

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, APRIL 20, 2023**

Mission Statement

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

DATE: April 20, 2023

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

LOCATION: IN PERSON
Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

Trustees
*Carolyn Swanson, President
Jennifer McNary, Clerk
Dr. Elliott Hazen
Laura Ottmar
Brian Swanson
Rey Avila, Student Representative*

VIRTUAL ZOOM MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/84397476508?pwd=ZXdSdHZrNzVVcDg1bFZvRmFya2gwZD09>

Meeting ID: 843 9747 6508

Passcode: 466785

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

+13092053325,,87820869443#,,,,*585985# US

Dial by your location +1 301 715 8592 US (Washington DC) +1 309 205 3325 US

+1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston) +1 386 347 5053 US

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(Tacoma) Find your local number: <https://pgusd.zoom.us/j/84397476508?pwd=ZXdSdHZrNzVVcDg1bFZvRmFya2gwZD09>

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.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, APRIL 20, 2023**

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Land Acknowledgement

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

C. Roll Call

D. Adoption of Agenda

- Board Questions/Comments:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Joshua Jorn and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Complaint Against Public Employee
5. Negotiations with Unrepresented Employee
Agency Negotiator: Board President and Legal Counsel
Position: Potential Interim Superintendent
6. Conference with Legal Counsel Regarding Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9. There are two potential cases.

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

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III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Complaint Against Public Employee
5. Negotiations with Unrepresented Employee
Agency Negotiator: Board President and Legal Counsel
Position: Potential Interim Superintendent
6. Conference with Legal Counsel Regarding Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9. There are two potential cases.

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

*Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board will also take public comment on each specific action item prior to Board action on each item. **Any individual wishing to comment on a specific item on the current agenda are kindly asked to wait till that item is being discussed.** The Board will allow a reasonable amount of time for public comment on each agenda item not to exceed 3 minutes per speaker and no more than 20 minutes per agenda item, pursuant to Board Policy 9323. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever comes first. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.*

A. PGUSD Staff Comments (Non-Agenda Items)

B. Community Members (Non-Agenda Items)

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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. Classified Assignment Order #15 11
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #15.
- B. Certificated Assignment Order #15 13
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #15.
- C. Acceptance of Donations 15
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- D. Cash Receipts No. 15 16
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.
- E. Out of County or Overnight Activities 18
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve or receive the request as presented.
- F. Warrant Schedule No. 654 21
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- G. California School Board Association Policy Updates June 2022 23
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review and approve the California School Board Association policy updates from June 2022.
- H. Contract for Services with Wynd Technologies, Inc. Air by Design 119
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and approve the contract for services with Wynd Technologies, Inc (WYND) and AirBy Design.
- I. Contract for Services with Derivi Castellanos Architects at Forest Grove Elementary School for May 2023 – May 2024 125
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends the Board review and approve the contract for services with Derivi Castellanos Architects at Forest Grove Elementary School for May 2023 – May 2024.

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- J. Contract for Services with Derivi Castellanos Architects at Robert Down Elementary School for May 2023 – May 2024 131
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends the Board review and approve the contract for services with Derivi Castellanos Architects at Robert Down Elementary School for May 2023 – May 2024.
- K. Ratification of Contract for Services M.C. Kimball Inc. 137
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and ratify the contract for services with M.C. Kimball Inc. and Pacific Grove Unified School District (PGUSD).
- L. Contract for Services with ArbiterPay/James Johnson for the 2023-24 School Year 143
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services with ArbiterPay.
- M. Contract for Services with Valerie Rhoades for the 2023-24 School Year 149
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services Valerie Rhoades.
- N. Contract for Services with Premier Studios for the 2023-2024 School Year 155
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services with Premier Studios.
- O. Contract for Services with Peninsula Sports Incorporated for the 2023-24 School Year 161
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Peninsula Sports Incorporated for the 2023-24 school year.
- P. Contract for Services with NCLRA – National California Lacrosse Referees Association for the 2023-24 School Year 167
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services with the NCLRA – National California Lacrosse Referees Association.
- Q. Contract for Services with Josten’s Inc. 173
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services with Josten’s Inc.
- R. Contract for Services with Field of Dreams Designs for the 2023-24 School Year 179
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services with Field of Dreams Designs for the 2023-24 school year.
- S. Contract for Services with Ashley Beem and Beem Video for the 2023-2024 School Year 185
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services Ashley Beem and Beem Video for the 2023-2024 school year.
- T. Contract for Services with Agile Technologies DBA HUDL for the 2023-24 School Year 191
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with the Agile Technologies DBA HUDL for the 2023-24 school year.

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- U. Contract for Services with S.C.A.T.T. Recreation for the 2023-2024 School Year 197
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with SCATT Recreation for golf cart repair services for Pacific Grove High School for the 2023-2024 school year.
- V. Contract for Services with Anthony J Nocita, IAMP for the 2023-2024 School Year 203
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Anthony J Nocita, IAMP for audio-visual repair services for Pacific Grove High School for the 2023-2024 school year.
- W. Contract for Services with Federico Embroidery for the 2023-2024 School Year 209
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Federico’s Embroidery to provide embroidery services to place recognition insignia on Graduation stoles.
- X. Contract for Services with Nguyen Security for 2022-2023 School Year 215
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Nguyen Security to provide security services surrounding the 2023 Pacific Grove High School Graduation Ceremony.
- Y. Contract for Services with Nguyen Security for 2023-24 School Year 221
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Nguyen Security to provide security services surrounding the 2024 Pacific Grove High School Graduation Ceremony.
- Z. Contract for Services with Gary Stotz for the 2023-2024 School Year 227
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Gary Stotz for musical instrument repair services for the Pacific Grove High School music department for the 2023-2024 school year.
- AA. Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair for the 2023-2024 School Year 233
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Apolimario Vivit DBA Vivit Musical Instrument Repair for musical instrument repair services for the Pacific Grove High School music department for the 2023-2024 school year.
- BB. Contract for Services with Planned Parenthood Mar Monte for the 2023-2024 School Year 239
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Planned Parenthood Mar Monte for the 2023-2024 school year.
- CC. Contract for Services with Pacific West Water Purification Inc for the 2023-2024 School Year 245
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Pacific West Water Purification Inc to provide service to a reverse osmosis drinking water system at Pacific Grove High School for the 2023-2024 school year.

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- DD. Forest Grove Elementary School Site Handbook 251
Recommendation: (Irene Preciado, Forest Grove Elementary School Principal) The District Administration recommends the Board review and approve the Forest Grove Elementary School site handbook for the 2023-24 school year.
- EE. Robert Down Elementary School Site Handbook 283
Recommendation: (Sean Keller, Robert Down Elementary School Principal) The District Administration recommends the Board review and approve the Robert Down Elementary School site handbook for the 2023-24 school year.
- FF. Pacific Grove Middle School Site Handbook 316
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the Pacific Grove Middle School site handbook for the 2023-24 school year.
- GG. Pacific Grove High School Site Handbook 361
Recommendation: (Lito Garcia, Pacific Grove High School Assistant Principal) The District Administration recommends the Board review and approve the Pacific Grove High School site handbook for the 2023-24 school year.
- HH. Pacific Grove Community High School Site Handbook 404
Recommendation: (Lito Garcia, Community High School Principal) The District Administration recommends the Board review and approve the Pacific Grove Community High School site handbook for the 2023-24 school year.
- II. Pacific Grove Adult Education Site Handbook 434
Recommendation: (Barbara Martinez, Pacific Grove Adult Education Principal) The District Administration recommends the Board review and approve the Pacific Grove Adult Education site handbook for the 2023-24 school year.
- JJ. Pacific Grove High School California Interscholastic Federation (CIF) School Representatives 480
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The Administration recommends that the Board review and approve Pacific Grove High School Principal Lito M. García, and Athletic Director Chris Morgan as the 2023.24 California Interscholastic Federation (CIF) representatives for Pacific Grove High School.
- KK. Approval of *The Living Earth (2020)* Textbook for 9th and 10th Grade Biology at Pacific Grove High School 484
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve *The Living Earth (2020)* Textbook for 9th and 10th Grade Biology at Pacific Grove High School.
- LL. Approval of *Chemistry in the Earth System (2020)* Textbook for 10th, 11th, and 12th Grade Chemistry at Pacific Grove High School 487
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the *Chemistry in the Earth System (2020)* Textbook for 10th, 11th, and 12th Grade Chemistry at Pacific Grove High School.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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VII. PUBLIC HEARING

- A. Public Hearing of the *Desmos Mathematics Program* for Pacific Grove Middle School Math Grades 6, 7, and 8 490

Public Hearing (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board hold a public hearing for the Pacific Grove Middle School mathematics program *Desmos Mathematics* to be used in grades 6, 7, and 8.

Open Public Hearing: _____ Close Public Hearing: _____

VIII. ACTION/DISCUSSION

- A. Superintendent Search Process 493

Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends the Board receive, consider, and take action on proposals for conducting a search for the next superintendent. *Documentation for this item will be available on Monday, April 17, 2023.*

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

- B. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) 494

Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) for the 2023-24 school year.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

- C. Contract Miracle Play Structures – Storm Damaged Play Structure Replacement 505

Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and approve the Contract with Miracle Play Structures for Storm Damaged Play Structure Replacement.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

- D. Contract Park Planet – Storm Damaged Play Structure Replacement 511

Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and approve the Contract with Park Planet for Storm Damaged Play Structure Replacement.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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- E. 2021-22 Measures A&D Financial & Performance Audit Report 517
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and accept the 2021-2022 Measures A & D Financial & Performance Audit reports as presented.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- F. Board Calendar/Future Meetings 549
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.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

IX. INFORMATION/DISCUSSION

- A. Physical Education Program Presentation 553
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board receive information regarding the Physical Education program at Pacific Grove Unified School District.
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____
- B. Quarterly District Safety Update 572
Recommendation: (Barbara Martinez, District Safety Director) The District Administration recommends that the Board review and be informed of Pacific Grove Unified School District activities and protocols related to school safety.
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____
- C. PGTech Update – 2023 583
Recommendation: (Matthew Binder, Director of Educational Technology; Louis Algaze - Director of Technology Systems; Andrew Bradley - Digital Teacher) The District Administration recommends that the Board review the information presented: PGTech Update – 2023.
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____

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BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, APRIL 20, 2023**

D. Review of Updated Administrative Regulations 3300, 3311, and 3516 601
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends the Board review Administrative Regulation 3300 Expenditures and Purchasing, Administrative Regulation 3311 Bidding, and Administrative Regulation 3516 Emergency and Disaster Preparedness Plan.

- Board Questions/Comments:
- Public Comment:
- Direction: _____

E. Future Agenda Items 620
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.

- Added May 19, 2022: Teacher of the Year Recognition (TBA)

- Board Questions/Comments:
- Public Comment:
- Direction: _____

X. ADJOURNMENT

Next regular Board meeting: May 4, 2023

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

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

SUBJECT: Classified Assignment Order #15

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #15

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. 15
April 20, 2023

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NEW HIRE:

Anastasiya Quinn, PGMS, Instructional Assistant, Special Education, 6 hrs./day, 180-day work calendar, Range 31, Step C, effective April 3, 2023 (replaces Darrell McDowell)

Alicia Peak, PGMS, Instructional Assistant, Special Education, 6 hrs./day, 180-day work calendar, Range 31, Step B, effective April 17, 2023 (replaces Paola Coelho)

INCREASE/DECREASE IN ASSIGNMENT:

Megan Roach, Licensed Occupational Therapist, voluntary reduction of assignment from 0.80 FTE to 0.40 FTE effective May 26, 2023

Chloe Kincaid, Itinerant Paraprofessional (current assignment, Special Education Preschool), 4.5 hours/day, 2 days per week, increases to 3 days per week, 180-day work calendar, Range 37, Step B, effective April 3, 2023

Evie Harter, Itinerant Paraprofessional (current assignment, Special Education Preschool), 4.5 hours/day, 5 days per week, decreases to 3 days per week, 180-day work calendar, Range 37, Step B, effective April 3, 2023

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

SUBJECT: Certificated Assignment Order #15

DATE: April 20, 2023

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #15

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 15
 April 20, 2023**

JOB SHARE/TEMPORARY HIRE:

RDE, 2nd Grade Job Share: Anna Darnell from 1.0 FTE to 0.60 FTE and Janet Bingham, temporary job share partner at 0.40 FTE, Column II, Step 4, effective August 4, 2023 through May 31, 2024 only

FGE, Kindergarten Job Share: Kristen Sweeney from 1.0 FTE to 0.80 FTE and Michelle Menezkowski, temporary job share partner at 0.20 FTE, Column IV, Step 11, effective August 4, 2023 through May 31, 2024 only

ADDITIONAL ASSIGNMENT:

Larry Haggquist, Summer School Principal
 Clare Davies, ESY Principal

CHANGE OF ASSIGNMENT AND PROMOTION:

Larry Haggquist, PGHS, from Teacher and TOSA to Assistant Principal, 1.0 FTE, Management Salary Schedule, Step 2, effective July 1, 2023, follows a 210-day work calendar (replaces Shane Steinback)

SUMMER CAMP TEACHERS, Pacific Grove Adult School, 4 hrs./day, 5 days per week, paid at their current hourly rate, paid per time sheet, effective June 5, 2023-June 30, 2023 only

Jackie Kite
 Ariana Macias

STRS REDUCED WORKLOAD:

Christina Renteria, RDE Elementary Teacher, requests and qualifies for a STRS Reduced Workload, at 0.80 FTE, effective August 4, 2023 through May 31, 2024

RESIGNATION:

Jonathan Valverde, Elementary Instrumental Music Teacher, 0.40 FTE, resigns effective May 26, 2023 after one year of successful employment with the Pacific Grove Unified School District

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

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

SUBJECT: Acceptance of Donations

DATE: April 20, 2023

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

RECOMMENDATION:

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

INFORMATION:

During the past months the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

None

Pacific Grove High School

None

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

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

SUBJECT: Cash Receipts Report No. #15

DATE: April 20, 2023

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

RECOMMENDATION:

As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of from March 29, 2023 to April 4, 2023.

INFORMATION:

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

PGUSD
2022-23 BOARD REPORT # 15 Cash Receipts

March 29, 2023 - April 4, 2023

Date	Num	Name	Account	Amount
Mar 29 - Apr 4, 23				
03/29/2023	21661	ADULT EDUCATION	ADULT EDUCATION	1,392.00
03/29/2023	21662	STATE OF CALIFORNIA	CAFETERIA	37,201.78
03/29/2023	21663	RETIREE INSURANCE	RETIREE INSURANCE	1,854.34
03/29/2023	21664	COUNTY OF MONTEREY	POLLING PLACE	50.00
03/29/2023	21665	MISC	REFUND	630.00
03/31/2023	21666	RETIREE INSURANCE	RETIREE INSURANCE	660.00
04/04/2023	21667	CAFETERIA	CAFETERIA	187.01
04/04/2023	21668	PGMS	FIELD TRIP/MS	3,110.00
04/04/2023	21669	PGMS	FIELD TRIP/MS	5,400.00
Mar 29 - Apr 4, 23				<u>50,485.13</u>

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

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

SUBJECT: Out of County or Overnight Activities

DATE: April 20, 2023

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2022-23 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
4/25/2023	Pajaro Valley High School Watsonville, CA	PGHS Track & Field Track & Field Meet	Charter	\$ 550.00	Athletics

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 04/25/2023 Day of Activity Tuesday

Location of Activity Pajaro Valley High School City Watsonville County Santa Cruz

School PG High School Class or Club Track and Field Grade Level/s 9-12

School Departure Time 11:45 AM

Pickup Time from Place of Activity 6:00 PM

Name of Employee Accompanying Students Peter Jordan

Number of Adults 7 Number of Students 50

Description of Activity/Educational Objective
Varsity Trials and JV Finals for the Santa Lucia League, PCAL Track and Field

List All Stops none

Means of Transportation: Charter

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

Name of Auto Drivers (subject to change):

Cost of Activity \$0 + Cost of Transportation \$ 500 = Total \$ 500.00

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

Account Code: 01-0000-0-1176-4200-5820-00-006-8000-0720

Requested by: Peter Jordan / Peter Jordan Date 03/07/2023
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 03/08/2023

Transportation Department/District Office Use

() School Bus () Charter () Available (x) Not available Date Received 03/29/2023
Cost Estimate \$

Approved by Transportation Supervisor: Date 03/29/2023

Approved by Assistant Superintendent: Date

Date of Board Approval

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

SUBJECT: Warrant Schedule 654

DATE: April 20, 2023

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

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have received 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 March 01, 2023 through March 31, 2023.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

654

March 2023

WARRANTS - PAYROLL

Certificated	Manual	03/03/23	\$	-
	Supp	03/10/23	\$	90,237.02
	Manual	03/15/23	\$	1,846.80
	Regular	03/30/23	\$	1,792,505.06
<u>Total Certificated</u>			<u>\$</u>	<u>1,884,588.88</u>
Classified	Manual	03/03/23	\$	-
	Supp	03/10/23	\$	46,299.25
	Manual	03/15/23	\$	3,485.44
	Regular	03/30/23	\$	747,755.75
<u>Total Classified</u>			<u>\$</u>	<u>797,540.44</u>
Other	Manual	03/03/23	-	
	Supp	03/10/23	\$	9,459.12
	Manual	03/15/23	\$	-
	Regular	03/30/23	\$	10,241.00
<u>Total Other</u>			<u>\$</u>	<u>19,700.12</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>2,701,829.44</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12748341-12748372	04600000450-04600000453	03/02/23	\$	146,814.25
12749745-12749799	04600000454-04600000457	03/09/23	\$	90,911.86
12750990-12751035	04600000458-04600000462	03/16/23	\$	126,353.67
12752143-12752310	04600000463-04600000465	03/23/23	\$	175,626.29
12753856-12753883	04600000466-04600000467	03/28/23	\$	51,372.40
<u>TOTAL ACCOUNTS PAYABLE</u>			<u>\$</u>	<u>591,078.47</u>

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

SUBJECT: California School Board Association June 2022 Policy Updates

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the California School Board Association policy updates from June 2022.

INFORMATION:

Information/Discussion April 6, 2023
 Consent Agenda April 20, 2023

CSBA employs several full-time staff to keep its sample policy manual updated. It updates approximately 100 policies every year to stay up to date with changes in the law and publishes these updates in four bundles called “policy update packets.” These are issued four times a year: March, June, September, and December, as well as any special updates as needed. Subscribers to GAMUT Policy Plus receive announcements every time CSBA issues a policy update packet and can access the packet by logging into their proprietary site.

CSBA encourages districts to review each update packet once it’s issued to see which policies the district may need to update. Districts can review a “guide sheet” that lists the changes that CSBA has made as well as the text in the policies themselves to determine which policies they want to update. Once they determine this, they can prepare drafts of the new policies to send to their board for review and adoption. By reviewing each CSBA policy update packet and taking action accordingly, districts can ensure that their policy manual is always accurate and up-to-date. CSBA encourages districts to establish a consistent process for reviewing, processing, and approving update packets so that they never fall behind on their policies.

The Board directed Administration to have each Administrator review the policies for his/her department. The current batch of updates is from June 2022. Recommended updates will be brought to ongoing meetings until the Board has caught up with the CSBA updates.

The following Policies, Regulations and Exhibits were reviewed by the appropriate Administrator, recommendations accepted, no additional changes.

Regulation 1312.4 Williams Uniform Complaint Procedures

- Reviewed by Superintendent Porras.

Exhibit 1312.4 Williams Uniform Complaint Procedures

- Reviewed by Superintendent Porras.
- Policy 3110 Transfer of Funds
- Reviewed by Assistant Superintendent Jorn
- Policy 3523 Electronic Signatures- NEW
- Reviewed by Director of Technology Systems Louis Algaze.
- Regulation 3523 Electronic Signatures- NEW
- Reviewed by Director of Technology Systems Louis Algaze.
- Policy 3550 Food Service/Child Nutrition Program
- Reviewed by Nutrition Director Stephanie Lip.
- Regulation 3550 Food Service/Child Nutrition Program
- Reviewed by Nutrition Director Stephanie Lip.
- Policy 3551 Food Service Operations/Cafeteria Fund
- Reviewed by Nutrition Director Stephanie Lip.
- Regulation 3551 Food Service Operations/Cafeteria Fund
- Reviewed by Nutrition Director Stephanie Lip.
- Policy 3553 Free and Reduced Price Meals
- Reviewed by Nutrition Director Stephanie Lip.
- Regulation 3553 Free and Reduced Price Meals
- Reviewed by Nutrition Director Stephanie Lip.
- Regulation 4112.2 Certification
- Reviewed by Director II of Human Resources Billie Mankey.
- Regulation 6173.1 Education for Foster Youth
- Reviewed by Director of Student Services Clare Davies.

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 05/06/01/2020 ~~2022~~ | **Last Reviewed Date:** 05/06/01/2020 ~~2022~~

CSBA NOTE: Education Code 35186 mandates that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687.

It is recommended that districts use these procedures only for complaints specified in law and this administrative regulation. See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the uniform complaint procedures established pursuant to 5 CCR 4600-4670. For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

CSBA NOTE: 5 CCR 4600, as amended by Register 2020, No. 21, revises the definition of "beginning of the year or semester" as provided below

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after time period from the first day students attend classes for that semester. (5 CCR 4600) a year-long course or semester-long course though not later than 20 business days afterwards.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

1.3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

- a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

CSBA NOTE: The following optional paragraph is for use by districts that maintain any of grades 6-12, and may be revised to reflect the grade levels served by the district.

Pursuant to Education Code 35292.6 requires, as added by AB 367 (Ch. 664, Statutes of 2021), before the start of the 2022-23 school year, a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, is required to stock at least 50 percent of the

school's restrooms with feminine hygiene menstrual products for use in connection with the menstrual cycle; and to not free of charge students for such products. See AR 3517 - Facilities Inspection.

Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements.

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half stock and make available and accessible free of cost, an adequate supply of the restrooms in the school with feminine hygiene menstrual products and to not charge students for the use of such products. in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

CSBA NOTE: Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample form and classroom notice.

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

CSBA NOTE: Education Code 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, CDE the California Department of Education (CDE) staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the Governing Board and to appeal facilities complaints to CDE, as detailed in the following section and the section "Investigation and Response" below.

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685) CONSENT G

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall ~~report the~~ **send written** resolution of the complaint to the **mailing address of the** complainant **as indicated on the complaint** within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

CSBA NOTE: Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code 35186 requires that, when Education Code 48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in ~~item~~ **Item #3a** in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

CSBA NOTE: During the FPM process, CDE staff will expect to see the following statement.

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled ~~public~~ Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687 PGUSD	Williams uniform complaint procedures Regular Meeting of April 20, 2023

Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure <u>procedures</u>
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal

20 USC 6314

Description

Title I schoolwide program

Management Resources

Website

Description

State Allocation Board, Office of Public School Construction

Website

California Department of Education, Williams Case

Website

California County Superintendents Educational Services Association

Website

CSBA

Cross References

Code

0460

Description

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

1100

Communication With The Public

1250

Visitors/Outsiders

1250

Visitors/Outsiders

1312.2

Complaints Concerning Instructional Materials

1312.2

Complaints Concerning Instructional Materials

1312.2-E PDF(1)

Complaints Concerning Instructional Materials

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3-E PDF(1)

Uniform Complaint Procedures

1312.3-E PDF(2)

Uniform Complaint Procedures

1340

Access To District Records

1340

Access To District Records

3270

Sale And Disposal Of Books, Equipment And Supplies

3270

Sale And Disposal Of Books, Equipment And Supplies

3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Policy Reference UPDATE Service

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Exhibit 1312.4-E(2): Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 03/06/01/2019/2022 | **Last Reviewed Date:** 03/06/01/2019/2022

CSBA NOTE: Education Code 35186 creates the Williams uniform complaint procedures for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below.

**K-12 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ___ Yes ___ - No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
 - A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each

student.

- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

CSBA NOTE: The following optional item is for districts that choose to use the ~~William~~Williams uniform complaint procedures to address complaints alleging noncompliance with requirements to stock restrooms at certain schools with ~~feminine hygiene~~menstrual products pursuant to Education Code 35292.6; see the accompanying administrative regulation.

- For a school ~~that serves students in~~servicing any of grades 6-12 ~~with 40 percent of more of its students from low-income families, as defined,~~ the school has not stocked at least half of its restrooms with ~~feminine products,~~ at all times, stocked and made those products available to students at no ~~and accessible free of~~ cost, an adequate supply of menstrual products in every women’s and all-gender restroom, and in at least one men’s restroom.
- The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

CSBA NOTE: Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specify the location for filing the complaint. Districts should specify the name and/or location in the spaces below.

Please file this complaint at the following location:

 (principal or designee)

 (address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

 (Signature)

 (Date)

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal
20 USC 6314

Description
Title I schoolwide program

Management Resources

Website

Description
State Allocation Board, Office of Public School Construction

Website

California Department of Education, Williams Case

Website

California County Superintendents Educational Services Association

Website

CSBA

Cross References

Code

Description

0460

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

1100

Communication With The Public

1250

Visitors/Outsiders

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9012	Board Member Electronic Communications <u>Board Member Electronic Communications</u>
9200	Limits Of Board Member Authority <u>Limits Of Board Member Authority</u>
9322	Agenda/Meeting Materials <u>Agenda/Meeting Materials</u>

Policy 3110: Transfer Of Funds

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** 03/06/01/2021/2022 | **Last Reviewed Date:** 03/06/01/2021/2022

CSBA NOTE: Education Code 41010 and 42600 require districts to expend funds in accordance with the classification of expenditures included in their adopted budget and in the "California School Accounting Manual." However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. 1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)

2. 2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603) _____

~~CSBA NOTE: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.~~ CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

- ~~3. For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)~~

CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Governing Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

- 4. 3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

- 5. 4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)

- 6. 5. Transfer monies between other funds or accounts when authorized by law.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
Ed. Code 16095	Transfer of district funds to district state school building fund
Ed. Code 41010	California School Accounting Manual
Ed. Code 41301	Section A state school fund allocation schedule
Ed. Code 42125	Designated and unappropriated fund balances
Ed. Code 42238-42251	Apportionments to districts
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42600	District budget limitation on expenditure
Ed. Code 42601	Transfers between funds to permit payment of obligations at close of year
Ed. Code 42603	Temporary transfer Transfer of monies held in any fund or account to another fund; repayment
Ed. Code 42603.1	Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22
Ed. Code 42840-42843	Special reserve fund
Ed. Code 5200 PGUSD	Districts governed by boards of education

Ed. Code 52616.4

Expenditures from adult education fund

Ed. Code 78

Definition, governing board

Management Resources

Description

California [CA](#) Department of Education
Publication

California School Accounting Manual, [2019](#)

Website

California Department of Education

Website

CSBA

Website

Fiscal Crisis and Management Assistance Team

Cross References

Code

Description

0460

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

3000

Concepts And Roles

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Budget

3100

Budget

3300

Expenditures And Purchases

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Travel Expenses

3400

Management Of District Assets/Accounts

3400

Management Of District Assets/Accounts

3460

Financial Reports And Accountability

3460

Financial Reports And Accountability

3470

Debt Issuance And Management

3551

Food Service Operations/Cafeteria Fund

3551

Food Service Operations/Cafeteria Fund

~~9323.2~~

~~Actions By The Board~~

9323.2-E PDF(1)

~~Actions By The Board~~

9323.2-E PDF(2)

~~Actions By The Board~~

Policy 3523: Electronic Signatures

Status: ADOPTED

Original Adopted Date: 06/01/2022 |

CSBA NOTE: The following optional board policy may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described in the accompanying administrative regulation. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

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State	Description
<u>2 CCR 22000-22005</u>	<u>Public entity use of electronic signatures</u>
<u>5 CCR 16020-16022</u>	<u>Records, general provisions</u>
<u>5 CCR 16023-16027</u>	<u>District records, retention and destruction</u>
<u>5 CCR 430</u>	<u>Individual student records; definition</u>
<u>5 CCR 432</u>	<u>Student records</u>
<u>Civil Code 1633.1-1633.17</u>	<u>Uniform Electronic Transactions Act</u>
<u>Civil Code 1798.29</u>	<u>District records; breach of security</u>
<u>Education Code 35252-35255</u>	<u>Records and reports</u>
<u>Education Code 44031</u>	<u>Personnel file contents and inspection</u>
<u>Education Code 49060-49079.7</u>	<u>Student records</u>
<u>Education Code 8234</u>	<u>Electronic signatures; child care and development programs</u>

[Government Code 16.5](#)

[Electronic signatures](#)

[Government Code 6252-6265](#)

[Inspection of public records](#)

[Government Code 811.2](#)

[Definition of public entity](#)

Federal

Description

[15 USC 7001-7006](#)

[Electronic Records and Signatures in Commerce Act](#)

[20 USC 1232g](#)

[Family Educational Rights and Privacy Act of 1974](#)

[20 USC 1400-1482](#)

[Individuals with Disabilities Education Act](#)

[34 CFR 99.1-99.8](#)

[Family Educational Rights and Privacy Act](#)

[34 CFR 300-300.818](#)

[Assistance to states for the education of students with disabilities](#)

Management Resources

Description

[California Department of Education Publications](#)

[Management Bulletin 17-13, October 2017](#)

Cross References

Code

Description

[3510](#)

[Green School Operations \(BP\)](#)

[3580](#)

[District Records \(BP\)](#)

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[District Records \(AR\)](#)

[5148](#)

[Child Care and Development \(BP\)](#)

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[Child Care and Development \(AR\)](#)

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[Preschool/Early Childhood Education \(BP\)](#)

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[Preschool/Early Childhood Education \(AR\)](#)

[6159.1](#)

[Procedural Safeguards and Complaints for Special Education \(BP\)](#)

[6159.1](#)

[Procedural Safeguards and Complaints for Special Education \(AR\)](#)

Regulation 3523: Electronic Signatures

Status: ADOPTED

Original Adopted Date: 06/01/2022 |

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using an acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described below. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.

In addition to the general authorization for use of electronic signatures as described above, an electronic signature may be used in specific instances. For example, an electronic signature may be used to fulfill the requirement for parental consent under the Individuals with Disabilities Education Act (20 USC 1400-1482). See comments to 71 Fed. Reg. 156 which provides that electronic signatures are permitted as long as the necessary steps are taken to ensure that there are appropriate safeguards to protect the integrity of the process. Also see the criteria for electronic signatures listed in Items #1-5 below and AR 6159.1 - Procedural Safeguards and Complaints for Special Education. Electronic signatures may also be used when families apply for child care and development services. See the California Department of Education's Management Bulletin 17-13.

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

CSBA NOTE: Pursuant to Civil Code 1633.2 and Government Code 16.5, a digital signature is a type of electronic signature. Aside from the definitions below, "electronic signature" will be used throughout this regulation to indicate all types of electronic signatures, including digital signatures.

A digital signature is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An electronic signature consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

1. Unique to the person using it
2. Capable of verification
3. Under the sole control of the person using it
4. Linked to data in such a manner that if the data are changed the electronic signature is invalidated
5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

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<u>State</u>	<u>Description</u>
<u>2 CCR 22000-22005</u>	<u>Public entity use of electronic signatures</u>
<u>5 CCR 16020-16022</u>	<u>Records, general provisions</u>
<u>5 CCR 16023-16027</u>	<u>District records, retention and destruction</u>
<u>5 CCR 430</u>	<u>Individual student records; definition</u>
<u>5 CCR 432</u>	<u>Student records</u>
<u>Civil Code 1633.1-1633.17</u>	<u>Uniform Electronic Transactions Act</u>
<u>Civil Code 1798.29</u>	<u>District records; breach of security</u>
<u>Education Code 35252-35255</u>	<u>Records and reports</u>
<u>Education Code 44031</u>	<u>Personnel file contents and inspection</u>
<u>Education Code 49060-49079.7</u>	<u>Student records</u>
<u>Education Code 8234</u>	<u>Electronic signatures; child care and development programs</u>
<u>Government Code 16.5</u>	<u>Electronic signatures</u>
<u>Government Code 6252-6265</u>	<u>Inspection of public records</u>
<u>Government Code 811.2</u>	<u>Definition of public entity</u>
<u>Federal</u>	<u>Description</u>
<u>15 USC 7001-7006</u>	<u>Electronic Records and Signatures in Commerce Act</u>
<u>20 USC 1232g</u>	<u>Family Educational Rights and Privacy Act of 1974</u>
<u>20 USC 1400-1482</u>	<u>Individuals with Disabilities Education Act</u>

[34 CFR 99.1-99.8](#)

[Family Educational Rights and Privacy Act](#)

[34 CFR 300-300.818](#)

[Assistance to states for the education of students with disabilities](#)

Management Resources

[California Department of Education Publication](#)

Description

[Management Bulletin 17-13, October 2017](#)

Cross References

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Description

[3510](#)

[Green School Operations \(BP\)](#)

[3580](#)

[District Records \(BP\)](#)

[3580](#)

[District Records \(AR\)](#)

[5148](#)

[Child Care and Development \(BP\)](#)

[5148](#)

[Child Care and Development \(AR\)](#)

[5148.3](#)

[Preschool/Early Childhood Education \(BP\)](#)

[5148.3`](#)

[Preschool/Early Childhood Education \(AR\)](#)

[6159.1](#)

[Procedural Safeguards and Complaints for Special Education \(BP\)](#)

[6159.1](#)

[Procedural Safeguards and Complaints for Special Education \(AR\)](#)

Policy 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 11/01/2007 | **Last Revised Date:** ~~12/06/01/2014~~2022 | **Last Reviewed Date:** 12/01/201406/1/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice. Beginning in the 2022-23 school year, Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), requires districts, during each school day, to provide a breakfast and the lunch free of charge to any student who requests a meal programs offered by, regardless of the district. Districts may student's eligibility for a federally funded free or reduced-price meal. However, in order to receive reimbursements to offset for the costs of meals through, a district must be approved for participation in the National School Lunch Program (42 USC 1751-1769j);, or the School Breakfast Program (42 USC 1773), Special Milk Program (42 USC 1772), or other federally reimbursable meal program as described in the Child Nutrition Act (42 USC 1771-1791). In addition, state funding for meals provided to needy children may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for all available state and federal funds.

