.0 | 25.0 | 24.7 | 24.3 |
| 5 | 4.00 | 88 | 88 | 88 | 91 | 94 | 94 | 93 | 93 | 95 | 95 | 95 | 96 | 97 | 98 | 98 |
| | sped=0 | 22.0 | 22.0 | 22.0 | 22.8 | 23.5 | 23.5 | 23.3 | 23.3 | 23.8 | 23.8 | 23.8 | 24.0 | 24.3 | 24.5 | 24.5 |
| Total | 21.00 | 413 | 443 | 453 | 457 | 478 | 480 | 479 | 482 | 486 | 486 | 485 | 482 | 481 | 487 | 486 |
| Avg Class Size | | 19.7 | 21.1 | 21.6 | 21.8 | 22.8 | 22.9 | 22.8 | 23.0 | 23.1 | 23.1 | 23.1 | 23.0 | 22.9 | 23.2 | 23.1 |
| SE/Readin | 1.00 | | | | 4 | 6 | 6 | 7 | 7 | 6 | 6 | 6 | 6 | 6 | 6 | |
| Middle School | | | | | | | | | | | | | | | | |
| 6 | | 151 | 151 | 148 | 152 | 153 | 155 | 155 | 155 | 156 | 156 | 154 | 152 | 151 | 153 | 153 |
| 7 | | 155 | 155 | 152 | 154 | 160 | 162 | 162 | 161 | 160 | 160 | 161 | 162 | 163 | 162 | 161 |
| 8 | | 185 | 185 | 180 | 183 | 181 | 185 | 185 | 184 | 189 | 189 | 188 | 187 | 186 | 188 | 188 |
| Total MS | 25.96 | 491 | 491 | 480 | 489 | 494 | 502 | 502 | 500 | 505 | 505 | 503 | 501 | 500 | 503 | 502 |
| Avg Class Size | | 18.9 | 18.9 | 18.5 | 18.8 | 19.0 | 19.3 | 19.3 | 19.3 | 19.5 | 19.5 | 19.4 | 19.3 | 19.3 | 19.4 | 19.3 |
| High School | | | | | | | | | | | | | | | | |
| 9 | | 162 | 162 | 161 | 162 | 170 | 168 | 169 | 169 | 167 | 167 | 165 | 163 | 162 | 163 | 162 |
| 10 | | 174 | 174 | 172 | 176 | 171 | 168 | 170 | 170 | 166 | 166 | 166 | 167 | 165 | 166 | 165 |
| 11 | | 145 | 145 | 144 | 145 | 146 | 145 | 144 | 144 | 143 | 143 | 144 | 141 | 142 | 146 | 146 |
| 12 | | 129 | 129 | 129 | 131 | 134 | 134 | 135 | 135 | 133 | 133 | 131 | 130 | 128 | 130 | 130 |
| Total HS | 32.60 | 610 | 610 | 606 | 614 | 621 | 615 | 618 | 618 | 609 | 609 | 606 | 601 | 597 | 605 | 603 |
| Avg Class Size | | 18.7 | 18.7 | 18.6 | 18.8 | 19.0 | 18.9 | 19.0 | 19.0 | 18.7 | 18.7 | 18.6 | 18.4 | 18.3 | 18.6 | 18.5 |
| Community High School | | | | | | | | | | | | | | | | |
| Total CHS | | 20 | 20 | 17 | 15 | 15 | 17 | 18 | 18 | 17 | 17 | 18 | 20 | 18 | 19 | 19 |
| Total District | | 1,916 | 1,988 | 1,990 | 2,023 | 2,081 | 2,081 | 2,088 | 2,088 | 2,077 | 2,077 | 2,069 | 2,064 | 2,052 | 2,098 | 2,066 |
| Change | | 5 | 38 | 1 | 37 | (7) | (5) | 7 | 6 | (4) | 2 | (15) | (14) | (26) | 26 | (9) |

SUBJECT: Facilities Project Update

PERSON RESPONSIBLE: Matt Kelly, Director Facilities & Transportation

RECOMMENDATION:

The Administration recommends that the Board review and provide feedback on ongoing and upcoming facilities projects.

