PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION REGULAR MEETING

Trustees
Debbie Crandell, President
Cristy Dawson, Clerk
John Paff
Brian Swanson
Jon Walton
Adrian Clark, Student Rep

DATE: Thursday, March 19, 2020

TIME: 5:30 p.m. Closed Session

6:30 p.m. Open Session

LOCATION: Pacific Grove High School Student Union

615 Sunset 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. <u>OPENING BUSINESS</u>

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

Move:	Second:	Vote:

II. <u>CLOSED SESSION</u>

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.

- 2. Negotiations Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
- 3. Public Employee Evaluation (2 cases)
- 4. Interdistrict Transfer Appeal (1 case)
- B. Public comment on Closed Session Topics
- C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

- A. Report action taken in Closed Session:
 - 1. Negotiations Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]
 - 2. Negotiations Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)]
 - 3. Public Employee Evaluation (2 cases)
 - 4. Interdistrict Transfer Appeal (1 case)
- B. Pledge of Allegiance

IV. COMMUNICATIONS

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

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

VI. CONSENT AGENDA

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

A.	Minutes of March 5, 2020 Board Meeting Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.	7
B.	Minutes of March 13, 2020 Special Emergency Board Meeting Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.	16
C.	Certificated Assignment Order #13 Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #13.	18
D.	Classified Assignment Order #13 Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #13.	20
E.	Acceptance of Donations Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board approve acceptance of the donations referenced below.	22
F.	Warrant Schedules No. 617 Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.	23
G.	Quarterly Report on Williams Uniform Complaints Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186(d).	25
Н.	Contract for Services with Silke Communications Inc. Recommendation: (Barbara Martinez, Safety Director; Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contractor services with Silke Communications Inc. to upgrade existing analog radios with a digital radio system district-wide.	27 :t
I.	Contract for Services with Uretsky Security with Pacific Grove High School Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Uretsky Security for Pacific Grove High School to provide site security for the graduation set up on May 28, 2020 and May 29, 2020.	31
	Move: Second: Vote:	

VII. PUBLIC HEARING I/ ACTION/DICUSSION ITEM A

A.	Public Hearing of California School Employees Association Sunshine List for 2019-20 Public Hearing – Initial Proposal for Negotiations Submitted by the California School Employees Association with the Pacific Grove Unified School District Board of Education for the 2019-20 School Year.		
	Open Public Hearing Close Public Hearing		
A.	Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends	37	
	Move: Second: Roll Call Vote:		
	Crandell Dawson Paff Swanson Walton		
<u>PU</u>	BLIC HEARING II/ ACTION/DICUSSION ITEM B		
B.		0	
	Open Public Hearing Close Public Hearing		
В.		2	
	Move: Second: Roll Call Vote:		
	Crandell Dawson Paff Swanson Walton		
<u>PU</u>	BLIC HEARING III		
C.		4	
	Open Public Hearing: Close Public Hearing:		
	<u>Р</u> ШВ.	Public Hearing — Initial Proposal for Negotiations Submitted by the California School Employees Association with the Pacific Grove Unified School District Board of Education for the 2019-20 School Year. Open Public Hearing Close Public Hearing Second: Roll Call Vote: Cardidions. Move: Second: Roll Call Vote: Crandell Dawson Paff Swanson Walton Public Hearing of Pacific Grove Unified School District Classified Negotiations Sunshine Topics for 2019-20 4	

X. <u>INFORMATION/DISCUSSION</u>

	A.	District Update on Response to COVID-19 The District Administration will update the Board, staff and community on current District respons and protocols to COVID-19.	47 se
		Board Direction:	
XI.	<u>A(</u>	CTION/DISCUSSION	
	C.	2020-21 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP) Recommendation: (Shane Steinback, Pacific Grove High School Assistant Principal/ CTE Coordinator) The Administration recommends that the Board review and approve the 2020-21 College and Career Access Pathways Partnership Agreement (CCAP) with the Monterey Peninsula Community College District (MPCCD).	48
		Move: Second: Vote:	
	D.	Adoption of Resolution No.1045 Supporting 2020 U.S. Census Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board of Education adopt Resolution No. 1045 supporting the 2020 U.S. Census.	76
		Move: Second: Roll Call Vote:	
		Crandell Dawson Paff Swanson Walton	
	E.	Contract for the Audit of the District Financial Statements Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board approve the attached contract for services with the audit firm of Eide Bailly LLP.	79
		Move: Second: Vote:	
	F.	Board Calendar/Future Meetings 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.	90
		Move: Second: Vote:	
XII.	IN	FORMATION/DISCUSSION	
	В.	2019-20 and 2020-21 Budget Discussion Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board begin reviewing key components or assumptions of the District Budge	93 t.
		Board Direction:	

104

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.

- Board requested transportation review and fees (April 2, 2020)
- A member of the public requested Dual Language Elementary Program (April 2, 2020)
- Board requested Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election (April 2, 2020)
- Board requested celebration event for individuals that raised money or donated money for PGUSD (April 29, 2020)
- Board requested Board meeting audio streaming options (TBA)
- Board requested teacher housing (TBA)
- Board requested review of current District committees (Will be addressed through District Newsletter/Update)
- A member of the public requested SELPA present on Special Education (Fall 2020)
- Board requested utility bills costs (electric and water) by school site (2020-21)

Board Direction:

XIII. ADJOURNMENT

Next regular Board meeting: April 2, 2020 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION Minutes of Regular Meeting of March 5, 2020 – District Office

I. OPENED BUSINESS

A. <u>Called to Order</u> 5:30 p.m.

B. Roll Call President: Trustee Crandell

Clerk: Trustee Dawson
Trustees Present: Trustee Paff
Trustee Swanson

Trustee Walton

Administration Present: Superintendent Porras

Asst. Superintendent Chin-Bendib

Board Recorder: Mandi Ackerman Student Board Member: Gabby Geraldo

C. Adopted Agenda

Superintendent Porras noted:

- The Board packet footer was labeled as March 3, 2020, and should say March 5, 2020
- Additional documents were provided to the Board and available to the public for Action/Discussion Item A PGUSD Network Upgrade
- Change to the agenda- Walk On Surplus Property
- Request to move Action/Discussion Items E/F to the beginning of Action/Discussion

MOTION <u>Dawson/Swanson</u> to adopt agenda as amended.

Public comment: none Motion CARRIED 5 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

- 1. Negotiations Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
- 2. Negotiations Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
- 3. Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9: Governing Board will be deciding whether to join in the JUUL litigation.
- 4. Public Employee Evaluation (2 cases)

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session

5:32 p.m.

III. RECONVENED IN OPEN SESSION

6:38 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]

The Board received information on this item and will return to closed session after open session to discuss further.

2. <u>Negotiations - Collective Bargaining Session planning and preparation with the CSEA</u> for 2019-20 [Government Code § 3549.1 (d)]

The Board did not discuss this item.

3. <u>Initiation of litigation pursuant to subdivision (d)(4) of Government Code section</u> 54956.9: Governing Board will be deciding whether to join in the JUUL litigation

The Board received information on this item.

4. Public Employee Evaluation (2 cases)

The Board received information and gave direction to Administration on one case.

B. Pledge of Allegiance

Led By: Trustee Crandell

IV. <u>COMMUNICATIONS</u>

A. Written Communication

Written communication to the Board included a letter regarding JUUL from a member of the public; a letter from a volunteer.

B. Board Member Comments

<u>Pacific Grove High School Student Representative Geraldo</u> provided an update to the Board on the events and activities happening at Pacific Grove High School including a talent show and powder puff games.

<u>Trustee Walton</u> celebrated the passage of the bond and thanked the voters, supporters and influencers, saying this is a special community.

<u>Trustee Paff</u> asked if parcel tax information is public information; said <u>Monterey County</u> <u>Assessor Steve Vagnini</u> will review the parcel tax income to determine if there is more to our

benefit.

<u>Trustee Dawson</u> said this is a great community and so appreciative of the bond support.

<u>Trustee Crandell</u> noted this was her third or fourth bond while on the Board, thanked the voters, thanked District Financial Advisor Dale Scott for his guidance and help. <u>Trustee Crandell</u> also thanked <u>District Nurse Katrina Powley</u> and the team regarding the Coronavirus.

C. Superintendent Report

Superintendent Porras spoke about the Measure D bond, thanking <u>Dale Scott</u> for his hard work; said 67% passage rate is amazing; said it is an honor to have the community's faith and that the District will do the work we said we would do; thanked <u>Director of Facilities and Transportation Matt Kelly</u> for his amazing work on the bond; thanked <u>Assistant Superintendent Chin-Bendib</u> and said she is a mentor to everyone with so much experience with bonds.

Superintendent Porras also spoke about the Coronavirus task force for the District, said the District is responding to requirements from the state; thanked Director of Education Technology Matthew Binder and Technology Systems Coordinator Jonathan Mejia for their work on the website which now includes a Coronavirus section; said in the unlikely event a school closes to disinfect, that order would come from the Monterey County Health Department; noted the District is keeping areas as clean as possible and is proud of the work put together by the task force.

<u>Superintendent Porras</u> acknowledged <u>Dr. Tony Payan's</u> success at the Skills USA on First Aid and CPR. Pacific Grove High School placed 2nd, 4th and 8th, and congratulated the teachers and students.

D. PGUSD Staff Comments (Non Agenda Items)

<u>Forest Grove Elementary School Teacher Jeanie DeTomaso</u> celebrated the bond, saying she supported the bond and felt very strongly about the bond; also asked that the District celebrate by accepting the PGTA proposal in negotiations in April.

<u>Director of Curriculum and Special Projects Ani Silva</u> spoke about the Bright Spots awards event for the county, which highlights what schools are doing for their most challenged students, saying the District has courageous leadership and amazing teachers.

<u>Pacific Grove Middle School Principal Sean Roach</u> shared that <u>Music Teacher Barbara Priest</u> won the KSBW Crystal Apple Award, said the award is so special and <u>Ms. Priest</u> is so deserving, and that KSBW said it was an easy choice to select <u>Ms. Priest</u>.

<u>Pacific Grove Adult Education Program Coordinator Eric Saavedra</u> spoke about an upcoming conference.

Robert Down Elementary School Principal Sean Keller invited the Board and members of the public to the Taste of Pacific Grove; Bingo/Silent Auction for the PTA; Breast Cancer Bowl-A-Thon.

<u>Forest Grove Elementary School Principal Buck Roggeman</u> thanked the voters of Pacific Grove for the Measure D Bond passage; spoke about Read Across America event this past

Tuesday which included fun events all day at the school; parent teacher conferences this week and the teachers are doing an amazing job and providing great support to our parents.

Pacific Grove High School Principal Matt Bell received an email from Robotics Teacher Sally Richmond that the Monterey Peninsula Foundation has awarded the Pacific Grove High School robotics \$20,000. Principal Bell noted that Ms. Richmond does an amazing job leading the program. Principal Bell also noted that student Matthew Mendez won the Poetry Out Loud contest and is going to the state to compete.

Robert Down Elementary School Teacher Erica Chavez spoke about the Synergy Student Information System roll out, said <u>Director Binder</u> came to the school to talk to staff. <u>Ms. Chavez</u> asked that the District look into redoing the report cards. <u>Trustee Paff</u> asked if that request needed to be done simultaneously. <u>Ms. Chavez</u> said not at the same time as the roll out but asked that the technology department work on it.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

<u>Parent Bill Hearst</u> said Pacific Grove High School does not offer AP Biology and AP Chemistry classes. He suggested alternating years to have enough student interest. <u>Mr. Hearst</u> said he sees a lot of AP classes offered at the high school. <u>Mr. Hearst</u> noted that both his students are in band and that if either wants to be valedictorian, if they take an extra band class their GPA will be lower. Suggested the District set up a standard in Board policy regarding unweighted classes that effect GPA.

The following residents of Pacific Grove spoke about pickle ball, and asked the Board to consider using two of the tennis courts at Pacific Grove High School for pickle ball: <u>Andrea Dracos</u>, <u>Steve Albert</u>, <u>Fred Ellis</u>.

VI. CONSENT AGENDA

- A. Minutes of January 23, 2020 Board Meeting
- B. Minutes of February 13, 2020 Board Meeting
- C. Certificated Assignment Order #12
- D. Classified Assignment Order #12
- E. Acceptance of Donations
- F. Out of County or Overnight Activities
- G. Contract for Services with Dave Dally at Pacific Grove Middle School
- H. Contract for Services with Dr. Rob Klevan at Pacific Grove Middle School
- I. Contract for Services with Paul Contos at Pacific Grove Middle School
- J. Contract for Services with Valerie Rhoades at Pacific Grove High School
- K. Contract for Services with Minuteman Press at Pacific Grove High School
- L. Contract for Services with Northern California Lacrosse Referee Association at Pacific Grove High School
- M. Contract for Services with Kristie Chettle at Robert Down Elementary School

<u>Trustee Paff</u> pulled item F.

Public comment:

<u>Former Trustee Beth Shammas</u> noted three contracts for service for the Pacific Grove Music program, saying that is paid for by the Music Boosters. <u>Ms. Shammas</u> expressed concerns about the Music Boosters and suggested the District find out how the Music Boosters participates and if the organization is ok.

MOTION <u>Dawson/Swanson</u> to approve consent agenda as amended. Motion CARRIED 5-0

VII. ACTION/DISCUSSION

A. Consent Item F: Out of County or Overnight Activities

<u>Trustee Paff</u> asked about out of county events or activities and the Coronavirus, expressed concerns about sports trips to Los Angeles. <u>Superintendent Porras</u> addressed concerns saying the Request to Attends are being monitored, high risk areas are restricted, and that the Monterey County Office of Education and the Monterey County Health Department are leading the District.

MOTION <u>Paff/Dawson</u> to approve the Out of County or Overnight Activities. Public comment: none

Motion CARRIED 5 – 0

B. Resolution #1042 Issuance and Sale of 2014 Election Measure A Series C of the Education Technology Bond

<u>Assistant Superintendent Chin-Bendib</u> presented information, along with the District's <u>Financial Advisor Dale Scott of Dale Scott and Company</u>. The Board discussed this item. <u>Director Binder</u> addressed questions from the Board.

<u>Trustee Walton</u> requested that in the future the District request that a representative from the oversight committee attend the Board meeting when a bond is issued.

MOTION <u>Paff/Dawson</u> to adopt Resolution #1042 Issuance and Sale of 2014 Election Measure A Series C of the Education Technology Bond. Public comment: none Motion CARRIED 5 – 0

C. Resolution #1043– Issuance of a Tax and Revenue Anticipation Note

<u>Assistant Superintendent Chin-Bendib</u> presented information, along with the District's <u>Financial Advisor Dale Scott of Dale Scott and Company</u>. The Board discussed this item.

MOTION <u>Dawson/Crandell</u> to adopt Resolution #1043- Issuance of a Tax and Revenue Anticipation Note.