). See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and ~~to maximize their participation in available~~ maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

CSBA NOTE: ~~42 USC 1758b, as added by the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296),~~ mandates each district participating in the National School Lunch Program (42 USC 1751-1769j) or any program in the Child Nutrition Act (42 USC 1771-1791), including the School Breakfast Program, to adopt a districtwide school wellness policy which includes nutrition guidelines for all foods available on school campuses; see BP 5030 - Student Wellness for language fulfilling this mandate. In addition, Education Code 49501.5, as added by AB 130, requires that meals provided under the California Universal Meals Program qualify for federal reimbursement. Also see the accompanying administrative regulation for state and federal legal requirements pertaining to nutrition standards.

2. Meet or exceed nutrition standards specified in law ~~and administrative regulation~~
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions

CSBA NOTE: ~~Students who meet federal eligibility criteria must be provided meals free of charge or at reduced prices in accordance with 42 USC 1758 and 1773 and Education Code 49550; see BP/AR 3553 - Free and Reduced Price Meals. Pursuant to Education Code 38084, the district~~

may determine the price for other students consistent with the goal of paying the cost of maintaining the cafeterias; see BP 3551 – Food Service Operations/Cafeteria Fund. State and federal reimbursements for all child nutrition programs are administered by the CDE and are based on the number and type of meals served. CSBA NOTE: Education Code 49501.5, as added by AB 130, requires that nutritionally adequate meals be provided to any student who requests a meal regardless of the student's eligibility for a free or reduced-price meal. However, the district still must determine student eligibility for free or reduced-price meals under the National School Lunch or School Breakfast Program, in order to be reimbursed for such meals as the funds provided under the California Universal Meal Program are meant to supplement, not supplant, federal funds.

~~5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices~~

5. Be provided at no cost to students who request a meal

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. In its, "Food and Nutrition Services Instruction 113-1," the U.S. Department of Agriculture (USDA) states that a district must put in place a public notification system or grassroots effort to inform applicants, participants, and potentially eligible individuals of program availability, rights and responsibilities, and nondiscrimination policy related to federally funded nutrition programs.

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Grant funding may be available through the Fresh Fruit and Vegetable Program (42 USC 1769a) to provide elementary students with a variety of free fresh fruits and vegetables throughout the school day as a supplement to school breakfast and lunch programs. Eligible schools are those that operate the National School Lunch Program and have 50 percent or more of students eligible for free and reduced-price meals.

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

~~CSBA NOTE: No state or federal law directly governs the use of food produced by school gardens or local farms. However, both~~ CSBA NOTE: The following paragraph is optional. Both state and federal law support the concept of using locally grown and/or organic produce in school cafeterias ~~(Education Code 51795-51797; 42 USC 1769).~~ Consistent with the state meal mandate, the Instructional School Gardens Program, established pursuant to Education Code 51795-51797, encourages the creation of school gardens as a means of providing children an opportunity to learn to make healthier food choices. In addition, 42 USC 1769 permits a high poverty school (schools with 50 percent or more students eligible for free and/or reduced-price meals) that runs a community garden to use produce from the garden to supplement food provided at the school. Thus, such use is allowable provided the foods comply with health and sanitation requirements as well as applicable nutrition standards.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

CSBA NOTE: The following paragraph is optional. Education Code 49534, as amended by AB 486 (Ch. 666, Statutes of 2021), authorizes nutrition education programs to coordinate classroom instruction with the food service program and be of sufficient variety and flexibility to meet the needs of students in the district.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

~~The Board desires to provide students with~~ Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to encourage promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for ~~cafeteria eating and~~ food preparation: and consumption.

CSBA NOTE: The district's food service program is subject to the food safety standards in the California Retail Food Code (Health and Safety Code 113700-114437). In addition, 42 USC 1758 and 7 CFR 210.13 and 220.7 require all schools participating in the National School Lunch and/or Breakfast Program to implement a food safety program for the storage, preparation, and service of school meals. See the accompanying administrative regulation for requirements of the food safety program.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation ~~process, from receiving to~~ and service process.

CSBA NOTE: The following optional paragraph may be revised to reflect program evaluation indicators and reporting schedules determined by the district. Districts that participate in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program are subject to a state Administrative Review of district compliance with requirements for federal meal programs, including, but not limited to, a review of nutritional quality, meal patterns, provision of drinking water, school meal environment, and food safety. Each district is reviewed at least once every three years. Also see BP 3551 - Food Service Operations/Cafeteria Fund. However, Education Code 49431, 49431.2 and 49431.5 express legislative intent that the Governing Board annually review the district's compliance with nutrition standards for foods sold outside the National School Lunch or Breakfast Program.

Pursuant to ~~the U.S. Department of Agriculture's~~ USDA's, "Food and Nutrition Services Instruction 113-1," any district participating in federal meal programs must collect racial and ethnic data on potentially eligible populations, applicants, and program participants; see BP 3555 - Nutrition Program Compliance.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food ~~services~~ service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

Policy Reference Disclaimer:

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State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
<u>Ed. Code 49501.5</u>	<u>California Universal Meals Program</u>
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Federal	Description
42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31 PGUSD	National School Lunch Program

7 CFR 215.1-215.18

Special Milk Program

7 CFR 220.2-220.22

National School Breakfast Program

7 CFR 245.1-245.13

Eligibility for free and reduced-price meals and free milk

Management Resources

Description

CA Project Lean Publication

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

California Department of Education Publication

Healthy Children Ready to Learn, January 2005

California Department of Education Publication

Professional Standards in the School Nutrition Programs, Management Bulletin SNP-17-2016, ~~October 2016~~ 13-2020, Updated January 2022

~~California Department of Education Publication~~

~~School Meals Initiative Summary~~

CSBA Publication

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

CSBA Publication

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007

CSBA Publication

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

CSBA Publication

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

U.S. Department of Agriculture Publication

School Breakfast Toolkit

U.S. Department of Agriculture Publication

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

U.S. Department of Agriculture Publication

Dietary Guidelines for Americans, 2005

U.S. Department of Agriculture Publication

Food Buying Guide for Child Nutrition Programs, December 2007

U.S. Department of Agriculture Publication

Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010

U.S. Department of Agriculture Publication

Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005

Website

U.S. Department of Agriculture, Food and Nutrition Services Service

Website

California Farm Bureau Federation

Website

Nourish ~~California Food Policy Advocates~~

Website

California Project LEAN (Leaders Encouraging Activity and Nutrition)

Website

Centers for Disease Control and Prevention

Website

National Alliance for Nutrition and Activity

Website
PGUSD

California School Nutrition Association
Regular Meeting of April 20, 2023

Website	California Department of Education, Nutrition Services Division
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

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0470	COVID-19 Mitigation Plan
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
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Policy Reference UPDATE Service

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Regulation 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 03/01/2011 | **Last Revised Date:** 03/06/01/2016/2022 | **Last Reviewed Date:** 03/06/01/2016/2022

CSBA NOTE: The following optional administrative regulation applies to food sales through the district's food service program, including, [California's Universal Meals Program \(Education Code 49501.5\)](#), the National School Lunch Program (42 USC 1751-1769j), [the](#) School Breakfast Program (42 USC 1773), and [the](#) Special Milk Program (42 USC 1772). The district should select all sections below that apply to programs offered by the district.

See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

Nutrition Standards for School Meals

CSBA NOTE: ~~Item #1 below~~ [The following section](#) is for use by all districts. Education Code ~~49550~~ [49501.5, as added by AB 130 \(Ch. 44, Statutes of 2021\)](#), requires all schools to provide at least one nutritionally, [free of charge, two nutritiously](#) adequate meal each ~~meal~~ [meals per](#) school day to ~~students~~ [any student](#) who meet federal ~~requests a meal, regardless of a student's~~ eligibility criteria ~~for to~~ [participate in any federally-funded](#) free ~~and/or~~ reduced-price meals, regardless of whether the school receives reimbursements through the National School Lunch Program (42 USC 1751-1769j), School Breakfast Program (42 USC 1773), and/or State Meal Program (Education Code 49490-49494) or receives no funding support for school meals; see BP/AR 3553 - Free and Reduced Price Meals. ~~meal.~~ Education Code 49553 defines a "nutritionally adequate meal" as one that qualifies for reimbursement under federal child nutrition program regulations. Schools participating in the National School Lunch and/or Breakfast Program must extend meal service to all students enrolled in the school.

Meals, food items, and beverages provided through the district's food services program shall: (Education Code ~~49531~~ [49501.5](#), 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable

CSBA NOTE: Item #2 below reflects an additional requirement for (1) districts participating in the National School Lunch and/or Breakfast Program which choose to apply for state reimbursements for free and reduced-price meals in addition to their base reimbursement and (2) districts participating in the State Meal Program. Pursuant to Education Code 49430.7, such districts may not provide foods that are deep fried, par fried, or flash fried. Other districts may delete or use this item at their discretion.

In addition, Education Code 49430.7 requires that foods provided by such districts not contain artificial trans fat. 7 CFR 210.10 and 220.8, as amended by 77 Fed. Reg. 17, added the same requirement to the nutrition standards for the National School Lunch and Breakfast Programs applicable to all districts; thus, the prohibition against trans fat is covered by item #1 above. [Although the new California Universal Meals Program \(Education Code 49501.5\) is not expressly subject to this requirement, it is recommended that all districts comply with it as a best practice,](#)

since only meals that qualify for federal reimbursement are reimbursable by the state under the program.

2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

CSBA NOTE: The following section is for use by all districts. Pursuant to 42 USC 1758, schools participating in the National School Lunch Program are required to make free drinking water available for consumption at locations where meals are served during meal service. In addition, Education Code 38086 requires all California schools to make free drinking water available during school meal times. Pursuant to Education Code 38086, a district may be exempted from this requirement only if the Governing Board adopts a resolution, publicly noticed on at least two consecutive meeting agendas, demonstrating that the district is unable to comply due to fiscal constraints or health or safety concerns. Any district whose Board has adopted such a resolution should delete this section.

Pursuant to Education Code 38086, schools may satisfy this requirement by, among other means, providing cups and containers of water or soliciting or receiving donated water. Recommendations on the California Department of Education's web site include providing chilled water, ensuring that all water fountains are clean and operational, and encouraging water consumption through marketing and advertising.

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

CSBA NOTE: The following section is optional. The Special Milk Program (42 USC 1772; 7 CFR 215.1-215.18) is a federally funded program which assists in providing milk at reasonable prices to students in schools that do not participate in the National School Lunch or Breakfast Program. Pursuant to 7 CFR 215.1 and 215.7, districts may choose to provide milk at no charge to students who qualify for free and reduced-price meals; see BP 3553 - Free and Reduced Price Meals.

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.17)

Food Safety

CSBA NOTE: Pursuant to Health and Safety Code 113789, school cafeterias are among food facilities subject to the California Retail Food Code.

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

CSBA NOTE: The remainder of this section is for use by any district participating in the National School Lunch and/or Breakfast Program and may be used or revised by other districts at their discretion. 42 USC 1758 requires such participating districts to implement a food safety program applicable to any facility or part of a facility in which food is stored, prepared, or served. Pursuant to 42 USC 1758 and 7 CFR 210.13 and 220.7, the food safety program must comply with Hazard Analysis and Critical Control Point (HACCP) principles, which include establishing measures needed to prevent hazards at each stage of food production. Pursuant to 7 CFR 210.13, districts may implement either the "traditional" HACCP system or the simplified "process approach." Under the process approach, foods are grouped together according to preparation process and the same control measure is applied to all menu items within the

group, rather than developing an HACCP plan for each item. These principles are described in the USDA's "Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles."

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

CSBA NOTE: Pursuant to 7 CFR 210.30, directors, managers, and staff in the food service program must complete annual training on specified topics, including, but not limited to, training on health and safety standards. ~~In addition, new food service directors are required to complete at least eight hours of food safety training not more than five years prior to their starting date or within 30 days of the director's starting date.~~ CDE Management Bulletin SNP-17-2016 encourages districts to provide food safety training to all employees who handle food, including acting, temporary, or substitute workers and volunteers. Pursuant to Health and Safety Code 113947.1 Based on CDE Management Bulletin SNP-13-2020, districts must ensure that such directors, managers, and staff complete an annual continuing education or training on topics that are job-related, including, but not limited to, food safety standards. In addition, at least one employee at each food facility or site must have successfully passed an approved and accredited food safety certification examination in accordance with Health and Safety Code 113947.2-113947.3.

The Superintendent or designee shall ~~provide ongoing staff development on food safety to~~ ensure that food service directors, managers, and employees staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. ~~The~~ For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

CSBA NOTE: The following paragraph is optional. The USDA's "Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles." states that districts should maintain the following types of records in order to periodically review the food safety program and, in the event of a foodborne illness, to document that reasonable care was exercised in the operation of the school's food service program.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

CSBA NOTE: Health and Safety Code 113725-113725.3 require all food facilities in California to be inspected by the county environmental health agency in accordance with the timelines and procedures established in county regulations. The inspections cover all food service areas, including cafeterias, vending machines, and mobile food carts. Health and Safety Code 113725 specifies findings that would be considered violations, including (1) improper holding temperatures, improper cooling, or inadequate cooking of potentially hazardous foods (i.e., foods that require temperature control); (2) poor personal hygiene of food service employees; (3) contaminated equipment; and (4) food from unapproved sources.

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Notwithstanding the requirements of county regulations, districts participating in these programs must obtain at least two safety inspections each school year.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49510-49520	Nutrition
<u>Ed. Code 49501.5</u>	<u>California Universal Meals Program</u>
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
CA Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
California Department of Education Publication	Healthy Children Ready to Learn, January 2005
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-17-2016, October 2016 13-2020 , Updated January 2022
California Department of Education Publication	School Meals Initiative Summary
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010

U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition Services Service
Website	California Farm Bureau Federation
Website	Nourish California Food Policy Advocates
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	National Alliance for Nutrition and Activity
Website	California School Nutrition Association
Website	California Department of Education, Nutrition Services Division
Website	California Department of Public Health
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Weekend/Saturday Classes

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Facilities Master Plan

Policy Reference UPDATE Service

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Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** ~~03/06/01/2020~~2022 | **Last Reviewed Date:** ~~07/06/01/2019~~2022

CSBA NOTE: The following conditionally mandated policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture Agriculture's (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are mandated to adopt policy addressing meal charges, ~~including delinquent meal charges~~; see the section "Meal Sales" below and the accompanying administrative regulation. However, with the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. Consequently, certain program requirements may no longer be applicable.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and defined in the California Department of Education's (CDE) "California School Accounting Manual."

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and ~~increase~~ cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

CSBA NOTE: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin ~~10-2019~~SNP-13-2020 for updated information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training ~~on, at least once each year, on food service administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year.~~ In addition, Such training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. ~~CDE provides~~ See CDE's web site for online training that meets these requirements; ~~see CDE's web site.~~

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

CSBA NOTE: ~~The following section may be revised~~ Commencing with the 2022-23 school year, each district is required, pursuant to Education Code 49501.5, as added by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides AB 130, to provide a nutritionally adequate breakfast and/or lunch free of charge to all, to any student who requests a meal, regardless of the student's eligibility for participation in the federal free or reduced-price meal program. Consequently, only nonprogram foods may be sold to students at the school. For further information, see BP 3553 - Free and Reduced Price Meals.

~~Meals may be sold to students,~~ Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

CSBA NOTE: Pursuant to Education Code 38082, the Governing Board ~~may~~ is authorized to adopt a resolution to ~~authorize~~ permit the serving of meals to additional persons individuals and organizations other than those ~~listed above.~~ specified in the preceding paragraph. CDE's Nutrition Services Division Management Bulletin ~~00-111~~ SNP-04-2021 states that ~~the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program~~ may not be used to serve any nonstudent ~~would be contrary to program goals.~~ The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

CSBA NOTE: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100).

~~Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin SNP 11-2019.~~

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. ~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.~~

CSBA NOTE: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge

policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

~~CSBA NOTE: Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students whose parents/guardians have unpaid meal fees are not shamed or treated differently than other students. As amended by SB 265 (Ch. 785, Statutes of 2019), Education Code 49557.5 provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that a school could provide an alternative meal to a student with unpaid meal fees. For further information about unpaid meal charges, see CDE's Nutrition Services Division Management Bulletin SNP-03-2017.~~

~~In addition, Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.~~

~~The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or denied a meal of the student's choice. (Education Code 49557, 49557.5)~~

Cafeteria Fund

Cafeteria Fund and Account

CSBA NOTE: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

~~CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.~~

~~The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.~~

CSBA NOTE: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

OPTION 1: ~~The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)~~

OPTION 1 ENDS HERE

OPTION 2: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

OPTION 2 ENDS HERE

Contracts with Outside Services

CSBA NOTE: The following section is optional paragraph may be revised. Pursuant to reflect Education Code 45103.5, the district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance is authorized to contract for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school consulting services related to food service account. Also see management. Education Code 45103.5, 42 USC 1758, and 7 CFR 210.16 authorize a district, under specified conditions, and with approval of CDE, to contract with a food service management company to manage food service operations in any district school. See the accompanying administrative regulation for related requirements.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and

CSBA NOTE: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

CSBA NOTE: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. USDA's Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in USDA's Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any ^{CONSENT G} entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

CSBA NOTE: Pursuant to Public Contract Code 20111, districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

CSBA NOTE: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. ~~Each district is reviewed at least once every three years except that, for school years from 2017-2019 through 2021-22, the three-year review cycle was extended to a five-year cycle pursuant to a waiver submitted by CDE's Nutrition Services Division to USDA.~~ **The CDE performs an Administrative Review of participating districts every three years.** See CDE's nutrition services web site for a current list of documents that may be requested for the review.

~~During the Administrative Review, CDE will review district policies on unpaid meal charges, unpaid meal debt, the prohibition against shaming of students whose families cannot pay for a meal or who have unpaid meal debt, and processes for notifying parents/guardians of these policies at the beginning of the school year and when a student enrolls during the school year.~~

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias, funds and accounts
Ed. Code 38100-38103	Cafeterias, allocation of charges
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Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Federal	Description
2 CFR 200	Appendix VII -Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs, definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and -free milk

Management Resources

California Department of Education
Publication

Description

~~Paid [Pricing of Adult Meals in the National School Lunch Equity Requirement and Calculation Tool Updated Guidance for School Year 2019-20](#) [School Breakfast Programs](#), NSD Management Bulletin, SNP-11-2019, May 2019~~ [04-2021, August 2021](#)

California Department of Education
Publication

~~Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018~~

California Department of Education
Publication

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015

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Publication

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

California Department of Education
Publication

~~Unpaid Meal Charges April 2017~~

California Department of Education
Publication

~~Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012~~

California Department of Education
Publication

Food Distribution Program Administrative Manual

California Department of Education
Publication

~~Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000~~

California Department of Education
Publication

~~Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013~~ [05-2020, February 2020](#)

California Department of Education
Publication

~~Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, May 2015~~

California Department of Education
Publication

California School Accounting Manual

U.S. Department of Agriculture
Publication

School Meals - FAQs

U.S. Department of Agriculture
Publication

~~Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017~~

U.S. Department of Agriculture
Publication

~~Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016~~

U.S. Department of Agriculture
Publication

~~Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016~~ [38-2017, June 2017](#)

U.S. Department of Agriculture
Publication

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

U.S. Department of Agriculture
Publication

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

[U.S. Department of Agriculture
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[School Meals - FAQs](#)

U.S. Department of Agriculture
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Overcoming the Unpaid Meal Challenge: Proven Strategies
from Our Nation's Schools ^{CONSENT G}
Charges: Local Meal Charge
Policies, SP 29-2017, September 46-2016, July 2016

Website

U.S. Department of Agriculture, Food and Nutrition Services

Website

California Department of Education, Nutrition Services
Division

Website

California School Nutrition Association

Cross References

Code

Description

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Nondiscrimination In District Programs And Activities

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District And School Web Sites

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District And School Web Sites

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3550	Food Service/Child Nutrition Program
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Policy Reference UPDATE Service

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Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 07/01/2019 | **Last Revised Date:** 03/06/01/2020-2022 | **Last Reviewed Date:** 07/06/01/2019-2022

CSBA NOTE: Districts that provide breakfast and/or lunch free of charge to all students (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5 should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals. CSBA NOTE: With the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. To receive state reimbursement for the two meals, districts must participate in both the National School Lunch Program and the School Breakfast Program and comply with the requirement to have a written and clearly communicated meal charge policy as mandated pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016. However, some requirements of the National School Lunch Program and/or School Breakfast Program are no longer applicable.

Payments for Meals

CSBA NOTE: State and federal law (Education Code 49550, 49557; 42 USC 1758, 1773; 7 CFR 245.8) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. Districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.

In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP-17-2014.

The following section includes recommendations of the California Department of Education's (CDE) Nutrition Services Division Management Bulletin and the USDA's "School Meals - FAQs" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

CSBA NOTE: Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.

According to USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management

Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications eligibility forms at the start of the school year
4. Posting the policy on the district's web site

Reimbursement Claims

5. ~~Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance~~

~~CSBA NOTE: The following optional paragraph may be revised to reflect district practice. According to the USDA's "School Meals – FAQs," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets when applications for free and reduced-price meals are distributed or approved; (2) maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student; (3) issues at least one advance warning to the student or the student's parent/guardian prior to refusing to issue a replacement ticket; and (4) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.~~ CSBA NOTE: To streamline administration of state and federal meal programs, the California Department of Education (CDE) has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

~~In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen.~~

~~However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.~~

~~In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or PGUSD~~

designee shall investigate any claim that a bill does not belong to a student or is inaccurate, and shall open a new account as appropriate for a student whose account appears to have been misused.

CSBA NOTE: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

CSBA NOTE: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program. Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

CSBA NOTE: Education Code 49557.5 requires that parents/guardians be notified no later than 10 days after a student's school meal account has reached a negative balance. At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

CSBA NOTE: The following optional paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017.

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

CSBA NOTE: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

~~CSBA NOTE: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.~~

~~The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.~~

~~CSBA NOTE: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.~~

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, and reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund and Account

~~CSBA NOTE: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.~~

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

~~CSBA NOTE: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.~~

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

CSBA NOTE: The following ~~optional~~ paragraph is optional. By law, cafeteria funds may be used for use by districts that choose to provide universal breakfast (free the operation and improvement of charge to all students) at one or more schools. Pursuant school food services. For example, pursuant to Education Code 49550.5, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE. ~~The requirement to submit certification does not apply to any district that provides universal breakfast pursuant to a federally authorized provision (e.g., Provision 1, 2, or 3 or the Community Eligibility Provision of the National School Lunch Act).~~

With CDE approval, the The district may use cafeteria funds to supplement the provision of universal a nutritionally adequate breakfast. ~~On and/~~ or before July 1 of each year, the lunch to district shall submit to CDE a Board signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered when permitted by the district with nonfederal funds. (Education Code 49550.5) law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and ~~USDA~~ USDA's guidance, "SP 60-2016, Indirect Costs: Guidance for State Agencies and School Food Authorities," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

CSBA NOTE: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months' average expenditures. If there is a surplus, then according to ~~USDA~~ USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that CDE may approve a district's net cash resources in an amount greater than three months' average expenditures if the district has a spending plan for the excess funds in place with the Nutrition Services Division.

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

CSBA NOTE: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such

storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

CSBA NOTE: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts the district maintains; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, ~~including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students.~~ (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

Policy Reference UPDATE Service

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Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Federal	Description
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2 CFR 200.318-200.326	Procurement standards
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42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and -free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description
California Department of Education Publication	Paid Lunch Equity Requirement and Calculation Tool- Updated Exemption Guidance for School Year 2019-20, NSD Management Bulletin, SNP-11-2019, May 2019 02-2021 , April 2022
California Department of Education Publication	Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018

California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	Unpaid Meal Charges April 2017
California Department of Education Publication	Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012
California Department of Education Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	<u>Pricing of Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000</u> <u>SNP-04-2021, August 2021</u>
California Department of Education Publication	Cafeteria Funds—Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013 <u>05-2020, February 2020</u>
California Department of Education Publication	Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, May 2015
California Department of Education Publication	California School Accounting Manual
U.S. Department of Agriculture Publication	School Meals – FAQs
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
<u>U.S. Department of Agriculture Publication</u>	<u>School Meals FAQs</u>
U.S. Department of Agriculture Publication	<u>Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools</u> <u>Charges: Local Meal Charge Policies, SP 29-2017, September</u> <u>46-2016, July 2016</u>
Website	U.S. Department of Agriculture, Food and Nutrition Services
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E-(1)	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals

3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
3600	Consultants
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parental Notifications
5145.6-E-(1)	Parental Notifications

Policy Reference UPDATE Service

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Policy 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 03/01/2016 | **Last Revised Date:** 03/06/01/2018 2022 | **Last Reviewed Date:** 03/06/01/2018 2022

CSBA NOTE: In addition to the requirement, pursuant to Education Code 49550-requires, that all districts to provide at least one nutritionally adequate meal during each school day to needy students, as defined in Education Code 49552-as those who meet federal eligibility criteria for-, commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), to provide a free, nutritionally adequate breakfast and lunch each school day, to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals- under Education Code 49501.5, a district must participate in the National School Lunch and/or School Breakfast Programs. Consequently, the federal rules and regulations governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required pursuant to Education Code 49501.5.

Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) may receive a higher reimbursement rate for free and reduced-price meals than that provided for meals for noneligible students. In addition, state funding may be available through the State Meal Breakfast and Lunch Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of the SBE before the start of the summer school session for which the waiver is sought. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

The following policy is **mandated** for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students ~~from low-income families~~ in the district's food service program.

~~The~~ Each school day, the district shall provide ~~at least one, free of charge, a~~ nutritionally adequate meal ~~each school day, free of charge or at a reduced price,~~ breakfast and lunch for students whose families ~~meet federal eligibility criteria.~~ any student who requests a meal. (Education Code 49550, ~~49552~~ 49501.5)

CSBA NOTE: Pursuant to 42 USC 1759a, eligible schools may apply to receive meal reimbursements under a universal meal service provision (e.g., the Community Eligibility Provision or Provision 2), which provides breakfast and/or lunch free of charge to all students enrolled at the school. Education Code 49564, as added by SB 138 (Ch. 724, Statutes of 2017), requires any district with a "very high poverty school," defined as one that qualifies to receive the free meal rate in the Community Eligibility Provision, to apply to CDE by September 1, 2018 to operate under any federal universal meal service provision. A district may be exempted from this requirement if the Governing Board adopts a resolution stating that it is unable to comply due to fiscal hardship.

If all district schools operate under a universal meal service provision, this policy and the accompanying regulation should be revised to delete references to reduced-price meals, student eligibility, and the application process. CSBA NOTE: Education Code 49564.3, as added by AB 130, requires districts with a "high poverty school," defined as a school that is eligible to operate the Community Eligibility Provision (CEP) pursuant to 42 USC 1759a, to adopt a universal meal service provision such as the CEP or Provision 2 no later than June 30, 2022.

To provide optimal nutrition and ~~reduce the administrative burden of food service operations~~ ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to ~~provide breakfast and/or lunch free of charge to all students at the school under a federally funded~~ operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district ~~The Superintendent or designee shall apply~~ submit an application to operate a federal universal meal provision to the California Department of Education (CDE) ~~to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years.~~ on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564; 42 USC 1759a).3)

CSBA NOTE: In order to be reimbursed for the California Universal Meal Program established pursuant to Education Code 49501.5, as added by AB 130, or for free and reduced-price meals under the federal National School Lunch or School Breakfast Program, a school must meet ~~federal~~ state and/or ~~state~~ federal nutritional guidelines in ~~7 CFR 210.10 and 220.8 and Education Code 49430 and 49430.7 and 7 CFR 210.10 and 220.8~~, as described in AR 3550 - Food Service/Child Nutrition Program.

The Superintendent or designee shall ensure that meals ~~provided through the free and reduced-price meals~~ served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

CSBA NOTE: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program or Summer Food Service Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced-price meals. The following optional paragraph is for use by districts that choose to provide free milk to eligible students. CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students eligible to receive free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. ~~and that meets other requirements specified in~~ Education Code 49557).

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

CSBA NOTE: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the Board. Districts wishing to use free and reduced-price meal records for the following purposes are mandated by Education Code 49558 to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

The Board authorizes designated employees to use ~~individual~~ records pertaining to student an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

CSBA NOTE: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES.

Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I, Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

CSBA NOTE: ~~According to CDE In its~~ Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit 02-2018, CDE clarified that designated school officials authorized to administer the sharing of free and reduced-price meal application information to other districts/schools for program may share the purpose of determining students' eligibility. The district may provide only the student's name and eligibility status unless of a student with other school officials within the district for purposes not directly related to the applicant consents free and reduced-price meal program, such as to facilitate the sharing of additional information. provision of educational services and support to students who participate in the free and reduced-price meal program on a targeted basis rather than on a schoolwide or districtwide basis, in accordance with the local control accountability plan.

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

CSBA NOTE: According to CDE's Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining student eligibility. For this purpose, the district may provide only a student's name and eligibility status unless the applicant consents to the sharing of additional information.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist ~~in the continuation of the student's meal benefits.~~ that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. ~~He/she~~ The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs

Ed. Code 49500-49505

[Ed. Code 49501.5](#)

Ed. Code 49510-49520

Ed. Code 49530-49536

Ed. Code 49547-49548.3

Ed. Code 49550-49564.5

[Ed. Code 49564.3](#)

Federal

20 USC 1232g

20 USC 6301-6576

42 USC 1751-1769j

42 USC 1771-1791

42 USC 1773

7 CFR 210.1-210.31

7 CFR 220.10-220.21

7 CFR 245.1-245.13

Management Resources

California Department of Education
Publication

CSBA Publication

CSBA Publication

U.S. Department of Agriculture
Publication

U.S. Department of Agriculture
Publication

Website

Website

Website

Website

Website

School meals

[California Universal Meals Program](#)

Nutrition

Child Nutrition Act

Comprehensive nutrition services

Meals for needy students

[High-poverty schools; universal meal service](#)

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Title I Improving the Academic Achievement of the
Disadvantaged

School Lunch Program

Child nutrition

School Breakfast Program

National School Lunch Program

National School Breakfast Program

Eligibility for free and reduced-price meals and free milk

Description

~~Direct Certification Implementation Checklist Free and
Reduced-Price Meals: January 2018~~
[Clarification on the
Sharing of Individual Student Eligibility Information for Local
Control and Accountability Plan Purposes, Management
Bulletin SNP-02-2018, May 2018](#)

Student Wellness: A Healthy Food and Physical Activity
Policy Resource Guide, 2012

Monitoring for Success: A Guide for Assessing and
Strengthening Student Wellness Policies, [rev.](#) 2012

Eligibility Manual for School Meals: Determining and
Verifying Eligibility, July ~~2015~~[2017](#)

Provision 2 Guidance: National School Lunch and School
Breakfast Programs, Summer 2002

U.S. Department of Agriculture, Food and Nutrition
~~Services~~[Service](#)

[Nourish](#) California Food Policy Advocates

California Project LEAN (Leaders Encouraging Activity and
Nutrition)

California Department of Education, Nutrition Services
Division

CSBA

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-PDF(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5141.22	Infectious Diseases
5141.22	Infectious Diseases

5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E-PDF(1)	Parental Notifications
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E-PDF(1)	Title IX Sexual Harassment Complaint Procedures
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E-(1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Regulation 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 03/01/2016 | **Last Revised Date:** 03/06/01/2018/2022 | **Last Reviewed Date:** 03/06/01/2018/2022

CSBA NOTE: In addition to the requirement pursuant to Education Code 49550 requires, that all districts to provide at least one nutritionally adequate meal during each school day to low-income needy students, as defined in Education Code 49552 as those who meet federal eligibility criteria for, commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), to provide a free, nutritionally adequate breakfast and lunch each school day to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals, under Education Code 49501.5, a district must participate in the National School Lunch and/or School Breakfast Programs. Consequently, the federal rules and regulations governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required pursuant to Education Code 49501.5.