BACKGROUND:

This report provides the Board of Education an update to Facilities projects that are either ongoing, complete, or in the planning stages. The report will be presented monthly.

INFORMATION:

1. Proposition 39 Project
 - Forest Grove is 90% complete, Robert Down is 90% complete, Community High/David Ave is 100% complete, and the Adult School is 100% complete. Forest Grove and Robert Down were not completed this summer because a boom lift was not available. These sites will be completed when the lift becomes available. The Middle School has started and is approximately 50% complete. The last site will be the High School.
2. Forest Grove/Robert Down Portable Projects
 - Both projects have been DSA certified
3. Adult School Child Care Portable Project
 - Construction is complete and the project has been DSA certified. The site has begun the licensing process which includes a fire inspection and set-up of the daycare. Landscaping is being designed and anticipating installation in the next few weeks.
4. Robert Down Sidewalk Repair
 - Project is complete.
5. Middle School PAC Improvements
 - The District has asked another designer/contractor to submit a design and proposal for the improvements. The stage is scheduled for refinishing and repair in late September/early October. A new motorized screen has been ordered and will be installed when funding is available.
6. Middle School Gas Lines
 - The majority of the rooftop gas lines need replacement from corrosion. Project will be designed and bid the next few weeks.
7. Middle School Planter Drain
 - Water was seeping into room 12 from the planter area near the outdoor lunch tables. Maintenance crews excavated the planter to discover that the water was coming from an electrical trench. A pump was installed near the outlet of the trench that stopped the seeping during the next rain event. Maintenance crews sealed the wall, backfilled the area, and installed storm drainage. The area will be capped in the next few months once we are certain the water intrusion has been stopped.
8. Robert Down Playground
 - PTA and donation funds have been used by the site to replace the playground in the middle of the school closest to the lunch area. Sand will be replaced with chipped fall material and will surround a climbing sea theme. Project is complete.

9. Forest Grove K-Wing Gutter Repair
 - Bids have been received but PGUSD maintenance crews will be installing the gutters.
10. Forest Grove Office Project
 - A portion of the staff lounge will be converted to two offices to make room for more school therapists to meet with students confidentially. The offices will be constructed by district maintenance crews. Project is complete.
11. Forest Grove dry rot repair
 - This project was anticipated to be a 2-3 day job but turned into a 4 week reconstruction of a large portion of the roof. As repairs began we discovered the problem to be significantly bigger than it appeared. Project has been complete except some painting.
12. High School, Middle School, & Forest Grove Fencing
 - Materials were ordered but significantly delayed. Materials are anticipated to arrive in the next week to ten days.
13. Elementary & Middle School Gates
 - District crews will be installing the hardware and closures during the next few weeks.
14. High School Stadium Erosion
 - Discovered significant erosion under the home side stadium bleachers caused by gopher trenches. District crews backfilled and compacted the erosion. In addition created a gopher barrier to prevent this from happening again.
15. High School Locker Room Floors
 - Discovered early in the summer that the non-slip flooring installed last year was failing. District crews were able to refinish the flooring again using different products and primers.

FISCAL IMPACT:

This item is for discussion only but each project required the purchase of materials or the contracting of services.

SUBJECT: Future Agenda Items

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the August 23, 2018 Regular Board Meeting:

- Updates to Board Policies in the Parents Rights Handbook (September 20)
- Review of Stipends (September 6)
- Foreign Language (Fall 2018)
- Long Term Counseling Study (Fall 2018/Winter 2019)
- Board Self Evaluation Review (Winter 2018)
- Affordable Housing Project Impacts to District
- Review of Classified Evaluation Process
- Review of Community High School
- School Breakfast Program