Public comment: none
Motion CARRIED 5 – 0

D. District Network Renovation Project

<u>Technology Systems Coordinator Jonathan Mejia</u> presented information to the Board. The Board discussed this item including concerns over using Measure D funds.

Public comment:

<u>Forest Grove Elementary School Teacher Jeanie DeTomaso</u> spoke about Measure D for facilities.

<u>Former Trustee Beth Shammas</u> said it is about the Board's ability to communicate to the public about what the District is doing with the bond money, that is why the District has an oversight committee; suggested using the website or mailing out flyers to residents about what the District is doing and why; encouraged the Board to look at it as a basic need.

MOTION <u>Walton/Paff</u> to approve the District network renovation project option two as presented, without the use of Measure D funds. Motion CARRIED 3-2

D. Contract with Panish, Shea & Boyle and Baron & Budd for Representation of the District in the JUUL Litigation

Superintendent Porras presented information to the Board. The Board discussed this item.

<u>Pacific Grove High School Student Representative Geraldo</u> spoke about the culture change project to limit nicotine use in the school, saying <u>Dr. Grover</u> came to speak about the effects on the body and mind, and hoped to limit more nicotine use in the future.

MOTION <u>Crandell/Dawson</u> to approve the contract with Panish, Shea & Boyle and Baron & Budd for Representation of the District in the JUUL Litigation. Motion CARRIED 5-0

E. Approval of the 2019-20 Second Interim Report

MOTION <u>Dawson/Swanson</u> to approve the 2019-20 Second Interim Report. Public comment: none

Motion CARRIED 5 – 0

F. Adoption of Board Policy 3470 Debt Issuance and Management Policy

MOTION <u>Paff/Dawson</u> to adopt Board Policy 3470 Debt Issuance and Management Policy.

Public comment: none Motion CARRIED 5 – 0

G. 2020 Summer School Program

<u>Human Resources Director Billie Mankey</u> and <u>Director of Student Services Clare Davies</u> presented the restricted summer school program to the Board. The Board discussed this item.

<u>Trustee Walton</u> asked Administration to provide the total cost and total expenses for the program when this item is brought back next year and in the future.

Public comment:

<u>Parent Carolyn Swanson</u> asked if the District was cutting out Kindergarten and grades 6-12, expressed concerns. <u>Director Mankey</u> addressed the question. <u>Ms. Swanson</u> asked the Board to bring SELPA to present and educate the Board on Special Education.

MOTION <u>Swanson/Dawson</u> to approve the 2020 Summer School Program. Motion CARRIED 5-0

H. Board Calendar/Future Meetings

The Board will move Solicitation of Funds Report and Review of Legal Services Costs to May.

<u>Trustee Walton</u> asked that the Board receive an update on the Board meeting audio streaming options before the next budget meeting.

MOTION <u>Crandell/Paff</u> to approve the Board meeting calendar, as amended. Public comment: none

Motion CARRIED 5 – 0

I. Walk-On Surplus Property: Chickering Piano from Robert Down Elementary School

MOTION <u>Walton/Swanson</u> to approve the Board meeting calendar, as amended. Public comment: none Motion CARRIED 5-0

VIII. <u>INFORMATION/DISCUSSION</u>

A. <u>Digital Learning Teacher Update</u>

<u>Digital Learning Teacher Andrew Bradley</u> updated the Board on the work he has done this school year including activities he has orchestrated in the classrooms; GATE Teacher (Gifted and Talented Education) program; Synergy Student Information System; and updates to the website and mass communication system.

The Board thanked <u>Bradley</u> for his presentation, saying the work is impressive and asked questions.

<u>Director of Education Technology Matthew Binder</u> said the work <u>Bradley</u> is doing is great and it is a pleasure to work with him.

B. Future Agenda Items

- Board requested transportation review and fees (April 2, 2020)
- A member of the public requested Dual Language Elementary Program
- Board requested Board meeting audio streaming options (TBA)
- Board requested celebration event for individuals that raised money or donated money for PGUSD (May 7 or June 4)
- Board requested Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election
- Board requested utility bills costs (electric and water) by school site (2020-21)
- Board requested teacher housing
- Board requested review of current District committees
- A member of the public requested Resolution Census

A member of the public requested SELPA come and present Special Education to the Board.

The Board directed <u>Director of Facilities and Transportation Matt Kelly</u> to bring back the tennis courts/pickleball when there is a contract available.

The Board directed Administration to bring the Resolution No. 1037 on the Levy of Developer Fees item to the April 2 meeting.

Public comment:

<u>Parent Carolyn Swanson</u> asked that SELPA present Special Education to the Board. Asked that this be done by a third party and not <u>Director Davies</u>. The Goal is to educate parents in the District.

IX. <u>CLOSED SESSION</u>

- A. <u>Identified Closed Session Topics</u>
 - 1. Negotiations Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
- B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session

9:54 p.m.

X. <u>RECONVENED IN OPEN SESSION</u>

10:20 p.m.

- A. Reported action taken in Closed Session:
 - 1. <u>Negotiations Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]</u>

The Board received information and discussed this item.

XI.	<u>ADJOURNED</u>	10:22 p.m.
		Approved and submitted:
		Dr. Ralph Gómez Porras Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION Minutes of Special Emergency Meeting of March 134, 2020 – Pacific Grove High School Student Union

I. OPENED BUSINESS

A. <u>Called to Order</u> 6:00 p.m.

B. Roll Call President: Trustee Crandell

Absent Clerk: Trustee Dawson
Trustees Present: Trustee Paff
Trustee Swanson
Trustee Walton

Trustee waiton

Administration Present: Superintendent Porras

Asst. Superintendent Chin-Bendib

Board Recorder: Mandi Ackerman

C. Adopted Agenda

Changes to the agenda include a Walk-On Resolution #1044 Declaring Emergency Conditions Exist.

MOTION Paff/Swanson to adopt agenda as amended.

Public comment: none Motion CARRIED 4 – 0

D. Pledge of Allegiance Led By: <u>Trustee Crandell</u>

II. ACTION

A. Walk-On Resolution #1044 Declaring Emergency Conditions Exist

<u>Superintendent Porras</u> presented this item to the Board, discussing the pandemic and emergency conditions. The Board discussed this item including technology, meal options for students, and communication with parents.

Public comment:

<u>Forest Grove Elementary School Teacher Jeanie DeTomaso</u> said there are a lot of questions the PGTA has, asked where Carmel is; read a KSBW article about Carmel's plan for their two week closure; noted many teachers have already put packets together; read PGTA letter to the Board.

<u>Robert Down Elementary School Librarian Anne Scanlon</u> said she was so impressed with the work that was happening at the site, and that all staff were working so hard.

<u>Forest Grove Elementary School Office Clerk Nancy DaSilva</u> was concerned about students receiving lunch; students whose parents are still working; asked if pick up was available outside normal hours.

<u>Carolyn Swanson</u> asked if everyone who qualifies can pick up a lunch; noted communication issues and recommended consistent times of day for updates to parents.

Robert Down Elementary School parent appreciates the lunches but expressed concern for those most in need.

MOTION <u>Paff/Crandell</u> to approve the Walk-On Resolution #1044 Declaring Emergency Conditions Exist. Motion CARRIED 4-0

B. Ratification of School Closure March 16-31

MOTION <u>Paff/Crandell</u> to approve the ratification of School Closure March 16-31. Public comment: none Motion CARRIED 4-0

III. ADJOURNMENT

7:18 p.m.

Next regular meeting: March 19, 2020 – District Office

	⊠Consent
	□Information/Discussion
	□Action/Discussion
SUBJECT: Certificated Assignment Order #13	
DATE: March 19, 2020	
PERSON(S) RESPONSIBLE: Billie Mankey, Director II	I, Human Resources

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #13.

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.

Page 2 of 2

RETIREMENT:

Elaine DeMarco, PGMS, Math Teacher retires effective May 29, 2020 after 18 years of successful service in the Pacific Grove Unified School District

Matthew J. Bell, PGHS Principal, retires effective June 30, 2020 after 37 years of successful service in the Pacific Grove Unified School District

RESIGNATION:

Chris Morgan, PGHS Head Football Coach, resigns this position only effective March 19, 2020

SUBSTITUTE:

David Vivolo

☑Consent☐Information/Discussion☐Action/Discussion

SUBJECT: Classified Assignment Order #13

DATE: March 19, 2020

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #13

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 13 March 19, 2020

Page 2 of 2

NEW HIRE:

Michelle Mitchell, FGE Noon Duty Supervisor, 1 hr./day/5 days/week, 180 day work calendar, Range 25, Step A, effective 3/19/2020

SHORT TERM, TEMPORARY, HOURLY ASSIGNMENT:

ASE Spring 2020 Session ~ 6 weeks, March 16, 2020 ~ April 30, 2020, paid per time sheet at \$30 per hour subject to sufficient enrollment

Employee	Course	Total Hours	Classes per Session
Ellen Berrahmoun	Art (Mon at RD) Grades 3-5	From 9 to 18	From 6 to 12

SUBSTITUTES:

Cynthia Haigler

		⊠Consent	
		☐Action/Discussion	
		□Information/Discussion	
		□Public Hearing	
SUBJECT:	Acceptance of Donations		
DATE:	March 19, 2020		
PERSON(S) I	RESPONSIBLE: Song Chin-Bendib, Assistan	nt 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

None

Robert H. Down Elementary School

LifeTouch Photography \$193 (undesignated)

Pacific Grove Middle School

None

Pacific Grove High School ASB

Monterey Peninsula Foundation \$20,000 (Robotics)

Pacific Grove Community High School

None

Pacific Grove Adult School /Lighthouse Preschool &

Preschool Plus Co-op

None

Pacific Grove Unified School District

None

\boxtimes (Consent
\Box I	nformation/Discussion
$\Box A$	Action/Discussion
$\Box P$	ublic Hearing

SUBJECT: Warrant Schedule 617

DATE: Date of Board Meeting

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

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from February 1, 2020 through February 29, 2020.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 617

FEBRUARY 2020

WARRANTS - PAYROLL

Certificate	d	Regular	2/5/2020		\$	-
		Regular	2/10/2020		\$	4,902.70
		Regular	2/14/2020		\$	-
		Regular	2/28/2020		\$	1,694,315.69
	Total Certi	ficated			\$	1,699,218.39
					_	
Other		Regular	2/5/2020		\$	
		Regular	2/10/2020		\$	3,691.00
		Regular	2/14/2020		\$, -
		Regular	2/28/2020		\$	13,534.29
	Takal Otlaa	_				47.005.00
	Total Othe	<u>r</u>			<u>\$</u>	17,225.29
Classified		Regular	2/5/2020		٠	
Classified		Regular	2/3/2020		\$	756.20
		-			\$	756.28
		Regular	2/14/2020		\$	-
		Regular	2/28/2020		\$	659,926.35
	Total Classi	<u>fied</u>			\$	660,682.63
	TOTAL PAY	ROLL			\$	2,377,126.31
WADDANT	. ACCOUNT	C DAVADI E	•			
WARRANTS	S - ACCOUNT	3 PATABLE				
Warrants	12537197	through	12537228	(2/4/20)	\$	159,657.05
Warrants	12537999	through	12538028	(2/6/20)	\$	32,682.22
Warrants	12538752	through	12538779	(2/11/20)	\$	19,482.31
Warrants	12539440	through	12539457	(2/13/20)	\$	41,873.44
Warrants	12540713	through	12540735	(2/20/20)	\$	45,519.11
Warrants	12542180	through	12542204	(2/25/20)	\$	54,864.53
Warrants	12542898	through	12542916	(2/27/20)	\$	25,898.53
	TOTAL ACC	OUNTS PA	YABLE		\$	379,977.19

	⊠Consent
	☐ Information/Discussion
	☐ Action/Discussion
	□Public Hearing
SUBJECT: Quarterly Report on Williams Uniform Complaints DATE: March 19, 2020	
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superinte	endent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

For the third quarter of the 2019-20 academic year, there were no incidents or complaints filed against any of the criteria: Therefore, it is acknowledged that

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

FISCAL IMPACT:

None.

G	General Subject Area Total # of # Resolved # Unresolved						
Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.							
X	No compla	aints were filed v	with	any school in the dis	strict du	uring the quarter indica	ated above.
Date for information to be reported publicly at governing board meeting: March 19, 2020 Please check the box that applies:							
				January 2020		July 2020	
Quarterly (Please ch	•	mission Date:		October 2019	X	April 2020	
Person co this form:		Mandi Ackerma	an		Title:	Executive Assistant	
District:	Pacific Gro	ove Unified Scho	ol Di	istrict			

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

Print Name of District Superintendent

Signature of District Superintendent

March 19, 2020

Date

	⊠Consent		
	☐Action/Discussion		
	☐ Information/Discussion		
	☐ Public Hearing		
SUBJECT: Contract for Services with Silke Communications Inc.			
DATE: March 19, 2020			
PERSON(S) RESPONSIBLE: Barbara Martinez, District Safe Matt Kelly, Director of Faciliti	•		

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Silke Communications Inc. to upgrade existing analog radios with a digital radio system district-wide.

BACKGROUND:

Pacific Grove Unified School District has an established contract for services with Silke Communications Inc. Our current district radio communication system is used for day to day communication at the site level for custodial, supervision and safety. Radios are also used for communication at the district level for transportation, safety and overall communication with the sites. Upgrading district radios from analog to digital using Measure A funds will provide more flexibility when communicating between District Office to transportation and from site to site.

INFORMATION:

The radio system currently utilized throughout the district is antiquated and is past the point of repair and in need of replacement. The existing radios provide a drop off in performance and communication is compromised by the limited stations that are available given the age of the devices. The Centract for service with Silke Communication to replace all radios for the District Office, sites, transportation, and repeater. Replacement of radios and services will begin on or after March 20, 2020 and shall be complete on or before June 30,

FISCAL IMPACT:

Total amount of \$55,697.24 is pre-approved by the Measure A oversight committee. No financial impact to General Fund.

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:

SILKE COMMUNICATIONS, INC. Contractor's License #

CONTRACTOR	SOCIAL SE	CURITY NUMBER OR	BUSINESS ID#
919 International Way	Springfield	OR	97477
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 March 20, 2020, and shall be completed on or before June 30, 2020.
- 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 Quotes #72765 and 94073, dated 2/28/2020 to upgrade district-wide radio equipment.

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:

Total project not to exceed \$55,697.24

Source of Funds: Fund 21 - Technology Bond Measure A on the Jan/Feb. 2020 List

- K. Payments will be made by the District to the Contractor as follows:
 - 1) A 50% deposit of \$27,848.62 will be paid to begin the project and the balance will be due upon completion.
- 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.