The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) and/or the State Meal Program (Education Code 49490-49494).

Applications

CSBA NOTE: ~~The California Department of Education's (CDE) Management Bulletin USDA-SNP-07-2010), "Universal Meals Program Questions and Answers," clarifies that it is districts participating in the responsibility of the district National School Lunch and/or Breakfast Program must continue to ensure that collect meal applications, as meal counts for reimbursement purposes need to be claimed in accordance with the amount of free and, reduced-price, and paid meals and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish.~~ served.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

CSBA NOTE: The following paragraph is optional. In addition to the paper application form described above, Education Code 49557 authorizes districts to make the application for free or reduced-price meals available online, provided that it complies with specified requirements.

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

CSBA NOTE: According to the U.S. Department of Agriculture's (USDA), "Eligibility Manual for School Meals: Determining and Verifying Eligibility," households enrolling a new student after the start of the school year must also be provided an application and related materials.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

CSBA NOTE: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's web site.

Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements.

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

CSBA NOTE: In accordance with law, participants in certain state and federal programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified as eligible without further action or additional application. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data.

Pursuant to 42 USC 1758 and 7 CFR 245.6, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 and 7 CFR 245.6 also authorize, but do not require, districts to directly certify any student who is homeless, migratory, a foster youth, or enrolled in a Head Start program. Education Code 49562, as amended by SB 138 (Ch. 724, Statutes of 2017), also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals, beginning with participation data from the 2017-18 school year as provided by CDE.

Further information about direct certification and eligibility is available in the USDA's "Eligibility Guidance for School Meals Manual."

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits ~~if~~ as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. ~~He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided~~ At least 10 days prior to the actual reduction or termination of benefits, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

CSBA NOTE: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing designated district employees to use individual student records compiled in the administration of the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576. See the accompanying Board policy. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

The Superintendent designates the following district employee(s) to ~~use~~ disclose a student's name and eligibility status from individual meal records ~~pertaining to student participation in the free and reduced-price meal program~~ only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC

School Nutrition Director _____

In using the permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving

CSBA NOTE: Pursuant to Education Code 49557, even with the establishment of the universal meal program, the legal obligation under federal law to ensure that students who are eligible for free and reduced-price meals are not treated differently remains applicable to districts.

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals ~~or for milk~~.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals ~~or milk~~ at a different time.

~~When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)~~

Prices

~~CSBA NOTE: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42 USC 1758 and 1773.~~

~~The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)~~

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
<u>Ed. Code 49501.5</u>	<u>California Universal Meals Program</u>
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49564.5	Meals for needy students
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
California Department of Education Publication	Direct Certification Implementation Checklist Free and Reduced-Price Meals: January 2018
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, <u>rev.</u> 2012
U.S. Department of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015 <u>2017</u>
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

Website	U.S. Department of Agriculture, Food and Nutrition Services Service
Website	Nourish California Food Policy Advocates
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Nutrition Services Division
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
PGUSD	Regular Meeting of April 20, 2023

4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E- (1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program

6176

Weekend/Saturday Classes

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6177

Summer Learning Programs

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Regulation 4112.2: Certification

Status: ADOPTED

Original Adopted Date: 01/01/2011 | **Last Revised Date:** 07/06/01/2017/2022 | **Last Reviewed Date:** 07/06/01/2017/2022

Verification of Credentials

CSBA NOTE: The following optional section may be revised to reflect district practice. Pursuant to Education Code 44330, 44332.5, and 44857, each person employed in a position requiring certification qualifications must register a valid credential not later than 60 days after beginning employment in the district or not later than 60 days after renewing a credential. Pursuant to Education Code 44332.5, a district with over 10,000 average daily attendance (ADA) may provide for the registration of its own certificated employees' credentials. If it does not do so, or if the district has 10,000 ADA or less, certificated employees' credentials must be registered with the county office of education: (COE). The following section may be revised to reflect district practice.

The Commission on Teacher Credentialing (CTC) does not provide credentials in a paper format. Pursuant to 5 CCR 80001, the official record of a credential includes any credential in a paper or electronic format, including, but not limited to, information obtained from ~~the CTC~~ CTC's web site. ~~If an applicant has indicated a county of employment on his/her application, the county office of education will receive a download of credential information for that applicant.~~ For all other certificated staff, the district must obtain verification of its employees' certification through ~~the~~ CTC's online service and may print the displayed information.

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

CSBA NOTE: Pursuant to Education Code 44332, 44332.5, and 44332.6, an individual may be employed while his/her CTC is processing the application ~~is being processed by the CTC~~ if he/she the individual holds a temporary certificate issued by a district with over 10,000 ADA or the ~~county office of education~~ COE, indicating that he/she the individual has passed the state assessment of teachers' basic skills and completed a criminal record check. ~~As amended by AB 1918 (Ch. 127, Statutes of 2016),~~ Education Code 44332, 44332.5, and 44332.6 require the district or ~~county office of education~~ COE, prior to issuing a temporary certificate, to obtain a certificate of clearance (fingerprint clearance) from ~~the~~ CTC to satisfy the criminal record check requirement.

The Superintendent or designee shall verify that any person who is employed by the district while his/her CTC is processing the application for certification ~~is being processed by the CTC~~ possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

Basic Skills Proficiency

CSBA NOTE: Education Code 44830 provides that a district cannot employ an individual in a position requiring certification unless that person has met the basic skills proficiency requirement or is exempted from the requirement by law. Such exemptions are specified in Education Code 44252 and 44830. ~~Unless exempted, persons who have been granted a credential by the CTC have met the basic skills~~

proficiency requirement as a condition of obtaining the credential. According to CTC leaflet CL-667, Basic Skills Requirement, the basic skills proficiency requirement also may be met by passage of the California Basic Educational Skills Test, California Subject Examinations for Teachers: Multiple Subject Plus Writing Skills Examination, California State University Early Assessment Program, California State University Placement Examinations, or a basic skills examination from another state.

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

CSBA NOTE: According to CTC leaflet CL-667, "Basic Skills Requirement", the basic skills proficiency requirement may be met as reflected in Items #1-8, below.

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

1. Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)
2. Passage of the California Subject Examinations for Teachers plus Writing Skills Examination
3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)
4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)
5. Achieving a qualifying score on College Board Advanced Placement Examinations
6. Passage of a basic skills examination from another state

CSBA NOTE: Pursuant to Education Code 44252, as amended by AB 130 (Ch. 44, Statutes of 2021), a person is exempt from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework determined by a credential preparation program, or determined by CTC for an applicant not enrolled in a California credential preparation program. "Qualifying coursework" means a course or courses taken at a regionally accredited institution of higher education for academic credit that applies toward the requirements for an associate's degree, baccalaureate degree, or higher degree. Qualifying coursework does not include professional development or continuing education units, inservice training or workshops, or courses where credits do not apply toward the requirements for an associate's degree, baccalaureate degree, or higher degree. Pursuant to Education Code 44203, as amended by AB 320 (Ch. 663, Statutes of 2021), the definition of a "regionally accredited institution" includes an institution of higher education that held preaccreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning preaccreditation status in addition to an institution of higher education that has already been designated as regionally accredited. CTC is proposing emergency regulations to implement the statutory changes to subject matter competence requirements enacted by AB 130; see CTC Coded Correspondence 21-06 for more information on the proposed regulations.

7. Qualifying coursework (Education Code 44252)

CSBA NOTE: Pursuant to Education Code 44252, as amended by AB 130 and AB 167 (Ch. 252, Statutes of 2021), a person is exempt from the basic skills proficiency test requirement if a credential preparation program or CTC determines that an applicant has demonstrated proficiency through a combination of coursework, as described in Item #7, above, passage of a component or components of the basic skills proficiency test, and scores described in Items #3 and 4, above.

8. Qualifying coursework and exams (Education Code 44252)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if ~~he/she~~the employee has not yet been afforded the opportunity to take the test, provided that ~~he/she~~the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of ~~his/her~~the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by ~~the~~ CTC unless ~~he/she~~the teacher has completed a basic skills proficiency test in another state, passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

CSBA NOTE: Pursuant to Education Code 44252 and 44830, persons holding or applying for a "designated subjects special subjects" credential must be assessed with a district basic skills proficiency test, unless their credential requires possession of a bachelor's degree in which case they are required to meet the state basic skills proficiency requirement. When such persons are employed by a consortium of districts or a joint powers agreement, the test may instead be established by the boards of those entities.

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

CSBA NOTE: 5 CCR 80021 establishes the short-term staff permit (STSP) to immediately fill teacher vacancies based on unforeseen circumstances. Pursuant to 5 CCR 80021, ~~the~~ CTC will issue the STSP to an individual only once and for no more than one year. The STSP will expire no later than July 1, unless the STSP is for a summer school assignment in which case the STSP will expire no later than September 1.

The district may request that ~~the~~ CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher
2. Inability of the teacher of record to finish the school year due to approved leave or illness
3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved ~~intern~~internship program
4. Inability of the applicant to enroll in an approved ~~intern~~internship program due to timelines or lack of space in the program
5. Unavailability of a third-year extension of an ~~intern~~internship program or the applicant's withdrawal from an ~~intern~~internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree^{CONSENT G} from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to the CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested
2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit
3. Written justification for the permit signed by the Superintendent or designee

CSBA NOTE: 5 CCR 80021 provides that a holder of the STSP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). 5 CCR 80021 provides that all STSPs will also include an English learner authorization allowing the holder to provide services in English language development (ELD) or specially designed academic instruction in English (SDAIE); see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the STSP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

CSBA NOTE: 5 CCR 80021.1 establishes the provisional internship permit (PIP) to staff classrooms when appropriately credentialed teachers cannot be found after a diligent search. 5 CCR 80021.1 provides that the PIP will be issued for one calendar year and may not be renewed.

Before requesting that the CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.

2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education COE and who has completed at least three years of full-time classroom teaching experience.

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a public an open Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that ~~he/she~~ the applicant will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

CSBA NOTE: 5 CCR 80021.1 provides that a holder of the PIP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). In addition, 5 CCR 80021.1 provides that all PIPs will include an English learner authorization allowing the holder to provide services in ELD or SDAIE; see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the PIP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

CSBA NOTE: 5 CCR 80022, as added by Register 2016, No. 34, establishes the Teaching Permit for Statutory Leave (TPSL), which authorizes the holder to serve as the interim teacher of record when a teacher takes a statutory leave. The applicable statutory leaves are specified in 5 CCR 80022 and, as clarified by CTC Coded Correspondence 16-10, exclude administrative leave. The TPSL is valid for one calendar year from the first day of the month immediately following the date of issuance, but may be renewed on an annual basis provided that the holder completes additional requirements as specified and the district verifies that it will provide continued mentoring and support.

Qualifications required for the TPSL include possession of a bachelor's or higher degree, completion of the basic skills requirement unless exempted by state law or regulations, completion of a subject-matter requirement, and 45 hours of preservice preparation in the content areas listed in 5 CCR 80022. The design and delivery of the preservice preparation are at the discretion of the district and, as described in CTC Coded Correspondence 16-10, may include existing training and development programs, new

preparation courses or modules, and/or partnerships with the county office of education COE, neighboring districts, colleges and universities, or private companies. The CTC does not accredit or oversee any TPSL preparation. The following paragraph may be revised to reflect district practice.

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that the CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to the CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to the CTC that it will provide the interim teacher: (5 CCR 80022)

1. An orientation to the assignment before or during the first month of service in the statutory leave assignment
2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment
3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

CSBA NOTE: The TPSL authorizes the interim teacher of record to serve for the full length of the statutory leave. CTC Coded Correspondence 16-10 clarifies that, when more than one acceptable leave is taken consecutively, the holder of the TPSL may continue to serve as the interim teacher of record for the entire length of those leaves.

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022. He/she shall and annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

CSBA NOTE: Pursuant to Education Code 44225.7, the district may request that the CTC grant an applicant a one-year emergency permit (Education Code 44300; 5 CCR 80023-80026.6) when a "fully prepared teacher," defined as a teacher who has completed a teacher preparation program, is unavailable to the district. Emergency permits may only be issued for the resource specialist permit (5 CCR 80024.3.1), teacher librarian services permit (5 CCR 80024.6), crosscultural, language and academic development permit (CLAD) (5 CCR 80024.8), and bilingual authorization permit (5 CCR 80024.7).

Pursuant to 5 CCR 80023.1, an emergency permit may be renewed for up to two additional one-year

periods (for a maximum of three years of service).

In order to request an emergency permit, the district must first demonstrate that it has made reasonable efforts to recruit candidates who are enrolled in an intern program or are scheduled to complete preliminary credential requirements within six months and must submit a Declaration of Need for Fully Qualified Educators; see the accompanying Board policy.

As necessary, the Superintendent or designee may request that the CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit, [\(CLAD\)](#), or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before he/she begins beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

CSBA NOTE: 5 CCR 80025.3, as amended by Register 2016, No. 34, authorizes the holder of the STSP, PIP, or TPSL to provide day-to-day substitute teaching services for up to 30 days for a general education teacher or 20 days for a special education teacher.

1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the California Basic Educational Skills Test CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year. He/she shall not serve or as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

CSBA NOTE: 5 CCR 80025 and 80025.5 require the district to have a Statement of Need on file before employing a person with an emergency substitute permit pursuant to item #1 or 4 above. The CTC form for the Statement of Need may be found in the CTC's online "Credential Information Guide," which may be accessed only by employers.

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

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Policy Reference Disclaimer:

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State	Description
5 CCR 80001-80674.6	Commission on Teacher Credentialing
Ed. Code 32340-32341	Unlawful issuance of a credential
Ed. Code 35186	Complaints regarding teacher vacancy or misassignment
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44200-44399.1 44418	Teacher credentialing
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 44300-44302	Emergency permit
Ed. Code 44325-44328	District interns
Ed. Code 44330-44355	Certificates and credentials
Ed. Code 44420-44440	Revocation and suspension of credentials
Ed. Code 44450-44468	University intern internship program
Ed. Code 44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 8360-8370 8295-8305	Qualifications of child care Child development program personnel qualifications
Federal	Description
20 USC 6312	Title I local educational agency plans; notifications regarding teacher qualifications
34 CFR 200.48 61	Parent notification regarding teacher qualifications
Management Resources	Description
Commission on Teacher Credentialing Publication	Waiver Requests Guidebook, 2015
Commission on Teacher Credentialing Publication	Credential Information Guide
Commission on Teacher Credentialing Publication	Assembly Bill 320: Regional Accreditation for Coursework and Degrees Used for Certification Purposes, Credential Information Alert 22-02, March 1, 2022
Commission on Teacher Credentialing Publication	Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter

Competence, Coded Correspondence 21-06, September 20, 2021

Commission on Teacher Credentialing Publication	Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Commission on Teacher Credentialing Publication	Approved Add <u>Addition</u> and Amendments to Title 5 of the CCR <u>California Code of Regulations</u> Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016
Commission on Teacher Credentialing Publication	California Standards for the Teaching Profession (CSTP), 2009
Commission on Teacher Credentialing Publication	CL-667 Basic Skills Requirement
Commission on Teacher Credentialing Publication	CL-856 Provisional Internship Permit
Commission on Teacher Credentialing Publication	CL-858 Short-Term Staff Permit
Commission on Teacher Credentialing Publication	Subject Matter Authorization Guideline Book, 2012 <u>December 2019</u>
Commission on Teacher Credentialing Publication	Supplementary Authorization Guideline Book, 2012 <u>December 2019</u>
Commission on Teacher Credentialing Publication	The Administrator's Assignment Manual: rev. September 2007 , <u>2021</u>
Court Decision	Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing; (1993) 836 F.Supp. 1534
<u>Nat'l Board for Prof. Teaching Stds. Publication</u>	<u>Using Federal Funds for National Board Activities: An Action-Planning Guide</u>
Nat'l Board for Prof. Teaching Stds. Publication	Considerations for Using Federal Funds to Support National Board Certification; 2018
<u>Website</u>	<u>California Department of Education, CA NBPTS Certification Incentive Program 2021-26</u> <u>(https://www.cde.ca.gov/pd/ps/nbptsprogram.asp)</u>
Website	National Board Resource Center
Website	National Board for Professional Teaching Standards
Website	Commission on Teacher Credentialing
Website	Commission on Teacher Credentialing, Credential Information Guide (for employers' use only)
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0460	Local Control And Accountability Plan

0460	Local Control And Accountability Plan
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1312.4-E PDF(1)	Williams Uniform Complaint Procedures
1312.4-E PDF(2)	Williams Uniform Complaint Procedures
3580	District Records
3580	District Records
4111	Recruitment And Selection
4112	Appointment And Conditions Of Employment
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.5	Criminal Record Check
4112.5-E (1)	Criminal Record Check
4112.6	Personnel Files
4113	Assignment
4113	Assignment
4114	Transfers
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4119.21	Professional Standards
4119.21-E (1)	Professional Standards
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.3	Professional Leaves
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4212.5	Criminal Record Check
4212.5-E (1)	Criminal Record Check

4212.6	Personnel Files
4219.21	Professional Standards
4219.21-E (1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4261.11	Industrial Accident/Illness Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
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4312.5-E (1)	Criminal Record Check
4312.6	Personnel Files
4317.14	Postretirement Employment
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4319.21-E (1)	Professional Standards
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.8	Family Care And Medical Leave
5145.6	Parental Notifications
5145.6-E (1)	Parental Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E (1)	Certificate Of Proficiency/High School Equivalency
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.1	Library Media Centers

6164.2	Guidance/Counseling Services
6170.1	Transitional Kindergarten
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6183	Home And Hospital Instruction
6200	Adult Education
6200	Adult Education

Policy Reference UPDATE Service

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Regulation 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 12/01/2013 | **Last Revised Date:** ~~10/06/01/2017~~-2022 | **Last Reviewed Date:** ~~10/06/01/2017~~2022

Definitions

CSBA NOTE: Pursuant to Education Code 48853.5, as amended by AB 1055 (Ch. 287, Statutes of 2021), “foster youth” has the same meaning as the term is defined in Education Code 42238.01, as amended by AB 167 (Ch. 252, Statutes of 2021). See Items #4 and 5 below.

Foster youth, foster child, or student in foster care means ~~any of the following:~~ (Education Code 42238.01, 48853.5)

1. A child who ~~has been removed from his/her home~~ is the subject of a petition filed pursuant to Welfare and Institutions Code ~~309,300,~~ whether or not the child has been removed from the child’s home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361.
2. A child who is the subject of a petition filed under Welfare and Institutions Code ~~300 or 602,~~ or has been removed from his/her home and is the subject of a petition filed under ~~pursuant to~~ Welfare and Institutions Code ~~300 or 602~~ or is a 602, has been removed from the child’s home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d).
3. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)
4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court’s jurisdiction in accordance with the tribe’s law
5. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400

CSBA NOTE: In instances where the rights of the parent/guardian have been limited, the court may appoint an educational representative on a temporary or long-term basis to make educational decisions for the student.

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which ~~he/she~~ the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which ~~he/she~~ the foster youth was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the foster youth is connected, the district liaison for foster youth shall determine, in the best interests of the foster youth, which school ~~is~~ shall be deemed the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, ~~and shall be based on the best interests of the foster youth.~~ (Education Code 48853.5)

CSBA NOTE: Education Code 48850 expresses the legislative intent that the "best interests" of a foster youth include educational stability as well as placement in the least restrictive educational program, as provided below.

In addition, pursuant to 20 USC 6311, determination of a student's "best interest" requires consideration of all factors relating to the student's best interest, including the appropriateness of the current educational setting and the proximity to the school in which the student is enrolled at the time of placement.

Best interest interests of a foster youth means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

District Liaison

CSBA NOTE: Pursuant to Education Code 48853.5, districts are required to designate a staff person as the educational liaison for foster youth. ~~This~~ The person may be the same individual designated as the liaison for homeless students as required by 42 USC 11432; see AR 6173 - Education for Homeless Children. In addition, Education Code 48853.5 requires that, for districts operating a foster youth services program, the liaison be affiliated with that program. The duties of the liaison are as specified below.

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Director of Student Services
 (position or title)
435 Hillcrest Avenue, Pacific Grove, CA 93950
 (address)
(831) 646-6523
 (phone number)
cdavis@pgusd.org
 (email)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)

CSBA NOTE: Education Code 48645.5 requires districts to accept for credit full or partial coursework completed in a public school or nonpublic nonsectarian school or agency in addition to a juvenile court school; see the section below entitled "Transfer of Coursework and Credits."

- ~~1.~~ 2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

- ~~2.~~ 3. When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

CSBA NOTE: Pursuant to Education Code 48853.5, 48911, 48915.5, and 48918.1, the district liaison is required to invite or notify a foster youth's attorney and the appropriate official of the county child welfare agency in certain circumstances when expulsion-related proceedings are pending against the foster youth. For specific situations requiring such invitation or notice, see AR 5144.1 - Suspension and Expulsion/Due Process.

~~2.4.~~ When required by law, notify the Notify a foster youth's attorney and the representative of the appropriate county child welfare agency, when ~~the~~ required by law for a foster youth who is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement ~~when he/she is a student with a disability~~. (Education Code 48853.5, 48911, 48915.5, 48918.1)

CSBA NOTE: Items #4-8 below are optional and should be modified to reflect district practice.

~~3.5.~~ As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

~~4.6.~~ As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

~~5.7.~~ Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

CSBA NOTE: Optional item #7 establishes the responsibility of the district liaison to collaborate with other local agencies to coordinate services for foster youth.

Education Code 42920.5-42921 establish the Foster Youth Services Coordinating Program and provide funding for a county office of education or consortium of county offices of education to coordinate educational support for foster youth among the districts within their jurisdiction. As part of the program, such county offices must develop and implement a coordinating plan for purposes of establishing guiding principles and protocols to provide supports for foster care students. To the extent possible, such a plan must include, but is not limited to, a description of how the program will establish ongoing collaboration among local educational agencies, county child welfare agencies, and county probation departments to determine the proper educational placement of foster youth. In addition, pursuant to Education Code 42921, if a district annually certifies in writing that it is unable, using any other state, federal, local, or private funds, to provide tutoring, mentoring, and counseling for foster youth, it may enter into a temporary agreement with the foster youth services coordinating program to provide those services, if the program has established such services.

~~6.8.~~ Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth

CSBA NOTE: The following optional item facilitates the annual update of the local control and accountability plan required pursuant to Education Code 52060; see BP/AR 0460 - Local Control and Accountability Plan.

~~7.9.~~ Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice.

The Superintendent or designee shall regularly monitor the liaison's caseload ~~of the liaison~~, as well as his/her additional duties outside of the foster youth program, to ~~determine whether~~ ensure that adequate time and resources are ~~available~~ provided to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

CSBA NOTE: Pursuant to Education Code 48853, a district is required to educate foster youth in the least restrictive environment necessary for their educational achievement. However, a district may be discharged from this obligation when the parent/guardian or other person holding the right to make educational decisions for the foster youth unilaterally decides to place the foster youth in another educational program and provides the district a written statement as specified in item #2 below.

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best ~~interest~~ interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and ~~that he/she is aware~~ an awareness of the following:
 - a. The student has a right to attend a regular public school in the least restrictive environment.
 - b. The alternate education program is a special education program, if applicable.
 - c. The decision to unilaterally remove the student from the district school and to place ~~him/her~~ the student in an alternate education program may not be financed by the district.
 - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

CSBA NOTE: Pursuant to Education Code 48853.5, the education of a foster youth may continue ~~his/her education~~ in the school of origin under the circumstances stated below. Elementary and high school districts should delete any item (#3b or c) that is not applicable to the grade levels served by the district.

3. At the initial placement or any subsequent change in placement, the student exercises his/her the right to continue in his/her the school of origin, as defined above. In any such circumstance, the following shall apply:
 - a. The student may continue in the school of origin for the duration of the court's jurisdiction.
 - b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her the school of origin for the remainder of the school year.

- c. -If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/~~her~~^{CONSENT G}the school of origin until he/~~she~~ graduates through graduation.
- d. If the student is transitioning between school grade levels, he/~~she~~the student shall be allowed to continue in the district of origin in the same attendance area to provide him/~~her~~the student the benefit of matriculating with his/~~her~~the student's peers in accordance with the established feeder patterns of school districts in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and he/~~she~~the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/~~her~~the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5) (~~Education Code 48853.5~~)

CSBA NOTE: Pursuant to Education Code 48853.5, a district is required to immediately enroll any foster youth transferring into the district even when the foster youth has outstanding fees or fines due to the last school attended or the district has not received the foster youth's academic and medical records, as listed in ~~items~~Items #1-3 below. However, pursuant to Health and Safety Code 120341, if a district does not receive a foster youth's immunization records prior to enrolling him/~~her~~enrollment, the district must take steps, after the foster youth is enrolled, to obtain his/~~her~~the immunization records or ensure that he/~~she~~the foster youth is properly immunized. See BP/AR 5141.31 - Immunizations.

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by his/~~her~~a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. ~~The, regardless of whether the~~ foster youth shall be immediately enrolled even if he/~~she~~: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

CSBA NOTE: Education Code 48853 and 48853.5 specify that, if a dispute arises regarding school placement, then the district shall use an existing dispute resolution process available to any district student. The following paragraph should be modified to reflect district practice.

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/~~she~~ may an appeal to may be filed with the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the ~~parent/guardian or~~ foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the foster youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

CSBA NOTE: Pursuant to Education Code 48853.5, a district may, but is not required to, provide transportation to enable a foster youth to attend a school or school district of origin, except when it is otherwise required by federal law or pursuant to the individualized education program of a student with a disability. In accordance with 20 USC 6312, ~~as amended by the Every Student Succeeds Act (P.L. 114-95)~~, districts are mandated to collaborate with the local child welfare agency to develop clear written procedures governing how transportation will be provided, arranged, and funded to enable foster youth to attend their school of origin, when it is in their best interest to do so. The local child welfare agency may reimburse the district for any additional costs of such transportation, or the district may agree to pay for or share the costs with the child welfare agency. The following section may be revised to reflect the procedures established in collaboration with the child welfare agency, or such procedures may be incorporated into a memorandum of understanding or other document.

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in ~~their~~the school of origin, for the duration of ~~their~~the time spent in foster care, when it is in ~~their~~the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the ~~student's~~ grades shall be calculated as of the date ~~he/she~~the student left school
2. A verified court appearance or related court-ordered activity

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools. Education Code 51225.2 addresses the transferability of coursework and credits completed by foster youth, as provided below.

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the ~~foster youth did not complete the entire course, he/she~~ was not completed at the previous school, the foster youth shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course ~~that he/she did not complete at his/her previous school.~~

However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, ~~he/she~~the foster youth shall be enrolled

in the same or equivalent course, if applicable, so that he/she may continue and complete ^{CONSENT G} to enable the completion of the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to foster youth who transfer from school to school, there is no uniform system for calculating and awarding partial credits. To ensure consistency in the treatment of foster youth, the California Child Welfare Council (CCWC), in its "Partial Credit Model Policy and Practice Recommendations," available on its web site, recommends the approach specified in the following optional paragraph, which may be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

CSBA NOTE: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

However, when a foster youth who has completed his/her the second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she the foster youth shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her the fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for him/her the foster youth, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1)

To determine whether a foster youth is in his/her the third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her the foster youth for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for him/her the foster youth how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and no shall not grant any request for a transfer solely to qualify for an exemption shall be made by a foster youth or any person acting on behalf of a foster youth for a transfer solely to qualify the foster youth for an exemption. (Education Code 51225.1) 20, 2023

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while ~~he/she is~~ still enrolled in school or if ~~he/she~~ the foster youth transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within ~~his/her~~ the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the foster youth and the person holding the right to make educational decisions for ~~him/her~~ of the foster youth's youth of the option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect ~~his/her~~ the foster youth's ability to gain admission to a postsecondary educational institution
2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges
3. Upon agreement with the foster youth or, if ~~he/she is~~ under 18 years of age, the person holding the right to make educational decisions for ~~him/her~~ the foster youth, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

CSBA NOTE: Education Code 48850 provides that, when a foster youth's residence changes pursuant to a court order or decision of a child welfare worker, the student shall be immediately deemed to meet all residency requirements for participation in extracurricular activities and interscholastic sports. For additional information about eligibility requirements, see BP 6145 - Extracurricular and Cocurricular Activities.

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

CSBA NOTE: Education Code 48853, 49069.5, 51225.1, and 51225.2 require that the district's annual uniform complaint procedures notification include specified information regarding the educational rights of foster youth. See AR 1312.3 - Uniform Complaint Procedures for further information regarding this notification. Education Code 48853.5 requires the California Department of Education (CDE), in consultation with the California Foster Youth Education Task Force, to develop a standardized notice of the educational rights of foster youth and to post that notice on its web site.

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

CSBA NOTE: Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2 provide that complaints of noncompliance with specified requirements related to the education of foster youth may be filed in accordance with the uniform complaint procedures specified in 5 CCR 4600-4670. As with other complaints covered under the uniform complaint procedures, a complainant may appeal the district's decision to ~~the~~ CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 32228-32228.5	Student safety and violence prevention
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42925	Foster children educational services
Ed. Code 48645-48646	Juvenile court schools
Ed. Code 48850-48859	Education of students in foster care and students who are homeless
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Student records; definitions
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster child's education
H&S Code 120341	Foster youth; school placement; <u>and</u> immunization records
H&S Code 1522.41	Training and certification of group home administrators
H&S Code 1529.2	Training of licensed foster parents
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel

W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal

20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Management Resources

	Description
Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations
Cities, Counties and Schools Partnership Pub. Publication	Our Children: Emancipating Foster Youth, A Community Action Guide
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	Alliance for Children's Rights
Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities, Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

Cross References

Code	Description
0200	Goals For The School District
0410 PGUSD	Nondiscrimination In District Programs And Activities Regular Meeting of April 20, 2023

0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment

5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E PDF(1)	Parental Notifications
5145.9	Hate-Motivated Behavior

5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	<u>Response To Instruction And Intervention</u>
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
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6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	<u>Student Success Teams</u>

6164.5	<u>Student Success Teams</u>
6164.6	Identification And Education Under Section 504
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6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program
9320	Meetings And Notices

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

SUBJECT: Contract for Services with Wynd Technologies, Inc. Air by Design

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Wynd Technologies, Inc (WYND) and AirBy Design.

BACKGROUND:

The importance of indoor air quality in classrooms cannot be overstated, as it plays a crucial role in ensuring the safety, well-being, and cognitive performance of both teachers and students. Maintaining optimal air quality mitigates the risk of airborne illnesses, allergies, and asthma triggers, fostering a healthier learning environment for all. WYND is a leading San Francisco Bay Area-based technology company focused on Indoor Air Quality (IAQ) solutions, including advanced monitoring, purification, IAQ control software, and associated offerings. Founded in October 2014 by a team of MIT graduates, WYND’s products have been deployed in over 70,000 buildings and homes, including other schools in Monterey County. AirByDesign’s mission is to ensure that everyone has access to verifiably safer air in buildings, may that be at work, school, or play.

INFORMATION:

The goal of this initiative is to improve indoor air quality in all classrooms through comprehensive and continuous measurement so that proper air improvement methods, including ventilation, purification, and other measures are deployed properly to improve the health of occupants. This contract for services with AirByDesign and WYND includes a comprehensive plan for assessing IAQ and also deploying WYND Halo Air Quality Monitors in 141 classrooms during PGUSD’s 2023 Spring Break.

FISCAL IMPACT:

- \$118,188.00 Funded by Measure D (Fund 21) which includes:
 - One-time installation of monitors in 141 classrooms \$35,280
 - Annual Indoor Air Quality Monitoring \$82,908.00

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

CONSULTANT: Wynd Technologies, Inc. Air By Design

SITE/DEPARTMENT: Business Services

SUBMITTED BY: Joshua Jorn, Assistant Superintendent Business Services

FUNDING SOURCE : Measure D, Fund 21

AGREEMENT TOTAL AMOUNT: \$118,188.00

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Wynd Technologies, Inc. Air By Design** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a *Contractor*. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to:

Part 1: Air Monitoring Assessments

- Assessment and Inspection of the Specified Areas for the Site Map.
- The goal is to be able to scan the rooms, identify HVAC controls, and mechanicals. i.e., returns, supplies, and equipment.
- Perform an on-site assessment of air quality, and network capability for connection.
- On-site CFD (Computational Fluid Dynamics) modeling.
- Overall assessment of mechanical and HVAC condition and performance including economizer, if any, and HVAC equipment.