Page 3 of 3

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this	day of _	, 2020	
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 HE	REBY WAIVED IF SIGNED BELOW.	
Assistant Superintendent		Date	

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

			⊠Consent
			☐ Action/Discussion
			☐ Information/Discussion
			☐ Public Hearing
SUBJECT:	Contract for Services w	rith Uretsky Security with	h Pacific Grove High School
DATE:	March 19, 2020		
PERSON(S) F	RESPONSIBLE:	Matt Bell, Pacific Grov	e High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Uretsky Security for Pacific Grove High School to provide site security for the graduation set up on May 28, 2020 and May 29, 2020.

BACKGROUND:

This is not a new service. Uretsky Security has provided the security services for the high school graduation ceremonies in years past.

INFORMATION:

One security officer will monitor the stadium from 4:00 p.m. to 10:00 p.m. on May 28. Three security officers will monitor the stadium from 10:00 p.m. May 28, until 6:00 a.m. May 29.

FISCAL IMPACT:

Pacific Grove High School Site Fund not to exceed \$900.

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 <u>Uretsky Security</u> for services rendered as specified below.

1.	Scope of Service: To provide:_ security services overlooking the PGHS graduation set up on May 28, 2020 and 29, 2020.	May
2.	Evaluation and/or expected outcome(s) (continue on attached page if needed): The set-up for PGHS 2020 graduation will be watched over and secure.	
3.	Length of the Contract: Service is to be provided on the following date(s): May 28, 2020 and May 29, 2020	
4.	Financial Consideration: Consultant to be paid at the rate of: \$900 flat rate	
Consultant ((Please print) Uretsky Security	
Address 20	01-D Calle Del Oaks, Del Rey Oaks, CA 93940_Phone 831-324-0687	
	Date Email info@uretskysecurity.com	
	District Employee X Independent Consultant Date Site/Program Administrator (Check appropriate box below)	
	red work was assigned using District's normal employment recruitment process.	
	cted work was <u>not</u> assigned using District's normal employment recruitment pr Attached Criteria Page (REQUIRED) identifies reason.	ocess.
Signed	Date	
	Director of Human Resources	

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

Assistant Superintendent

Signed

Date

^{*}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 <u>documented cost savings</u> 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 <u>Legislature has specifically mandated or authorized</u> the performance of the work by independent contractors.
- (3) X The services contracted are <u>not available within the district</u>, cannot be performed satisfactorily by <u>school district employees</u>, 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 <u>"service agreements,"</u> 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 <u>could not feasibly be</u> <u>provided by the school district</u> in the location where the services are to be performed.

(8) The services are of such an urgent, temporary, or occasional nature that the <u>delay</u> incum	ibent in their
implementation under the district's regular or ordinary hiring process would frustrate their very pu	ırpose.
	
District/Site Administrator Date	

Ref: Contract for Services Criteria

	□Consent	
	☐ Information/Discussion	
	☐Action/Discussion	
	⊠Public Hearing	
SUBJECT: Public Hearing of California School Employees Association Sunshine List, 2019-20 DATE: March 19, 2020		
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent		

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing for the sunshine topics for the 2019-20 California School Employees Association (CSEA) negotiations. [A copy of the sunshine list was posted at each school site five business days prior to the Board meeting.]

INFORMATION:

Government Code Section 3457 provides the basis and procedures for the recognition of the California School Employees Association's initial proposal for negotiations with the Pacific Grove Unified School District for the 2019-20 school year. The public hearing will provide an opportunity for the community to comment on the following:

1. ARTICLE 2 – WAGES

In order to attract and retain employees, CSEA will propose a fair and equitable pay raise for the 2019-20 school year; Professional Growth and Staff Development

- 2. ARTICLE 3 HEALTH AND WELFARE BENEFITS
 - Affordable and adequate coverage for employees for the 2019-20 school year
- 3. ARTICLE 4 HOURS OF EMPLOYMENT

CSEA will propose language to include the school calendar

4. ARTICLE 15 -ORGANIZATIONAL SECURITY

Update language to address recent changes in the law concerning agency shop.

In addition, CSEA has an interest in negotiating the effects of Education Code 45113 concerning the probationary period for classified employees; SB 328 concerning the later start time for High Schools and Middle School; the use of security cameras in and around district properties; updating contract language to remove outdated terms.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

FISCAL IMPACT:

To be assessed during negotiations.



www.pgusd.org

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Ralph Gomez Porras Superintendent (831) 646-6520

Fax (831) 646-6500 rporras@pgusd.org

Song Chin-Bendib Assistant Superintendent

Pacific Grove, CA 93950

Business Services (831) 646-6509 schinbendib@pgusd.org

PUBLIC HEARING NOTICE

At the Board of Education meeting to be held at 6:30 p.m. on Thursday, March 19, 2020, at 435 Hillcrest Avenue, Pacific Grove, California at the District Office, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the California School Employees Association for the 2019- 20 School Year

The California School Employees Association has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association.

Government Code Section 3457 provides the basis and procedures for the recognition of the California School Employees Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2019-20 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The California School Employees Association is proposing to negotiate the following sections of the Classified Bargaining Unit Agreement:

1. ARTICLE 2 – WAGES

In order to attract and retain employees, CSEA will propose a fair and equitable pay raise for the 2019-20 school year; Professional Growth and Staff Development

- 2. ARTICLE 3 HEALTH AND WELFARE BENEFITS
 - Affordable and adequate coverage for employees for the 2019-20 school year
- 3. ARTICLE 4 HOURS OF EMPLOYMENT

CSEA will propose language to include the school calendar

4. ARTICLE 15 -ORGANIZATIONAL SECURITY

Update language to address recent changes in the law concerning agency shop.

In addition, CSEA has an interest in negotiating the effects of Education Code 45113 concerning the probationary period for classified employees; SB 328 concerning the later start time for High Schools and Middle School; the use of security cameras in and around district properties; updating contract language to remove outdated terms.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

Posted: March 5, 2020 at the PGUSD District Office and all school sites

February 18, 2020

Dear Dr. Ralph Porras,

The California School Employees Association and its Pacific Grove Chapter 229 hereby, submits the following list of articles from the master contract to be "sunshined" under the EERA 3547(a) for the Successor 2020-2023.

The articles from the Classified Bargaining Unit Contract to be sunshined are:

1. ARTICLE 2 – WAGES

In order to attract and retain employees, CSEA will propose a fair and equitable pay raise for the 2019-20 school year; Professional Growth and Staff Development

- 2. ARTICLE 3 HEALTH AND WELFARE BENEFITS

 Affordable and adequate coverage for employees for the 2019-20 school year
- 3. ARTICLE 4 HOURS OF EMPLOYMENT

 CSEA will propose language to include the school calendar
- ARTICLE 15 -ORGANIZATIONAL SECURITY
 Update language to address recent changes in the law concerning agency shop.

In addition, CSEA has an interest in negotiating the effects of Education Code 45113 concerning the probationary period for classified employees; SB 328 concerning the later start time for High Schools and Middle School; the use of security cameras in and around district properties; updating contract language to remove outdated terms.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

	□Consent
	☐ Information/Discussion
	⊠Action/Discussion
	☐ Public Hearing
SUBJECT: Approval of California School Employees Association DATE: March 5, 2020	on Sunshine List, 2019-20
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superinte	ndent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the sunshine topics for the 2019-20 California School Employees Association (CSEA) negotiations. [A copy of the sunshine list was posted at each school site five business days prior to the Board meeting.]

INFORMATION:

Government Code Section 3457 provides the basis and procedures for the recognition of the California School Employees Association's initial proposal for negotiations with the Pacific Grove Unified School District for the 2019-20 school year. The public hearing will provide an opportunity for the community to comment on the following:

1. ARTICLE 2 – WAGES

In order to attract and retain employees, CSEA will propose a fair and equitable pay raise for the 2019-20 school year; Professional Growth and Staff Development

- 2. ARTICLE 3 HEALTH AND WELFARE BENEFITS
 - Affordable and adequate coverage for employees for the 2019-20 school year
- 3. ARTICLE 4 HOURS OF EMPLOYMENT

CSEA will propose language to include the school calendar

4. ARTICLE 15 -ORGANIZATIONAL SECURITY

Update language to address recent changes in the law concerning agency shop.

In addition, CSEA has an interest in negotiating the effects of Education Code 45113 concerning the probationary period for classified employees; SB 328 concerning the later start time for High Schools and Middle School; the use of security cameras in and around district properties; updating contract language to remove outdated terms.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

FISCAL IMPACT:

To be assessed during negotiations.



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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950

Ralph Gomez Porras Superintendent (831) 646-6520 Fax (831) 646-6500 rporras@pgusd.org Song Chin-Bendib Assistant Superintendent Business Services (831) 646-6509 schinbendib@pgusd.org

PUBLIC HEARING NOTICE

At the Board of Education meeting to be held at 6:30 p.m. on Thursday, March 19, 2020, at 435 Hillcrest Avenue, Pacific Grove, California at the District Office, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the California School Employees Association for the 2019- 20 School Year

The California School Employees Association has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association.

Government Code Section 3457 provides the basis and procedures for the recognition of the California School Employees Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2019-20 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The California School Employees Association is proposing to negotiate the following sections of the Classified Bargaining Unit Agreement:

1. ARTICLE 2 – WAGES

In order to attract and retain employees, CSEA will propose a fair and equitable pay raise for the 2019-20 school year; Professional Growth and Staff Development

2. ARTICLE 3 – HEALTH AND WELFARE BENEFITS

Affordable and adequate coverage for employees for the 2019-20 school year

3. ARTICLE 4 – HOURS OF EMPLOYMENT

CSEA will propose language to include the school calendar

4. ARTICLE 15 -ORGANIZATIONAL SECURITY

Update language to address recent changes in the law concerning agency shop.

In addition, CSEA has an interest in negotiating the effects of Education Code 45113 concerning the probationary period for classified employees; SB 328 concerning the later start time for High Schools and Middle School; the use of security cameras in and around district properties; updating contract language to remove outdated terms.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

Posted: March 5, 2020 at the PGUSD District Office and all school sites

February 18, 2020

Dear Dr. Ralph Porras,

The California School Employees Association and its Pacific Grove Chapter 229 hereby, submits the following list of articles from the master contract to be "sunshined" under the EERA 3547(a) for the Successor 2020-2023.

The articles from the Classified Bargaining Unit Contract to be sunshined are:

1. ARTICLE 2 – WAGES

In order to attract and retain employees, CSEA will propose a fair and equitable pay raise for the 2019-20 school year; Professional Growth and Staff Development

- 2. ARTICLE 3 HEALTH AND WELFARE BENEFITS

 Affordable and adequate coverage for employees for the 2019-20 school year
- 3. ARTICLE 4 HOURS OF EMPLOYMENT

 CSEA will propose language to include the school calendar
- 4. ARTICLE 15 -ORGANIZATIONAL SECURITY

 Update language to address recent changes in the law concerning agency shop.

In addition, CSEA has an interest in negotiating the effects of Education Code 45113 concerning the probationary period for classified employees; SB 328 concerning the later start time for High Schools and Middle School; the use of security cameras in and around district properties; updating contract language to remove outdated terms.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

□ Consent
☐ Information/Discussion
☐ Action/Discussion
⊠Public Hearing

SUBJECT: Public Hearing of Pacific Grove Unified School District Classified Negotiations Sunshine

Topics for 2019-20

DATE: March 19, 2020

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

RECOMMENDATION:

The Administration recommends that the Board hold a public hearing of the Pacific Grove Unified School District Classified negotiations sunshine topics for 2019-20.

INFORMATION:

Government Code Section 3457, Section A, the Pacific Grove Unified School District administration presents ("sunshines") the following bargaining proposals/topics for inclusion in contract negotiations with CSEA for the 2019-20 school year.

The public hearing will provide an opportunity for the community to comment on the following:

Article II. Wages

Article III Health and Welfare Benefits

Article VI Vacation Policies

Review language and process for updates and clarification

FISCAL IMPACT:

To be determined pending the outcome of negotiations



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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950
Song Chin Bendib

Ralph Gomez Porras Superintendent (831) 646-6520 Fax (831) 646-6500 rporras@pgusd.org

Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

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Initial Proposal for Negotiations Submitted by the Pacific Grove Unified School District and the California School Employees Association for the 2019-20 School Year.

The California School Employees Association, has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association. Government Code Section 3457 provides the basis and procedures for the recognition of the California School Employees Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2019-20 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The Pacific Grove Unified School District is proposing to negotiate the following sections of the Classified Bargaining Unit Agreement:

Article II. Wages

Article III Health and Welfare Benefits

Article VI Vacation Policies

Review language and process for updates and clarification

Posted: March 5, 2020 at the PGUSD District Office and school sites

□Consent
□Information/Discussion
⊠Action/Discussion

SUBJECT: Approval of Pacific Grove Unified School District Classified Negotiations Sunshine Topics for 2019-20

DATE: March 19, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Pacific Grove Unified School District Classified negotiations sunshine topics for 2019-20.

INFORMATION:

Government Code Section 3457, Section A, the Pacific Grove Unified School District administration presents ("sunshines") the following bargaining proposals/topics for inclusion in contract negotiations with CSEA for the 2019-20 school year.

Article II. Wages

Article III Health and Welfare Benefits

Article VI Vacation Policies
Review language and process for updates and clarification

FISCAL IMPACT:

To be determined based on outcome of negotiations



www.pgusd.org

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950

Ralph Gomez Porras Superintendent (831) 646-6520 Fax (831) 646-6500 rporras@pgusd.org Song Chin Bendib Assistant Superintendent Business Services (831) 646-6509 schinbendib@pgusd.org

PUBLIC HEARING NOTICE

At the Board of Education meeting to be held at 6:30 p.m. on Thursday, March 19, 2020 at 435 Hillcrest Avenue, Pacific Grove, California at the District Office, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the Pacific Grove Unified School District and the California School Employees Association for the 2019-20 School Year.

The California School Employees Association, has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association. Government Code Section 3457 provides the basis and procedures for the recognition of the California School Employees Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2019-20 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The Pacific Grove Unified School District is proposing to negotiate the following sections of the Classified Bargaining Unit Agreement:

Article II. Wages

Article III Health and Welfare Benefits

Article VI Vacation Policies
Review language and process for updates and clarification

Posted: March 5, 2020 at the PGUSD District Office and school sites

\Box Consent
□Action/Discussion
□Information/Discussion
⊠Public Hearing
Public Hearing of the <i>National Geographic: World Cultures and Geography (2017)</i> Textbook for 9 th Grade Social Studies at Pacific Grove High School
March 19, 2020

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

RECOMMENDATION:

The District Administration recommends the Board hold a public hearing for the 9th grade course textbook: *National Geographic: World Cultures and Geography (2017)*

BACKGROUND:

The textbook currently in use, World Geography: Building a Global Perspective (2009), is obsolete. Online support materials for all aspects of the text (teacher and student) are no longer available. The textbook itself is no longer in print. Content is outdated, including sections on the "upcoming" launch of the International Space Station, and the "new" field of GPS. Infographics cite statistics that are nearly 2 decades old, and several chapters predict future national and international activities (for the distant year 2020) that are no longer accurate or applicable. Supports materials are all in the form of outdated workbooks, photocopies, and large binders of plastic overhead projector sheets that require outdated projector equipment. Maps in all text atlases are inaccurate.

Due to the heavy reliance on current demographic information, and the rapidly advancing technologies used in Geographic Information Systems, the required PGHS 9th grade social science course needs a more modern text. This is a rapidly growing career field and area of research, 9th grade Geography provides students a foundational understanding of geo-literacy, and will provide students a deeper awareness of global issues and current events. 9th grade geography is also the curriculum in which we embed the PGHS Freshman Academy skill-building program.

INFORMATION:

Criteria for new textbook:

- Updated content that aligns with national geography standards
- Includes skill builders that will promote geo-literacy
- Will work well with the Freshman Academy skills program
- Scaffolds of resources available for struggling and accelerated students
- Availability of an online textbook
- Current events connections
- Inclusion of physical geography topics
- Availability of Spanish editions for students
- Teacher and student resources available in online and alterable formats (so teachers may alter assignments/tests)

- Availability of online access to student and teacher materials that would match the life of the adoption (10-year text adoption/rotation in PGHS)
- Aligns with other adopted Soc. Science textbooks and the content and standards of those courses; foundational review for World History, US History, Government/Economics coursework
- Cost

Several textbooks were reviewed, including *National Geographic: World Cultures and Geography* from Cengage, *World Geography Today* from Houghton Mifflin, *World Geography* from Pearson, and *Geography: The Human and Physical World* from McGraw-Hill.

National Geographic: World Cultures and Geography is the text that was selected. The National Geographic text (2017) met all of the criteria we outlined, and was selected for a variety of additional reasons. The National Geographic text addresses the 18 National Geography Standards, including the kinds of human and physical geography topics and skills outlined by the California Social Sciences Framework, and by the California Geographic Alliance. It also best combines with the PGHS Freshman Academy by incorporating more frequent opportunity for students to practice said learning skills. Approximately every 2 pages, students are prompted to apply at least 3 academic skills. There are myriad opportunities for practicing the 5 stages of Focused Note-Taking, and to participate in inquiry-driven original research. It also includes several dynamic mini-lessons that utilize online interactions with National Geographic Explorers- experts out in the field who bring current geographical events to life in the classroom. Since PGHS Social Sciences, grades 10-12, are all taught as survey-style courses, this text will match that pedagogy, but because of its thematic connections, will also allow for the more project-based instructional approach of the 9th grade Academy teachers. A list of included tools, activities, and resources is listed below:

- 10 year licenses on books and TE materials, at the least expensive cost
- Print and digital formats
- Interactive Map tools (Web GIS)
- Vocabulary notebook
- Digital resource library
- Videos and video clips from National Geographic; features over 30 National Geographic explorers with whom classes can do interactive lessons
- Guided Writing/ELA components (focus on analytical, expository, and argumentative writing)
- Interactive Whiteboard activities
- Formative and summative assessment tools
- Cooperative Learning strategies, Vocabulary Strategies, & Graphic Organizers all incorporated into text
- Standardized Test Practice
- Strategies for differentiation (includes upper, typical, and intervention levels)
- Spanish resources/versions available
- Aligned to "Best Practices for Active Teaching and Learning"
- Aligned to College, Career, and Civic Life Framework for Social Studies

FISCAL IMPACT:

\$33,432.85 funded by the 2020-21 District textbook budget.



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435 Hillcrest Avenue

Ralph Gomez Porras Superintendent (831) 646-6520 Fax (831) 646-6500 rporras@pgusd.org **Song Chin-Bendib Assistant Superintendent**Business Services
(831) 646-6509
schinbendib@pgusd.org

Pacific Grove, CA 93950

PUBLIC HEARING NOTICE

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, March 19, 2020, pursuant to Education Code Section 60119 and 60422:

PUBLIC DISCLOSURE OF PACIFIC GROVE HIGH SCHOOL GEOGRAPHY NATIONAL GEOGRAPHIC WORLD CULTURES AND GEOGRAPHY TEXTBOOK

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m. at the Pacific Grove Unified District Office, located at 435 Hillcrest Ave., in Pacific Grove.

Copies of the Pacific Grove High School Geography *National Geographic World Cultures and Geography* textbook will be available for public viewing beginning Thursday, March 5, 2020 through Thursday, March 19, 2020.

For more information, please contact Ani Silva, Director of Curriculum and Special Projects at 831-646-6508.

Posted: March 5, 2020

	□Consent □Action/Discussion	
	☐Action/Discussion ☐Information/Discussion	
	□Public Hearing	
SUBJECT: District Update on Response to COVID-19		
DATE: March 19, 2020		
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent		

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

□Consent
□Information/Discussion
⊠Action/Discussion
□Public Hearing
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SUBJECT: 2020-21 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP)

DATE: March 19, 2020

PERSON(S) RESPONSIBLE: Shane Steinback, Pacific Grove High School Assistant Principal/CTE Coordinator

RECOMMENDATION:

The Administration recommends that the Board review and approve the 2020-21 College and Career Access Pathways Partnership Agreement (CCAP) between the Monterey Peninsula Community College District (MPCCD).

BACKGROUND:

California Assembly Bill 288 (AB 288) established the College and Career Access Pathways Act to authorize California Community College districts to enter into formal partnership agreements with local school districts to expand access to concurrent enrollment opportunities for high school students. The partnership agreement shall outline the terms of their partnership, such as the schedule of eligible courses that can be offered, thresholds for the academic readiness of pupils, protocols for sharing and joint facilities use, language pertaining to reimbursement, and requirements of instructors.

The new California College and Career Indicator (CCI) includes Dual Enrollment in two of its five factors for *Prepared* high school graduates that are considered college and career ready.

INFORMATION:

Pacific Grove High School will be offering 13 Dual Enrollment CTE courses during the 2020-21 school year; each will last one semester and take place on the PGHS campus in rooms I-1 (Culinary/Hospitality), B-4 (Networking), and O-3 (Photo): Fall 2020 – Comp. Info Systems (MPC course CSIS 1), Culinary Foundations, Bakeshop: Breads, Bakeshop: Pies & Tarts, and Urban Agriculture (MPC course HOSP 23, HOSP 77, HOSP 81, & HOSP 21), and Photo I (MPC course ARPT 12A). Spring 2021 – Intro to Comp. Hardware (MPC Course CSIS 75), Bakeshop: Basics of Baking, French Pastries, Catering, Bakeshop: Cakes, & Hosp. Work Experience (HOSP 78, HOSP 83, HOSP 20, HOSP 82, & COOP 91.21) and Photo II (MPC course ART 11A). All courses will be free of charge to PGHS students and will earn them industry certifications. These Dual Enrollment opportunities will allow students to earn college credit without a high-stakes test. More Dual Enrollment courses are planned for the 2021-22 school year.

FISCAL IMPACT:

PGUSD will be offering 4 sections of dual enrollment classes in 2020-21. Within these 4 sections there will be a total of 13 dual enrolled classes. Eleven of these dual enrolled classes PGUSD will receive MPC Reimbursement. Two of these dual enrolled classes will be taught by an MPC employee on site at Pacific

Grove High School at zero cost to the district. Three of these sections are paid by the General Fund. The breakdown is as follows:

- 1 section of photography (.20 FTE) will be paid by General Fund
- 2 sections of culinary (.40 FTE) will be paid by General Fund
- MPC will separately reimburse PGUSD approximately \$21,000 for the 11 dual enrolled classes being taught by PGUSD employees which is an increase of approximately \$1000 from 2019-20.

COLLEGE AND CAREER ACCESS PATHWAYS A DUAL ENROLLMENT PARTNERSHIP AGREEMENT 2020-2021

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Monterey Peninsula College ("COLLEGE") a college of the Monterey Peninsula Community College District ("MPCCD"), 980 Fremont Street, Monterey, CA 93940, and Pacific Grove Unified School District hereinafter known as "SCHOOL DISTRICT".

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Monterey Peninsula Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades K-12 located in Monterey County and within the regional service area of MPCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, MPCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office and COLLEGE;

NOW THEREFORE MPCCD and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 2020 and ending on June 30, 2021, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students projected to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 COLLEGE and SCHOOL DISTRICT shall each present, take comments from the public on, and approve or disapprove the dual enrollment partnership agreement at an open public meeting.

2. DEFINITIONS

- 2.1 CCAP Agreement Courses Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of MPCCD and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)
- 2.3 Pupil or Student A resident or nonresident student attending high school in California. High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by section 4901.1

- 3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY
 - 3.1 Student Eligibility High school students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)
 - 3.2 Student Selection and Enrollment Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by the COLLEGE and shall be in compliance with applicable law and MPCCD standards and policies.
 - 3.3 College Admission and Registration Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and MPCCD policy.
 - 3.4 Student Records It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
 - 3.5 Priority Enrollment A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)

52

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures; and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

5. PARTICIPATING STUDENTS

5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all MPCCD prerequisite requirements as established by the MPCCD and stated in the COLLEGE catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including admissions and records, counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 COLLEGE shall ensure that additional support is available to students with disabilities. Participating students at the COLLEGE must be deemed eligible for services through the COLLEGE program for students with disabilities and will receive only the services authorized by the COLLEGE.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9 A course dropped within the MPCCD drop "without a W" deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)

- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course solely to high school students. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with MPCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructors are part of an approved Instructional Service Agreement as required by MPCCD Business Procedure.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MPCCD as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or MPCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with MPCCD academic standards. The site visits and instructor evaluation process for any instructor who is also an employee of the SCHOOL DISTRICT will be determined and detailed in an Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT.

- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with MPCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with MPCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors teaching college courses, including those who are SCHOOL DISTRICT employees.
- 6.15 Degree and Certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs.
- 6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide remedial support that will allow students to meet college level requirements for COLLEGE courses.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither COLLEGE nor SCHOOL

- DISTRICT may abandon or assign their obligations under the law, including Title IX.
- 7.5 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 and/or Education Code Section 87013 as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 and/or Education Code Section 87408.6 as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site. Instructors shall be employed in accordance with Education Code Sections 87405 et seq. when the COLLEGE is designated the employer of record.
- 7.7 Faculty will complete mandatory training as required by the employer of record.
- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Prior to teaching, faculty provided by the COLLEGE shall receive training and orientation from SCHOOL DISTRICT regarding, but not limited to, SCHOOL DISTRICT policies, practices and requirements. Said training shall be approved by and provided by the SCHOOL DISTRICT.
- 7.10 Faculty provided by the SCHOOL DISTRICT are eligible to participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field. Adjunct faculty are not required to participate in these activities however, they are encouraged to participate.
- 7.11 Performance of faculty members employed by the COLLEGE shall be evaluated by the COLLEGE using the existing procedures as outlined in Article 14 Evaluation of the Agreement between Monterey Peninsula Community College District (MPCCD) and Monterey Peninsula College Teachers Association (MPCTA). In cases where a faculty member is employed by the SCHOOL

DISTRICT to teach AB288 courses, the performance expectations and evaluation process will be detailed in an Instructional Service Agreement between the COLLEGE and SCHOOL DISTRICT. The Agreement between MPCCD and the Monterey Peninsula College Teachers Association (MPCTA) is available at http://www.mpc.edu/home/showdocument?id=5521.

- 7.12 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of MPCCD specifically with regard to their duties as instructors of record for the college course.
- 7.13 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by MPCCD.

8. ADDITIONAL PERSONNEL AND VOLUNTEERS

- 8.1 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.
- 8.2 Personnel (including tutors and volunteers) working with students shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to provide services on a SCHOOL DISTRICT site offered as part of this CCAP Agreement.
- Personnel and volunteers will complete mandatory training as required by the employer of record.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 9.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with MPCCD policies and standards. Sec. 2 (c)(2)
- 10.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with MPCCD policy and COLLEGE procedures and academic standards.
- 10.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.

- 10.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 10.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
 - The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

11. APPORTIONMENT

- 11.1 MPCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 11.3 MPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 11.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2 MPCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that MPCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 12.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 12.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 12.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

12.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (1)

13. PROGRAM IMPROVEMENT

13.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

14. RECORDS

- 14.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 14.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

15. REIMBURSEMENT

15.1 Upon approval of the CCAP Agreement by both boards, the COLLEGE and SCHOOL DISTRICT will sign an Instructional Service Agreement to formalize staff teaching assignments and reimbursement schedules.

16. FACILITIES

- 16.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to MPCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

13 | Page

16.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

17. INDEMNIFICATION

- 17.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and MPCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 17.2 The MPCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of MPCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the MPCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

18. INSURANCE

The SCHOOL DISTRICT, in order to protect the MPCCD, its agents, employees 18.1 and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and MPCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to MPCCD.

18.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and MPCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

19. NON-DISCRIMINATION

19.1 Neither the SCHOOL DISTRICT nor the COLLEGE and MPCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

20. TERMINATION

20.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 21 below.

21. NOTICES

21.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940
Attn: Laurence E. Walker - Vice President of Student Services

SCHOOL DISTRICT
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950
Attn: Shane Steinback, Pacific Grove High School Assistant Principal

Note: All referenced Sections from AB 288 (Education Code § 76004)

15 | Page

22. INTEGRATION

22.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. MODIFICATION AND AMENDMENT

23.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

24. GOVERNING LAWS

24.1 This agreement shall be interpreted according to the laws of the State of California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 For locations outside the geographical boundaries of MPCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

26. SEVERABILITY

26.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

27. COUNTERPARTS

27.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Execu	uted on $3/3/2020$		21.	
Ву: _	SCHOOL DISTRICT	Ву:	COLLEGE	
Ву:	Dell			

Note: All referenced Sections from AB 288 (Education Code § 76004)

16 | Page

Monterey Peninsula COMMUNITY COLLEGE DISTRICT

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Monterey Peninsula College ("COLLEGE") a college of the Monterey Peninsula Community College District (MPCCD), 980 Fremont Street, Monterey, CA 93940 and Pacific Grove Unified School District (SCHOOL DISTRICT.")