Part 2: Deployment and Setup of Indoor Air Quality Monitors

- Deployment of WYND Halo IAQ monitors to specify locations and classrooms.
 - Connect to PGSD specified network, and check if a mesh network or repeaters are needed.
 - Determine if the current controls installed in the rooms are compatible with the Symphony of Air cloud-based dashboard.
2. **Term.** Consultant shall commence providing services under this Agreement on **April 20, 2022** and will diligently perform as required and complete performance by **June 30, 2024.**
 3. **Compensation.** District agrees to pay **\$118,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$118,000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
 4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
 5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
 6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
 7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.

Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

- 12. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: Wynd Inc, Air By Design
435 Hillcrest Avenue	Address: 1010 Commercial St STE A
Pacific Grove, CA 93950	City/State/Zip: San Carlos, CA 94070
ATTENTION: Joshua Jorn	Business Phone: 617.438.3694
Assistant Superintendent/CBO	Email (Optional): ray@wynd.ai

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

- 14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

- W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Joshua Jorn

Name: _____

Title: Assistant Superintendent

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Contract for Services with Derivi Castellanos Architects at Forest Grove Elementary School for May 2023 – May 2024

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Derivi Castellanos Architects at Forest Grove Elementary School for May 2023 – May 2024.

BACKGROUND:

This project entails installation of shade structures at existing play areas at Forest Grove Elementary School.

DCA will research available shade structures and propose the best combination of structures for review and approval by the school site.

INFORMATION:

Once a combination of shade structures is approved, DCA will propose its fees to complete construction documents. All existing construction and site surfaces are expected to remain. This project will be submitted for review and approval to the Division of State Architect (DSA).

All existing construction and site surfaces are expected to remain. Installation will occur as soon as possible following approval by DSA.

FISCAL IMPACT:

The fiscal impact to fund 40 is approximately \$18,430 and has been previously budgeted.

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

CONSULTANT: Derivi Castellanos Architects

SITE/DEPARTMENT: Forest Grove Elementary/MOT

SUBMITTED BY: Jon Anderson

FUNDING SOURCE : Fund 40

AGREEMENT TOTAL AMOUNT: Eighteen Thousand Four Hundred Thirty Dollars and no cents (\$18,430.00)

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Derivi Castellanos Architects ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as an Architectural Design Firm Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: This project entails installation of shade structures at existing play areas at Forest Grove Elementary School as indicated on attached Exhibit A. DCA will research available shade structures and propose the best combination of structures for review and approval by the school site. Once a combination of shade structures is approved, DCA will propose its fees to complete construction documents. All existing construction and site surfaces are expected to remain. This project will be submitted for review and approval to the Division of State Architect (DSA).

2. **Term.** Consultant shall commence providing services under this Agreement on or about April 3, 2023 and will diligently perform as required and complete performance by May 27, 2023.

3. **Compensation.** District agrees to pay Eighteen Thousand Four Hundred Thirty Dollars and no cents (\$18,430.00) to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Eighteen Thousand Four Hundred Thirty Dollars and no cents (\$18,430.00) during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

- 12. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: Derivi Castellanos Architects
435 Hillcrest Avenue	Address: 95 S. Market St, Ste.480
Pacific Grove, CA 93950	City/State/Zip: San Jose, CA 95113
ATTENTION: Joshua Jorn	Business Phone: (408)320-4871
Assistant Superintendent/CBO	Email (Optional): jbarroso@dcaaiia.com

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

- 14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Jon Anderson

Name: _____

Title: Director of MOT

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with Derivi Castellanos Architects at Robert Down Elementary School for May 2023 – May 2024

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Derivi Castellanos Architects at Robert Down Elementary School for May 2023 – May 2024.

BACKGROUND:

This project entails installation of shade structures at existing play areas at Robert Down Elementary School.

DCA will research available shade structures and propose the best combination of structures for review and approval by the school site. Once a combination of shade structures is approved, DCA will propose its fees to complete construction documents. All existing construction and site surfaces are expected to remain. This project will be submitted for review and approval to the Division of State Architect (DSA).

INFORMATION:

Once a combination of shade structures is approved, DCA will propose its fees to complete construction documents. All existing construction and site surfaces are expected to remain. This project will be submitted for review and approval to the Division of State Architect (DSA).

FISCAL IMPACT:

The fiscal impact to fund 40 is approximately \$13,800.00 and has been budgeted.

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

CONSULTANT: Derivi Castellanos Architects

SITE/DEPARTMENT: Robert H. Down Elementary/MOT

SUBMITTED BY: Jon Anderson

FUNDING SOURCE : Fund 40

AGREEMENT TOTAL AMOUNT: Thirteen Thousand Eight Hundred Dollars and no cents (\$13,800.00)

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Derivi Castellanos Architects ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as an Architectural Design Firm Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: This project entails installation of shade structures at existing play areas at Robert Down Elementary School as indicated on attached Exhibit A. DCA will research available shade structures and propose the best combination of structures for review and approval by the school site. Once a combination of shade structures is approved, DCA will propose its fees to complete construction documents. All existing construction and site surfaces are expected to remain. This project will be submitted for review and approval to the Division of State Architect (DSA).

2. **Term.** Consultant shall commence providing services under this Agreement on or about April 3, 2023 and will diligently perform as required and complete performance by May 27, 2023.
3. **Compensation.** District agrees to pay Thirteen Thousand Eight Hundred Dollars and no cents (\$13,800.00) to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Thirteen Thousand Eight Hundred Dollars and no cents (\$13,800.00) during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
- 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
- 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

- 12. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: Derivi Castellanos Architects
435 Hillcrest Avenue	Address: 95 S. Market St, Ste.480
Pacific Grove, CA 93950	City/State/Zip: San Jose, CA 95113
ATTENTION: Joshua Jorn	Business Phone: (408)320-4871
Assistant Superintendent/CBO	Email (Optional): jbarroso@dcaia.com

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

- 14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Jon Anderson

Name: _____

Title: Director of MOT

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

SUBJECT: Ratification of Contract for Services M.C. Kimball Inc.

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the contract for services with M.C. Kimball Inc. and Pacific Grove Unified School District (PGUSD).

BACKGROUND:

M.C. Kimball and Associates, LLC, a California-based company, is an innovative and cutting-edge company that provides customized and specialized training, and consulting services to both government and private sectors including schools. School safety training that is provided helps schools remain prepared and avoid reactive responses. M.C. Kimball utilizes certified trainers to custom design and implement an applicable life safety-training module for faculty, students, and parents. Training material and exercises are developed with universal applications and site-specific considerations.

INFORMATION:

M.C. Kimball will provide consulting services for PGUSD schools to include but not limited to the following:

- Safe Schools Consulting for the 2023 school year
- Safety Meetings
- Preparatory Planning for Safe School Drills
- Observation and evaluation (AAR’s)
- Recommended Next Steps

FISCAL IMPACT:

Not to exceed \$4,125.00 Funded by the PGUSD Safety budget.

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

CONSULTANT M.C. Kimball & Associates, Inc

SITE/DEPARTMENT All School Sites

SUBMITTED BY Josh Jorn

FUNDING SOURCE Safety Budget

AGREEMENT TOTAL AMOUNT \$4,125.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and M.C. Kimball & Associates, Inc (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a safe schools consultant. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: observations of the existing safe school drills and attendance to preparatory/debrief meetings accoiated with PGUSD.
2. **Term.** Consultant shall commence providing services under this Agreement on 3/16/2023, and will diligently perform as required and complete performance by 6/30/2022.
3. **Compensation.** District agrees to pay \$4,125.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$4,125.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

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

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

District

Consultant

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

Name: M.C. Kimball & Associates, Inc
 Address: 1130 Fremont Blvd. #277
 City/State/Zip: Seaside, CA 93955
 Business Phone: (831) 224-3838
 Email (Optional): michael@mckimball.com

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

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
Name: Josh Jorn
Title: Assistant Superintendent
Date: _____

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

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

SUBJECT: Contract for Services with ArbiterPay/James Johnson for the 2023-24 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for services with ArbiterPay

BACKGROUND:

This is not a new vendor. ArbiterPay is the company that provides all the referees for the Central Coast.

INFORMATION:

This contract for services is for the 2023-24 school year. This is the only company that provides this service. They are approved by CCS.

FISCAL IMPACT:

\$35,000.00 paid from the Athletic Department Fund.

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

CONSULTANT [ArbiterPay/James Johnson]

SITE/DEPARTMENT [Pacific Grove High School/ Athletic Department

SUBMITTED BY [Lito Garcia]

FUNDING SOURCE [Athletic Department Fund -

AGREEMENT TOTAL AMOUNT \$35,00.00]

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and [ArbiterPay/James Johnson] (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as administrator of funds. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: administrator of funds distributed to referees as well as issues 1099’s as per agreement to each referee
2. **Term.** Consultant shall commence providing services under this Agreement on 4/20/2023 and will diligently perform as required and complete performance by 6/30/2024 .

3. **Compensation.** District agrees to pay \$35,00.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$35,00.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

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

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: [ArbiterPay/James Johnson
435 Hillcrest Avenue	Address: [9815 S Monroe St.
STE204	
Pacific Grove, CA 93950	City/State/Zip: [Santy/UT/84070
ATTENTION: Joshua Jorn	Business Phone: [800-576-2799]
Assistant Superintendent/CBO	Email (Optional):
[James.Johnson@arbitersports.com]	

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

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

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

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

SUBJECT: Contract for Services with Valerie Rhoades for the 2023-24 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for services Valerie Rhoades

BACKGROUND:

Each year, Valerie Rhoades has worked with providing costuming for the Pacific Grove High School musicals.

INFORMATION:

This contract for services is from February to May 2024 for costuming and repair work for the high school musical.

FISCAL IMPACT:

\$1,000.00 this will be paid by ticket sales from the spring musical account. Associate Student Body account.

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

CONSULTANT [Valerie Rhoades]

SITE/DEPARTMENT [Pacific Grove High School/Musicals]

SUBMITTED BY [Lito Garcia]

FUNDING SOURCE [Associated Student Body Account]

AGREEMENT TOTAL AMOUNT [\$1,000.00]

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and [Valeri Rhoades] (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a [costumer]. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [shopping for costume pieces and costume repair].
2. **Term.** Consultant shall commence providing services under this Agreement on 2/1/2024 and will diligently perform as required and complete performance by 5/1/2024 .
3. **Compensation.** District agrees to pay [\$1,000.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed [\$1,000.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 Pacific Grove/CA/93950]
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO
 [Rhoades4@comcast.net]

Name: [Valerie Rhoades]
 Address: [405 Locust Ave. Apt A]
 City/State/Zip: [Pacific
 Business Phone: [831-917-6713]
 Email (Optional):

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

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

Consultant's Employee(s)
 No direct contact or interaction with students

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with Premier Studios for the 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for services with Premier Studios

BACKGROUND:

Premier Studios has provided a photography Service for Pacific Grove High School annually.

INFORMATION:

Premier studios provides ID photos, school photos, senior portraits and photography services during our high school graduation.

FISCAL IMPACT:

No cost to the district. Parents and students pay for the photo packages if they wish to make a purchase.

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

CONSULTANT [Premier Studios]

SITE/DEPARTMENT [Pacific Grove High School]

SUBMITTED BY [Lito Garcia]

FUNDING SOURCE [N/A]

AGREEMENT TOTAL AMOUNT No cost - paid for by students and parents]

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and [Premier Studios] (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a [Photographer]. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [provide photographic services to PGHS including but not limited to graduation ceremony and school portraits.
2. **Term.** Consultant shall commence providing services under this Agreement on 4/20/2023 and will diligently perform as required and complete performance by 6/30/2024 .

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

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

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

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

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: [Premier Studios]
435 Hillcrest Avenue Ste. 101]	Address: [4746 West Jennifer Ave
Pacific Grove, CA 93950	City/State/Zip: [Fresno/CA/93722]
ATTENTION: Joshua Jorn	Business Phone: [559-274-9231]
Assistant Superintendent/CBO [premierstudios@comcast.net]	Email (Optional):

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

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

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with Peninsula Sports Incorporated for the 2023-24 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Sports Incorporated for the 2023-24 school year.

BACKGROUND:

This is not a new vendor. Peninsula Sports Incorporated provides administrative support with scheduling and assigning referees for most games.

INFORMATION:

This contract for services is for the 2023-24 school year.

FISCAL IMPACT:

No fiscal impact to the district.

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

CONSULTANT [Peninsula Sports Incorporated]

SITE/DEPARTMENT [Pacific Grove High School/Athletics Department]

SUBMITTED BY [Lito Garcia]

FUNDING SOURCE [Athletic Department Fund]

AGREEMENT TOTAL AMOUNT \$8,000.00]

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and [Peninsula Sports Incorporated] (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as administrative support]. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [to provide support with scheduling and assigning referees for most games (except lacrosse)as well as any changes that are deemed necessary as well as daily contact with our Athletic Director.
2. **Term.** Consultant shall commence providing services under this Agreement on 5/30/2023 and will diligently perform as required and complete performance by 5/29/2024 .

3. **Compensation.** District agrees to pay \$8,000.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$8,000.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

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

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District Incorporated]	Name: [Peninsula Sports
435 Hillcrest Avenue	Address: [1732 Fremont Blvd. Ste.
200B]	
Pacific Grove, CA 93950	City/State/Zip: [Seaside/CA/93955]
ATTENTION: Joshua Jorn	Business Phone: [831-375-3301]
Assistant Superintendent/CBO	Email (Optional): [tom@psirefs.com]

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

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

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

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

SUBJECT: Contract for Services with NCLRA – National California Lacrosse Referees Association for the 2023-24 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with the NCLRA – National California Lacrosse Referees Association.

BACKGROUND:

This is not a new vendor. The NCLRA is the company that provides the lacrosse referees for the Central Coast.

INFORMATION:

This contract for services is for the Spring sports season. February 1, 2024 - May 30, 2024

FISCAL IMPACT:

\$3,000.00. To be paid out of the Athletic Department Fund

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

CONSULTANT [NCLRA - National Lacrosse Referees Association]
SITE/DEPARTMENT [Pacific Grove High School/Athletics Department]
SUBMITTED BY [Lito Garcia]
FUNDING SOURCE [Athletic Department Fund]
AGREEMENT TOTAL AMOUNT \$3,000.00]

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and [NCLRA - National California Lacrosse Referees Association] (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as administrator for Lacrosse referees]. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [assigns lacrosse referees only to games on the Central Coast - also supplies 1099’s to their referees.
2. **Term.** Consultant shall commence providing services under this Agreement on 2/1/2023 and will diligently perform as required and complete performance by 5/30/2024 .

3. **Compensation.** District agrees to pay \$3,000.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$3,000.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

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

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District California Lacrosse Referees Association 435 Hillcrest Avenue Pacific Grove, CA 93950 Portland/ME/04116]	Name: [NCLRA - National California Lacrosse Referees Association Address: [P.O. Box 2517 City/State/Zip: [South Business Phone: [619-892-2613] Email (Optional):
ATTENTION: Joshua Jorn Assistant Superintendent/CBO [mjfnorcal@gmail.com]	

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

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

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Consultant Contract with Josten’s Inc.

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for services with Josten’s Inc.

BACKGROUND:

This is not a new vendor. Josten’s helps to create our yearbook. The representative works with our Yearbook advisor to create a book of memories for our students, alumni and archival purposes.

INFORMATION:

This contract for services is for the 2023-24 school year starting July 1, 2023, and ending June 30, 2024.

FISCAL IMPACT:

Yearbooks are for sale year-round. Money generated by yearbook sales and senior ad sales fund the yearbook each year. Associated Student Body account.

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

CONSULTANT [Josten's Inc.]

SITE/DEPARTMENT [Pacific Grove High School/Yearbook]

SUBMITTED BY [Lito M. Garcia]

FUNDING SOURCE [ASB Account/Yearbook]

AGREEMENT TOTAL AMOUNT [\$30,000.00]

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and [Josten's Inc.] ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a [consultant to our yearbook advisor]. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [helping our yearbook advisor with the planning for content, layout, meeting deadlines.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023. and will diligently perform as required and complete performance by June 30, 2024
3. **Compensation.** District agrees to pay [\$30,000.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed [\$30,000.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure

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

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

District

Consultant

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

Name: [Laura Parker]
 Address: [21336 Network Place]
 City/State/Zip: [Chicago/IL/60673]
 Business Phone: [408-355-5878]
 Email: laura.parker@jostens.com]

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

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Lito M Garcia]

Name:

Title: [Principal]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Contract for Services with Field of Dreams Designs for the 2023-24 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for services with Field of Dreams Designs.

BACKGROUND:

This is not a new vendor. Field of Dreams provides repair and embroidery work for ASB and Athletics.

INFORMATION:

This contract for services is for the 2023-24 school year. Various teams and clubs use this service.

FISCAL IMPACT:

\$3,000.00. To be paid for out of either Associated Student Body account or Athletic Department Fund depending upon which team or club has requested this service.

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

CONSULTANT [Field of Dreams Designs]

SITE/DEPARTMENT [Pacific Grove High School/ ASB and Athletics Department]

SUBMITTED BY [Lito Garcia]

FUNDING SOURCE [Athletic Department Fund and Associated Student Body account]

AGREEMENT TOTAL AMOUNT \$3,000.00]

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and [Field of Dreams Designs] ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as designer and embroiderer Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [repair, designing and embroidery work for teams and clubs].
2. **Term.** Consultant shall commence providing services under this Agreement on 4/20/2023 and will diligently perform as required and complete performance by 6/30/2024 .

3. **Compensation.** District agrees to pay \$3,000.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$3,000.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

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

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: [Field of Dreams Designs
435 Hillcrest Avenue	Address: [830 Grove Acre Ave
Pacific Grove, CA 93950	City/State/Zip: [Pacific
Grove/CA/93950	
ATTENTION: Joshua Jorn	Business Phone: [831-392-6790]
Assistant Superintendent/CBO	Email (Optional):
[neil@fieldofdreamsdesigns.com]	

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

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

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with Ashley Beem and Beem Video for the 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for services Ashley Beem and Beem Video

BACKGROUND:

This is not a new service.

INFORMATION:

Beem Video will be recording the Pacific Grove High School productions for the Spring musical during the 2023-2024 school year. The filming is for archival and live streaming purposes. The contract is for \$500.00. This covers all performances.

FISCAL IMPACT:

\$500.00 for the contract will be paid out of the Wells Fargo ASB PG Musicals account.

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

CONSULTANT [Ashley Beem and Beem Video]

SITE/DEPARTMENT [Pacific Grove High School/ ASB Musicals

SUBMITTED BY [Lito Garcia]

FUNDING SOURCE [Student Body account

AGREEMENT TOTAL AMOUNT \$500.00]

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and [Ashley Beem and Beem Video] (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as videographer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [video services for live streaming and archival purposes.
2. **Term.** Consultant shall commence providing services under this Agreement on 4/20/2023 and will diligently perform as required and complete performance by 6/30/2024 .
3. **Compensation.** District agrees to pay \$500.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$500.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

Consultant

Pacific Grove Unified School District
Video

Name: [Ashley Beem and Beem

435 Hillcrest Avenue

Address: [836 2nd Street

Pacific Grove, CA 93950
Grove/CA/93950

City/State/Zip: [Pacific

ATTENTION: Joshua Jorn

Business Phone: [805-801-9054]

Assistant Superintendent/CBO
[ashleybeem@yahoo.com]

Email (Optional):

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

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

DOJ Clearance Previously Received by District

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

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

Signature: _____
 Name: _____
 Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

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

SUBJECT: Contract for Services with Agile Technologies DBA HUDL for the 2023-24 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with the Agile Technologies DBA HUDL for the 2023-24 school year.

BACKGROUND:

This is not a new vendor. Agile Technologies DBA HUDL provides filming and archival services for the teams to be able to review and develop strategies for team play.

INFORMATION:

This contract for services is for the 2023-24 school year.

FISCAL IMPACT:

\$1,999.00. This will be paid out of the Wells Fargo Athletic Department Fund - \$1965169244/various teams that use that service.

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

CONSULTANT [Agile Sports Technologies DBA - HUDL]

SITE/DEPARTMENT [Pacific Grove High School/ Athletic Department]

SUBMITTED BY [Lito Garcia]

FUNDING SOURCE [Athletic Department Fund -various team accounts]

AGREEMENT TOTAL AMOUNT \$1,999.00]

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and [Agile Sports Technologies DBA - HUDL] (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as videographer – recording of games for later use. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: video review, distribution and analyzing of sport videos on a web based platform. This is only accessible to the coaches and players who use the service.
2. **Term.** Consultant shall commence providing services under this Agreement on 5/30/2023 and will diligently perform as required and complete performance by 5/29/2024 .

3. **Compensation.** District agrees to pay \$1,999.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,999.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

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

District

Consultant

Pacific Grove Unified School District
Technologies DBA - HUDL

Name: [Agile Sports

435 Hillcrest Avenue
Ste. S-202

Address: [1625 N Market Blvd.

Pacific Grove, CA 93950

City/State/Zip: [Sacramento/CA/95834

ATTENTION: Joshua Jorn

Business Phone: [402-382-2211]

Assistant Superintendent/CBO

Email (Optional): [jen/welch@hudl.com

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

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

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with S.C.A.T.T. Recreation for the 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with SCATT Recreation for golf cart repair services for Pacific Grove High School for the 2023-2024 school year.

BACKGROUND:

SCATT Recreation provides repair services for Pacific Grove High School. This is a process that the District does not have the resources or equipment to perform.

INFORMATION:

SCATT Recreation will repair golf carts for the 2023-2024 school year.

FISCAL IMPACT:

\$5000 to be paid by Site Funds.

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

CONSULTANT S.C.A.T.T. Recreation

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. García, Principal

FUNDING SOURCE 01-0000-0-1110-2700-5800-00-006-7205-0720

AGREEMENT TOTAL AMOUNT \$5000

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and SCATT Recreation (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: repair of golf carts.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023 . and will diligently perform as required and complete performance by June 30, 2024.
3. **Compensation.** District agrees to pay \$5000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$5000 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

Consultant

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

Name: SCATT Recreation
 Address: 242 Griffin Street
 City/State/Zip: Salinas/CA/93901
 Business Phone: 831-758-5663
 Email (Optional):

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

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

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

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Contract for Services with Anthony J Nocita, IAMP for the 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Anthony J Nocita, IAMP for audio-visual repair services for Pacific Grove High School for the 2023-2024 school year.

BACKGROUND:

Anthony Nocita provides audiovisual repair for Pacific Grove High School. This is a process that the District does not have the resources or equipment to perform.

INFORMATION:

Anthony Nocita will repair audiovisual equipment for the 2023-2024 school year.

FISCAL IMPACT:

\$500 to be paid by Site.

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

CONSULTANT Anthony J Nocita, IAMP

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. García, Principal

FUNDING SOURCE 01-0000-0-1110-1000-5600-00-006-1005-0720

AGREEMENT TOTAL AMOUNT \$500

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Anthony J Nocita ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: repair of AV equipment.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023 . and will diligently perform as required and complete performance by June 30, 2024.
3. **Compensation.** District agrees to pay \$500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

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

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

District

Consultant

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

Name: Anthony J. Nocita, IAMP
 Address: 218 Reindollar #6-A
 City/State/Zip: Marina/CA/93933
 Business Phone: 831-884-9558
 Email (Optional):

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

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

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

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

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

SUBJECT: Contract for Services with Federico Embroidery for the 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Federico’s Embroidery to provide embroidery services to place recognition insignia on Graduation stoles.

BACKGROUND:

Federico Embroidery provides this service annually.

INFORMATION:

There are approx. 20 stoles. This service has historically been funded through CTEIG monies, but will be funded through site funds going forward.

FISCAL IMPACT:

\$2500 to be funded through Site Funds.

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

CONSULTANT Federico Embroidery

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. García, Principal

FUNDING SOURCE 01-0000-0-1110-2700-5800-00-006-7205-0720

AGREEMENT TOTAL AMOUNT \$2500

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Federico Embroidery (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a embroiderer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: embroidery services for Graduation Stoles.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023. and will diligently perform as required and complete performance by June 30, 2024.
3. **Compensation.** District agrees to pay up to \$2500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure

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

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

District

Consultant

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

Name: Federico Embroidery
 Address: 542 Abrego Street
 City/State/Zip: Monterey/CA/93940
 Business Phone: 831-646-0453
 Email (Optional): dave@federicosembroidery.org

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

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

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

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

SUBJECT: Contract for Services with Nguyen Security for 2022-2023 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. García, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Nguyen Security to provide security services surrounding the 2023 Pacific Grove High School Graduation Ceremony.

BACKGROUND:

These services have traditionally been provided overnight at the stadium to prevent vandalism.

INFORMATION:

PGHS needs security services May 25, 2023- May 26, 2023 to prevent vandalism at the stadium where the graduation ceremony will take place.

FISCAL IMPACT:

Total cost: \$840 to be paid through Site Funds

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

CONSULTANT Nguyen Security

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. Garcia, Principal

FUNDING SOURCE 01-0000-0-1110-2700-4300-00-006-7205-0720

AGREEMENT TOTAL AMOUNT \$840

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Nguyen Security (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a security firm. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Providing security surrounding Graduation Ceremony.
2. **Term.** Consultant shall commence providing services under this Agreement on May 1, 2023 . and will diligently perform as required and complete performance by June 30, 2023 .
3. **Compensation.** District agrees to pay \$840 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$840 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

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

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

District

Consultant

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

Name: *Nguyen Security*
 Address: *2100 Garden Road, Ste C-308*
 City/State/Zip: *Monterey/CA/93940*
 Business Phone: *831-920-1877*
 Email (Optional): *info@nguyensecurity.com*

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

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity
- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for Services with Nguyen Security for 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. García, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Nguyen Security to provide security services surrounding the 2024 Pacific Grove High School Graduation Ceremony.

BACKGROUND:

These services have traditionally been provided overnight at the stadium to prevent vandalism.

INFORMATION:

PGHS needs security services overnight the evening prior to the Graduation Ceremony to prevent vandalism at the stadium where the graduation ceremony will take place.

FISCAL IMPACT:

Total cost: \$900 to be paid through Site Funds

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

CONSULTANT Nguyen Security

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. Garcia, Principal

FUNDING SOURCE 01-0000-0-1110-2700-4300-00-006-7205-0720

AGREEMENT TOTAL AMOUNT \$900

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Nguyen Security (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a security firm. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Providing security surrounding Graduation Ceremony.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023 . and will diligently perform as required and complete performance by June 30, 2024 .
3. **Compensation.** District agrees to pay \$900 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$900 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

Consultant

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

Name: *Nguyen Security*
 Address: *2100 Garden Road, Ste C-308*
 City/State/Zip: *Monterey/CA/93940*
 Business Phone: *831-920-1877*
 Email (Optional): *info@nguyensecurity.com*

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

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with Gary Stotz for the 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Gary Stotz for musical instrument repair services for the Pacific Grove High School music department for the 2023-2024 school year.

BACKGROUND:

Gary Stotz provides musical instrument repair and sanitization for the Pacific Grove High School music department. This is a process that the District does not have the resources or equipment to perform.

INFORMATION:

Gary Stotz will repair instruments for the 2023-2024 school year.

FISCAL IMPACT:

\$500 to be paid by District Music budget.

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

CONSULTANT Gary Stotz Music

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. García, Principal

FUNDING SOURCE 01-0000-0-1155-1000-5800-00-006-1430720

AGREEMENT TOTAL AMOUNT \$500

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Gary Stotz (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: repair and cleaning of instruments.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023 . and will diligently perform as required and complete performance by June 30, 2024.
3. **Compensation.** District agrees to pay \$500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

Consultant

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

Name: Gary Stotz Music
 Address: 1233 Funston Avenue
 City/State/Zip: Pacific Grove/CA/93950
 Business Phone: 831-375-9718
 Email (Optional):

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

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

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

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair for the 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Apolimario Vivit DBA Vivit Musical Instrument Repair for musical instrument repair services for the Pacific Grove High School music department for the 2023-2024 school year.

BACKGROUND:

Vivit Musical Instrument Repair provides musical instrument repair and sanitization for the Pacific Grove High School music department. This is a process that the District does not have the resources or equipment to perform.

INFORMATION:

Vivit Musical Instrument Repair will repair instruments for the 2023-2024 school year.

FISCAL IMPACT:

\$1000 to be paid by District Music budget.

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

CONSULTANT Apolinario Vivit, DBA Vivit Musical Instrument Repair

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. García, Principal

FUNDING SOURCE 01-0000-0-1155-1000-5800-00-006-1432-0720

AGREEMENT TOTAL AMOUNT \$1000

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and [Company] (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: repair and cleaning of instruments.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023. and will diligently perform as required and complete performance by June 30, 2024.
3. **Compensation.** District agrees to pay \$1000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1000 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

Consultant

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

Name: Vivit Musical Instrument Repair
 Address: 707 Pajaro St
 City/State/Zip: Salinas/CA/93901
 Business Phone: 831-214-7375
 Email (Optional):

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

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

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

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Contract for Services with Planned Parenthood Mar Monte for the 2023-2024 School Year

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Planned Parenthood Mar Monte for the 2023-2024 school year.

BACKGROUND:

Planned Parenthood offers relationships and sex education sessions to secondary students utilizing a comprehensive curriculum.

INFORMATION:

In accordance with AB 329, students from Pacific Grove High School will be invited, with parental consent, to participate in a comprehensive sex education sessions covering topics such as reproductive anatomy, relationships and boundaries, consent and safer sex.

FISCAL IMPACT:

\$2200 to be paid by District Curriculum

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

CONSULTANT Planned Parenthood Mar Monte

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. García, Principal

FUNDING SOURCE 01-0000-0-1110-2130-5800-00-009-1560-0730

AGREEMENT TOTAL AMOUNT \$2200

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Planned Parenthood, Mar Monte (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a independent consultant. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: providing comprehensive sexual education curriculum.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023 and will diligently perform as required and complete performance by June 30, 2024.
3. **Compensation.** District agrees to pay \$2200 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2200 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure

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

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

District

Consultant

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

Name: Planned Parenthood Mar Monte
 Address: 1691 The Alameda
 City/State/Zip: San Jose/CA/95123-2203
 Business Phone: 1-877-855-7526
 Email (Optional):

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

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

SUBJECT: Contract for Services with Pacific West Water Purification Inc for the 2023-2024 School Year.

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Pacific West Water Purification Inc to provide service to a reverse osmosis drinking water system at Pacific Grove High School for the 2023-2024 school year.

BACKGROUND:

The district has been purchasing 3 gallon jugs of water that are placed on a ceramic dispenser that is often contaminated with algae. A staff member purchased the jugs monthly from Health & Water Store.

INFORMATION:

Pacific West Water Purification Inc will maintain and service a Reverse Osmosis Water System in the A-Wing staff lounge that provides filtered water on demand.

FISCAL IMPACT:

Approx \$250.00 yearly for maintenance and service. All fees to be paid by site.

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

CONSULTANT Pacific West Water Purification Incorporated

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M. García, Principal

FUNDING SOURCE 01-0000-0-1110-2700-5800-00-006-7205-0720

AGREEMENT TOTAL AMOUNT \$250

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Pacific West Water Purification Incorporated (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a `installer/servicer`. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: `provide service to reverse osmosis drinking water system`.
2. **Term.** Consultant shall commence providing services under this Agreement on `July 1, 2023`. and will diligently perform as required and complete performance by `June 30, 2024`.
3. **Compensation.** District agrees to pay `$250` to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed `$250` during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure

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

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

District

Consultant

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

Name: Barry Haylings
 Address: PO Box GH
 City/State/Zip: Pacific Grove/CA/93950
 Business Phone: 831-375-5888
 Email (Optional): bhaylings@gmail.com

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

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

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

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

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

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

SUBJECT: Forest Grove Elementary 2023-2024 Parent and Student Handbook

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Irene Preciado, PhD Forest Grove Elementary

RECOMMENDATION:

The District Administration recommends the Board review and approve the 2023-2024 Forest Grove Elementary Handbook.

BACKGROUND:

The PGUSD Board of Education is tasked annually with approving school site handbooks.

INFORMATION:

Added information on school expectations: SOAR, Safe, On-task, Accountable, Respectful and conducted a review of grammar, punctuation, and formatting issues as well as added a positive tone regarding behavior expectations (instead of don't run – walk). The following were changed in the 2023-2024 Forest Grove Elementary School Parent and Student Handbook:

Page 8 – Added section to explain school registration online with Synergy and class placements

Page 10- Updated attendance codes in alignment with RHD

Page 15 – In agreement with RHD Mr. Keller, addressed the Dress Code language to remove language based on gender.