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that one public (adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before **June 30** and follow the protocols set forth in (a) and (b) of this section.
- d. MPCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
MPCCD:	Laurence E. Walker, Vice-President of Student Services	(831) 646-4191	lwalker@mpc.edu
School District:	Shane Steinback, Pacific Grove High School Assistant Principal	(831) 646-6590 ext. 274	steinback@pgusd.org

2. STUDENT SELECTION

- a. Minimum School Day The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. *Preamble and Sec. 2 (c)(1)*
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p)(1-3)

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. CCAP AGREEMENT PROGRAM YEAR FALL 2020 - COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2020-2021 COLLEGE: M

COLLEGE: Monterey Peninsula College

SCHOOL DISTRICT: Pacific Grove Unified School District

A. 1 HIGH SCHOOL: Pacific Grove High School

EDUCATIONAL PROGRAM: Art Photography

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30 TOTAL PROJECTED FTES: 3

COURSE NAME	COURSE NUMBER	UNITS	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Digital Photography	ARTP 12A	3	Fall	TBD	TBD	PGUSD Staff	□ CC [X] HS	□ CC [X] HS
Photography II	ARTP 11B	3	Spring	TBD	TBD	PGUSD Staff	□ CC [X] HS	□ CC [X] HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. As Pacific Grove High moves toward an Early College High School, the goal is that all students will have completed at least four college courses by the time they graduate from high school. A further goal is that students who choose can graduate from high school having also earned a Certificate of Training and be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

Note: All referenced Sections from AB 288 (Education Code § 76004)

19 | Page

A. 2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district

students participating as	part of this CCAP ag	reement will be borne b	y school district.
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COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Digital Photography	No textbook required	\$0.00		
Photography I: Black and White	No textbook required	\$0.00		

B. 1 HIGH SCHOOL: Pacific Grove High School

EDUCATIONAL PROGRAM: Computer Networking and Security

TOTAL NUMBER OF STUDENTS TO BE SERVED: 60	TOTAL PROJECTED FTES: 6
	TOTAL TROUBETED TIES. 0

COURSE NAME	COURSE NUMBER	UNITS	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Computer Information Systems	CSIS 1	3	Fall	TBD	TBD	MPC Staff	[X] CC 🗆 HS	□ CC [X] HS
Introduction to Computer Hardware/A+ Prep	CSIS 75	4	Spring	TBD	TBD	MPC Staff	[X] CC 🗆 HS	□ CC [X] HS
Networking Fundamentals	CSIS 76A	4	Fall	TBD	TBD	MPC Staff	[X] CC 🗆 HS	□ CC [X] HS
Networking Security Fundamentals/Security + Prep	CSIS 86	3	Spring	TBD	TBD	MPC Staff	[X] CC 🗆 HS	□ CC [X] HS
Routing and Switching Basics	CSIS 177A	3	Spring	TBD	TBD	MPC Staff	[X] CC 🗆 HS	□ CC [X] HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

Note: All referenced Sections from AB 288 (Education Code § 76004)

20 | Page

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. As Pacific Grove High moves toward an Early College High School, the goal is that all students will have completed at least four college courses by the time they graduate from high school. A further goal is that students who choose can graduate from high school having also earned a Certificate of Training and be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

B. 2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district

students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
CSIS 1 Computer Information Systems	Computer Concepts 2014: Compr (New Persp)(w/out Access) Edition: 16th ISBN: 9781285096926 Author: Parsons Publisher: Course Technology Formats: PAPERBACK, BryteWave Format	\$200.25		
CSIS 75 Introduction to Computer Hardware/A+ Prep	No textbook required	\$0.00		
CSIS 76A Networking Fundamentals	No textbook required	\$0.00		
CSIS 86 Networking Security Fundamentals/Security + Prep	Online license	\$50.00		
CSIS 177A Routing and Switching Basics	No textbook required			

C. 1 HIGH SCHOOL: Pacific Grove High School

EDUCATIONAL PROGRAM: Sustainable Culinary Arts

TOTAL NUMBER OF STUDENTS TO BE SERVED: 65	TOTAL PROJECTED FTES: 13

COURSE NAME	COURSE NUMBER	UNITS	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Catering	HOSP 20	2	Spring	TBD	TBD	PGUSD Staff	□ CC [X] HS	□ CC [X] HS
Urban Agriculture Culinary Arts	HOSP 21	1.5	Fall	TBD	TBD	PGUSD Staff	□ CC [X] HS	CC [X] HS
Culinary Foundations of Professional Cooking 1	HOSP 23	3	Fall	TBD	TBD	PGUSD Staff	□ CC [X] HS	□ CC [X] HS
Practices in Hospitality	HOSP 66	1	Fall/ Spring	TBD	TBD	PGUSD Staff	□CC [X] HS	□ CC [X] HS
Bakeshop: Yeasted and Non-Yeasted Breads	HOSP 77	0.5	Fall	TBD	TBD	PGUSD Staff	□ CC [X] HS	□ CC [X] HS
Bakeshop: Basic Baking Techniques	HOSP 78	1	Spring	TBD	TBD	PGUSD Staff	□ CC [X] HS	□ CC [X] HS
Pies and Tarts	HOSP 81	0.5	Fall	TBD	TBD	PGUSD Staff	□ CC [X] HS	□ CC [X] HS
Bakeshop: Cakes, Tortes and Decorating Techniques	HOSP 82	1	Spring	TBD	TBD	PGUSD Staff	□CC [X] HS	□ CC [X] HS
French Pastries and Restaurant Style Desserts	HOSP 83	0.5	Spring	TBD	TBD	PGUSD Staff	□CC [X] HS	□ CC [X] HS
Work Experience	COOP 91.21	1-2	Spring	TBD	TBD	PGUSD Staff	□ CC [X] HS	□ CC [X] HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

Note: All referenced Sections from AB 288 (Education Code § 76004)

22 | Page

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

C. 2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district

students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
HOSP 20 Catering	None		None	
HOSP 21 Urban Agriculture Culinary Arts	None		None	
HOSP 23: Culinary Foundations of Professional Cooking 1	Professional Chef (Study Guide) Author: Culinary Inst of America Edition: 9th ISBN: 9781118139882 Copyright Year: 2011 Publisher: John Wiley & Sons, Incorporated Professional Chef Author: Culinary Inst of America Edition: 9th ISBN: 9780470421352 Copyright Year: 2011 Publisher: John Wiley & Sons, Incorporated		Material Fees	\$80.00
HOSP 66 Practices in Hospitality	None		None	
HOSP 77 Bakeshop: Yeasted and Non-Yeasted Breads	None		Materials Fee	\$20

HOSP 78 Bakeshop: Basic Baking Techniques	None	Materials Fee	\$20
HOSP 81 Pies and Tarts	None	Materials Fee	\$10
HOSP 82 Bakeshop: Cakes, Tortes and Decorating Techniques	None	Materials Fee	\$20
HOSP 83 French Pastries and Restaurant Style Desserts	None	Materials Fee	\$10
COOP 91.21 Work Experience			

Note: All referenced Sections from AB 288 (Education Code § 76004)

5. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before June 30 and shall be reported annually in compliance with all applicable state and federal privacy laws. The MPCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t) (1)(A)
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t) (1)(B)
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t)(1)(C)
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. Sec. 2 (t)(1)(D)
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

6. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

7. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from redisclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

8. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
Pacific Grove High School	TBD	TBD	TBD
Pacific Grove High School	TBD	TBD	TBD

Note: All referenced Sections from AB 288 (Education Code § 76004)

	□Consent □Information/Discussion ☑Action/Discussion □Public Hearing							
SUBJECT: Adoption of Resolution No. 1045 Supporting the 2020 U.S. Census								
DATE: March 19, 2020								
PERSON RESPONSIBLE: Ralph Gómez Porras, Superintendo	ent;							

RECOMMENDATION:

The Administration recommends that the Board of Education adopt Resolution No. 1045 supporting the 2020 U.S. Census.

BACKGROUND:

This resolution was recommended to the Board at the request of a parent and community member and action herein is recommended by the Monterey County Office of Education.

INFORMATION:

Pacific Grove Unified School District Board of Education recognizes the importance of the 2020 U.S. Census. The primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups and that challenge is amplified in California, given the size of the state and the diversity of communities. California, with diverse communities and demographic populations, has a large percentage of individuals who are considered traditionally hard to count and are at risk of being missed in the 2020 Census. Pacific Grove Unified School District will work in coordination with the Monterey County Office of Education on related projects regarding the Census, as appropriate for our school community.

FISCAL IMPACT:

None.

RESOLUTION NO. 1045

Pacific Grove Unified School District Board of Education Resolution No. 1045 Supporting 2020 U.S. Census

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years and the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups and that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California, with diverse communities and demographic populations, has a large percentage of individuals who are considered traditionally hard to count and are at risk of being missed in the 2020 Census; and

WHEREAS, a complete and accurate count of California's population is essential and California's leaders have dedicated a historic amount of funding and resources to ensure every Californian is counted only once and in the right place; and

WHEREAS, California receives nearly \$77 billion in federal funding that relies, in part, on census data; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives, in redistricting of state legislatures, county boards of supervisors and city councils and is used to distribute billions of dollars in federal funds to state and local governments; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count and this includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and

WHEREAS, support from partners and stakeholders is critical as the U.S. Census Bureau is facing several challenges with Census 2020, including constrained fiscal environment, rapidly changing use of technology, declining response rates, increasingly diverse and mobile population; and

WHEREAS, the Monterey County Office of Education has opted in for a California Complete Count Census 2020 Grant and has developed a County Office Education Outreach Plan: designating parent centers or other school locations as Census Questionnaire Assistance Centers (QACs) and Questionnaire Assistance Kiosks (QAKs); inviting students to participate in the Census 2020 Art and Public Service Announcement (PSA) Contests; recommending school districts to adopt resolutions to promote participation in the census; announcing events and meetings, e.g. PTA, ELAC, DELAC, family resource centers, back-to-school nights, open houses and other events where there can be presentations promoting participation in and assistance completing the census survey; and encouraging teachers to implement the "Census 2020: Count Me In!" curricular resources/lesson plans; and

WHEREAS, the Monterey County Office of Education, in partnership with the 2020 Census Complete Count Committee for Monterey County and San Benito County, other local governments, the State, businesses, schools, and community organizations, is committed to robust outreach and communication strategies focusing on reaching the hardest-to-count individuals including high poverty populations and English learners; and

WHEREAS, the Pacific Grove Unified School District will work in coordination with the Monterey County Office of Education on related projects regarding the Census, as appropriate for our school community;

NOW, THEREFORE BE IT RESOLVED that the Pacific Grove Unified School District Board of Education recognizes the importance of the 2020 U.S. Census and hereby adopts Resolution Number 1045 to help ensure a complete, fair, and accurate count of all Monterey County residents and Californians.

Adopted by the Governing Board of the Pacific Grove Unified School District on the 19th day of the month of March in 2020.

Debbie Crandell, President		Cristy Dawson, Clerk
John Paff, Board Member	PACIFIC GROVE SCHOOL DISTRICT A PARTNERSHIP IN EXCELLENCE WWW.pgusd.org	Brian Swanson, Board Member
Jon Walton, Board Member		Ralph Gomez Porras,

□Consent
□Information/Discussion
⊠Action/Discussion
□Public Hearing

SUBJECT: Contract for the Audit of the District Financial Statements

DATE: March 19, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board approve the attached contract for services with the audit firm of Eide Bailly LLP.

BACKGROUND:

Each year, school districts are required to have their financial statements reviewed by an independent audit firm, who then expresses an opinion as to whether the financial statements are presented in conformity with generally accepted accounting principles (GAAP). The selection of the Auditor must be approved by our local Board prior to April 1 of each year, and the County Office of Education must be notified.

INFORMATION:

For several years, the District has used Vavrinek, Trine, Day (VTD), CPAs to perform our independent audit. Last year, VTD was acquired by Eide Bailly LLP. Thus, part of the year, the firm of Eide Bailly finished the 2018-19 fiscal year audit although the same audit team was performing the audit work. The District will go out for Request For Proposals (RFP's) from different independent audit companies for 2020-21 and beyond. Given the constraint of time, staff recommends that the District renew the contract with Eide Bailly for one year, 2019-20 fiscal year audit and then go out for RFP's for subsequent fiscal years.

This contract is for one year, covering the audit of the District's financial statements for 2019-20. This contract will cover the field work in April 2020 and final audit work in October/November 2020.

FISCAL IMPACT:

\$34,420 for the 2019-20 financial audit from the General Fund and \$5,000 from the Education Technology Bond, Fund 21 for the bond financial and performance audit. \$34,420 is a 5% increase from 2018-19 while \$5,000 Bond audit is 17% less than 18-19 at \$6,000.

CONTRACT FOR AUDITING

This agreement made and entered into this 27th of February 2020, between the Governing Board of the Pacific Grove Unified School District, of Monterey County, State of California, hereafter referred to as "District" and Eide Bailly, LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the one-year period beginning July 1, 2019 and ending June 30, 2020 including such time as to complete the audit.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Pacific Grove Unified School District as of and for the years ended June 30, 2020, and the related notes to the financial statements, which collectively comprise Pacific Grove Unified School District's basic financial statements in addition to the Proposition 51 required financial and performance audit on the District's bond proceeds. In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2020.. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1. Management's Discussion and Analysis.
- 2. Budgetary Comparison Schedules.
- 3. Schedule of Other Postemployment Benefits (OPEB) Funding Progress.
- 4. Schedule of Proportionate Share of Net Pension Liability and Related Ratios.
- 5. Schedule of Contributions.

Supplementary information other than RSI will accompany Pacific Grove Unified School District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1. Schedule of Expenditures of Federal Awards (if applicable)
- 2. Schedule of Average Daily Attendance
- 3. Schedule of Instructional Time
- 4. Reconciliation of Annual Financial and Budget Report With Audited Financial Statements
- 5. Schedule of Financial Trends and Analysis

81

6. Combining Statements of Non-Major Governmental Funds

Schedule of Expenditures of Federal Awards (if applicable)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

PGUSD

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Pacific Grove Unified School District's basic financial statements. Our report will be addressed to the governing body of Pacific Grove Unified School District. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with State Compliance audit areas as required to be tested by the current copy of the *Guide for Annual Audits of K-12 Local Educational Entities and State Compliance Reporting*.

Audit of Major Program Compliance (if applicable)

If your total federal expenditures exceed \$750,000, our audit of Pacific Grove Unified School District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other Services

We will also prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles, schedule of expenditures of federal awards, and related notes of the Organization in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you. We will also provide other nonattest services related to completion of the auditee's portion of the Data Collection Form, preparation of proposed adjusting journal entries, and assistance with the preparation of the entity-wide conversion entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error:
- 3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
- 4. For maintaining records that adequately identify the source and application of funds for federally funded activities; For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- 5. For the design, implementation, and maintenance of internal control over federal awards;
- 6. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- 7. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- 8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
- 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- 10. For taking prompt action when instances of noncompliance are identified;

- 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 13. For submitting the reporting package and data collection form to the appropriate parties;
- 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- 15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- 16. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- 17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- 20. For the accuracy and completeness of all information provided;
- 21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to financial statement preparation services, schedule of expenditures of federal awards preparation services, and any other nonattest services we perform including completion of the auditee's portion of the Data Collection Form, preparation of proposed adjusting journal entries; maintenance of depreciation schedules, etc. (include as applicable), District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

85

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Bill C. Williams is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in February of each year beginning with school site visits.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. Our fee for the District audit will be \$34,420 and \$5,000 for the bond financial and performance audit for the fiscal year ending June 30, 2020.

The final installment will represent the ten percent withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Pacific Grove Unified School District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state or federal regulators pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to various regulators who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the administration and School Board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for Pacific Grove Unified School District.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in American Arbitration Association ("AAA").

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement's compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,	
Bie Williams	
Bill C. Williams, Partner Eide Bailly	
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RESPONSE:	
This letter correctly sets forth our understanding.	
Acknowledged and agreed on behalf of Pacific Grove Unified School District by:	
Signature:	
Name:	
Title:	
Date:	

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the *Education Code*, including the required compliance audit provisions of the Uniform Guidance, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

□ Consent
$\square Information/Discussion$
⊠Action/Discussion
□Public Hearing

SUBJECT: Board Calendar/Future Meetings

DATE: March 19, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar, 2019-20 School Year

	Board Meeting Calendar, 2019-20 School	
Jan. 16	Regular Board Meeting ✓ Report on Governor's Budget Proposal	Adult School
Jan. 10		(School Site Visit)
an. 23	✓ Property Tax Update Regular Board Meeting	Community High School
ian. 23	✓ School Accountability Report Cards	(School Site Visit)
	School Accountability Report Cards	(School Site Visit)
	Regular Board Meeting	District Office
Feb. 13	✓ Budget Development Calendar	
	✓ Possible Personnel Action Presented as Information	
	✓ Preliminary Review of Site Master Schedules	
	✓ Possible Personnel Action (RIF)	
	✓ Quarterly Facilities Project Updates*	
	Regular Board Meeting	District Office
Aar. 5	✓ Second Interim Report	
	✓ Budget Revision #3	
	✓ Open House Schedules Reviewed	
	✓ TRAN Resolution	
	Regular Board Meeting	District Office
Mar. 19	✓ Budget Projections and Assumptions	
	✓ Williams/Valenzuela Uniform Complaint Report	
	Regular Board Meeting	District Office
Apr. 2	✓ Review of Strategic Plan and LCAP	
	✓ Approve 2020-21 Aug Dec. Board Meeting Calendar	
	✓ Quarterly District Safety Update	
	Regular Board Meeting	District Office
April 23	✓ Review of Site Master Schedules	
	✓ Review of Strategic Plan and LCAP (as needed)	
	✓ Review of Facilities Depreciation Schedule	
	✓ California Day of the Teacher	
	✓ Week of the CSEA Employee	
	✓ Begin Superintendent Evaluation	
	Regular Board Meeting	District Office
May 7	✓ Continue Superintendent Evaluation	
	✓ Final Review of Site Master Schedules	
	✓ Review of Strategic Plan and LCAP (as needed)	
	✓ Governance Handbook 2020-21	
May TBD	Special Board Meeting	District Office
kIf Needed	✓ Budget Update	
	Regular Board Meeting	District Office
May 21	✓ Week of the CSEA Employee	
	✓ Retiree Reception	
	✓ Review Bell Schedule for 2020-21	
	✓ Complete Superintendent's Evaluation	
	✓ Identify Board Member Representatives for Graduations	•
	✓ Review Facility Use Fee Schedule	
	✓ Review Governor's Revised Budget	
	✓ Suspensions/Expulsions Annual Report	
	✓ Quarterly Facilities Project Updates*	
	✓ Review of Legal Services Costs	
	✓ Solicitation of Funds Report	
	Regular Board Meeting	District Office
une 4	✓ LCAP Public Hearing	
	✓ 2020-21 Budget Public Hearing	

	Regular Board Meeting	District Office
June 18	✓ Adopt Budget for 2020-21	
	✓ Approval of LCAP	
	✓ Approval of Contracts and Purchase Orders for 2020-21	
	✓ Consolidated Application	

^{*} Quarterly Facilities Projects Update as needed

□Consent
⊠Information/Discussion
□Action/Discussion
□Public Hearing

SUBJECT: 2019-20 and 2020-21 Budget Discussion

DATE: March 19, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board begin reviewing key components or assumptions of the District Budget.

BACKGROUND:

The District Budget reflects the educational programs of the District expressed in terms of the allocation of financial resources. As such, the budget includes estimates of the amount of revenues and expenditures, both of which are affected by changes in: property taxes, enrollment, number of employees, and salaries and benefits.

INFORMATION:

This is the first step in developing a base budget for each fiscal year. Below are the fundamentals and the assumptions that applied to these fundamentals. The assumptions used will be updated as time progresses. For Review:

- 1) General Fund
- 2) CBEDS Enrollment
- 3) Staffing
- 4) STRS-PERS costs
- 5) Health Care
- 6) Step and Column
- 7) Site Allocations
- 8) Property Taxes

FISCAL IMPACT:

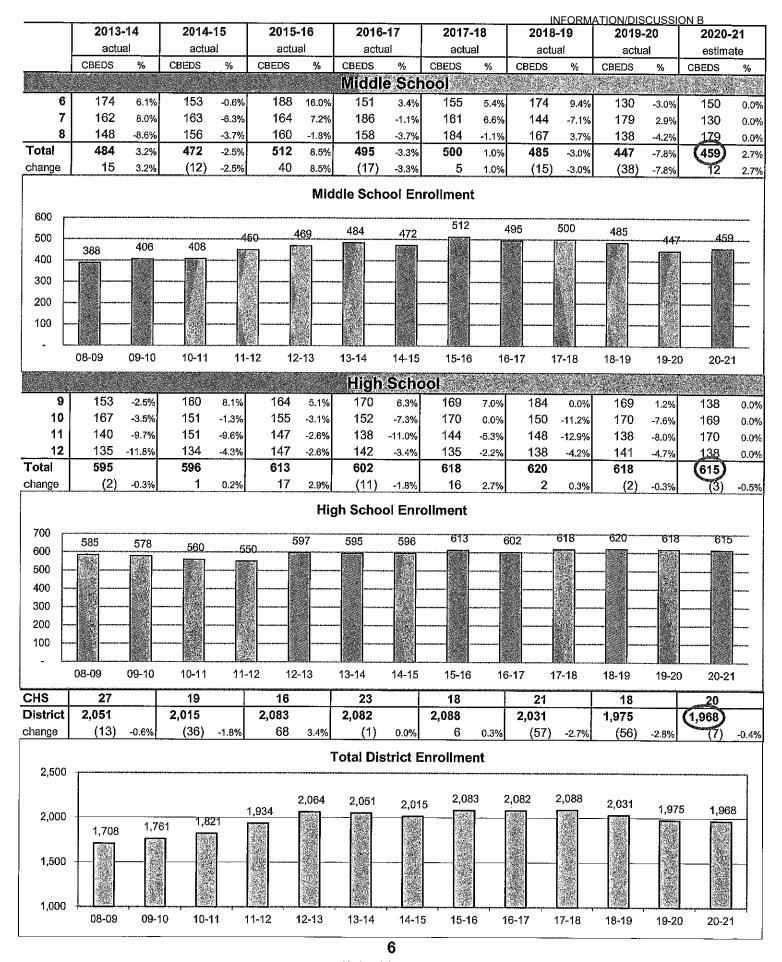
None, this item is for review only.

Fund 1 - General Fund

r dild i - General i dild											
		5.90%	5.96%	6.52%	5.86%	5.86%	4.50%	3.50%			
		2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22			
		Actuals	Actuals	Actuals	First Interim	Second Interim	Estimate	Estimate			
Beginning Fund Balance - R	est	498,525	724,568	446,664	526,947	526,947	-	-			
Beginning Fund Balance - U	nrest.	4,742,364	4,663,312	4,151,404	4,169,419	4,169,422	4,820,592	5,532,106			
Beginning Fund Balance		5,240,889	5,387,880	4,598,068	4,696,366	4,696,369	4,820,592	5,532,106			
							, , , , , ,				
Revenues:											
LCFF Sources	8000	25,912,303	27,410,041	29,357,332	30,673,520	30,658,234	31,924,068	32,952,909			
Federal Sources	8100	614,403	795,584	719,971	660,751	661,753	665,984	670,249			
State Sources	8300	2,354,635	2,245,339	2,700,969	2,660,190	2,658,179	2,647,408	2,544,645			
Local Sources	8600	1,612,235	1,583,927	1,721,841	1,473,355	1,680,769	1,680,769	1,680,769			
Total Revenues		30,493,576	32,034,891	34,500,113	35,467,816	35,658,935	36,918,229	37,848,572			
percent change		2.0%	5.1%	2.7%			3.5%	2.5%			
Expenditures:								2.0,0			
Certificated Salaries	1000	15,120,421	16,068,126	17,073,639	17,036,640	17,036,292	17,253,915	17,521,462			
Classified Salaries	2000		5,892,951	6,579,721	6,497,886	6,521,442	6,637,126	6,754,066			
Employee Benefits	3000	, ,	6,170,056	7,068,637	7,864,292	7,862,747	8,427,967	8,657,896			
Books and Supplies	4000		1,414,682	933,021	1,423,097	1,420,434	1,159,774	1,135,573			
Services and Other	5000		3,114,199	2,435,873	2,295,649	2,581,402	2,698,538	2,697,339			
Capital Outlay	6000		74,062	41,256	85,000	83,000		2,007,000			
Other Outgo	7000	,	40,543	650	42,778	29,395	29,395	29,395			
Total Expenditures		30,435,285	32,774,619	34,132,796	35,245,342	35,534,712	36,206,715	36,795,731			
percent change	•	7.6%	7.7%	-1.6%			1.9%	1.6%			
Surplus (Deficit)		58,291	(739,727)	367,317	222,474	124,223	711,514	1,052,841			
	12							31.0.24.00.00.00.00.00.00.00.00.00.00			
Transfers In (Out)							-				
Fund 11 - Adult Education				(93,891)			İ				
Fund 12 - Child Developme	ent										
Fund 13 - Cafeteria		(50,285)	(50,864)	(58,105)	(9,842)	(9,842)	(75,880)	(75,880)			
Fund 14 - Deferred Mainte	nance							` , ,,			
Fund 20 - Postemploymen	t Ben.	(19,426)									
Other Sources (Uses) But	s/FD 40	158,410		(117,024)		(9,842)	-	-			
Net Transfers In (Out)		88,699	(50,864)	(269,019)	(9,842)	(19,684)	(75,880)	(75,880)			
Ending Fund Balance		5,387,880	4,597,288	4,696,366	4,918,840	4,820,592	5,532,106	6,584,947			
Components of Ending Fur	nd Baland	се									
a Nonspendable - Revolvin	ıg Cash	5,000	5,000	5,000	5,000	5,000	5,000	5,000			
b Restricted (restricted carry	yover)	91,810	446,664	526,947	426,739	438,812	438,812	438,812			
c Committed / Prepaid Exp	١.			3,220	,	,	, i	,			
d Assigned				·							
Prop Tax Reserve (0.50%	(a)	157,551	124,728	132,866	140,648	140,648	146,977	152,122			
Basic Aid Reserve	•	945,304	1,028,873	1,032,054	2,476,386	2,448,471	3,110,003	4,118,513			
Sick Leave Incentive Res	erve	40,000	40,000	70,000	70,000	70,000	70,000	70,000			
Deferred Maint. & RRM Reserve			819,346	539,351	507,361	416,042	436,202	453,873			
STRS/PERS Reserve 2020-21		3,221,392	1,000,994	1,057,412	235,345	235,577	238,910	242,755			
C/o to FD 40; Donations			117,024	297,461				2 72,700			
e 3% Resv for Econ Uncertainties (3		926,824	1,015,438	1,032,054	1,057,360	1,066,041	1,086,201	1,103,872			
Unassigned/Unappropriat	۱,	[[,		(',,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(.,,,,,,,,,	(',,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(',000,201	(1,100,072			
subtotal Unrestricted Reser		5,291,070	4,146,403	4,161,199	4,487,101	4,376,780	5,088,294	6,141,135			
Undesignated Resv Perce		17.4%	12.6%	12.1%	12.7%	12.3%	14.0%	16.7%			
Ending Fund Balance		5,387,880	4,598,067	4,696,366	4,918,840	4,820,592	5,532,106	6,584,947			
		-,,	.,,	-,0,000	-,,	.,020,002		0,007,047			

Enrollment - CBEDS

Actual		1												·			
CBEDS		1		2014-15				l		l							
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TK		CBEDS	70	CBEDS	70	CBEDS	70	CREDS	%	CREDS	%	CBEDS	%	CBEDS	%	CBEDS	
No. Color	317		Section 1			No. 1		Fore	st Gro	ove		· 41 .	* · · · · · · · · · · · · · · · · · · ·				
K	TK	22		27		26		28	•	27		26		25		26	
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## 4 89 9.9% 75 11.9% 71 2.9% 68 -2.9% 76 5.6% 73 -5.2% 68 -6.8% 56 0.9% Total	2	! 71	-7.8%		1.5%		3.1%	80	-2.4%	66	-9.6%	89	3.5%	61	5.2%	62	0.0%
Total 458	3	•	-14.1%		-2.8%		1.4%	l	9.1%	77	-3.8%	63	-4.5%	82	-7.9%	61	0.0%
Total dass	•				11.9%		2.9%	l	-2.9%		5.6%		- 5.2%		-11.1%	82	0.0%
Change (31) 6.3% 2 0.4% 10 2.2% 2 0.4% (9) -1.9% (19) -1.9% (22) -5.0% 1 0.2%			-10.5%		-12.4%		2.7%		-7.0%		-2.9%		-7.9%	****	-6.8%	The state of the s	0.0%
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Staffing by Location - 2019-20