Page 15 – Added language regarding PGUSD Tech Agreement

Page 21 – Changed Food Services language per Director Stephanie Lip

Page 25 – Added language of Toolbox Tools and use of Restorative Practices along with PGUSD Discipline Matrix

FISCAL IMPACT:

None

Forest Grove Elementary School Falcons



2023 -2024

Parent-Student Handbook

Principal's Message



Dear Forest Grove Families,

We are excited to welcome you to Forest Grove Elementary School, and on behalf of our entire staff, I thank you for entrusting us with the education of your child. Since 1959, our school has been delivering a top tier educational program in a loving atmosphere where caring professionals work daily to develop the whole child. While we place an emphasis on providing a rigorous academic program securely rooted in the California Content Standards, we are ever mindful that our first job is to teach students to love learning and develop character traits that lead to good citizenship. Simply put, we want our students to grow into good people who live happy lives.

Our teaching staff embodies a blend of seasoned professionals and youthful enthusiasm. This combination of rich experience and fresh ideas makes for a dynamic educational atmosphere for students and adults. Our first priority will be to establish a safe, positive, and engaging learning environment. When these three elements are present, students can focus on learning and will look forward to coming to school each day.

All of our aides, custodians, food service workers, and office staff share this same affinity for children. Many of our support personnel have been at our school for more than 10 years because they enjoy working with students and recognize that Forest Grove is a special place.

Our staff uses a social emotional learning program called The Toolbox. The 12 tools for social interaction and resilience will be taught to all of our students and implemented across all educational settings. Our goal is to have a common language to help students learn to build positive relationships and handle conflict effectively when it arises. In the 2022-23 School Year, we introduced SOAR, Safe, On-task, Accountable, Respectful and linked it with Toolbox to strengthen the message and support for all students and staff.

We look forward to partnering with our parents in the education of your children. To that end, we encourage you to read this entire student-parent handbook, so you can familiarize yourself with our routines and rules. Our handbook is packed with valuable information and many answers to your questions are found in these pages.

We are all proud to be Falcons, and whether your child is returning to Forest Grove or a newcomer to our nest, we believe that your child will soon learn to soar.

Go Falcons!

Irene Preciado

Irene Preciado, PhD

Principal

831-646-6504

ipreciado@pgusd.org

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Core Value Statements

Regarding Students:

We believe that all students are best served when each feels that they are valued and appreciated as important citizens of our school and community. Further, we know that all students enjoy success in learning and acknowledgement of their achievements. To that end, we will provide the time, methods and materials necessary to support our students as they strive toward their full potential.

Regarding Staff:

We believe that all staff members work best in a friendly, positive, and mutually supportive environment – one which fosters collaboration and professionalism. We agree to work toward consensus, differ respectfully, and treat one another as we ourselves wish to be treated.

Regarding Parents/Guardians:

We believe that parents/guardians are our partners in educating their children. We strive to create an atmosphere where honest, open, two-way communication with families takes place. This is an essential element in providing a successful learning experience for all students.


Regarding Community:

As educators, we believe that we should broaden our experiences toward providing for the thoughtful service to and stewardship of local and global communities. Further, we feel that we have an obligation to serve as role models for our students in this regard.

Written 2009
Reaffirmed 2020

Bell Schedule 2023-24

TK & Kindergarten Regular Schedule	
8:45	School starts
8:45 – 10:40	Instruction
10:40 – 10:55	*Recess
10:35 – 12:10	Instruction
12:10 – 12:55	Lunch / recess
12:55 – 2:00	Instruction
2:00	Dismissal
* Kindergarten recess times will vary according to class needs.	



1st – 5th Grades Regular Schedule	
8:45	School starts
8:45 – 10:15 Grades 4 & 5	Instruction
8:45 – 10:30 Grades 1, 2 & 3	Instruction
10:15 – 10:25 Grades 4 & 5	Recess
10:30 – 10:40 Grades 1, 2 & 3	Recess
10:25 – 12:10 Grades 4 & 5	Instruction
10:40 – 12:10 Grades 1, 2 & 3	Instruction
12:10 – 12:55	Lunch / Recess
12:55 – 1:55 ALL	Instruction
1:55 – 2:05 ALL	Recess
2:05 – 3:10 ALL	Instruction
3:10	School Dismissed

Thursday Schedule (1 st – 5 th students)	8:45 a.m.	School Starts
	2:00 p.m.	School Dismissed

Minimum Day Schedule (all students)	8:45 a.m.	School Starts
	12:10 p.m.	School Dismissed

School Calendar 2023-24 (draft)

Forest Grove Elementary School Calendar 2023-2024

August	4-8 7 8 9 15 23 24	Friday - Tuesday Monday Tuesday Wednesday Tuesday Wednesday Thursday	Staff Professional Development days (non-student days) Class Lists emailed & posted All Grades - "Meet and Greet" 3:00 – 4:00 pm First Day of School Food Allergy Assembly - 11:00am School Photos Back to School Night, 6:00 – 7:00 pm
September	4 11 16	Monday Monday Saturday	Labor Day Holiday (no school) Morris Brothers, Anti-bullying Assembly Walk with PRIDE 9am - 12pm
October	7 16-20 25 31	Saturday Monday - Friday Wednesday Tuesday	Butterfly Parade & Bazaar Fall Break (no school) Retake (absent) Picture day Halloween Parade at 9am at PGHS Stadium
November	3 6-9 9 10 22 23-24	Friday Monday - Thursday Thursday Friday Wednesday Thursday - Friday	End of the 1 st trimester Parent – Teacher Conferences cont. (minimum days) Celebrating our Veterans, 9am Veterans Day Holiday (no school) Minimum Day for Students Thanksgiving Holiday (no school)
December	6 22 25- Jan 5	Wednesday Friday Monday - Friday	Winter Program, 6:00pm (TK-5th) Minimum Day Winter Break (no school)
January	8 9 15 24	Monday Tuesday Monday Wednesday	Teacher Prep (non-student) School Resumes Martin Luther King Holiday – (no school) 100 th Day Celebration
February	7 5-9 12-16 19	Wednesday Monday - Friday Monday - Friday Monday	5 th Grade Panoramic Photo, 9:00 am Kindness Week Presidents' Holidays & Break (no school) Teacher Work Day (no school)
March	1 8 11-15 13 13 27	Friday Friday Monday - Friday Wednesday Wednesday Wednesday	Read Across America day End Second Trimester Parent Teacher conferences (minimum days - TK & K all week/ 1 st – 5 th grades ~ Wed, Thurs & Fri only) Spring Photos PGUSD TK/Kinder Orientation Night 6:00 – 7:00 pm 5 th Grade Parent Orientation PGMS Auditorium 6 pm
April	5 8-12 17 24	Friday Monday - Friday Wednesday Wednesday	Minimum Day – School is released at 12:10 pm Spring Break (no school) Purple Up day Open House 6:00 – 7:00 pm
May	6-10 13-17 24 31	Monday - Friday Monday - Friday Friday Friday	State Testing (announcements modifications) State Testing (announcements modifications) Falcon Fest & 5 th Grade Student Orientation, 9-11 @ PGMS Last Day of School, minimum day, 12:10 pm dismissal

School Registration

PGUSD uses Synergy for online registration. All new families should contact the FGE front office to check on PGUSD residential requirements and submit a New Student Pre-Registration link on the front page of our website: <https://forestgrove.pgusd.org/>

Classroom Placement

The placement of students each year is a task that our staff takes very seriously. Teachers from the current grade level work as a team with support staff and the principal to place students into classrooms each spring for the following year. Because of the many variables and delicate balance of each class, we cannot guarantee a particular placement for any child. Class placements are a team effort and a time-consuming task. New students are placed based on current classroom numbers and student support needs. **PGUSD supports the efforts of our staff and requires a two-week waiting period before any parent request for a class placement change will be considered.** If parents/guardians have concerns, they should share them with the current teacher as soon as possible and request a face to face, virtual, or phone meeting to discuss issues and determine if improvements can be made. If there are extreme circumstances or after a meeting with a teacher has not resulted in improvements, then parents/guardians should contact the principal to discuss another class placement.

Arrival and Pick-up Times

Children should not arrive at school before 8:30 a.m. as there is no adult supervision. All students should go home immediately following the dismissal bell. Students arriving before 8:30 a.m. or not picked up 10 minutes after the dismissal bell will be sent to daycare for supervision. A fee of \$10.00 per hour (or any fraction thereof) will be charged to parents/Guardians for emergency day care services. Charges for emergency day care services are due and payable on the day of the occurrence. The warning bell rings at 8:42 a.m. Students are tardy if they are not in their classrooms at 8:45 a.m. and truant tardy if late 30 or more minutes (after 9:15 a.m.) without a doctor's note or verification from guardian (See Punctuality, Attendance and Tardy Policy for more information). Please remind your child that, if tardy, he or she must check in at the office before proceeding to class.

Campus Access: Gates Opened and Locked

Gates will be unlocked before school for student drop off and locked at 9 a.m. All parents and non-Forest Grove Elementary children should leave campus until gates are reopened at 3:10 p.m. for the final bell dismissal if older siblings are still in school. Families still on campus are asked to play on the third level field or an area not designated for BASRP until BASRP moves to its indoor location. No students should be left unsupervised after school; they will be checked into the BASRP program if no parent is present. Gates will be unlocked for community use after 3:10 p.m., over the weekend, and during school breaks. Adults should never ask students to open gates for convenience from the inside or ask students to climb over fences or reach through/under gates to unlock handles. Please help keep Forest Grove safe at all times.

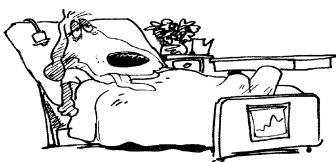
Attendance/Procedure for Parent to Explain Absences

Each time your child is absent please call the absence line 646-6559 **prior to 9:00 a.m.** Regular and prompt attendance is important to success in school. Chronic attendance problems will result in a meeting with the principal and a possible referral to the District Attorney's Truancy Abatement Program. Homework should be requested on the absence line when reporting the student's absence. Homework will be available in the homework basket located in the school lobby between 3:30-4:30

p.m. Please do not send your child to school sick as they are likely to infect others. Monterey County Office of Education policy states that a student must be fever- and vomit-free for 24 hours before returning to school.

Student Attendance Policy/Board Regulation 5113

Pacific Grove Unified School District adheres to a strict attendance policy. “Parents or guardians of children aged six to 18 are obligated to send their children to school unless otherwise provided by law. The Board shall abide by all state attendance laws and may use appropriate legal means to correct the problems of excessive absence or truancy.” A 24-hour voicemail system is available for calls at 646-6559. All absences must be cleared by a telephone call or note from the parent or guardian within 72 hours of the absence. It is important to advise the office as well as your child’s teacher. Parents or Guardians may verify student illnesses up to 14 days throughout the school year before a note from a doctor/clinic is required, including students who arrive at school after 9:15 a.m. for an illness/medical appointment or for an all-day absence for illness or medical appointment – or combination thereof. Each subsequent absence (15 or more) requires a note from a doctor/clinic.



Punctuality

It is vitally important that children arrive at school on time. The student misses out on vital information as well as having a beneficial start to the day. Additionally, a student's late arrival disrupts the entire class and requires additional time be spent by the student and the teacher. Letters will be sent to parents if their child is tardy seven times or truant tardy three times (late after 9:15 A.M./30 minutes or more).

Truancy Mediation

Forest Grove Elementary participates in the Truancy Mediation Program through the Monterey County District Attorney’s Office. Students shall be classified as truant if absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period (truant tardy) during the school day without a valid excuse on three occasions in one school year, or any combination thereof. After three unexcused/unverified absences, the school is mandated to report these absences to the Monterey County District Attorney’s Truancy Mediation Program and parents will receive a letter warning about further attendance violations. A mandated parent meeting with the principal will result if unexcused absences/truant tardies continue, along with a letter from the District Attorney’s Office warning families about possible fines if students do not begin to arrive on time or attend school. The entire Regulation #5113 regarding Absences and Excuses may be viewed online at pgusd.org under Board Policy.

Tardy Policy

Any students arriving late to class are considered tardy. Students arriving to school more than 30 minutes late or students leaving school early without presenting a valid written excuse from a doctor, dentist, or orthodontist are considered truant, and report as an unexcused absence. All students arriving late to campus must report to the office before going to class. Students leaving school must be signed out at the office by a parent or an adult listed on the student’s emergency card.

Early Dismissal from School

If a parent or guardian wishes to have a student dismissed from school early, the parent or guardian shall sign the student out of school at the school office prior to leaving. Students are not permitted to leave the building or school grounds without prior approval.

Excused Absences

The State of California considers illness, medical appointment, and the funeral of an immediate family member to be excused absences. Fourteen excused absences due to illness are allowed per year. After the 14th excused absence, an illness will be considered excused only if documented by a physician. Absences beyond the 14th that are not excused by a physician's note will be considered unexcused absences.

Unexcused absences

Any absences not covered in the categories listed above are considered unexcused absences. This includes vacations, out of town trips, personal reasons, and any unverified absence.

Allowable Credit Due to Unexcused Absences/ Justifiable Absence Request (JAR)

Parents or guardians may be allowed, on a limited basis, to have students submit pre-approved class work or assignments for partial or full credit due to an unexcused absence. To ensure that your request is received, the parent/guardian should deliver their written request to the school office two weeks in advance of the absence. Email requests are not recommended as the email may be lost in spam and not received. The written request should be directed to the school principal, not the classroom teacher. Parents are strongly discouraged from scheduling non-medical appointments, business, or vacation travel during times when school is in session, as these are considered unexcused absences. Any parent contemplating family travel during school must contact the principal at least two weeks prior to the absence to ascertain its probable impact on their child's academic and credit situation.

- a. Approval for allowable credit due to an unexcused absence may be granted for up to ten (10) days per school year if the absence is due to business or travel that has demonstrable educational value and the student's academic progress will not be impeded as a result. Justifiable Absence Request (JAR) forms should be filled out at least two weeks in advance and turned in to the attendance clerk.
- b. Teacher and Administrative pre-approved student absences for school-sponsored events may be eligible for full credit outside of the allowable days noted in (a) above.
- c. The maximum number of days of allowable credit shall be ten (10) days per school year, except in unusual circumstances.
- d. Make-up work and/or tests may not be provided for unexcused absences in excess of the established limits.
- e. To be considered for allowable credit due to an unexcused absence, please fill out the Justifiable Absence Request found online at <https://forestgrove.pgusd.org/documents/Justifiable-Absence-Request.pdf>

Attendance Codes

<p>B Bereavement of immediate family member H Home hospital absences I Excused for illness, injury, medical and dental appointments (No doctor or dental notes on file, Up to 14 days per school year allowed) ISS In school suspension – On campus M Excused for medical or dental reasons with a note from the doctor or dentist Q Quarantine, usually for medical reasons R Religious instruction – Student must attend the minimum school day. No more than four school days per month. Ed Code 46014 SUS Suspension - Off Campus SA School sponsored activity or appointment W Waiver – Submit a Justifiable Absence Request (JAR) Form for court appointment that is Documented by the court system, funeral for a person other than student’s immediate family, religious holiday or ceremony (no more than four days per semester), and Military Family Leave BP5113, Ed Code 48205. TDX Tardy Excused - Must be validated with written documentation EOE Early Out Excused – Student attended part of the school day, but left for an excused reason (Elementary Schools Only)</p>	<p>A Unverified—Waiting for parent verification C Truancy or intentional absence by the student over 30 minutes, during any part of the school day that is not excused. Three of these results in First Truancy Letter. J Justifiable Absence – Parent/Guardian generated by submitting a Justifiable Absence Request (JAR) form to administration <i>two weeks in advance</i> may allow the student to make up work but the absence remains unexcused. Allowable credit may be granted for up to 10 days per school year BP5113. T Tardy Unexcused - Up to 30 minutes (such as Running late, oversleeping, alarm clock failure, car trouble, traffic jam) T30 Tardy Unexcused – In excess of 30 minutes is an automatic truancy. Three of these will result in First Truancy Letter. UNX Unexcused Absence – For family necessity or emergency, non-medical/dental appointments, business or vacation travel EOU Early Out Unexcused – Student attended part of school day but left early for unexcused reason (Elementary Schools Only)</p> <p>*Per California Education Code Section 48260.(a), a student who misses 30 minutes or more of instruction 3 times in a school year is considered truant.</p>
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School to Home Communication and Parent Conferences

To assist parents in receiving regular information, the FGE office and principal will send emails and texts to parents via our Smore system each Thursday regarding upcoming events and important announcements. Other announcements will be sent via the PGUSD Catapult System, which includes text messaging. Classroom communications are sent out on a regular basis from all teachers via emails or newsletters. Parent conferences will be formally held as noted in the calendar, and others will be scheduled as needed by either the parent or the teacher. Student report cards will be sent home during the fall and spring parent conference times, as well as at the end of the school year. If you need assistance in this area, contact your child’s teacher or call our office at 646-6560.

Homework Policy

In consultation with parents and students, the elementary educators of Pacific Grove Unified School District have developed our homework policy. All groups recognize that quality homework should support the content being taught in classes and develop a love of learning in students. Our homework plan seeks to build study skills in students as they progress through school while allowing students plenty of time after school to play with friends and spend time with their families.

Homework assignments are given Monday through Thursday. Long term projects may be worked on during holidays or weekends; however, ample time is given so that every long-term project can be

completed by consistently working on the project Monday through Thursday during the school weeks prior to the deadline.

Time spent on homework should be approximately 10 minutes times the grade level in 1st to 5th grades, (1st grade=10 minutes, 2nd grade=20 minutes, 3rd grade=30 minutes, 4th grade=40 minutes, 5th grade=50 minutes.) For 1st and 2nd grades, the total homework time is exclusive of required reading time. For Grades 3rd through 5th, homework time is inclusive of required independent reading time. Should your child's homework time consistently exceed the expected amount, please speak with your child's teacher.

While homework is optional in kindergarten, daily reading with your kindergarten child is recommended. Some homework in the upper grades requires access to a computer and wi-fi outside of the school day. If you do not have a computer and/or wi-fi connection available to you, please see your child's teacher.

Grades on the report card for each subject area reflect mastery toward content standards. The report card homework grade reflects the student's completion, effort, and utilization of a growth mindset in all homework assignments.

Homework provides opportunities for all students to build study habits, self-discipline, and time management. Please contact your child's teacher if your child truly lacks understanding of a concept during the completion of homework. Always encourage your child and praise their efforts and improvements. If your student is absent, you may request homework when you call the absence line prior to 8:30 AM. The absence line is available 24 hours a day at 646-6559.

Teachers will regularly monitor and evaluate the amount of time homework assignments are taking students to complete. Staff will assess and recommend any adjustments, as needed. If possible, teachers assigning technology-dependent homework assignments will offer non-technology-dependent homework assignments as an alternative, if possible. School staff will make every effort to coordinate projects and larger assignments so that conflicts in due dates will be minimized.

For more information regarding homework, please see P.G.U.S.D. Board Policy 6154 at www.pgusd.org.

Homework Guidance

A consistent time and place for study is important to your child's learning. The area should be comfortable and quiet (free from distractions), and well lit. A small table can serve as a desk. To minimize interruptions during study, help your child organize supplies (pencils, erasers, rulers, dictionary, paper, crayons, etc.) and have these materials nearby and ready to use. Be sure your child understands the homework and review the directions or work a problem together to reinforce the concept. Be available for your child during homework time and share the completed assignments before they are returned to school but DO NOT do the homework the child is to complete.

Visitors

For the safety and best interests of all concerned, visitors, including volunteers and parents, must enter through the front of the school and check in with the office before going to classrooms, performances, or the playground. Please make sure you sign in and wear a visitor badge while on campus, and be sure to sign out when you leave.

Health Considerations at School

Children may not bring medications of any kind to school unless there is a completed physician authorization form on file at school. If your child needs to have medication regularly administered during school hours, please pick up a form at the office. This includes “over the counter” medications. Please do not send your child to school with aspirin, cough drops, allergy medicine, etc. If you have questions, please call our site Health Clerk at 831-646-6558 or District Nurse Katrina Powley (831) 646-6514. At the start of each year, parents are asked to provide emergency contacts for each of their students. If a child has a condition that could result in an emergency during the school day or FGE is forced into evacuation with student release, we make every effort to contact the parent/guardian. If you believe this applies to your child, and would like to develop a plan, please contact our health clerk at 831-208-5558.

Mental Health Services

Student mental health services are available through the Pacific Grove Unified School District by contacting: Clare Davies, Director of Student Services, Phone: (831) 646-6523 Address: 435 Hillcrest Avenue Pacific Grove, CA 93950

Oral Health Assessment

To make sure your child is ready for school, California Education Code **now requires** that your kindergarten or first grade child has an oral health assessment (dental check-up) by May 31, in either of those grades (whichever is his/her first year of school). Assessments that have happened within the 12 months before your child enters school also meet this requirement. The assessment must be done by a licensed dentist or registered health professional. A waiver is also available. If you did not complete the verification of this oral health assessment when you completed your child’s registration packet, please contact our health clerk at 646-6568 and she can provide you with any information you may need to complete the process.

Emergency Messages

All contacts with the classroom during the school day should go through the office. **Messages for children should be for emergencies only.** Keep in mind each time the office has to call a classroom with a message, it interrupts instruction time. Make sure that your child has a lunch or has lunch money available on his/her lunch card. Please be certain that after school plans are made ahead of time and communicated to your child.

Lost and Found

Labels on clothing, lunch boxes, eyeglass cases, etc. help recover lost articles. Lost items will be sent to the office. “Found” clothes will be placed on our clothes rack in the cafeteria. During our winter break, spring break and after school is out in June, we will give the remaining clothes to a local charity. Please try to help children keep track of their things.

Before and After School Recreation Program

A before and after school program is available from 7:00 a.m. to 6:00 p.m. Please call Ms. Fran Petty, the BASRP Leader at 646-6501 for more information or visit the web page at forestgrove.pgusd.org. On the occasions where students do not have a bus pass, have missed the bus, or just not yet picked up, please follow these steps:

1. Office staff will contact parents. If contact is made and the parent agrees to have the student released to BASRP and agrees to pay the fee, the student may be released to BASRP. Office to document date and time of parent phone agreement. BASRP will collect a fee that evening at time of pick up.

2. If BASRP is not an option, the parent may give permission to walk home or to a friend's house or have a friend/emergency contact come pick up the student. This would be via email or verbal agreement with the parent and should be documented with name of parent, date, time and to whom the student should be released.
3. If parental contact is not made within a reasonable amount of time, the office staff will start to call emergency contacts to come and pick up the student.
4. If no emergency contact is available, the student will remain in the office until parent or emergency contact arrives. Students may not be allowed outside without adult supervision.
5. If a student is still there when it is time for office staff to end their day, if the principal is available, the principal shall take over responsibility of the student until such time the parent or emergency contact arrives.
6. If the office is closing and the principal is not available, the other elementary principal (or see list a.- d. below) would be called in that order, to the site to take over the student supervision until such time the parent or emergency contact arrives.
7. If the BASRP shift has ended and student/s remain, the principal would take over supervision. Options for this occurrence would be as follows:
 - a. Site principal
 - b. Other elementary principal
 - c. Other site administrator
 - d. District administrator

This extreme circumstance should be rare. Administration should take over supervision of the student/s beginning at 6:15 p.m. if parents are late to pick up students. A warning call or text should be sent by a BASRP attendant at 6 p.m. notifying the administration of this possibility.

Dress Code

A students' dress and appearance should be compatible with an effective elementary learning environment. Clothes and shoes should allow for free movement during recess and P.E. Hats may be worn outside. Inappropriate words, sponsors, pictures, sagging pants, exposed underwear, and revealing clothing are not allowed. A student may be asked to call a parent/guardian if they are not following the dress code so appropriate clothing can be brought to school.

Falcon Fridays

Students, staff, and parents are encouraged to wear Forest Grove Spirit Gear (available for purchase through the PTA) or Forest Grove GREEN on Fridays and at school – wide events.

Electronic Devices/Cell Phone Policy and Regulation

Per Board Regulation 5146, except with prior consent for health reasons, electronic signaling or imaging devices must be turned off and put away throughout the school day. (These include, but are not limited to, cell phones, gaming devices, dokiWatch, FiLIP, VTech Kidizoom Plus, and Gizmos.) Students may not carry personal devices with them on campus during the school day without express permission from the principal. Devices are not to be used during the school day for phone calls. Phones are located in each classroom that students may request to use. On those days when a particular lesson or project would be enhanced with such devices, the teacher will notify the parents and students that they are allowed to bring their device to school. These devices will be collected and stored by the teacher on that day. Devices will be used only during the time frame of the particular lesson/project and will be returned to the student at the end of the day. Activity trackers have been approved by the district to be used; these are devices that do not have the ability to call/text nor provide camera/video options such as Fitbits, Garmin VivoFit, Jr., and UNICEFs.

PGUSD Technology Responsible Use Agreement

During online registration, parents and guardians should discuss the PGUSD Technology Responsible Use Agreement with their student(s). This agreement explains the responsibilities of students while they are using the District's Google Suite products in addition to any district or school purchased software. Emails and documents should be used for academic purposes only. Please note that all district owned technology and software is checked regularly by our site technicians and Securly, our student safety and wellness filter and monitoring program. We urge families to sign up to smartsocial.com to help their students navigate their outside social media and phone use as well.

General Guidelines

1. Parents are asked to wait for their children in front of the school by the office or in the back of the school at dismissal time for pick up. Please do not go to your child's classroom to pick him/her up at any time of the school day. This is to help ensure campus security. If you require an "early pick up" please come to the office, sign him/her out and we will have your child sent from class.

2. Bicycles and skateboards will be walked on all parts of the school campus, including the sidewalk in front of school. Bikes should be parked in the provided bicycle racks. Bike locks are strongly recommended. Rollerblades are discouraged but if they must be used, they have to be taken off before entering school grounds. California law currently requires children to wear helmets while riding bikes, scooters, skateboards or skates. Wearing pads can also protect from cuts and scrapes. Parents, please review traffic and safety rules with your child so their trip to and from school will be safe. Regular shoes must be worn on school grounds. Wheeled shoes are acceptable footwear, but the wheels may NOT be used at school in the hallways or on the playground.

3. Toys are to remain at home unless the teacher or principal gives special permission. Only classroom equipment and materials will be allowed at school.

4. So that no child feels overlooked, please do not distribute party invitations at school. **Please follow the guidelines of the district's Wellness Policy when sending treats to classroom celebrations.** Board Policy 5030 states, "Parents are encouraged to support the District's nutrition education efforts by considering nutritional quality when selecting foods sent to school, either for individual or for class consumption." The entire board policy may be viewed online at <https://boardpolicy.pgusd.org/2015/12/22/5030-student-student-wellness-health-and-physical-education/>.

5. Students are not to leave the school grounds during school hours without being signed out in the office. If you know ahead of time that your child is leaving early, please send a note to the teacher. The child is then called from the classroom to meet the parent in the office. **Only people listed on the emergency card may pick up the child unless we have a written, signed note from the parent. If office staff does not know the person coming to pick up a child, the adult will need to show identification before the child will be released.**

6. Students are to keep gum, candy and soda pop away from school.

7. Pursuant to Education Code 48901.5 (a) The governing board of each school district, or its designee, may regulate the possession or use of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by pupils of the school district while the pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees. (b) No pupil shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician and surgeon to be essential for the health of the pupil and use of which is limited to purposes related to the health of the pupil. (Amended by Stats. 2002, Ch. 253, Sec. 2.)

8. When pulling into the large parking lot (adjacent to the high school tennis courts above our third level field) to drop off children, please pull all the way into the designated drop off space along the sidewalk. Please walk with your children to reach your car if you park.

9. Students who ride the bus to school are required to purchase a bus pass through the PGUSD District Office. The cost per student is \$100 per year (\$150 for two or more students), or \$80 per semester (\$120 for two or more students). Students waiting for the bus are to remain in line at the front of the school until the bus arrives and wait for the bus driver to invite them onto the bus. Students who fail to follow the directions of the bus driver may lose the privilege of riding the bus.



10. Dogs are not permitted on campus with the exception of service dogs.

11. In accordance with state and federal law, smoking is prohibited in all district facilities and vehicles. (20 U.S.C. 6083, Labor Code 6406.5) The Board further prohibits the use of tobacco products and e-cigarettes at all times on district grounds and facilities.

CA Assessment of Student Performance and Progress/Smarter Balanced Test (SBAC)

CAASPP/SBAC testing is administered to students in grades 3, 4, and 5 every year. These are state-mandated tests which are not used to determine report card grades. The results are used by the district as one factor in course placement in grades 6-12. It is vital that students participate and give their best effort; however, parents/guardians may opt out their student(s) by sending communications to the principal indicating which specific tests should not be taken by their child: Computer Adaptive Test (CAT) ELA, Performance Tasks (PT) ELA, CAT Math, PT Math, and/or CA Science Tests (CAST - 5th grade only).

Interim Assessments

FGE also uses interim assessments to help identify which students need support for reading, writing, and math skills within the classroom as well as Intervention services. These include ESGI for kindergarteners (Basic letter name and sound identification), Dynamic Indicators of Basic Early Literacy Skills (DIBELS) for grades 1st-5th, the Scholastic Reading and Math Inventories (SRI & SMI) for 4th-5th graders possibly attending READ 180, and NWEA Measurements of Academic Progress (MAP) reading and math assessments. None of these assessments are used for classroom grading.

Library Policy

The library is open from 9:00 A.M. to 3:00 P.M. daily. Please use inside voices and do not bring food or drink while visiting. Students may be in the library outside of their regular class visit with a note from their teacher and if the librarian is present.

Library books may be checked out for one week at a time and then must be renewed or returned. Students must take responsibility for the replacement of damaged or lost materials. Additional items will not be checked out for use outside of school until the lost item is returned, paid for, or replaced. Replacement copies are acceptable as approved by the librarian.

Computers are available with access to the Internet. Students may use the Library Web Page to access the catalog and reference resources. Students must have a Technology User Agreement on file with the school in order to use the Internet. Misuse may result in disciplinary consequences and the loss of privileges.

Physical Education

All K-5 students participate in Physical Education for thirty minutes each day. The State Board of Education requires each elementary aged child (Grades 1-5) to participate in a minimum of 200 minutes of Physical Education every ten days.

1. **APPROPRIATE DRESS**—It is very important that your child wears comfortable, loose clothing that allows movement. It is even more important that comfortable, supportive, closed-toe, athletic shoes are worn. UGGS, CROCS, SANDALS, FLIP-FLOPS, DRESS SHOES, HIGH HEELS, and BOOTS are not acceptable. If your child does not wear appropriate shoes, he/she will not be allowed to fully participate in our Physical Education class and will not get credit for that day. Some students opt to bring a change of shoes in their backpacks for physical education.
2. **JACKETS, SWEATSHIRTS, AND SWEATERS**—In Pacific Grove, the weather is constantly changing: foggy, hot, windy, drizzly, gorgeous, etc. Our students tend to dress in layers. Please put your child's first and last name on the inside of jackets, sweatshirts, and sweaters. If something has been left or forgotten at school, remember to check the Lost and Found, which is located inside the Multipurpose Room.
3. **MEDICAL EXCUSES AND NOTES**—If your child cannot participate in Physical Education class due to an illness or injury, the parent or guardian should send a written note to school. If your child needs to be excused from class for more than three days, a note is needed from your child's doctor stating the nature of the illness or injury, and approximately when the child can return to Physical Education class. For an extended illness or injury (four weeks or longer), a written release from the doctor stating your child is healthy and able to return to physical education is required.
4. **EQUIPMENT & SAFETY**—Your child's safety and that of others is our primary concern. Any unsafe behavior or misuse of equipment will cause a student to sit out from the class activity. Parents will be notified of serious incidents or when their child is having repeated difficulty staying safe in Physical Education class.
5. **PHYSICAL EDUCATION EXPECTATIONS OF BEHAVIOR**—As with all classrooms, the Physical Education program has a behavior policy that is provided to each student. This policy teaches moving with control, respecting self and others, developing self-esteem, communication skills, and solving conflicts.
6. **PHYSICAL FITNESS TESTING (5th Grade)**—Per Education Code Section 60800, each spring, 5th-graders participate in the CA Physical Fitness Testing in six categories: Aerobic Capacity, Body Composition, Abdominal Strength and Endurance, Trunk Extensor Strength and Flexibility, Upper Body Strength and Endurance, and Flexibility. All results are confidential and only shared with the CA

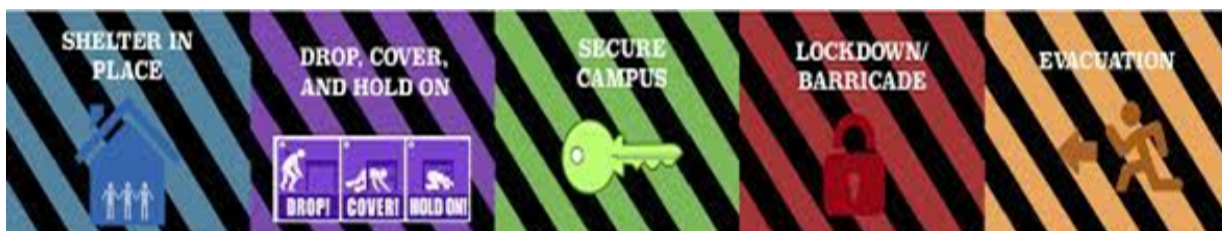
Dept. of Education and P.G.U.S.D. Physical Education staff. For more information, please visit <https://www.cde.ca.gov/ta/tg/pf/> .