	Forest	Robert	Middle	High	Comm	Adult	David	M&O	Spec	Food	District	Total
Positions	Grove	Down	School	School	High	Ed	Ave	Transp	Ed	Serv	Office	Staffing
Account Clerk I	-	****		0.50								0.50
Admin Secretary I											2.00	2.00
Admin Specialist											2.00	2.00
Admin Asst II-III-IV			1.00	3.50	0.63	1.00						6.13
Bus Drivers/Foreman								3.56				3.56
Campus Supervisor			0.75	1.63								2.38
Career Tech				0.75								0.75
Child care attendant	1.78	1.54				0.63						3.94
Clerk III	0.73	0.75	1.75	1.00		3.24					0.75	8.21
Computer Tech II/Info Tech	1.00	1.00	1.00	1.00		0.50					55	4.50
Coordinator						1.00					1.00	2.00
Counselor	1.00	1.00	1.00	3.00							1100	6.00
Custodian I-II	2.00	3.00	3.00	4.50	0.50	2.00						15.00
Director I								1.00		1.00	3.20	5.20
Director II								.,,,,		1.00	1.00	1.00
Fiscal Officer			ĺ								1.00	1.00
Food Service I-II-III										4.38	1.00	4.38
Grounds								2.00		1.00		2.00
Health Care/Nurse	0.75	0.75	0.75					2,00			1.00	3.25
Inst Assistant II	2.16	1.25	3.00	3.00							1.00	9.41
Inst Assistant (SIP/PE)	4.19	2.90	1.38	0.84		1.13	0.75					11.18
Inst Assistant I	1.18	1.16	1.00	0.38		3.50	0.10					6.21
Library Tech I	``'			0.25		0.00						0.25
Library Tech II	0.75	0.75	0.75	0.20								2.25
Library Tech III	••	55	0	0.25								0.25
Librarian				1.00								1.00
Lunch Noon Duty	1.13	0.88	0.13	1.00								2.13
Maintenance II		0.00	00					3.00			,	3.00
Maintenance III								0.00			,	-
Maintenance Utility		i						1.94				1.94
Office Manager	1.00	1.00						1.01			j	2.00
OT-Occupational Therapist	0.80	0.80					ļ	ļ				1.60
Paraprofessional	4.84	4.13	4.88	3.25		1.30	1.33	}				19.72
Payroll/Benefits				00		1.00	1.00				1.00	1.00
Personnel Spec/Tech								İ			1.88	1.88
Preschool Teacher											1.00	-
Principal Asst			1.00	1.00	•							2.00
Principal	1.00	1.00	1.00	0.80	0.20	0.80						4.80
Psychologist	0.60	.,,,,	1.00	1.00	0.20	0.00						2.60
Rec Attendant	0.00		1,00	1.00								2.00
Rec Coordinator/Lead	1.00	1.00										2.00
Speech Teacher	1.00	1.00	0.80								1.00	3.80
Supt/Asst Supt	1,00		0.00								2.00	2.00
Teachers	30.00	25.90	27.40	33.60	2.00	20.35	2.00				1.20	2.00 142.45
Staffing - 2019-20	56.89	49.80	50.58	61.24	3.33	35.43	4.08	11.50	-	5.38	19.03	297.24
Staffing - 2018-19	57.01	50.33	50.79	59.75	2.83	47.47	8.03	12.19	3.20	5.31	17.58	314.49
Staffing - 2017-18	50.99	49.26	45.94	57.22	3.23	19.58	5.00	12.00	8.60	5.38	17.78	269.98
Staffing - 2016-17	49.74	47.36	44.71	56.63	2.83	17.95		11.75	7.79	5.38	17.78	261.92

20 Updated 12-16-2019

Pacific Grove Unified School District

STRS-PERS Cost Increases

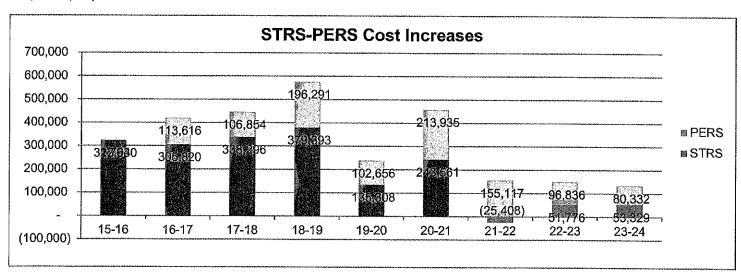
STRS	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Old Rate	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%
Cert Payroll	14,068,329	15,120,421	16,068,126	17,090,953	17,036,292	17,253,915	17,521,462	18,047,106	18,588,520
Cost	1,160,637	1,247,435	1,325,620	1,410,004	1,405,494	1,423,448	1,445,521	1,488,886	1,533,553
New Rate	10.73%	12.58%	14.43%	16.28%	1 7.10 %	18.40%	18.10%	18.10%	18.10%
Cert Payroll	14,068,329	15,120,421	16,068,126	17,090,953	17,036,292	17,253,915	17,521,462	18,047,106	18,588,520
Cost	1,509,532	1,902,149	2,318,631	2,782,407	2,913,206	3,174,720	3,171,385	3,266,526	3,364,522
Addtl Cost	348,895	654,714	993,010	1,372,404	1,507,712	1,751,272	1,725,864	1,777,640	1,830,969
compared to old ra	ate								
Addtl Cost	322,630	305,820	338,296	379,393	135,308	243,561	(25,408)	51,776	53,329

compared to prior year

PERS	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Old Rate	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%
Class Payroll	5,060,143	5,478,317	5,892,951	6,605,049	6,521,442	6,637,126	6,754,066	6,956,687	7,165,388
Cost	578,982	626,829	674,271	755,750	746,183	759,420	772,800	795,984	819,864
New Rate	11.85%	13.89%	15,53%	18.062%	19.721%	22.800%	24.900%	25.90%	26,60%
Class Payroll	5,060,143	5,478,317	5,892,951	6,605,049	6,521,442	6,637,126	6,754,066	6,956,687	7,165,388
Cost	599,475	760,938	915,234	1,193,004	1,286,094	1,513,265	1,681,762	1,801,782	1.905,993
(these rates were a	dopted by Cal-PE	ERS on 4-17-18)						, ,	.,,
Addtl Cost	20,494	134,109	240,963	437,254	539,910	753,845	908,962	1,005,798	1,086,130
compared to old rat	е							. ,	1,000,000
Addtl Cost	1,794	113,616	106,854	196,291	102,656	213,935	155,117	96,836	80,332
compared to prior y	ear			<u> </u>		The state of the s			

STRS-PERS 15-16 16-17 17-18 18-19 19-20 20-21 21-22 22-23 23-24 Combined 369,388 788,823 1,233,973 1,809,658 2,047,622 2,505,117 2,634,826 2,783,438 2,917,099 Compared to old rate 324,423 419,435 445,150 Combined 575,685 237,964 457,495 129,709 148,612 133,661

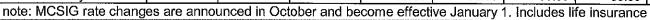
compared to prior year

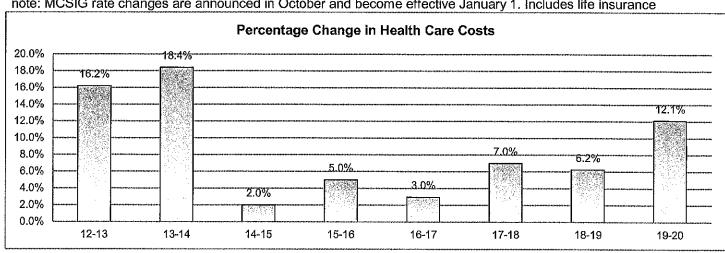


Pacific Grove Unified School District

Health Care Plans

	"·/····	2012-13	2013-14	2014-15	2015-16	2017 Cal	2018 Cal	2019 Cal	2020 Cal
		actual	actual	actual	actual	actual	actual	actual	actual
\$20	Single	863.30	941.69	960.52	1,008.55	1,038.00	1,131.00	1,201.00	1,465.00
	Emp + 1	1,723.36	1,879.84	1,917.44	2,013.31	2,073.00	2,260.00	2,400.00	2,927.00
	Family	2,239.40	2,442.74	2,491.59	2,616.17	2,694.00	2,936.00	3,118.00	3,802.00
\$25	Single	573.67	679.28	692.87	727.51	749.00	801.00	851.00	954.00
	Emp + 1	1,144.11	1,354.74	1,381.83	1,450.93	1,494.00	1,599.00	1,698.00	1,904.00
	Family	1,486.36	1,760.00	1,795.20	1,884.96	1,941.00	2,077.00	2,206.00	2,473.00
\$30	Single		645.32	658.23	691.14	711.00	761.00	808.00.	866.00
	Emp + 1		1,287.00	1,312.74	1,378.38	1,419.00	1,518.00	1,612.00	1,728.00
	Family		1,672.00	1,705.44	1,790.71	1,844.00	1,973.00	2,095.00	2,245.00
\$35	Single		628.34	640.91	672.95	693.00	742.00	755.00	884.00
	Emp + 1		1,253.14	1,278.20	1,342.11	1,382.00	1,479.00	1,571.00	1,761.00
	Family		1,628.00	1,660.56	1,743.59	1,795.00	1,921.00	2,040.00	2,287.00
\$40	Single		611.35	623.58	654.76	674.00	721.00	766.00	821.00
	Emp + 1		1,219.27	1,243.66	1,305.84	1,345.00	1,439.00	1,528.00	1,638.00
	Family		1,584.00	1,615.68	1,696.46	1,747.00	1,869.00	1,985.00	2,127.00
\$50	Single		573.67	585.14	614.40	632.00	676.00	718.00	770.00
	Emp + 1		1,144.11	1,166.99	1,225.34	1,262.00	1,350.00	1,434.00	1,537.00
	Family	[1,486.36	1,516.09	1,591.89	1,639.00	1,754.00	1,863.00	1,997.00
\$60	Single		514.90	525.20	551.46	568.00	608.00	646.00	693.00
	Emp + 1		1,026.89	1,047.43	1,099.80	1,132.00	1,211.00	1,286.00	1,378.00
	Family		1,334.08	1,360.76	1,428.80	1,471.00	1,574.00	1,672.00	1,792.00
EPO	Single			460.64	484.88	499.00	544.00	578.00	620.00
	Emp + 1			918.34	966.67	995.00	1,085.00	1,152.00	1,235.00
	Family	.		1,192.95	1,255.74	1,293.00	1.409.00	1.496.00	1,603.00
Perce	ent Change	16.20%	18.41%	2.00%	5.00%	2.95%	7.00%	6.24%	12.10%
Denta	al					The state of the s	COLUMN TO THE PROPERTY OF THE PARTY OF THE P	***************************************	COLUMN STATE OF THE PERSON
	Single	55.94	55.94	62.00	62.00	62.00	59.00	59.00	59.00
	Emp + 1	102.85	102.85	113.00	113.00	113.00	107.00	107.00	107.00
	Family	167.86	167.86	185.00	185.00	185.00	176.00	176.00	176.00
Visio	n								
	Single	12.33	12.33	12.33	12.33	12.33	12.00	12.00	12.00
	Emp + 1	20.62	20.62	20.62	20.62	20.62	20.00	20.00	20.00
	Family	36.99	36.99	36.99	36.99	36.99	35.00	35.00	35.00





Step and Column 18-19 to 19-20

			2018-19				2019-20			
Employee	С	S	FTE	Salary	С	S	FTE	Salary	Increase	%
	VI	28	1.00	123,820	VI	29	1.00	123,820	-	0.09
2	111	4	1.00	71,705	Ш	5	1.00	74,694	2,989	4.29
3	IV.	1	1.00	69,851	IV	2	1.00	72,118	2,267	3.29
4	VI	10	1.00	100,112	VI	11	1.00	103,121	3,009	3.09
5	IV	9	1.00	87,968	IV	10	1.00	91,723	3,755	4.39
3	V	11	1.00	99,273	V	12	1.00	101,892	2,619	2.69
7	VI	7	1.00	89,976	VI	8	1.00	92,946	2,970	3.39
3	VI	9	1.00	95,915	VI	10	1.00	100,112	4,197	4.49
	VI	10	1.00	100,112	VI	11	1.00	103,121	3,009	3.0
)	VI	25	1.20	130,046	VI	26	1.20	130,046	-	0.0
	VI	12	1.20	123,820	VI	13	1.20	123,820	₽	0.0
2	IV	4	1.00	76,646	IV	5	1.00	78,911	2,265	3.0
3	VI	13	1.00	109,342	VI	14	1.00	109,342	-	0.0
ļ	VI	13	1.00	109,342	VI	14	1.00	109,342	-	0.0
5	VI	27	1.00	123,820	VI	28	1.00	123,820	-	0.0
3	VI	22	1.00	116,652	VI	23	1.00	116,652	-	0.0
,	V	9	0.60	55,495	V	10	0.60	57,799	2,304	4.2
3	V	10	1.10	105,964	٧	11	1.10	109,200	3,236	3.1
)	IV	24	1.00	94,043	IV	25	1.00	94,043	-	0.0
	VI	24	1.00	116,652	VI	25	1.00	120,437	3,785	3.2
	l V	3	1.00	76,789	٧	4	1.00	79,407	2,618	3.4
2	111	2	1.00	72,961	٧	3	1.00	76,789	3,828	5.2
3	l v	5	1.00	82,025	V	6	1.00	84,640	2,615	3.2
3	VI	24	1.00	116,652	VI	25	1.00	120,437	3,785	3.2
,	l VI	30	1.00	123,820	VI	31	1.00	123,820	-	0.0
;	l VI	10	1.00	100,112	VI	11	1.00	103,121	3,009	3.0
3	11	6	1.00	70,933	П	7	1.00	72,493	1,560	2.2
,	1	3	1.00	60,545	1	4	1.00	61,752	1,207	2.0
3	VI	11	1.00	103,121	VI	12	1.00	106,372	3,251	3.2
)	111	5	1.00	74,694	Ш	6	1.00	76,605	1,911	2.6
	l vi	23	1.00	116,652	VI	24	1.00	116,652	-	0.0
	lıv	4	1.00	76,646	IV	4	1.00	78,911	2,265	3.0
	l VI	14	1.00	109,342	VI	15	1.00	109,342	_,	0.0
ı	l vi	4	1.00	81,066		5	1.00	84,035	2,969	3.7
	VI	13	1.00	109,342	VI	14	1.00	109,342	,555	0.0
	VI	14	1.00	109,342	Vİ	15	1.00	109,342	_	0.0
	l VI	13	1.00	109,342	VI	14	1.00	109,342	_	0.0
	Vi	21	1.00	112,998	VI	22	1.00	116,652	3,654	3.2
	l vi	15	1.00	109,342	VΪ	16	1.00	109,342	5,501	0.0
	vi	13	1.00	109,342	VI	14	1.00	109,342	_	0.0
	vi	23	1.00	116,652	VI	24	1.00	116,652	_	0.0
	iv	10	1.00	91,723	ΙV	11	1.00	94,043	2,320	2.5
	VI	12	1.00	106,372	VI	13	1.00	109,342	2,970	2.8
	l vi	11	1.00	103,121	νi	12	1.00	106,372	3,251	3.2
	ĺ	5	1.00	82,025	v	6	1.00	84,640	2,615	3.2
	vi	17	1.00	112,998	VΙ	18	1.00	112,998	٠,٠١٧	0.0
	l vi	30	1.00	123,820	VI	31	1.00	123,820		
	Vi	33	1.00	123,820	VI	34	1.00	123,820	_ _	0.0
	vi	25	1.00	120,437	VI	26	1.00	120,437	<u>-</u>	0.0
·	VI	30	1.00	123,820		31	1.00	·	_	0.0
l	i vi	JU	1.00	43	۷I	J١	1.00	123,820	-	0.0