7. CA HEALTHY YOUTH ACT requires presentations in nutrition, physical activity, and growth/development. Most of these lessons will be taught by our Physical Education teacher but may also be presented in the homeroom classroom. The PGUSD Nurse also provides lessons regarding Growth/Development and Sexual Health/Family Life Education in two 50-60 minute sessions: Puberty and Maturation and HIV/Aids. Presentations are available for parents in the health office. Parents/Guardians may opt out their student(s) from these lessons by contacting the principal or district nurse.
8. OFFICE HOURS AND CONFERENCES—The Physical Education teacher, Mr. Gray, is available before and after school and during prep time. Please call or email the teacher at jgray@pgusd.org if you wish to schedule an appointment.

Campus Safety and Emergency Guidelines

In the event of a serious emergency:

1. FG staff has been trained in the Big Five School Safety Protocols (Shelter in Place; Drop, Cover, and Hold On; Secure Campus; Lockdown/Barricade; and Evacuation) and will take appropriate actions in any emergency. The office will establish a communication center along with a first aid center, if needed, during an evacuation on the third level.
2. Teachers will keep all of their students together until a family member arrives to pick up his/her child. **Only people listed on the Emergency Card will be allowed to pick up a student.**
3. Parents will not be able to pick up students directly from the classroom (unless this has been determined as a safe pick-up area) and are discouraged from entering campus. Students will be called to the office or student-release area to meet their parents. Students will be dismissed directly to parents by the classroom teacher only if the parent has checked in with office personnel at the proper gate during an evacuation/student release, or through the office if another location has been determined for pickup.
4. When coming to the school to pick up children, parents should go directly to the office for further instruction and to sign their student out. Parents will not be allowed to pick up students from the classroom and are not permitted to enter the classrooms. Students will be called to the office to meet their parents. **NO STUDENTS** will be dismissed directly to the parents by the classroom teacher.
5. Alternative sites for student release will be the parking lot in back of Country Club Gate that parents would enter off of Forest Lodge Road. The alternative evacuation area would be First United Church on Sunset.
6. Please visit <https://pgusd.org/safety/> for more information about the Big Five protocols and PGUSD’s safety goals and policies.



Information for Families in Transition

The Local Education Agency (LEA) provides the parents or guardians of homeless children and youth opportunities to participate in the education of their children. (42 USC 11432[g] [6][A][iv])

The evidence that is reviewed for documentation of this item includes board policies, parent handbooks, and other communications. Two years ago MCOE worked with the Alisal USD and Salinas City ESD District Liaisons to develop a statement of rights that could be included in parent handbooks or other registration or back-to-school material that is provided to all parents. The following statement is compliant with federal law.

Homeless children and youth have equal access to the same free, appropriate public education, including a public preschool education, as is provided to other children and youth. (42 USC 11431[1]) If you have uncertain housing, a temporary address, or no permanent physical address, federal and California laws guarantee that your children may be enrolled in their previous school. (42 USC 11432[g] [6][A][iv]) If this describes your family's living situation, or if you are a student not living with a parent or guardian, please contact Clare Davies our District Homeless Liaison at 831-646-6523.

Playground Supervision and Guidelines

SCHOOL RULES * STUDENT CONDUCT

Playground Rules

1. Level 1: Walking at all times for everyone's safety
2. Levels 1 and 2: Play on the black top only: walking tag or ball games use hands only
3. Level 3: Play on the grass only.
4. Leave all forest items in the forest or grass area (pine cones, sticks and such).
5. Walk down the steps or ramp between the levels.
6. At recess time, students must be on the playground only unless directed to the office or otherwise directed by an adult.
7. Students should go across the bars in one direction at a time.
8. Be cautious and safe when using the playground equipment. Play safe at all times.
9. When using the slide go up the stairs and down the slide only in a sitting position facing forward.
10. When using the playground structure on 2nd level, students are to stay in the "pit" area where there is bark. Bark must remain in the bark area.
11. Follow P.E. rules when using the fitness course and playing handball.
12. For safety reasons, the following games are not allowed: "Crack the Whip," Horseback," or tackle football.
13. Soccer goals are allowed when directed and supervised by an adult.
14. Students freeze when the bell rings which is followed by two whistles, then **walk** to the class lines when a clear bell whistle, as directed by an adult to walk to their class line.
15. Handball only in marked areas.
16. Speaking and interactions with everyone must be done in a positive and respectful manner.
17. Keep hands, feet and objects to self at all times.
18. Toys are to be left at home unless special permission is given by the teacher.

Lunch and Cafeteria Guidelines

(The California Legislature Approved Free Meals for All Students during 2023-2024)
Below, general information is provided for if the free-meal program ends.

Cafeteria Guidelines

- ◆ The District has adopted a wellness program, which asks parents to send healthy foods for snacks, lunch and classroom celebrations. Students are to eat their snacks at the lunch tables either in the multipurpose room or outside as weather permits before playing. We encourage fruits, vegetables, dairy, lean protein, whole grains, and nutritionally rich foods to give children lasting energy. Please keep soda, gum, or candy away from school snacks/lunch, as these do not provide the nutrition needed to be the best student possible.
- ◆ Lunch is from 12:10 - 12:55 for all students.
- ◆ 45 minutes are scheduled for children to eat lunch and have recess.
- ◆ Each morning, students will be asked by their homeroom teacher if they would like a school lunch or breakfast meal.
- ◆ Students will eat outside weather permitting.
- ◆ When finished eating, students will clean their area, raise their hand to be excused and, when excused, will recycle their trash and walk to the play area. We applaud students who are able to bring a “zero-waste” lunch to school.

Additional Guidelines

- ◆ While waiting in line for hot lunch, keep your hands to yourself and use quiet voices.
- ◆ Walk in the cafeteria at all times.
- ◆ You may talk quietly in the cafeteria — use small voices.
- ◆ Food or paper throwers will help clean the cafeteria.
- ◆ While eating, remain seated and use appropriate table manners.
- ◆ Students must stay seated in the cafeteria at least ten minutes.
- ◆ When you are finished eating and wish to be excused:
 - Clean your area
 - Raise your hand to be excused and wait to be excused
 - Throw away trash using our Zero Waste Guidelines
 - Walk to the playground

Food Services

CA Universal Meals:

The Food Service Department is committed to providing students with nutritious meals and is aware of the importance and impact good nutrition has on student learning and achievement. We are happy to offer free school meals in SY 2023-24. We will make available one (1) breakfast meal and one (1) lunch meal to every PGUSD student every school day.

- A reimbursable breakfast meal consists of an entree, fruit and/or vegetable and optional milk.
- A reimbursable lunch meal consists of an entree, fruit, vegetable, and optional milk. If the student wishes to take milk to complement their meal from home, we encourage the student to take two more food items to make the meal free and reimbursable. Otherwise, the student will have to pay for milk individually.
- A reimbursable breakfast or lunch meal consists of three of the five food items offered.
 - Choose three items from milk, fruit, vegetable, protein, and grain (one item must be fruit/vegetable).
 - A student may also choose all components offered at each meal.

Meal Application:

The District encourages each household to complete a meal application every school year on or after July 1 as the previous year’s eligibility expires 30 days into the new school year. While a meal application is not required to receive free school meals, your household may qualify for education benefits or reduced utility and broadband rates if you qualify for free or reduced-priced meals by completing a meal application.

Online meal applications are available during registration as well as on the District website throughout the year. Paper applications are available at school offices and the District Office. We encourage online meal applications to ensure all fields are completed accurately. Completed meal applications will be processed within 10-business days of receiving and a notice of eligibility will be sent via mail or email.

Meal Account:

Every student has a meal account automatically linked to his/her name and student ID number. The meal account is a DEBIT account, not a credit account. At the time of receiving a meal, the student will need to input their student ID number into the Point of Sales. A reimbursable meal will be provided at no cost to the student.

If a student wishes to purchase a la carte items, an additional entree, a second meal, or individual milk there must be sufficient funds at the time of purchase.

Payment & Refunds on Meal Account:

- Cash or check payments can be made out to PGUSD Food Services and can be dropped off at the school sites or District Office.
- Online Pre-payments: Pre-payments for a la carte items via credit/debit card can be made on Titan Family Portal and will be automatically updated on the student’s account.
- Refund requests may be made by contacting the School Nutrition Director.

Assembly Guidelines

Before Assembly:

- All students must walk into the multipurpose room or gathering area outdoors in a quiet, orderly manner.
- Teachers will direct students to their assigned seating area.
- Parents/guardians/visitors are to sit in the back behind the fifth-grade classes or the last group of classes sitting in the back.
- Teachers will direct students to their seating area.

During Assembly:

- Give the speakers/performers the courtesy of proper attention.
- Clap at the appropriate time.



After Assembly:

- When the assembly is over, students will be dismissed by the principal and will leave in a quiet, orderly manner following their classroom teacher’s directions.

Falcon Award

Forest Grove Elementary School staff members look for ways to reward students for exceptional conduct. On a regular basis, students receive Falcon Feather when students are SOARing or being Safe, On-task, Accountable, Respectful. Monthly students’ Falcon Feathers are drawn at random for prizes. Another way to recognize



students in grades 3rd-5th grade is the Fabulous Falcon Award, which recognizes students for one or more of the following behaviors:

- ◆ unsolicited acts of kindness toward peers or school personnel
- ◆ significant improvement in the areas of academics, attitude, and/or attendance (including punctuality)
- ◆ on-going adherence to school rules (**SOAR**, **S**afe, **O**n-task, **A**ccountable, **R**espectful), polite manners, and acting as a role model for other students

Awards are presented by school personnel only. Students receiving this award will be honored with a certificate.

Toolbox Training ~ Building Resilience, Self-Mastery and Empathy for Others

We believe in empowering your children to learn how to manage their emotions and solve their own problems. We teach students how to strengthen and develop their own innate capacity to form a cohesive and caring community at school. The Toolbox social-emotional program gives the staff and students a common language and methods of fostering healthy relationships and well-being for each student.

Three Step Plan for Conflict Resolution

We believe in empowering your children to learn to manage their emotions and solve their own problems. We teach them the Three Step Plan for Crisis Management.

- ◆ **Use Your Words**
Students are encouraged to tell others what they think and feel in a respectful manner.
- ◆ **Walk Away**
Students are encouraged to walk away when they can't manage a situation or solve a problem (cool off). It is hard to fight or argue with someone if you are not there.
- ◆ **Get Some Help**
If students cannot solve the problem, seek adult help. On the playground find a Yellow Jacket.



Toolbox Training ~ Building Resilience, Self-Mastery and Empathy for Others

We believe in empowering your children to learn how to manage their emotions and solve their own problems. We teach students how to strengthen and develop their own innate capacity to form a cohesive and caring community at school. The Toolbox social-emotional program gives the staff and students a common language and methods of fostering healthy relationships and well-being for each student. Toolbox lessons are taught within early grade level homerooms by our school counselor Mrs. Roach.



Student Alternative Discipline

The goal of discipline is to maintain a positive atmosphere for learning while teaching students to be responsible citizens. Like citizens in any community, students must obey the rules to assure that individual rights are not violated by the misconduct or disruptive acts of others. Administration and staff are delegated the authority and responsibility to ensure that the desired goals of educational opportunities and an environment conducive to learning are achieved. When students misbehave, we give them the opportunity to correct their inappropriate behavior and to find a way to make better choices for themselves. Home and school share the responsibility of helping students develop the life-enhancing capability of self-discipline through the learning and use of the Toolbox Tools.

The goal of discipline is to maintain a positive atmosphere for learning while teaching students to be responsible citizens. Like citizens in any community, students must obey the rules to assure that individual rights are not violated by the misconduct or disruptive acts of others. Administrators and staff are delegated the authority and responsibility to ensure that the desired goals of equal educational opportunities and an environment conducive to learning are achieved. When students misbehave, we give them the opportunity to correct their inappropriate behavior and to find a way to make better choices for themselves. Home and school share the responsibility of helping students develop the life-enhancing capability of self-discipline.

When students are sent to the office to meet with the principal for a violation of CA Ed Code, a three-pronged approach will be used to correct their behavior: Restorative, Reflective, and Instructional.

- When it is appropriate, an opportunity for the student to restore the relationship between themselves and the stakeholder/offended will occur through a Restorative Meeting. This is where the Toolbox “Apology and Forgiveness Tool” is used to repair harm.
- An opportunity for the student to reflect on decisions and behaviors verbally and/or through writing. Three questions will be asked regarding the student’s behavior(s):
 - Was it safe? Be Safe
 - Was it kind? Be Kind
 - Was it my personal best? Be Your Personal Best
- A teaching opportunity will occur to target the function of the behavior and to help the student learn the skills (Toolbox) needed to not engage in the behavior again. Suspension is seen as a last resort for student discipline if alternatives are not working to end unnecessary behaviors. Students are suspended for very serious violations of CA Ed Code 48900. Suspended students shall be excluded from all school-related extracurricular activities during the period of off-campus suspension. A suspension may also include, but is not limited to, the loss of participation in school-related activities (such as field trips, school performances, sporting events, classroom/school celebrations, etc.).

District-Wide Discipline Policy

The PGUSD Board approved a district-wide discipline matrix which is available in the office and online at Entire discipline matrix document can be found at <https://pgusd.org/student-discipline>

OFFENSE	MINIMUM	MAXIMUM
1. Damage to school property	Parent contact/conference, restitution, Restorative meeting	Alternative placement, Suspension, Expulsion
2. Cheating	Parent contact/conference, Grade adjustment, Restorative meeting	“U” in citizenship, possible removal from class, Detention, 1 Day in-school Suspension
3. Defiance to staff, Disruption of Learning Environment	Parent contact/conference, Restorative meeting	Parent visitation, possible removal from class, in-school Suspension, Expulsion
4. Hazing, harassment, threatening	Parent contact/conference, Reflective practices, Restorative meeting	Alternative placement, possible Suspension, Expulsion
5. Use or possession of illegal substances	Parent contact/conference, Police notification, Suspension	Alternative placement, Expulsion
6. Theft of school or private property	Parent contact/conference, Restitution, Restorative meeting	Alternative placement, Suspension, Expulsion
7. Fighting	Parent contact/conference, Restorative meeting (if appropriate) Suspension (principal recommendation K-5)	Alternative placement, possible removal from class, Expulsion
8. Disrespect toward others	Parent contact/conference, Restorative meeting	Parent visitation, Suspension Alternative placement
9. Inappropriate language	Parent contact/conference	Detention, Possible Suspension

Rules of Conduct

We believe that:

All teachers have a right to teach without interruptions.

All students have a right to learn without being disturbed by others.

In support of our beliefs, the following Rules of Conduct apply to all students:

- Students will come into the school building quietly and on time.
- Students will follow the directions of all teachers and other school personnel, the first time they are given.
- Students will be polite and respectful to adults and other students at all times.
- Students will use appropriate language and call others by their name at all times.
- Students will keep candy or gum away from school at all times unless directed by individual plan.
- Students will keep their hands, feet and other objects to themselves.
- Students will show respect for the property of the school and the belongings of others.
- Students will settle differences using their words and calm voices.
- Students will arrive at school punctually and with homework completed as assigned.

Consequences:

1st Occurrence: Teacher notified and staff member speaks with the child.

2nd Occurrence: Student disciplinary referral is sent to parent, teacher and principal.

3rd Occurrence: Teacher speaks with the principal and the principal contacts the parents.

Note: Our staff seeks teachable moments for students as well as appropriate consequences.

Student Alternative Discipline

The goal of discipline is to maintain a positive atmosphere for learning while teaching students to be responsible citizens. Like citizens in any community, students must obey the rules to assure that individual rights are not violated by the misconduct or disruptive acts of others. Administrators and staff are delegated the authority and responsibility to ensure that the desired goals of equal educational opportunities and an environment conducive to learning are achieved. When students misbehave, we give them the opportunity to correct their inappropriate behavior and to find a way to make better choices for themselves. Home and school share the responsibility of helping students develop the life-enhancing capability of self-discipline.

When students are sent to the office to meet with the principal for a violation of CA Ed Code, a three-pronged approach will be used to correct their behavior: Restorative, Reflective, and Instructional.

- When it is appropriate, an opportunity for the student to **restore** the relationship between themselves and the stakeholder/offended will occur. This is where the Toolbox “Apology and Forgiveness Tool” is used to repair harm.
- An opportunity for the student to reflect on decisions and behaviors verbally and/or through writing. Three questions may be asked regarding the student’s behavior(s):
 - Was it safe?
 - Was it kind?
 - Was it my personal best?
- A teaching opportunity will occur to target the function of the behavior and to help the student learn the skills (Toolbox) needed to not engage in the behavior again.

Suspension is seen as a last resort for student discipline if alternatives are not working to end unnecessary behaviors. Students are suspended for very serious violations of CA Ed Code 48900 in accordance with the following PGUSD Discipline Matrix. Suspended students shall be excluded from all school-related extracurricular activities during the period of off-campus suspension. A suspension may also include, but is not limited to, the loss of participation in school-related activities (such as field trips, school performances, sporting events, classroom/school celebrations, etc.).

School to Home Communication and Parent Conferences

To assist parents in receiving regular information about what is happening at school and in the classroom, newsletters will be sent out from Forest Grove via email. Parent conferences will be formally held as noted in the calendar and others will be scheduled as needed by either the parent or the teacher. Student report cards will be sent home during the fall and spring parent conferences as well as at the end of the school year. If you need assistance in this area, contact your child’s teacher or call our office at 646-6560.

Volunteers



We can use your help in the education of your child. It is absolutely essential that you be involved in your child’s schooling. There are two places that you can be involved: at home and at school. First and foremost, your consistent involvement at home will have the most positive impact on your child’s learning and is the most realistic for most parents. The trick is to make sure that you are reading the notes coming home from school and are aware of the work being assigned. Make sure your child, not you, does the work. Offer your assistance only if necessary. Secondly, volunteering at the school both during school hours and after school and

on weekends is an extremely useful and gratifying way to help.

For the safety of our students and volunteers, all volunteers must be fingerprinted and pass a security clearance at the PGUSD district office. To schedule an appointment, please contact: Kimberly Ortiz kortiz@pgusd.org 646-6553 or Angela Lippert alippert@pgusd.org 646-6593.

Guidelines for Forest Grove School Volunteers and Parents/Guests

These guidelines will be given to and reviewed with each classroom volunteer/parent by the classroom teacher.

We love our parents and volunteers and are thankful for your effective involvement. The staff offers these guidelines to support a healthy and respectful climate.

1. Your role in the classroom is important. Please remember:
 - ◆ Give appropriate praise and motivation.
 - ◆ Use tutoring strategies such as: repeat directions to child, allow child to complete task on his/her own, take a different approach, model a correct response, use visuals, etc.
 - ◆ Use appropriate language to guide students rather than just give the answer.
 - ◆ Avoid negative comments like: “don’t act like a baby, you should know this,”
 - ◆ Let children make a mistake and say, “try that again.”
 - ◆ When a child says, “I don’t get it” or “I don’t know what we’re doing,” state the activity in a new way. The teacher will be available should a student need additional help which the parent or volunteer can’t provide.
 - ◆ Help all students, not just your own child.
 - ◆ Allow your own child to be self-reliant in the classroom.

2. Volunteers need to be trained on the operation of all machines and where/how supplies are utilized.
3. Student behavior at school is private and to be dealt with by the teachers and other authorized personnel. Volunteers and parents should adhere to confidentiality in regard to all students. Due to IEPs and other behavior contracts, some students have different expectations and goals. Respecting all students is expected of all volunteers and parents.
4. Volunteers and guests should wear appropriate professional attire: No tank tops, shorts, hats (indoors), or inappropriate sayings on clothing. Use professional language. *Volunteers and guests shall not possess or use tobacco products, e-cigarettes, and vaping device products of any kind.*
5. Do not discipline, but let the teacher take over in that area since he/she knows what the child may be working on behaviorally or if the child has issues affecting behavior that day, etc.
6. Volunteers and parents should be actively engaged in the activity at hand. Please save social conversations for outside of school rather than the back of the classroom.
7. The teacher is in charge of the lesson and the expectations. Volunteers should take the teacher's lead. If there is a question, ask the teacher privately. Classroom protocols are to be followed by everyone.
8. Check with the teacher in regard to bringing younger siblings to class. Some activities may not be appropriate for younger siblings.
9. In assemblies, parents and volunteers (unless they are specifically helping with a student) should sit behind all of the classes and follow all assembly rules.
10. All rules and regulations governing staff and students at Forest Grove School apply equally to volunteers and parents. See the Forest Grove School handbook for details.
11. Each classroom teacher may have additional rules, which will be given to the parents and volunteers of their classroom.

Parent Teacher Association (PTA)

The PTA is an essential part of the education of all children at Forest Grove School. While it does raise money for countless needs in and out of the classroom, our PTA also sponsors the fun activities such as: Trunk or Treat, the Fun Fest, Scholastic Book Fair, Movie Night, Ice Cream Social, Family Reading Nights, campus pride days and many other events. In addition, the PTA sponsors parent education evenings that often precede the regular meetings. The PTA should be your first stop as you look for ways to help the school.



PTA meetings are generally scheduled once a month at 6 p.m. in the library. They work very hard in a variety of ways and can always use extra help, particularly for special events.

School Site Council

The School Site Council is an advisory committee that provided valuable input regarding decisions that affect Forest Grove. The council is comprised of the principal, teachers, classified staff, and parents. At our monthly meetings, we report on progress of our school goals and decide which aspects of our educational program should be emphasized for the current school year. If you are

interested in serving on the School Site Council contact Dr. Principal Irene Preciado at ipreciado@pgusd.org or call 831-646-6560.

Safety Committee

Forest Grove's safety committee meets twice a year or as needed. The role of the safety committee is to review the school's safety protocols to ensure that they are working as designed. The committee also considers or proposes potential physical safety improvements to Forest Grove. Our committee consists of administration, our lead custodian, the Site Leadership Team, and parent volunteers. If you are interested in becoming a member of our Safety Committee contact Dr. Principal Irene Preciado at ipreciado@pgusd.org or call 831-646-6560.

Appendix

Forest Grove Elementary Staff (2022-23)

Forest Grove Elementary Staff (2022-23) Main Office - (831) 646-6560 Fax - (831) 648-8415				
NAME	EMAIL	POSITION	LOCATION	EXTENSION
Irene Preciado	ipreciado@pgusd.org	Principal	Office	3200 646-6504
Carey O'Sullivan	cosullivan@pgusd.org	Office Manager	Office	3201 646-6501
Debbie Pinheiro	dpinheiro@pgusd.org	Attendance Clerk	Office	3125 646-6559
Natalie Adams	nadams@pgusd.org	Health Clerk	Office	3221 208-5558
Theresa McDaniel	tmcdaniel@pgusd.org	Transitional Kindergarten	K-1	3121
Kristen Sweeney	ksweeney@pgusd.org	Kindergarten	K-2	3106
Michelle Menczkowski	mmenczkowski@pgusd.org	Kindergarten	K-2	3106
Tanya Fadem	tfadem@pgusd.org	Kindergarten	K-3	3123
Summer Wright	swright@pgusd.org	Kindergarten	K-4	3124
Christina Luciano	cluciano@pgusd.org	1st Grade	G-1	3105
Shannon McCarty	smccarty@pgusd.org	1st Grade	G-2	3101
Camilla Miller	camilla.miller@pgusd.org	1st Grade	G-3	3128
Beth Cina	bcina@pgusd.org	2nd Grade	B-1	3109
Hetal Patel	hpatel@pgusd.org	2nd Grade	B-2	3108
Nate Welch	nwelch@pgusd.org	2nd Grade	B-3	3107
Melissa Flores	mflores@pgusd.org	3rd Grade	C-2	3112
Sarah Gordon	sgordon@pgusd.org	3rd Grade	C-3	3118
Melissa Anderson	mandersen@pgusd.org	3rd Grade	C-4	3111
Kari Serpa	kserpa@pgusd.org	4th Grade	D-3	3113
Kathryn Yant	kyant@pgusd.org	4th Grade	C-1	3110
Marc Russo	mrusso@pgusd.org	4th Grade	E-2	3114
Kristen Dempsey	kdempsey@pgusd.org	5th Grade	D-1	3115
Danielle Condit	ddavenport@pgusd.org	5th Grade	D-2	3119
Natalie Montgomery	nmontgomery@pgusd.org	5th Grade	D-4	3117
Gretchen Kelly	grkelly@pgusd.org	SDC (4th & 5th grade)	E-4	3102

Rebecca Boston	rboston@pgusd.org	SDC (K-3)	G-6	3104
Jarad Masar	jmasar@pgusd.org	Music - Vocal	K-5	3210
Jonathan Valverde	jvalverde@pgusd.org	Music - Instrumental	K-5	3210
Jeff Gray	jgray@pgusd.org	Physical Education	A-1	3230
Molly Kriva	mkriva@pgusd.org	Speech	G-8	3154
Jennifer Smallwood	jsmallwood@pgusd.org	ELD	A-1	3103
Katie Kreeger	kkreeger@pgusd.org	Resource Specialist	G-4	3129
Liliana Nunez	lnunez@pgusd.org	Spanish	Various	646-6560
Mary Quindimil	mquindimil@pgusd.org	Title 1	G-5	3152
Diane McCluskey	dmccluskey@pgusd.org	Occupational Therapist	A-5	3233
Zoe Roach	zroach@pgusd.org	Counselor	B-4	3135
Thalia Jones	thjones@pgusd.org	Psychologist	G-7	3126
Christine Gruber	cgruber@pgusd.org	Library Tech	Library	3204
Carey Parker	cparker@pgusd.org	Computer Tech	E-3	3213
Fran Castorina	fcastorina@pgusd.org	Food Service - Supervisor	Cafeteria	3203 or (831) 646-6567
Jeanette Odenbrett	jodenbrett@pgusd.org	Food Service	Cafeteria	
Fran Petty	fpetty@pgusd.org	BASRP Leader	A-4	3224 or (831) 646-6501
Jennifer Thompson	jthompson@pgusd.org	BASRP Attendant/IA/Noon Duty	A-4	
Danielle Groshong	dgroshong@pgusd.org	BASRP Attendant	A-4	
Ryan Rodewald (on a semester leave)	rrodewald@pgusd.org	BASRP Attendant/ Noon Duty	A-4	
Oscar Orozco	oorozco@pgusd.org	Head Custodian	B-5	3207
Danny Mamaclay	dmamaclay@pgusd.org	Night Custodian	B-5	3207
Thomas DeBruin	tdebruin@pgusd.org	Custodian	B-5	3207
FGE Instructional Aides / Noon Duty Supervisors				
Amy Killett	akillett@pgusd.org	Title I / ELD	A-1 & G-5	3152 & 1303
Cherie Mares	cmares@pgusd.org	Instructional Aide/ Noon Duty	Various	646-6560
Danielle Groshong	dgroshong@pgusd.org	Instructional Aide/Noon Duty	Various	646-6560
TBD		SPED / Noon Duty	G-4	3129
TBD		Intervention	G-5 / K-6	646-6560
Julia Mellin	jmellin@pgusd.org	Noon Duty / Instructional Asst	Various	646-6560
Sylvia Gil	sgilt@pgusd.org	Instructional Aide/ Noon Duty	Various	646-6560
Leonard West	lwest@pgusd.org	P.E. / Noon Duty	Various	3230

Michelle Mitchel	mmitchell@pgusd.org	Instructional Aide / Noon Duty	Various	646-6560
Ron Longueria	rlongueira@pgusd.org	Noon Duty Supervisor	Various	646-6560
Shirley Ushakoff	sushakoff@pgusd.org	Instructional Aide	Various	646-6560
Silvia Mah	smah@pgusd.org	Instructional Aide	Various	646-6560
Tina Tavares	ttavares@pgusd.org	Instructional Aide	Various	646-6560
Tracy Ruhs	truhs@pgusd.org	Title 1	G-5	3152

PGUSD District Office and Board of Education

Dr. Ralph Gomez Porras	Superintendent rporras@pgusd.org	Carolyn Swanson	President cswanson@pgusd.org
Joshua Jorn	Assistant Superintendent schinbendib@pgusd.org	Jennifer McNary	Board Clerk jmcnary@pgusd.org
Buck Roggeman	Director of Curriculum and Special projects broggeman@pgusd.org	Brian Swanson	Trustee bswanson@pgusd.org
Claire Davies	Director of Special Education /Student Services cdavies@pgusd.org	Elliot Hazen	Trustee ehazen@pgusd.org
Matthew Binder	Director of Educational Technology mbinder@pgusd.org	Laura Ottmar	Trustee lottmar@pgusd.org

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

SUBJECT: Robert H. Down Elementary 2023-2024 Parent and Student Handbook

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Sean Keller, Robert H. Down Elementary

RECOMMENDATION:

The District Administration recommends the Board review and approve the 2023-2024 Robert H. Down Elementary Handbook.

BACKGROUND:

The PGUSD Board of Education is tasked annually with approving school site handbooks.

INFORMATION:

Other than basic cleaning up of grammar, punctuation, and formatting issues, the following were changed in the 2023-2024 Robert H. Down Elementary School Parent and Student Handbook:

Page 4 – Added section to explain school registration online with Synergy and class placements

Page 10 – In agreement with FG Principal Preciado, cleaned up the Dress Code language to remove language based on gender.

Page 11 – Added language regarding PGUSD Tech Agreement

Page 18 – Changed Food Services language per Director Stephanie Lip

Page 19 and 20 – Added language of Toolbox Tools and use of Restorative Practices along with PGUSD Discipline Matrix

Page 27 – Added Transitional Kindergarten to Bell Schedule

Page 31 – Added map of RHD campus

FISCAL IMPACT:

None



**ROBERT H. DOWN
ELEMENTARY SCHOOL**

**PARENT ★ STUDENT
HANDBOOK**

2023-2024

2023-24 Robert H. Down Elementary Handbook 1

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Robert H. Down Elementary Mission Statement



The Mission of Robert Down Elementary School, in partnership with home and community, is to challenge every student to learn the skills, acquire the knowledge, and develop the insight and character that is necessary for a productive and rewarding life through a quality instructional program and a positive, stimulating environment with a clear commitment to the worth of every individual

Principal's Message



Welcome to the Robert H. Down Elementary Otter Ohana!

For those families new to PGUSD, Welcome! You have landed in a very special place where your children will be cared for and cherished as if they were our own. Robert H. Down Elementary provides an outstanding education through its classroom academics and support services. We take our nickname, Butterfly Town, U.S.A., seriously by helping every student transform into a unique learner that is able to fly off to middle school, confident they will be successful. On behalf of the RHD Staff, we look forward to serving your family whether you are long-time residents, short term military, or somewhere in between. Once an Otter, always and Otter. Welcome to our Ohana!

—Sean B. Keller, RHD Principal, skeller@pgusd.org

School Registration

PGUSD uses Synergy for online registration. All new families should contact the RHD front office to check on PGUSD residential requirements and submit a New Student Pre-Registration link on the front page of our website: <https://robertdown.pgusd.org/>

Classroom Placement

The placement of students each year is a task that our staff takes very seriously. Teachers from the current grade level work as a team with support staff and the principal to place students into classrooms each spring for the following year. Because of the many variables and delicate balance of each class, we cannot guarantee a particular placement for any child. Please do not contact the school or individual teachers requesting a specific teacher. Class placements are a team effort and a time-consuming task. New students are placed based on current classroom numbers and student support needs. PGUSD supports the efforts of our staff and requires a two-week waiting period before any parent request for a class placement change will be considered. If parents/guardians have concerns they should share them with the current teacher as soon as possible and request a face to face, virtual, or phone meeting to discuss issues and determine if improvements can be made. If there are extreme circumstances or after a meeting with a teacher has not resulted in improvements, then parents/guardians should contact the principal to discuss another class placement.

Arrival and Pick Up Times

Children should arrive at school between 8:30-8:40 A.M. Students arriving before 8:30 A.M. or not picked up 10 minutes after the dismissal bell will be sent to daycare for supervision. Parents/Guardians will be charged \$10.00 per hour (or any fraction thereof) for emergency day care services. Charges for emergency day care services are due and payable on the day of the occurrence. The warning bell rings at 8:40 A.M. Students are tardy if they are not in their classrooms at 8:45 A.M. and truant tardy if late 30 or more minutes (after 9:15 A.M.) without a note from a doctor or verification from guardian (See Punctuality, Attendance and Tardy Policy for more information). Please remind your child that, if tardy, he or she must check in at the office before proceeding to class. All students should go home immediately following the dismissal bell if there is no parent/guardian supervision.