Updated 01-03-2019

			2018-19	<u>-</u>			2019-2	O NIECENA A TION	11 001 10010 	
Employee	С	S	FTE	Salary	С	S			increase	%
50	VI	7	1.00	89,976	VI	8	1.00	92,946	2,970	3.3%
51	VI	21	1.00	112,998	VI	22	1.00	116,652	3,654	3.2%
52	VI	10	1.00	100,112	VI	11	1.00	103,121	3,009	3.0%
53] 111	15	1.00	85,743	III	16	1.00	85,743	-	0.0%
54	VI	34	1.00	123,820	VI	35	1.00	123,820	-	0.0%
55	VI	13	1.00	109,342	VI	14	1.00	109,342	-	0.0%
56	VI	10	1.00	100,112	VI	11	1.00	103,121	3,009	3.0%
57	V	10	1.00	96,331	V	11	1.00	99,273	2,942	3.19
58	VI	14	1.00	109,342	VI	15	1.00	109,342	-	0.09
59	V!	14	1.00	109,342	VI	15	1.00	109,342	-	0.09
30	ĮVI	11	1.00	103,121	VI	12	1.00	106,372	3,251	3.29
31	VI	19	1.00	112,998	VI	20	1.00	112,998	-	0.09
52	V	17	1.00	108,106	V	18	1.00	108,106	-	0.09
33	VI	25	1.00	120,437	VI.	26	1.00	120,437	-	0.0%
34	V	11	1.00	99,273	V	12	1.00	101,892	2,619	2.69
35	[∨ı	14	1.00	109,342	VI.	15	1.00	109,342	, +	0.09
36	lv	13	1.00	104,624	l۷	14	1.00	104,624	_	0.09
67	vi	6	1.00	87,004	VI.	7	1.00	89,976	2,972	3.49
38	∨ı	12	1.00	106,372	VI	13	1.00	109,342	2,970	2.89
39	l∨ı	13	1.00	108,322	l vi	14	1.00	109,342	1,020	0.99
70	∨ı	7	0.60	53,986	νi	8	0.60	55,768	1,782	3.39
71	vi	24	1.00	116,652	VI	25	1.00	120,437	3,785	3.29
72	[VI	10	1.00	100,112	VI	11	1.00	103,121	3,009	3.09
73	(vi	27	1.00	123,820	VI	28	1.00	123,820	- 0,000	0.09
74	vi	37	0.70	86,674	Vi	38	0.70	86,674	_	0.09
75	vi	33	1.00	123,820	vi Vi	34	1.00	123,820	_	0.09
76	lvi	11	1.00	103,121	vi.	12	1.00	106,372	3,251	3.29
77	Vi	30	1.00	123,820	vi.	31	1.00	123,820	0,201	
78	Ιν̈́	6	1.00	83,773	l v'	6	1.00	87,257	3,484	0.0%
79	vi	13	1.00	109,342	VΙ	14	1.00	109,342	3,404	4.2%
30	\v'	15	1.00	103,342	V	16	1.00	104,624	-	0.09
31	v v	8	1.00	92,946	V	9	1.00		2.060	0.0%
32	\v'	9	1.00	92,492	V	10	1.00	95,915	2,969	3.2%
33	lv Iv	10	0.60	55,034	IV	11	0.60	96,331	3,839 1,392	4.29
	VI	15	1.00					56,426	•	2.5%
34 n=	JVI VI	15	0.50	109,342	VI	16	1.00	109,342	-	0.09
35	VI			54,671	VI	16	0.50	54,671	-	0.0%
36		30	1.00	123,820	VI	31	1.00	123,820	-	0.0%
37	VI	17	1.00	85,743	III	18	1.00	85,743		0.09
8		6	1.00	87,004	VI	7	1.00	89,976	2,972	3.4%
39	IV.	5	1.00	78,911	IV	6	1.00	81,173	2,262	2.9%
00	VI	11	1.00	103,121	VI	12	1.00	106,372	3,251	3.29
01	IV.	18	1.00	102,253	V	19	1.00	108,106	5,853	5.79
2	VI VI	11	1.00	103,121	VI	12	1.00	106,372	3,251	3.29
03	VI Vi	11	1.00	103,121	VI	12	1.00	106,372	3,251	3.29
)4	VI 	6	1.00	87,004	VI	7	1.00	89,976	2,972	3.4%
95	VI	13	1.00	109,342	VI	14	1.00	109,342	-	0.09
96	VI	10	0.40	40,045	VI	11	0.40	41,248	1,203	3.0%
17	VI	13	1.00	109,342	VI	14	1.00	109,342	-	0.0%
8	VI	18	1.00	112,998	VI	19	1.00	112,998	-	0.0%
9	VI	17	1.00	112,998	VI	18	1.00	112,998	_	0.0%
0	ΙV	11	1.20	94,043	IV	12	1.20	94,043		
1	VI	5	1.00	84,035	VI	6	1.00	87,004	2,969	3.5%
2	ΙV	17	1.00	94,043	IV	18	1.00	94,043	=	0.0%
3	VI	5	1.00	84,035	VI	6	1.00	87,004	2,969	3.5%
4	V	21	1.00	108,106		22	1.00	108,106	_,000	0.0%
1	1 ,		= =	44	•			,.00		J.U /

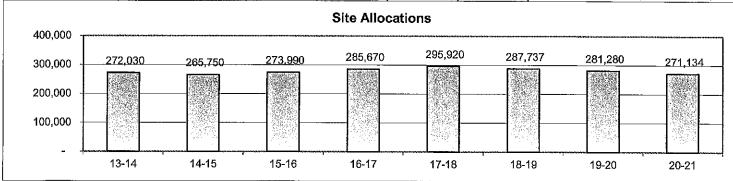
Updated 01-03-2019

					2018-1	9	Τ	******	2019-2			
	Employee		С	S	FTE	Salary	С	S	FTE	INFORMATION/E	iscussion B Increase	%
105			VI	25	1.00	120,437	VI	26	1.00	120,437	н	0.0%
106			V	12	1.00	101,892	V	13	1.00	104,624	2,732	2.7%
107			VI	15	1.00	109,342	VI	16	1.00	109,342	-	0.0%
108			V	5	1.00	82,025	l v	6	1.00	84,640	2,615	3.2%
109			VI	5	1.00	84,035	l VI	6	1.00	87,004	2,969	3.5%
110			VI	13	1.00	109,342	l VI	14	1.00	109,342	·	0.0%
111			ΙVI	10	0.40	40,045	l vi	11	0.40	41,248	1,203	3.0%
112			VI.	26	1.00	120,437	VI	27	1.00	123,820	3,383	2.8%
113			l۷	6	1.00	84,640	V	7	1.00	87,257	2,617	3.1%
114			lVI	7	1.00	89,976	VI	8	1.00	92,946	2,970	3.3%
115			VI	12	1.00	106,372	Vi	13	1.00	109,342	2,970	2.8%
116			V	17	1.00	108,106	ĺ	18	1.00	108,106	2,070	0.0%
117			VΙ	18	1.00	112,998	Vι	19	1.00	112,998	_	0.0%
118			Vi	14	1.00	109,342	l vi	15	1.00	109,342	_	0.0%
119			ΙV	14	1.00	94,043	Ιν̈́	15	1.00	94,043	_	
120			VI	7	1.00	89,976	vi	8	1.00	92,946	2,970	0.0%
121			ľv	39	1.00	108,106	l v'	40	1.00	108,106	2,970	3.3%
122			V VI	20	1.00	112,998	VI	21	1.00		-	0.0%
123			Vi Vi	9	0.60		VI	10		112,998	-	0.0%
				13		57,549			0.60	60,067	2,518	4.4%
124			VI		0.60	65,605	VI	14	0.60	65,605	-	0.0%
125			VI	22	1.00	116,652	VI	23	1.00	116,652	-	0.0%
126			V.	2	1.00	74,173	۱V.	3	1.00	76,789	2,616	3.5%
127			VΙ	13	1.00	109,342	VI	14	1.00	109,342	-	0.0%
128			V	10	1.00	96,331	V	11	1.00	99,273	2,942	3.1%
129			V	9	1.00	92,492	V	10	1.00	96,331	3,839	4.2%
130			V	10	0.80	77,065	V	11	0.80	79,418	2,353	3.1%
131			VI	14	0.80	87,474	VI	15	0.80	87,474	1	0.0%
132		i	V	5	1.00	82,025	٧	6	1.00	84,640	2,615	3.2%
133			VI	13	1.00	109,342	VI	14	1.00	109,342	-	0.0%
134			VI	21	1.00	112,998	VI	22	1.00	116,652	3,654	3.2%
135			VI	35	1.00	123,820	VI	36	1.00	123,820	-	0.0%
136			VI	15	1.00	109,342	VI	16	1.00	109,342	-	0.0%
137			VI	29	1.00	123,820	VI	30	1.00	123,820	-	0.0%
A [Step Changes (a	actual)			134.30	13,706,582			134.30	13,914,660	208,079	1.52%
	Column Change				2	3,800					7,600	0.06%
[Total Step and C	Column Cost	ts - (Gross							215,679	1.57%
		Replacemen	Reti	ree			Rep	olacen	nent			
L	Name I	Name		Step	FTE	Salary	Col	Step	FTE	Salary	Savings	
1			VΙ	25	1.00	120,437	V	10	1.00	96,331	24,106	
2										-		
3	•	l									_ [
4									-		_	
5		l									_	
F	Total Retiree Sa	vings			1.00	120,437	<u> </u>		1.00	96,331	24,106	0.18%
	Total Step and C		ts - N	let							191,573	1.40%
	,000			***************************************			M.,, AP, P.	**************************************	***************************************	Addition of the second		
200	,000	**************************************	*********	137,714	1	#*;#4 #4 #4 #4 #########################	**********		***************************************	147,368	***************************************	
400	73,000									76.2	100,911	
100	,000	***************************************	1081031 831838 88 188		***************************************	31,741	9,483	eledolenio espesado o succ	-54,999			
				981738			1970ko 94		李宁斯			
	10-11	(13,060)		12-13	•	13-14	14-15		15 -16	16-17	17-18	""1

45 Updated 01-03-2019

Site Allocations

	7	2013-14	2	2014-15	2	015-16	1	2016-17		2017-18	:	2018-19	2	2019-20	2	020-21
		actual		actual		actual		actual		actual		actual		actual		budget
Forest Grove																
Enrollment (97% of estimate)		499		411		428		458		449		448		437		410
Allocation per Student	\$	130.00	\$	130.00	\$	130.00	\$	135.00	\$	140.00	\$	140.00	\$	140.00	\$	140.00
Initial Allocation	\$	64,870	\$	53,380	\$	55,575	\$	61,830	\$	62,875	\$	62,740	\$	61,180	\$	57,443
Enrollment (actual CBEDS)		458		460		470		472		463		448		422		410
_ Final Allocation	\$	59,540	\$	59,800	\$	61,100	\$	63,720	\$	64,820	\$	62,740	\$	59,080	\$	57,443
Increase (Decrease)	\$	(5,330)	\$	6,420	\$	5,525	\$	1,890	\$	1,945	\$	-	\$	(2,100)	\$	
Robert Down														•		
Enrollment (97% of estimate)		522		437	İ	447		458		474		458		462		437
Allocation per Student	\$	130.00	\$	130.00	\$	130.00	\$	135.00	\$	140.00	\$	140.00	\$	140.00	\$	140.00
Initial Allocation	\$	67,860	\$	56,830	\$	58,045	\$	61,830	\$	66,406	\$	64,098	\$	64,680	\$	61,246
Enrollment (actual CBEDS)		487		468		472		490	ĺ	489		458		472		437
Final Allocation	\$	63,310	\$	60,840	\$	61,360	\$	66,150	\$	68,460	\$	64,098	\$	66,080	\$	61,246
Increase (Decrease)	\$	(4,550)	\$	4,011	\$	3,315	\$	4,320	\$	2,054	\$	-	\$	1,400	\$	-
Middle School																
Enrollment (97% of estimate)		513		452		454		496		485		461		440		445
Allocation per Student	\$	130.00	\$	130.00	\$	130.00	\$	135.00	\$	140.00	\$	140.00	\$	140.00	\$	140.00
Initial Allocation	\$	66,690	\$	58,788	\$	59,033	\$	66,960	\$	67,900	\$	64,540	\$	61,600	\$	62,332
Enrollment (actual CBEDS)		484		472		512	1	495		500		46 1		451		445
Final Allocation	\$	62,920	\$	61,360	\$	66,560	\$	66,825	\$	70,000	\$	64,540	\$	63,140	\$	62,332
Increase (Decrease)	\$	(3,770)	\$	2,572	\$	7,527	\$	(135)	\$	2,100	\$	-	\$	1,540	\$	-
High School																
Enrollment (97% of estimate)		628		527		561		591		599		647		633		597
Allocation per Student	\$	130.00	\$	130.00	\$	130.00	\$	135.00	\$	140.00	\$	140.00	\$	140.00	\$	140.00
Initial Allocation	\$	81,640	\$	68,558	\$	72,865	\$	79,785	\$	83,924	\$	90,579	\$	88,620	\$	83,517
Enrollment (actual CBEDS)		595		596		613		602		618		647		618		597
Final Allocation	\$	77,350	\$	77,480	\$	79,690	\$	81,270	\$	86,520	\$	90,579	\$	86,520	\$	83,517
Increase (Decrease)	\$	(4,290)	\$	8,922	\$	6,825	\$	1,485	\$	2,596	\$	-	\$	(2,100)	\$	-
Community High School																
Enrollment (97% of estimate)		20		23		18		14		17		17		19		19
Allocation per Student	\$	330.00	\$	330.00	\$	330.00	\$	335.00	\$	340.00	\$	340.00	\$	340.00	\$	340.00
Initial Allocation	\$	6,600	\$	7,590	\$	5,957	\$	4,690	\$	5,936	\$	5,780	\$	6,460	\$	6,596
Enrollment (actual CBEDS)		27		19		16		23		18		17		19		19
Final Allocation	\$	8,910	\$	6,270	\$	5,280	\$	7,705	\$	6,120	\$	5,780	\$	6,460	\$	6,596
Increase (Decrease)	\$	2,310	\$	(1,320)	\$	(677)	\$	3,015	\$	184	\$	-	\$		\$	-
Total Final Allocations	\$	272,030	\$	265,750	\$	273,990	\$	285,670	\$	295,920	\$	287,737	\$	281,280	\$	271,134



Allocations are adjusted at CBEDS. Starting 12-13, Health Permits & Copier Leases are excluded. SIP and Site Allocations are combined.

	☐ Consent ☐ Action/Discussion ☑ Information/Discussion
	☐ Public Hearing
SUBJECT: Future Agenda Items	
DATE: March 19, 2020	
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superinto	endent

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 March 19, 2020 Regular Board Meeting:

- Board requested transportation review and fees (April 2, 2020)
- A member of the public requested Dual Language Elementary Program (April 2, 2020)
- Board requested Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election (April 2, 2020)
- Board requested celebration event for individuals that raised money or donated money for PGUSD (April 29, 2020)
- Board requested Board meeting audio streaming options (TBA)
- Board requested teacher housing (TBA)
- Board requested review of current District committees (Will be addressed through District Newsletter/Update)
- A member of the public requested SELPA present on Special Education (Fall 2020)
- Board requested utility bills costs (electric and water) by school site (2020-21)