Campus Access: Gates Opened and Locked

Gates will be unlocked at 8:30 A.M. daily for student arrival: Gate A (Spruce & 13th Street), Gate B (Spruce & Fountain), Gate C (Pine Ave near Co-Op), and Gate D (Pine Ave. Near 13th Street). All morning intervention students should enter through Gate D for their 8:00 A.M. courses. Gates will be locked at 8:45 A.M. after the first bell. Gates A and D will be unlocked for kindergartners leaving at 2:10 P.M. Kindergarten parents should meet their children by the nearest gate to their student's classroom. All parents and non-RHD children should leave campus until gates are reopened at 3:10 P.M. for the final bell dismissal if older siblings are still in school. Gates will be re-locked for the afternoon BASRP program at 3:30 P.M. and families still on campus are asked to play on the Jen Hinton Field playground area or an area not designated for BASRP until BASRP moves to its indoor location off Pine Ave. No students should be left unsupervised after school, or they will be checked into the BASRP program if no parent/guardian is present. Gates will be unlocked for community use after 4:30 P.M., over the weekend, and during school breaks. Adults should never ask students to open gates for convenience from the inside or ask students to climb

over fences or reach through/under gates to unlock handles. Please help to always keep RHD safe.

Attendance/Procedure for Parent to Explain Absences

Each time your child is absent, please call the absence line (831-646-6663) or report absence in Synergy's ParentVUE app, prior to 8:30 A.M. to explain the absence. Regular and prompt attendance is most important to success in school. Chronic attendance problems will result in a meeting with the principal and a possible referral to the District Attorney's office Truancy Abatement Program. Homework should be requested on the absence line or by emailing the homeroom teacher when reporting the student's absence. Homework will be available outside the front doors between 3:30 to 4:30 P.M. or through Google Classroom, whichever is preferred method of the teacher. Please do not send your child to school sick as they are likely to infect others. Monterey County Office of Education (MCOE) policy states that a student must be fever- and vomit-free for 24 hours before returning to school.

Student Attendance Policy/Board Regulation 5113

Pacific Grove Unified School District adheres to a strict attendance policy. "Parents or guardians of children aged six to 18 are obligated to send their children to school unless otherwise provided by law. The Board shall abide by all state attendance laws and may use appropriate legal means to correct the problems of excessive absence or truancy." A 24-hour voicemail system is available for calls at 646-6663. All absences must be cleared by a telephone call or note from the parent/guardian within 72 hours of the absence. It is important to advise the office as well as your child's teacher. Parents may verify student illnesses up to 14 days throughout the school year before a note from a doctor/clinic is required, including students who arrive at school after 9:15 A.M. for an illness/medical appointment or for an all-day absence for illness or medical appointment – or combination thereof. Each subsequent absence (15 or more) requires a note from a doctor/clinic.

Punctuality

It is vitally important that children arrive at school on time. It is a disruption to the entire class when a student arrives late. The student misses out on vital information as well as having a beneficial start to the day. Letters will be sent to parents if their child is tardy seven times or truant tardy three times (late after 9:15 A.M./30 minutes or more).

Truancy Mediation

Robert Down Elementary participates in the Truancy Mediation Program through the Monterey County District Attorney's Office. Students shall be classified as truant if absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period (truant tardy) during the school day without a valid excuse on three occasions in one school year, or any combination thereof. Such students shall be reported to the Superintendent or designee. (Ed Code 48260) After three unexcused/unverified absences/truant tardies, the school is mandated to report these absences to the Monterey County District Attorney's Truancy Mediation Program and parents will receive a letter warning about further attendance violations. A mandated parent meeting with the principal will result if unexcused absences/truant tardies continue, along with a letter from the District Attorney's Office warning families about possible fines if students do not begin to arrive on time or attend school. The entire

2023-24 Robert H. Down Elementary Handbook 5

Regulation #5115 regarding Absences and Excuses may be viewed online at pgusd.org under Board Policy.

Tardy Policy

If a student will be late to school, parents are requested to call the school office prior to 9:30 a.m. to inform the school. Regardless of this call, the tardy will remain unexcused unless it qualifies as a justifiable or excused absence. Students arriving to school more than 30 minutes late or students leaving school early without prior consent (JAR Form -see page 6) or presenting a valid written excuse from a doctor, dentist, or orthodontist are considered truant, and report as an unexcused absence. All students arriving late to campus must report to the office before going to class. Students leaving school must be signed out at the office by a parent/guardian or an adult listed on the student's emergency card.

Early Dismissal from School

If a parent wishes to have a student dismissed from school early, the parent shall sign the student out of school at the school office prior to leaving. Students are not permitted to leave the building or school grounds without prior approval.

Excused Absences

The State of California considers illness, medical/dental/optometric/chiropractic appointments, and attendance for religious observance/instruction/exercise/or retreat (no more than four hours per semester), the funeral of an immediate family member, accompanying a guardian to a naturalization ceremony, court, or education conference offered by nonprofit on legislative or judicial process to be excused absences. Please see Board Regulation 5113 for full details and absences requiring prior written notice (Justifiable Absence Request below). Fourteen excused absences are allowed per year for Illness (I). After the 14th excused absence, an illness will be considered excused only if documented by a physician/primary health provider. Absences beyond the 14th that are not excused by a physician/primary health provider's note will be considered unexcused absences.

Unexcused Absences

Any absences not covered in the Attendance Codes are considered unexcused absences. After three unexcused/unverified absences, the student is considered truant. Please see "Truancy Mediation" section (Page 5).

Allowable Credit Due to Unexcused Absences/ Justifiable Absence Request (JAR)

Parents or guardians may be allowed, on a limited basis, to have students submit pre-approved class work or assignments for partial or full credit due to an unexcused absence. To ensure that your request is received, the parent/guardian should deliver their written request to the school office two weeks in advance of the absence. Email requests are not recommended as the email may be lost in spam and not received. The written request should be directed to the school principal, not the classroom teacher.

- a. Approval for allowable credit due to an unexcused absence may be granted for up to ten (10) days per school year if the absence is due to business or travel that has demonstrable educational value and the student’s academic progress will not be impeded as a result.
- b. Teacher and Administrative pre-approved student absences for school-sponsored events may be eligible for full credit outside of the allowable days noted in (b) above.
- c. The maximum number of days of allowable credit shall be ten (10) days per school year, except in unusual circumstances.
- d. Make-up work and/or tests may not be provided for unexcused absences in excess of the established limits.
- e. To be considered for allowable credit due to an unexcused absence, please fill out a Justifiable Absence Request found online at <https://robertdown.pgusd.org/documents/School/Forms/JustifiableAbsenceRequestFormRHD.pdf>

Attendance Codes

For clarification of various absences, the following attendance codes are used and can be viewed in SYNERGY:

Excused Marks	Unexcused Marks
<p>B Bereavement of immediate family member</p> <p>H Home hospital absences</p> <p>I Excused for illness, injury, medical and dental appointments (No doctor or dental notes on file, Up to 14 days per school year allowed)</p> <p>ISS In school suspension – On campus</p> <p>M Excused for medical or dental reasons with a note from the doctor or dentist</p> <p>Q Quarantine, usually for medical reasons</p> <p>R Religious instruction – Student must attend the minimum school day. No more than four school days per month. Ed Code 46014</p> <p>SUS Suspension - Off Campus</p> <p>SA School sponsored activity or appointment</p> <p>W Waiver – Submit a Justifiable Absence Request (JAR) Form for court appointment that is Documented by the court system, funeral for a person other than student’s immediate family, religious holiday or ceremony (no more than four days per semester), and Military Family Leave BP5113, Ed Code 48205.</p> <p>TDX Tardy Excused - Must be validated with written documentation</p> <p>EOE Early Out Excused – Student attended part of the school day, but left for an excused reason (Elementary Schools Only)</p>	<p>A Unverified – Waiting for parent verification</p> <p>C Truancy or intentional absence by the student over 30 minutes, during any part of the school day that is not excused. Three of these results in First Truancy Letter.</p> <p>J Justifiable Absence – Parent/Guardian generated by submitting a Justifiable Absence Request (JAR) form to administration <i>two weeks in advance</i> may allow the student to make up work but the absence remains unexcused. Allowable credit may be granted for up to 10 days per school year BP5113.</p> <p>T Tardy Unexcused - Up to 30 minutes (such as Running late, oversleeping, alarm clock failure, car trouble, traffic jam)</p> <p>T30 Tardy Unexcused – In excess of 30 minutes is an automatic truancy. Three of these will result in First Truancy Letter.</p> <p>UNX Unexcused Absence – For family necessity or emergency, non-medical/dental appointments, business or vacation travel</p> <p>EOU Early Out Unexcused – Student attended part of school day but left early for unexcused reason (Elementary Schools Only)</p> <p>*Per California Education Code Section 48260.(a), a student who misses 30 minutes or more of instruction 3 times in a school year is considered truant.</p>

School to Home Communication and Parent Conferences

To assist parents in receiving regular information, the RHD office and principal will send emails and texts to parents via our Smore system each Thursday regarding upcoming events and important announcements. Other announcements will be sent via the PGUSD Catapult System, which includes text messaging. Classroom communications are sent out on a regular basis from all teachers via emails or newsletters. Parent conferences will be formally held as noted in the calendar, and others will be scheduled as needed by either the parent or the teacher. Student report cards will be sent home during the fall and spring parent conference times, as well as at the end of the school year. If you need assistance in this area, contact your child's teacher or call our office at 646-6540.

Homework

In consultation with parents and students, the elementary educators of Pacific Grove Unified School District have developed our homework policy. All groups recognize that quality homework should support the content being taught in classes and should develop a love of learning in students. Our homework plan seeks to build study skills in students as they progress through school while allowing students plenty of time after school to play with friends and spend time with their families.

Homework assignments are given Monday through Thursday. Long-term projects may be worked on during holidays or weekends; however, ample time is given so that every long-term project can be completed by consistently working on the project Monday through Thursday during the school weeks prior to the deadline.

Time spent on homework should be approximately 10 minutes times the grade level in 1st to 5th grades (1st grade = 10 minutes, 2nd grade = 20 minutes, 3rd grade = 30 minutes, 4th grade = 40 minutes, 5th grade = 50 minutes). For grades 1 and 2, the total homework time is exclusive of required reading time. For Grades 3 through 5, homework time is inclusive of required independent reading time. Should your child's homework time consistently exceed the expected amount, please speak with your child's teacher.

Weekly activities bags are sent home for kindergarten students. While completing activity bags is optional, daily reading with your kindergarten child is recommended.

Some homework in the upper grades requires access to a computer and Wi-Fi outside of the school day. If you do not have a computer and/or a Wi-Fi connection available to you, please reach out to the RHD Computer Tech at <https://sites.google.com/pgusd.org/distance-learning-guide/tech-support?authuser=0>

Grades on the report card for each subject area reflect mastery toward content standards. The report card homework grade reflects the student's completion, effort, and utilization of a growth mindset in all homework assignments.

Homework provides opportunities for all students to build study habits, self-discipline, and time management. Please contact your child's teacher if your child truly lacks understanding of a concept during the completion of homework. Always encourage your child and praise their

efforts and improvements. If your student is absent, you may request homework when you call the absence line prior to 8:30 A.M. The absence line is available 24 hours a day at 646-6663.

Teachers will regularly monitor and evaluate the amount of time homework assignments are taking students to complete. Staff will assess and recommend any adjustments, as needed. If possible, teachers assigning technology-dependent homework assignments will offer non-technology-dependent homework assignments as an alternative, if possible.

School staff will make every effort to coordinate projects and larger assignments so that conflicts in due dates will be minimized.

For more information regarding homework, please see P.G.U.S.D. Board Policy 6154 at www.pgusd.org.

Homework Guidance

A consistent time and place for study is important to your child's learning. The area should be comfortable and quiet (free from distractions), and well lit. A small table can serve as a desk. To minimize interruptions during study, help your child organize supplies (pencils, erasers, rulers, dictionary, paper, crayons, etc.) and have these materials nearby and ready to use.

Be sure your child understands the homework and review the directions or work a problem together to reinforce the concept. Be available for your child during homework time and share the completed assignments before they are returned to school but DO NOT do the homework the child is to complete.

Visitors

For the safety and best interest of all concerned, visitors (including volunteers and parents) must enter the school through the front doors on Pine Avenue and check in with the office before going to classrooms, performances, or the playground. Please make sure to sign in and wear a visitor badge. Upon leaving the school, please sign out in the office and return the visitor badge. Please follow all rules and expectations as directed by staff to maintain a secure campus.

Health Considerations at School

Children may not bring medications of any kind to school unless there is a completed physician authorization form on file at school. If your child needs to have medication regularly administered during school hours, please pick up a form at the office. This includes "over the counter" medications. Please do not send your child to school with aspirin, cough drops, allergy medicine, etc. If you have questions, please call Cindy Waznis, our Health Clerk, or District Nurse Katrina Powley (831) 646-6540 ext. 2303. At the start of each year, parents are asked to provide emergency contacts for each of their students. If a child has a condition that could result in an emergency during the school day or RHD is forced into evacuation with student release, we make every effort to contact the parent/guardian. If you believe this applies to your child, and would like to develop a plan, please contact our health clerk at 646-6540.

Mental Health Services

Student mental health services are available through the Pacific Grove Unified School District by contacting:

Clare Davies, Director of Student Services, (831) 646-6553 ext. 9213
435 Hillcrest Avenue
Pacific Grove, CA 93950

Oral Health Assessment

To make sure your child is ready for school, California Education Code **now requires** that your kindergarten or first grade child has an oral health assessment (dental check-up) by May 31, in either of those grades (whichever is his/her first year of school). Assessments that have happened within the 12 months before your child enters school also meet this requirement. The assessment must be done by a licensed dentist or registered health professional. A waiver is also available. If you did not complete the verification of this oral health assessment when you completed your child's registration packet, please contact our health clerk at 646-6568 and she can provide you with any information you may need to complete the process.

Emergency Messages

All contacts with the classroom during the school day should go through the office. **Messages for children should be for emergency only.** Keep in mind that each time the office has to call a classroom with a message, it interrupts instructional time. Make sure that your child has a lunch and be certain that after-school plans are made ahead of time and communicated clearly to your child.

Lost and Found

Labels on clothing, lunch boxes, eyeglass cases, etc. help to recover lost articles. The Lost and Found is located outside of the cafeteria near Room 20. All items are donated to a local charity before each major break (October, Thanksgiving, Winter, Presidents, Spring, Summer) and announced two weeks prior in the Daily Bulletin. Please try to help children keep track of their personal belongings.

Before and After School Recreation Program (BASRP)

Before- and after-school care is available from 7:00 A.M. to 6:00 P.M. Call Darryl Smith at 646-6548 for more information or email him at darrylsmith@pgusd.org or visit the web page at <https://robertdown.pgusd.org/Parents/B-A-S-R-P-/index.html>

Dress Code

A students' dress and appearance should be compatible with an effective elementary learning environment. Clothes and shoes should allow for free movement during recess and P.E. Hats may be worn outside. Inappropriate words, sponsors, pictures, sagging pants, exposed underwear, and revealing clothing are not allowed. A student may be asked to call a parent/guardian if they are not following the dress code so appropriate clothing can be brought to school.

Electronic Devices/Cell Phone Policy and Regulation

Per Board Regulation 5146, except with prior consent for health reasons, electronic signaling or imaging devices must be turned off and put away throughout the school day in a student's backpack. These include, but are not limited to, cell phones, gaming devices, smart watches with the ability to audio or video record. Smart watches that only allow for emergency calls are allowed. Students may not carry excluded electronic devices with them on campus during the school day without expressed permission from the principal. Devices are not to be used during the school day for phone calls. Phones are located in each classroom that students may request to use. On those days when a particular lesson or project would be enhanced with such devices, the teacher will notify the parents and students that they are allowed to bring their device to school. These devices will be collected and stored by the teacher on that day. Devices will be used only during the time frame of the particular lesson/project and will be returned to the student at the end of the day. Activity trackers have been approved by the district to be used; these are devices that do not have the ability to call/text nor provide camera/video options such as Fitbits, Garmin Vivo Fit, Jr., and UNICEFs.

PGUSD Technology Responsible Use Agreement

During online registration, parents and guardians should discuss the PGUSD Technology Responsible Use Agreement with their student(s). This agreement explains the responsibilities of students while they are using the District's Google Suite products in addition to any district or school purchased software. Emails and documents should be used for academic purposes only. Please note that all district owned technology and software is checked regularly by our site technicians and Securly, our student safety and wellness filter and monitoring program. We urge families to sign up to smartsocial.com to help their students navigate their outside social media and phone use as well.

General Guidelines

1. Parents are asked to wait for their student(s) outside of the gates at dismissal time for pick up. Please do not go to your child's classroom to pick them up at any time during the school day. This is to ensure campus security. If you require an "early pick up", please come to the office and sign them out. Your student(s) will be sent from class.
2. Bicycles and skateboards will be walked on all parts of the school campus, including the sidewalk in front of the school. Bikes should be parked in the provided bicycle racks. Bike locks are strongly recommended. Rollerblades are not allowed on school grounds. California law currently requires children to wear helmets while riding bikes, scooters, skateboards, or skates. Parents, please review traffic and safety rules with your children so their trip to and from school will be safe. Regular shoes must be worn on school grounds. Wheeled shoes are acceptable footwear, but the wheels may NOT be used at school in the hallways or on the playground.
3. Toys are to remain at home unless the teacher or principal gives special permission. Only classroom equipment and materials will be allowed at school.
4. So that no child feels overlooked, please do not distribute party invitations or thank-you cards at school. **Please follow the guidelines of the district's Wellness Policy when sending treats to classroom celebrations**, but RHD's preference if to have birthday celebrations with food off campus after school or on weekends. Board Policy 5030 states, "Parents are encouraged to support the District's nutrition education efforts

by considering nutritional quality when selecting foods sent to school, either for individual or for class consumption.” The entire board policy may be viewed online at <https://www.pgusd.org/Board/Board-Policy-Goals-and-Plans/index.html>.

Pencils and erasers (school supplies) are great alternatives for celebration treats!

5. Students are not to leave the school grounds during school hours without being signed out in the office. If you know ahead of time that your child will be leaving early, please call or email the office. The child is then called from the classroom to meet the parent in the office. **Only people listed on the emergency card may pick up the child unless we have a written, signed note from the parent/guardian. If office staff does not know the person coming to pick up a child, the adult will need to show identification before the child will be released.**
6. Students must not bring gum, candy, or soda/energy drinks to school.
7. **DO NOT DOUBLE PARK** in front of the school to pick up or drop off your child. This is illegal. There are many safe places to park around the side streets and the back of the school that do not increase the congestion in front of the school. For the safety of all children, please park and meet your child in a safe place.
8. Please adhere to the 3-minute parking rule in front of Robert Down School (on Pine Avenue) between 8:20-8:50 A.M. Do not park here if you need to come into the school. **Drop-off/pick-up zones:** Pine Ave. Near the Co-Op and Spruce Avenue between 12th and 13th streets. No parking to walk students to gates should occur in these zones.
9. Students who ride the bus to school are required to purchase a bus pass through the P.G.U.S.D. District Office. The cost per student is \$100 per year (\$150 for two or more students), or \$80 per semester (\$120 for two or more students). Students who fail to follow the directions of the bus driver may lose the privilege of bus transportation.
10. Dogs are not permitted on campus with the exception of service dogs.
11. In accordance with state and federal law, smoking is prohibited in all district facilities and vehicles. (20 U.S.C. 6083, Labor Code 6406.5) The Board further prohibits the use of tobacco products and e-cigarettes at all times on district grounds and facilities. Vaping is also prohibited.

CA Assessment of Student Performance and Progress/Smarter Balanced Test (SBAC)

CAASPP/SBAC testing is administered to students in grades 3, 4, and 5 every year. These are state-mandated tests which are not used to determine report card grades. The results are used by the district as one factor in course placement in grades 6-12. This testing data is used by the 23 California State University campuses as English and Math placement tools. It is vital that students participate and give their best effort; however, parents/guardians may opt out their student(s) by sending communications to the principal indicating which specific tests should not be taken by their child: Computer Adaptive Test (CAT) ELA, Performance Tasks (PT) ELA, CAT Math, PT Math, and/or CA Science Tests (CAST - 5th grade only). RHD’s results have provided opportunities for our school to be eligible for Blue Ribbon recognition at the state and national level.

Interim Assessments

RHD also uses interim assessments to help identify which students need support for reading, writing, and math skills within the classroom as well as Intervention services. These include ESGI for kindergarteners (Basic letter name and sound identification), Dynamic Indicators of

Basic Early Literacy Skills (DIBELS) for grades 1st-5th, the Scholastic Reading and Math Inventories (SRI & SMI) for 4th-5th graders possibly attending READ 180, and NWEA Measurements of Academic Progress (MAP) reading and math assessments. None of these assessments are used for classroom grading.

Library Policy

The library is open from 8:30 A.M. to 3:00 P.M. daily. Please use inside voices. Food or drink while visiting the library are not allowed. Students may be in the library outside of their regular class visit with a note from their teacher when the librarian is present.

Library books may be checked out for one week at a time and then must be renewed or returned. Students must take responsibility for the replacement of damaged or lost materials. Additional items will not be checked out for use outside of school until the lost item is returned, paid for, or replaced. Replacement copies are acceptable as approved by the librarian.

Students may use the Library Web Page to access the catalog and reference resources. Students must have a Technology User Agreement on file with the school in order to use the Internet. Misuse may result in disciplinary consequences and the loss of privileges.

Physical Education

All K-5 students participate in Physical Education for thirty minutes each day. The State Board of Education requires each elementary aged child (Grades 1-5) to participate in a minimum of 200 minutes of Physical Education every ten days.

1. **APPROPRIATE DRESS**—It is very important that your child wears comfortable, loose clothing that allows movement. It is even more important that comfortable, supportive, closed-toe, athletic shoes are worn. UGGS, CROCS, SANDALS, FLIP- FLOPS, SLIPPERS, DRESS SHOES, HIGH HEELS, and BOOTS are not acceptable. If your child does not wear appropriate shoes, he/she will not be allowed to fully participate in our Physical Education class and will not get credit for that day. Some students opt to bring a change of shoes in their backpacks for physical education.
2. **JACKETS, SWEATSHIRTS, AND SWEATERS**—In Pacific Grove, the weather is constantly changing: foggy, hot, windy, drizzly, gorgeous, etc. Our students tend to dress in layers. Please put your child's first and last name on the inside of jackets, sweatshirts, and sweaters. If something has been left or forgotten at school, remember to check the Lost and Found, which is located outside the Cafeteria near Room 20.
3. **MEDICAL EXCUSES AND NOTES**—If your child cannot participate in Physical Education class due to an illness or injury, the parent or guardian should send a written note to school. If your child needs to be excused from class for more than three days, a note is needed from your child's doctor stating the nature of the illness or injury, and approximately when the child can return to Physical Education class. For an extended illness or injury (four weeks or longer), a written release from the doctor stating your child is healthy and able to return to Physical Education is required.
4. **EQUIPMENT & SAFETY**—Your child's safety and that of others is our primary concern. Any unsafe behavior or misuse of equipment will cause a student to sit out from the

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class activity. Parents will be notified of serious incidents or when their child is having repeated difficulty staying safe in Physical Education class.

5. PHYSICAL EDUCATION EXPECTATIONS OF BEHAVIOR – As with all classrooms, the Physical Education program has a behavior policy that is provided to each student. This policy teaches moving with control, respecting self and others, developing self-esteem, communication skills, and solving conflicts.
6. PHYSICAL FITNESS TESTING (5th Grade) – Per Education Code Section 60800, each spring, 5th-graders participate in the CA Physical Fitness Testing in six categories: Aerobic Capacity, Body Composition, Abdominal Strength and Endurance, Trunk Extensor Strength and Flexibility, Upper Body Strength and Endurance, and Flexibility. All results are confidential and only shared with the CA Dept. of Education and P.G.U.S.D. Physical Education staff. For more information, please visit <https://www.cde.ca.gov/ta/tg/pf/>.
7. CA HEALTHY YOUTH ACT requires presentations in nutrition, physical activity, and growth/development. Most of these lessons will be taught by our Physical Education teacher but may also be presented in the homeroom classroom. The PGUSD Nurse also provides lessons regarding Growth/Development and Sexual Health/Family Life Education in two 50-60 minute sessions: Puberty and Maturation and HIV/Aids. Presentations are available for parents in the health office. Parents/Guardians may opt out their student(s) from these lessons by contacting the principal or district nurse.
8. OFFICE HOURS AND CONFERENCES – The Physical Education teacher, Ms. Tobin, is available before and after school and during prep time. Please call or email the teacher at ptobin@pgusd.org if you wish to schedule an appointment.

Campus Safety and Emergency Guidelines

In the event of a serious emergency:

1. RHD staff has been trained in the Big Five School Safety Protocols (Shelter in Place; Drop, Cover, and Hold On; Secure Campus; Lockdown/Barricade; and Evacuation) and will take appropriate actions in any emergency. The office will establish a communication center along with a first aid center, if needed, during an evacuation on Jen Hinton Field near the PE shed/intermediate playground/center stairs.
2. Teachers will keep all of their students together until a family member or individual listed on their emergency card arrives to pick up their child.
3. **Evacuation:** When coming to the school to pick up children after an evacuation to Jen Hinton Field, Kindergarten-2nd grade parents/guardians should come with proper ID to Gate A (Spruce/13th Street gate), and 3rd-5th grade parents/guardians to the Junipero Avenue (field) gate. RHD staff must identify everyone from emergency cards before students are released and will guide students to the proper gate for pick up. Junipero may be the only pick up area if emergency personnel deem Spruce and 13th unsafe. Adults should not enter campus through any other entrances due to emergency personnel's need to access the area to investigate the emergency. Do not add yourself to the problem (fire, gas leak, falling debris, etc.). Keep yourself safe in order to bring your student home.
 - Alternative sites for student release will be the PGMS pick-up circle
 - Kindergarten-2nd grades use the Sinex side
 - 3rd-5th grades use the Hillcrest side)

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- OR the PG Community Center/tennis courts if PGMS is not available.
4. **Secure Campus and Dismissal:** If RHD is on a secure campus safety protocol during TK/Kindergarten or 1st -5th dismissal, then students will be brought to the closest gate from their classroom. If your child is not present at the expected gate, please ask a staff member with a radio to call the other gates and your student will be escorted to your location.
 - a. Gate A (Spruce/13th): E-Wing classrooms and Rooms 18 and 19
 - b. Gate B (Spruce/Fountain): C Wing and Southwest classrooms 6-10
 - c. Gate C (Pine/15th): Rooms 2-5
 - d. Gate D (Pine/13th): A wing and Rooms 11-17
 5. Parents will not be able to pick up students directly from the classroom (unless this has been determined as a safe pick-up area) and are discouraged from entering campus. Students will be called to the office or student-release area to meet their parents. Students will be dismissed directly to parents by the classroom teacher only if the parent has checked in with office personnel at the proper gate during an evacuation/student release, or through the office if another location has been determined for pickup.
 6. Please visit <https://www.pgusd.org/Departments/Safety/index.html> for more information about the Big Five protocols and PGUSD’s safety goals and policies.



Information for Families in Transition

The Local Education Agency (LEA) provides the parents or guardians of homeless children and youth opportunities to participate in the education of their children. (42 USC 11432[g][6][A][iv])

Homeless children and youth have equal access to the same free, appropriate public education, including a public preschool education, as is provided to other children and youth. If you have uncertain housing, a temporary address, or no permanent physical address, federal and California laws guarantee that your children may be enrolled in their school of origin or enroll in a new school. If this describes your family's living situation or if you are a student not living with a parent or guardian, please contact the principal at Robert Down School or PGUSD Homeless Liaison, Ms. Clare Davies, at the District Office at (831) 646-6523.

Playground Supervision and Guidelines

Our playground will be properly supervised for the safety and welfare of our students. We have some wonderful places for children to play with the following supervision and guidelines to be maintained:

1. Kindergarten will remain on the primary playground.
2. During the 10-minute recess periods (9:55-10:05 and 1:55-2:05) and lunch play time, classes should play in their designated areas: field or blacktop.
3. The recesses are designed to allow children to have a snack, go to the restroom, play, and socialize. During this time, chasing and tag games or other rough activities are not allowed in order to avoid children running into others or receiving injuries through falls. (We have made a special effort to have extra equipment such as balls, jump ropes, etc. available to give the children as many options as possible.)
4. Do not climb the trees or hang on branches.
5. At recess time, students must be on the playground only unless directed to the office by an adult.
6. Students should go across the bars in one direction at a time and never on top of the bars.
7. Play safely at all times.
8. When using the slide, walk up the stairs and slide down the slide only in a sitting position facing forward.
9. Keep hands, feet, and objects to self.
10. Follow all P.E. rules for game playing.
11. Children are to eat their snacks at the benches or picnic tables before playing. We encourage fruits, vegetables, dairy, lean protein, whole grains, and nutritionally rich foods to give children lasting energy. Please do not send children with soda, gum, or candy, which does not provide the nutrition needed to be the best student possible.
12. Toys are to be left at home unless there is special permission given by the teacher.
13. At the end of the recess, a bell will sound. The children are to immediately stop what they are doing and stand still until released by the staff on yard duty. The children will be instructed to walk to their class line.
14. Play areas are only within the red chalk lines.

Lunch and Cafeteria Guidelines

(The California Legislature Approved Free Meals for All Students during 2023-2024)

Below, general information is provided for if the free-meal program ends.

- ◆ The District has adopted a wellness program, which asks parents to send healthy foods for snacks, lunch and classroom celebrations.
- ◆ Lunch is from 12:05-12:50 for 1st-5th grade students, and from 11:55-12:40 for kindergarten students.
- ◆ Each morning, students will be asked by their homeroom teacher if they would like a school lunch or breakfast meal.
- ◆ Students will eat outside weather permitting.
- ◆ When finished eating, students will clean their area, raise their hand to be excused and, when excused, will recycle their trash and walk to the play area. We applaud students who are able to bring a “zero-waste” lunch to school.

Additional Guidelines for Students

- ◆ While waiting in line for hot lunch and during lunch, keep your hands to yourself and use quiet voices.
- ◆ Always walk in the cafeteria at all times.
- ◆ You may talk quietly in the cafeteria – use small, quiet voices.
- ◆ While eating, remain seated and use appropriate table manners.
- ◆ When students are finished eating they should wait to be excused.
- ◆ Once prompted, all students in the eating area should stand up on the east side of each table so noon duty can check under tables before excusing students; 5th graders eating on the wall should wait to be excused.

Assembly Guidelines

Before Assembly:

- All students must walk into the “Ottertorium” in a quiet, orderly manner.
- Teachers will direct students to their assigned seating area.
- Parents are to sit in the back of the “Ottertorium,” behind the fifth-grade classes.

During Assembly:

- Give the performers the courtesy of proper attention
- Clap at the appropriate time.

After Assembly:

- When the assembly is over, students will leave in a quiet, orderly manner under the direction of their teacher.

(Assembly Song)

We Are the Otters

R-H-D is the school for me
R-H-D we are a great big family
R-H-D a fun school in PG
We are the Otters
Getting Smarter
Each Day

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Food Services

CA Universal Meals

The Food Service Department is committed to providing students with nutritious meals and is aware of the importance and impact good nutrition has on student learning and achievement. We are happy to offer free school meals in SY 2023-24. We will make available one (1) breakfast meal and one (1) lunch meal to every PGUSD student every school day.

- A reimbursable breakfast meal consists of an entree, fruit and/or vegetable and optional milk.
- A reimbursable lunch meal consists of an entree, fruit, vegetable, and optional milk.

If the student wishes to take milk to complement their meal from home, we encourage the student to take two more food items to make the meal free and reimbursable. Otherwise, the student will have to pay for milk individually.

- A reimbursable breakfast or lunch meal consists of three of the five food items offered.
 - Choose three items from milk, fruit, vegetable, protein, and grain (one item must be fruit/vegetable).
 - A student may also choose all components offered at each meal.

Meal Application

The District encourages each household to complete a meal application every school year on or after July 1 as the previous year's eligibility expires 30 days into the new school year. While a meal application is not required to receive free school meals, your household may qualify for education benefits or reduced utility and broadband rates if you qualify for free or reduced-priced meals by completing a meal application.

Online meal applications are available during registration as well as on the District website throughout the year. Paper applications are available at school offices and the District Office. We encourage online meal applications to ensure all fields are completed accurately. Completed meal applications will be processed within 10-business days of receiving and a notice of eligibility will be sent via mail or email.

Meal Account

Every student has a meal account automatically linked to his/her name and student ID number. The meal account is a DEBIT account, not a credit account. At the time of receiving a meal, the student will need to input their student ID number into the Point of Sales. A reimbursable meal will be provided at no cost to the student. If a student wishes to purchase a la carte items, an additional entree, a second meal, or individual milk there must be sufficient funds at the time of purchase.

Payment & Refunds on Meal Account

- Cash or check payments can be made out to PGUSD Food Services and can be dropped off at the school sites or District Office.
- Online Pre-payments: Pre-payments for a la carte items via credit/ debit card can be made on Titan Family Portal and will be automatically updated on the student's account.
- Refund requests may be made by contacting the School Nutrition Director.

Student Alternative Discipline

The goal of discipline is to maintain a positive atmosphere for learning while teaching students to be responsible citizens. Like citizens in any community, students must obey the rules to assure that individual rights are not violated by the misconduct or disruptive acts of others. Administration and staff are delegated the authority and responsibility to ensure that the desired goals of educational opportunities and an environment conducive to learning are achieved. When students misbehave, we give them the opportunity to correct their inappropriate behavior and to find a way to make better choices for themselves. Home and school share the responsibility of helping students develop the life-enhancing capability of self-discipline through the learning and use of the Toolbox Tools.

The goal of discipline is to maintain a positive atmosphere for learning while teaching students to be responsible citizens. Like citizens in any community, students must obey the rules to assure that individual rights are not violated by the misconduct or disruptive acts of others. Administrators and staff are delegated the authority and responsibility to ensure that the desired goals of equal educational opportunities and an environment conducive to learning are achieved. When students misbehave, we give them the opportunity to correct their inappropriate behavior and to find a way to make better choices for themselves. Home and school share the responsibility of helping students develop the life-enhancing capability of self-discipline. When students are sent to the office to meet with the principal for a violation of CA Ed Code, a three-pronged approach will be used to correct their behavior: Restorative, Reflective, and Instructional.

- When it is appropriate, an opportunity for the student to restore the relationship between themselves and the stakeholder/offended will occur through a Restorative Meeting. This is where the Toolbox “Apology and Forgiveness Tool” is used to repair harm.
- An opportunity for the student to reflect on decisions and behaviors verbally and/or through writing. Three questions will be asked regarding the student’s behavior(s):
 - Was it safe? Be Safe
 - Was it kind? Be Kind
 - Was it my personal best? Be Your Personal Best
- A teaching opportunity will occur to target the function of the behavior and to help the student learn the skills (Toolbox) needed to not engage in the behavior again. Suspension is seen as a last resort for student discipline if alternatives are not working to end unnecessary behaviors. Students are suspended for very serious violations of CA Ed Code 48900. Suspended students shall be excluded from all school-related extracurricular activities during the period of off-campus suspension. A suspension may also include, but is not limited to, the loss of participation in school-related activities (such as field trips, school performances, sporting events, classroom/school celebrations, etc.).

<i>District-Wide Discipline</i>		
Entire discipline matrix document can be found at https://pgusd.org/student-discipline/		
OFFENSE	MINIMUM	MAXIMUM
1. Damage to school property	Parent contact/conference, restitution, Restorative meeting	Alternative placement, Suspension, Expulsion
2. Cheating	Parent contact/conference, Grade adjustment, Restorative meeting	“U” in citizenship, possible removal from class, Detention, 1 Day in-school Suspension
3. Defiance to staff, Disruption of Learning Environment	Parent contact/conference, Restorative meeting	Parent visitation, possible removal from class, in-school Suspension, Expulsion
4. Hazing, harassment, threatening	Parent contact/conference, Reflective practices, Restorative meeting	Alternative placement, possible Suspension, Expulsion
5. Use or possession of illegal substances	Parent contact/conference, Police notification, Suspension	Alternative placement, Expulsion
6. Theft of school or private property	Parent contact/conference, Restitution, Restorative meeting	Alternative placement, Suspension, Expulsion
7. Fighting	Parent contact/conference, Restorative meeting (if appropriate) Suspension (principal recommendation K-5)	Alternative placement, possible removal from class, Expulsion
8. Disrespect toward others	Parent contact/conference, Restorative meeting	Parent visitation, Suspension Alternative placement
9. Inappropriate language	Parent contact/conference	Detention, Possible Suspension

Toolbox Training ~ Building Resilience, Self-Mastery and Empathy for Others

We believe in empowering your children to learn how to manage their emotions and solve their own problems. We teach students how to strengthen and develop their own innate capacity to form a cohesive and caring community at school. The Toolbox social-emotional program gives the staff and students a common language and methods of fostering healthy relationships and well-being for each student. Toolbox lessons are taught within grade level homerooms as well as once per week during P.E.



Three-Step Plan for Conflict Resolution (Stop, Walk, and Talk)

On the playground, the students are taught to use Rock, Paper, Scissors to keep games moving along, as well as the Three-Step Plan for Conflict Management:

1. Use Your Words and Tell Students to **Stop**

Students are encouraged to tell others what they think and feel in a respectful manner, but when that does not work to tell the other student(s) to Stop while holding their hand up.

2. **Walk** Away to Speak with an Adult and Share What is Happening

Walk away when you can't manage a situation or solve a problem (cool off). It is hard to fight or argue with someone if you are not there – but find an adult.

3. With Help from the Adult. **Talk** About How You Don't Appreciate Being Treated That Way

If students cannot solve the problem, seek adult help. On the playground, find a staff member in the role of Yellow Jacket.

Good Citizen Program
“You Otter Be A Good Citizen”
Otter Club



Effective the first day of school, we establish the Robert Down Good Citizen Otter Club. This is a club established to encourage and recognize appropriate school attitudes and behaviors.

The following criteria are suggested for monthly selection of Otter Club members:

- Students will do their best on assigned work at school and at home.
- Students will be respectful to others; no name-calling, put -owns, teasing, etc.
- Students will show proper respect for all adults.
- Students will not hurt others or engage in activities that might be unsafe.
- Students will not use vulgar or inappropriate language or gestures.
- Students will not fight.
- Students will respect all personal and school property.
- Students will use appropriate table manners when eating.
- Students will be helpful and considerate to others.
- Students will arrive to school on time.

Recognition and Awards

Each month, teachers will select good citizens from their class to participate in the Otter Club and will provide the principal with the names of those students. The principal will make monthly presentations in each classroom, whenever possible, to announce the Otter Club recipients. Outstanding acts of kindness as well as 5th grade Toolbox Honors will be presented during the 5th grade promotion ceremony and Celebration of Dance/Classroom Celebrations at the end of the year. All 5th graders present in the spring are eligible for handprints in the hallways.

Caught Being Good Recognition

The entire staff of Robert Down School will be on the lookout for students performing acts of kindness and playing with sportsmanship during the school day and how students are utilizing their toolbox tools. Students “caught being good” and “being a good sport” will be given a recognition card and a well-deserved pat on the back. Students may put their cards in the “Caught Being Good” can in the school lobby. At every Toolbox assembly/video, all are

acknowledged for their good deeds and 12 students' names are drawn from the "Otter" box for a special get-together with the principal.

Big Buddies and Student Leadership Opportunities

Our 3rd, 4th, and 5th grade classes match with a Kindergarten, 1st, and 2nd grade classroom each year to host Big Buddy opportunities where mentor students read, create art, and get to know their younger schoolmates. 3rd grade is matched with kindergarten, 4th with 1st grade, and 5th with 2nd grade. 4th and 5th graders have the opportunity to continue their mentoring during recess and lunch by volunteering as a Playground Captain and wearing a blue jacket to help guide playground play and work on Toolbox Tools during conflicts. 3rd, 4th, and 5th grade students have the opportunity to volunteer as Garden Rangers to help with RHD's cafeteria sustainability program and work closely with the Garden Coordinator to plant, nourish, and eat our vegetables, fruits, and plants in the garden. The RHD principal also meets with groups of 4th and 5th graders to discuss issues as part of the student Site Plan advisory group.

Volunteer Opportunities

We can use your help in the education of your child. It is essential that you be involved in your child's schooling. There are two places where you can be involved: at home and at school. First and foremost, your consistent involvement at home will have the most positive impact on your child's learning and is the most realistic for most parents. Please make sure that you are reading the notes coming home from school and are aware of the work being assigned. Make sure your child, not you, does the work. Offer your assistance only if necessary. Secondly, volunteering at the school during school hours or after school and on weekends is an extremely useful and gratifying way to help. For the safety of our students and volunteers, all volunteers are required to complete Live Scan Fingerprinting at the Pacific Grove District Office. Paperwork can be picked up in the Robert Down lobby or online at pgusd.org. Please call 646-6593 to schedule your appointment. Once clearance has been verified, volunteers will be under the direct supervision of a staff member and will not work alone with students. See below for some suggestions and how you might help.

- ◆ Classroom helpers for a variety of subject areas (reading, writing, spelling, math, art, etc.), listening to children read, working with particular groups or stations as the students rotate, or doing drill and practice with individuals or groups. Parents who can help on a regular basis in this way should contact your teacher to see what is needed.
- ◆ Assist with classroom projects, work on the bulletin boards, or other special needs.
- ◆ Assist with costumes for the Butterfly Parade or drama productions.
- ◆ Participate in P.T.A.
- ◆ Assist in the library, on the playground, crosswalk, or morning gate.
- ◆ Help on Pride Days, which are held on a weekend to paint, build, clean, garden, fix, and beautify our school buildings and campus. (Board Policy #7230)
- ◆ Be an art or garden docent.
- ◆ Chaperone a field trip.

2023-24 Robert H. Down Elementary Handbook 23

- ◆ Assist the office or teacher with clerical work.
- ◆ Sign up to be your classroom PTA liaison.
- ◆ Assist the classroom liaison in special schoolwide projects sponsored by your child's grade-level team.



Guidelines for Robert H. Down School Volunteers and Parents/Guests



We love our parents and volunteers, and are thankful for your effective involvement. The staff has put together some guidelines to develop a healthy climate of respect and professionalism.

1. Your role in the classroom is important. Please remember to:
 - Give appropriate praise and motivation.
 - Use tutoring strategies such as: repeat directions to the student, allow the student to complete task on his/her own, take a different approach, model a correct response, use visuals, etc.
 - Use appropriate language to guide students rather than just give the answer.
 - Avoid negative comments such as, "Don't act like a baby" or "You should know this."
 - Let children make a mistake and say, "Try that again."
 - When a child says, "I don't get it" or "I don't know what we're doing," state the activity in a new way. The teacher will be available should a student need additional help that the parent or volunteer may not be able to provide.
 - Help all students, not just your own child.
 - Allow your own child to be self-reliant in the classroom.
2. Volunteers need to be trained on the operation of all machines and where/how supplies are utilized. There will be group training at the beginning of each school year. New volunteers should contact the office manager and make an appointment for training since there will be periodic training times available during the school year.
3. Volunteers and parents should display appropriate behavior in the hallways. We would appreciate the hallways being clear during school time (8:45 A.M. to 3:10 P.M.).
4. Student behavior is private and is to be dealt with by the teachers and other authorized personnel. Volunteers and parents should adhere to confidentiality in regard to all students. Due to IEPs and other behavior contracts, some students have different expectations and goals. Being respectful toward all students is expected by all volunteers and parents.
5. Volunteers and guests should wear appropriate professional attire: No tank tops, shorts, revealing necklines, hats (indoors), or inappropriate sayings on clothing. Use professional language. No slang, please.
6. Do not discipline. Let the teacher take over in that area since he/she knows what the child may be working on behaviorally, or if the child has issues affecting behavior that day.

7. Volunteers and parents should be actively engaged in the activity at hand. Please save conversations for outside of school rather than the back of the classroom. If a phone conversation or text must be answered, please step outside of the classroom/building.
8. Let the teacher be in charge of the lesson and the expectations. Volunteers should take the teacher's lead and, if there's a question, ask the teacher privately. Classroom protocols are to be followed by everyone.
9. Younger siblings should not be brought to school during volunteer time in the classroom.
10. In assemblies, parents and volunteers (unless they are specifically helping with a student) should sit behind all of the classes and follow all assembly rules.
11. All of the rules and regulations that govern staff and students at Robert Down apply equally to volunteers and parents. Being on campus is a privilege, not a right, for parents and volunteers. This privilege can be revoked by the administration.
12. Your classroom teacher may have additional rules that will be given to the parents and volunteers.

Parent Teacher Association - PTA

The PTA is an essential part of the education of all children at Robert Down School. While many PTAs function as a fundraising vehicle, our PTA assists the school in many ways. The Robert Down PTA not only provides volunteer and monetary support to every classroom, it also sponsors family fun and educational nights, the annual family dinner and silent auction, book fairs, campus pride days, Dr. Seuss Day, Teacher Appreciation Week, and many other events that enhance the overall climate of Robert Down School.

The PTA membership drive begins in August, and all families and staff are encouraged to join. To learn more about the PTA, please visit <https://robertdownpta.org/>, email RobertDownPTA@gmail.com, or see your classroom liaison, and attend the PTA meetings virtually or in the school library. Dates and times of meetings are posted on the signs outside of the school. Additional PTA information will be coming to you via the RHD Weekly Principal's Update or *The Otter Times*, our PTA-sponsored school newsletter.

Parent Leadership Opportunities: School Site Council

The Robert Down School Site Council develops the Single Plan for Student Achievement (SPSA), which is a plan of action to raise the academic performance of all students, the Safety Plan as well as analyzing parent and student survey results to help with financial decisions. This advisory council made up of RHD staff and parents meets on the third Monday of the month from September through May at 3:30 P.M. virtually or in the principal's office. All meetings are open to the public. Please contact any member of the site council for more information.

Appendix

Robert H. Down Bell Schedules

Regular Schedule (1st-5th Grade)		Regular Schedule (TK and Kindergarten)	
8:40	Warning Bell	8:40	Warning Bell
8:45 - 9:55	Instruction	8:45 - 9:35	Instruction
9:55 - 10:05	Morning Recess	9:35 - 9:50	Recess
10:05 - 12:05	Instruction	9:50 - 12:05	Instruction
12:05 - 12:50	Lunch/Recess	12:05 - 12:50	Lunch/Recess
12:50 - 1:55	Instruction	12:50 - 1:40	Instruction
1:55 - 2:05	Afternoon Recess	1:40 - 1:50	Recess
2:05 - 3:10	Instruction	1:50 - 2:10	Instruction
3:10	School Ends	2:10	School Ends



Thursday Schedule (All Students)	
8:40	Warning Bell
8:45 - 9:55	Instruction
9:55 - 10:05	Morning Recess
10:05 - 12:05	Instruction
12:05 - 12:50	Lunch/Recess
12:50 - 1:55	Instruction
1:55	School Ends

Minimum Day Schedule (All Students)	
8:40	Warning Bell
8:45 - 9:55	Instruction
9:55 - 10:05	Morning Recess
10:05 - 12:10	Instruction
12:10	School Ends

Robert H. Down Staff				
Main Office - (831) 646-6540 Fax - (831) 648-8414				
Name	Email	Position	Location	Contact Number
Sean Keller	skeller@pgusd.org	Principal	Office	(831) 646-6540
			Google Voice	(831) 275-0083
Amy Riedel	ariedel@pgusd.org	Office Manager	Office	(831) 646-6540
Annie Deis	adeis@pgusd.org	Attendance Clerk	Office	(831) 646-6663
Cindy Waznis	cwaznis@pgusd.org	Health Clerk	Office	
TBD		Transitional Kindergarten	Pine Ave. TK Building	
Erica Chavez	echavez@pgusd.org	Kindergarten	A-2	
Christina Renteria	crenteria@@pgusd.org	Kindergarten	A-3	
Julie Kelly	jkelly@pgusd.org	Kindergarten	E-4	
Rachel McNickle	rmcnickle@pgusd.org	1 st Grade	E-3	
Michelle Evans	mevans@pgusd.org	1 st Grade	E-2	
Jacqueline Perkins	jperkins@pgusd.org	1 st Grade	E-1	
Page Gilmore	pgilmore@pgusd.org	2 nd Grade	11	
Denise Johnson	denise.johnson@pgusd.org	2 nd Grade	13	
Anna Darnell/ Janet Bingham	adarnell@pgusd.org/ jbingham@pgusd.org	2 nd Grade	15	
David Jones	djones@pgusd.org	3 rd Grade	5	
Stephanie Perlstein	sperlstein@pgusd.org	3 rd Grade	3	
Steven Ibrahim	sibrahim@pgusd.org	3 rd Grade	8	
Stefanie Pechan	spechan@pgusd.org	4 th Grade	7	
Angelee Brockmeyer	abrockmeyer@pgusd.org	4 th Grade	10	
Karen Levy	klevy@pgusd.org	4 th Grade	2	
Mary Hiserman	mhiserman@pgusd.org	5 th Grade	4	
Sydney Dacuyan	sdacuyan@pgusd.org	5 th Grade	9	
Anne Hober	ahober@pgusd.org	5 th Grade	C-2	
Patty Bloomer	pbloomer@pgusd.org	SDC Moderate/Severe	18	
TBD	@pgusd.org	Resource Specialist	17	
Jennifer Pritchard	jpritchard@pgusd.org	Speech Therapist	20	
Lauren Davis	ldavis@pgusd.org	Resource Specialist	16	
Chantelle Cafferata	ccafferata@pgusd.org	ELD	17	
Megan Roach	mroach@pgusd.org	Occupational Therapy	20	
Peggy Tobin	ptobin@pgusd.org	Physical Education	C-3	
Jared Masar	jmasar@pgusd.org	Choral Music	C-3	
Jonathan Valverde	jvalverde@pgusd.org	5 th Instrumental Music	C-3	
Liliana Nunez	lnunez@pgusd.org	Spanish	D-1	
Heather Zunguze	hzunguze@pgusd.org	Intervention	A-1	

Robert H. Down Support Staff				
Main Office - (831) 646-6540 Fax - (831) 648-8414				
Name	Email	Position	Location	Contact Number
Anne Scanlon	ascanlon@pgusd.org	Librarian	Library	
Dessie Zanger	dzanger@pgusd.org	Psychologist	Loft - 2	
Sonda Frudden	sfrudden@pgusd.org	Counselor	Loft - 3	
Manuel Villagomez	mvillagomez@pgusd.org	Computer Tech	C-1	
Rosa Diaz	rdiaz@pgusd.org	Food Service	Cafeteria	
Vanessa Phelps	vphelps@pgusd.org	Food Service	Cafeteria	
Darryl Smith	dsmith@pgusd.org	BASRP Director	D-1	(831) 646-6548
Jennifer Fuqua	jfuqua@pgusd.org	BASRP/Noon Duty	D-1	
Gladys Bocenegra	@pgusd.org	BASRP/SPED para.	D-1	
Ryan Rodewald	rrodewald@pgusd.org	BASRP afternoons	D-1	
Tammie Kirmil	tkirmil@pgusd.org	BASRP afternoons	D-1	
TBD	@pgusd.org	Garden Coordinator	Garden	(831) 646-6540
Eddie Overstreet	eoverstreet@pgusd.org	Head Otterstodian		
Andrew Terry	aterry@pgusd.org	Head Night Custodian		
Thomas DeBruin	@pgusd.org	Night Custodian		
RHD Instructional Aides and Paraprofessionals				
TBD	@pgusd.org	Transitional Kindergarten	Pine Ave.	(831) 646-6540
Sally Jones	sjones@pgusd.org	Kindergarten & 5th	A-3	
Jennifer Ross	jross@pgusd.org	Kindergarten	E-4	
Caroline Wade	cwade@pgusd.org	Kindergarten/Noon Duty	A-2	
Ginger Root	ginger.root@pgusd.org	2 nd /5 th	15,13,11	
Nargess Akhavi	nakhavi@pgusd.org	Intervention/1 st /4 th /Noon Duty	Various	
Leslie Horn	lhorn@pgusd.org	RSP/Noon Duty	Various	
Kristin Sells	ksells@pgusd.org	3 rd / Noon Duty	Various	
Audrey Kitayama	akitayama@pgusd.org	RSP	Various	
Alex Jenner	ajenner@pgusd.org	4 th & 5 th	Various	
April Gabriel	agabriel@pgusd.org	SDC	18	
Zinnia Sandoval	zsandoval@pgusd.org	SDC	18	
Tara Al Avoubi	talayoubi@pgusd.org	SDC	19	
Rachel Croft	rcroft@pgusd.org	SDC	18	
Roberto Dixon	rdixon@pgusd.org	Physical Ed/Noon duty	PE	
PGUSD District Office and Board of Education				
Dr. Ralph Gomez Porras	Superintendent rporras@pgusd.org	Carolyn Swanson	Board President cdawson@pgusd.org	
Josh Jorn	Assistant Superintendent jjorn@pgusd.org	Jennifer McNary	Board Clerk jmcnary@pgusd.org	
Billie Mankey	Human Resources Director bmankey@pgusd.org	Brian Swanson	Trustee bswanson@pgusd.org	
Buck Roggeman	Curriculum Director broggeman@pgusd.org	Laura Ottmar	Trustee lottmar@pgusd.org	
Louis Algaze	Technology Director lalgaze@pgusd.org	Elliot Hazen	Trustee ehazen@pgusd.org	
Matthew Binder	Digital Learning Director mbinder@pgusd.org	Jon Anderson	Maintenance/Transportation matt.kelly@pgusd.org	
Stephanie Lip	Nutrition Director slip@pgusd.org	Clare Davies	Student Services Director cdavies@pgusd.org	

Pacific Grove Unified School District - 2023-2024							
180 Day School Calendar					Date	Event	
	M	T	W	TH	F		
July 2023	24	25	26	27	28	8/3 New Hire Orientation	
	31	1	2	3	4	8/4 Professional Development Day (Non Student Day)	
Aug 2023	7	8	9	10	11	8/7 Welcome	
	14	15	16	17	18	8/8 Teacher Prep Day (Non Student Day)	
	21	22	23	24	25	8/9 First day of School	
	28	29	30	31	1		
Sept 2023	4	5	6	7	8	9/4 Labor Day Holiday	
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29		
Oct 2023	2	3	4	5	6	10/6 End of 1st Quarter (42 days)	
	9	10	11	12	13	10/7 Butterfly Parade	
	16	17	18	19	20	10/16-10/20 Fall Break	
	23	24	25	26	27		
	30	31	1	2	3		
Nov 2023	6	7	8	9	10	11/10 Veterans Day Holiday	
	13	14	15	16	17	11/22 Minimum Day for Students and Classified Staff	
	20	21	22	23	24	11/23-11/24 Thanksgiving Holiday	
	27	28	29	30	1		
Dec 2023	4	5	6	7	8	12/15 End of 2nd Quarter (42 days)	
	11	12	13	14	15	12/15 End of 1st Semester (84 days)	
	18	19	20	21	22	12/22 Minimum Day for Students and Classified Staff	
	25	26	27	28	29	12/25-1/5 Winter Break	
Jan 2024	1	2	3	4	5	12/25-1/5 Winter Break	
	8	9	10	11	12	1/8 Teacher Prep Day (Non Student Day)	
	15	16	17	18	19	1/15 Martin Luther King Holiday	
	22	23	24	25	26		
	29	30	31	1	2		
Feb 2024	5	6	7	8	9	2/12-2/14 Presidents' Holiday	
	12	13	14	15	16	2/12-2/16 Presidents' Break (Holiday's 12,13 & 14)	
	19	20	21	22	23	2/19 Professional Development Day (Non Student Day)	
	26	27	28	29	1		
March 2024	4	5	6	7	8		
	11	12	13	14	15	3/15 End of 3rd Quarter (47 days)	
	18	19	20	21	22		
	25	26	27	28	29		
April 2024	1	2	3	4	5	4/5 Minimum Day for Students and Classified Staff	
	8	9	10	11	12	4/8-4/12 Spring Break	
	15	16	17	18	19		
	22	23	24	25	26		
May 2024	29	30	1	2	3	5/27 Memorial Day	
	6	7	8	9	10	5/31 End of 4th Quarter (49 days)	
	13	14	15	16	17	5/31 End of 2nd Semester (96 days)	
	20	21	22	23	24	5/31 Last Day of School	
	27	28	29	30	31	5/31 Minimum Day for Students /180-190 Classified Staff	
	First Day/Last Day of School						Breaks
	Professional Development Day/Teacher Prep Day						Holiday (8 total)
	Welcome						Local Holiday (5 total)
	Minimum Day for Students and Classified Staff (4 total)						
185 Work Days - Current Teachers			186 Work Days - New Teachers			Instructional Days 180	
Leap year, this calendar has one extra day we need to omit to make it 180							

*A hundred years from now
it will not matter
what my bank account was,
the sort of house I lived in,
or the kind of car I drove.
But the world may be different,
because I was important
in the life of a
Robert H. Down Student!*

- *Forest E. Witcraft, Teacher & Scholar
(With an RHD twist!)*



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

SUBJECT: Pacific Grove Middle School Site Handbook

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Pacific Grove Middle School Site Handbook for the 2023-2024 school year.

BACKGROUND:

Handbooks are available on the PGUSD website to keep the school community informed and to make school information easily accessible.

INFORMATION:

Only minor changes were made for the 23-24 Handbook:

- Updated dates
- Clarified language
- Minor revisions to course descriptions
- Added description of new electives: Tech Essentials and Technology Engineering and Design
- Formatting and semantics updated to increase reader’s understanding of school policies and practices.

FISCAL IMPACT:

None.

PGMS

Student-Parent Handbook

2023-2024



A California Distinguished School

Pacific Grove Middle School

835 Forest Avenue

Pacific Grove, California 93950

(831) 646-6568

www.pgmiddle.pgusd.org

"We are Rising Like the Tide"



Pacific Grove Unified School District Mission Statement

Pacific Grove Unified School District, in partnership with the community, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will ensure opportunities for students to acquire and apply the knowledge and skills that develop insight and character necessary for a productive and rewarding life.

Pacific Grove Middle School Mission Statement

The mission of the Pacific Grove Middle School is to provide a quality educational experience that teaches our students the skills and abilities they need to transition into high school with self-esteem, a capacity for critical thinking, a sense of responsibility, global awareness, and respect for self and others. PGMS is dedicated to equity in education. We are committed to setting and achieving high standards of academics and behavior while recognizing and responding to the individual talents and learning styles of our students.

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Dear PGMS Families,

It is with great pleasure that I invite you to read and be familiar with our Student-Parent Handbook as we look forward to the beginning of the school year at PGMS. This handbook contains important information about: the school calendar, student activities, school policies, guidelines for positive behaviors, as well as opportunities for parent involvement. Please read this handbook carefully with your student. Our administration and staff follow our handbook guidelines, so it's important that our students and their families understand our rules and expectations.

Pacific Grove Middle School strives to create and maintain a culture of kindness among our students and staff members, Our facilities and grounds are well maintained, our classrooms are designed to promote a safe place for learning, and there is a positive and supportive tone among our students and staff members. Simply put, what makes PGMS a great school is the partnership between our students, staff and families!

As a school staff, we welcome the responsibility of educating your student while fostering a kind and safe learning environment. Our curriculum challenges our students, and is delivered by highly qualified teachers. Each instructor is fully and appropriately credentialed in their field and is highly involved in our professional development opportunities. Our advisory class, which utilizes Character Strong, Open Parachute, Smart Social and lessons on the Impact of our words support our goal of a caring and supportive school climate. This dedicated time on Mondays provides students opportunities to engage in exercises that nurture kindness and respect school wide.

PGMS students share in the responsibilities of a successful school life, Students are expected to attend school on time, complete their assignments and demonstrate kindness and respect to their peers and school staff alike. We view middle school as a training ground for high school, and making mistakes is to be expected. As a Growth Mindset school, we see these mistakes as an opportunity to learn, we expect students to learn from their mistakes and adhere to the rules and expectations of school.

Parents are another key to student success in school. With positive parental support, your student(s) will succeed in their academics, make positive social connections, and develop effective decision making skills. Supportive parenting reflects a caring and supportive attitude and provides the foundation that makes middle school an integral part of your students' growth. Our goal is to forge a strong partnership with our families, and look forward to working with you in the role of parent, volunteer, and/or committee member.

Working together as a learning community of staff, families and students is essential to ensure students are successful at Pacific Grove Middle School. I strongly encourage you to read this handbook with your student, to participate in parent groups, and to collaborate with your students' teachers. Together, we can support your student(s) in making the most of their middle school experience!

Sincerely yours,

Sean Roach
Principal of Pacific Grove Middle School

Pacific Grove Unified School District - 2023-2024						Date	Event
180 Day School Calendar							
	M	T	W	TH	F		
July 2023	24	25	26	27	28	8/3	New Hire Orientation
	31	1	2	3	4	8/4	Professional Development Day (Non Student Day)
Aug 2023	7	8	9	10	11	8/7	Welcome
	14	15	16	17	18	8/8	Teacher Prep Day (Non Student Day)
	21	22	23	24	25	8/9	First day of School
	28	29	30	31	1		17
Sept 2023	4	5	6	7	8	9/4	Labor Day Holiday
	11	12	13	14	15		
	18	19	20	21	22		20
	25	26	27	28	29		
Oct 2023	2	3	4	5	6	10/6	End of 1st Quarter (42 days)
	9	10	11	12	13	10/7	Butterfly Parade
	16	17	18	19	20	10/16-10/20	Fall Break
	23	24	25	26	27		17
	30	31	1	2	3		
Nov 2023	6	7	8	9	10	11/10	Veterans Day Holiday
	13	14	15	16	17	11/22	Minimum Day for Students and Classified Staff
	20	21	22	23	24	11/23-11/24	Thanksgiving Holiday
	27	28	29	30	1		19
Dec 2023	4	5	6	7	8	12/15	End of 2nd Quarter (42 days)
	11	12	13	14	15	12/15	End of 1st Semester (84 days)
	18	19	20	21	22	12/22	Minimum Day for Students and Classified Staff
	25	26	27	28	29	12/25-1/5	Winter Break
Jan 2024	1	2	3	4	5	12/25-1/5	Winter Break
	8	9	10	11	12	1/8	Teacher Prep Day (Non Student Day)
	15	16	17	18	19	1/15	Martin Luther King Holiday
	22	23	24	25	26		16
	29	30	31	1	2		
Feb 2024	5	6	7	8	9	2/12-2/14	Presidents' Holiday
	12	13	14	15	16	2/12-2/16	Presidents' Break (Holiday's 12,13 & 14)
	19	20	21	22	23	2/19	Professional Development Day (Non Student Day)
	26	27	28	29	1		15
March 2024	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22	3/15	End of 3rd Quarter (47 days)
	25	26	27	28	29		21
April 2024	1	2	3	4	5	4/5	Minimum Day for Students and Classified Staff
	8	9	10	11	12	4/8-4/12	Spring Break
	15	16	17	18	19		
	22	23	24	25	26		17
May 2024	29	30	1	2	3	5/27	Memorial Day
	6	7	8	9	10	5/31	End of 4th Quarter (49 days)
	13	14	15	16	17	5/31	End of 2nd Semester (96 days)
	20	21	22	23	24	5/31	Last Day of School
	27	28	29	30	31	5/31	Minimum Day for Students /180-190 Classified Staff
	First Day/Last Day of School						Breaks
	Professional Development Day/Teacher Prep Day						Holiday (8 total)
	Welcome						Local Holiday (5 total)
	Minimum Day for Students and Classified Staff (4 total)						
185 Work Days - Current Teachers			186 Work Days - New Teachers			Instructional Days 180	
Leap year, this calendar has one extra day we need to omit to make it 180							

Bell Schedule

Regular Schedule (T, W, F)

7:45- 8:30	Period 1
8:30	Opening Bell
8:34- 9:28	Homeroom/Period 2
9:32- 10:22	Period 3
10:22- 10:39	Break
10:43- 11:33	Period 4
11:37- 12:27	Period 5
12:27- 1:12	Lunch
1:16- 2:06	Period 6
2:10- 3:00	Period 7

Thursday Schedule

7:45- 8:30	Period 1
8:30	Opening Bell
8:34- 9:18	Homeroom/Period 2
9:22- 10:02	Period 3
10:02- 10:19	Break
10:23- 11:03	Period 4
11:07- 11:47	Period 5
11:51- 12:32	Lunch
12:36- 1:16	Period 6
1:20- 2:00	Period 7

Assembly Schedule

7:45- 8:30	Period 1
8:30	Opening Bell
8:34- 9:18	Homeroom/Period 2
9:22- 10:02	Period 3
10:02- 10:19	Break
10:23- 11:03	Period 4
11:07- 11:47	Period 5
11:47- 12:32	Lunch
12:36- 1:16	Period 6
1:20- 2:00	Period 7
2:00- 3:00	Assembly

Minimum Day Schedule

7:45- 8:30	Period 1
8:30	Opening Bell
8:35- 9:08	Homeroom/Period 2
9:12- 9:42	Period 3
9:46- 10:16	Period 4
10:16- 10:29	Break
10:33- 11:03	Period 5
11:07- 11:37	Period 6
11:41- 12:11	Period 7

Directory

Pacific Grove Unified School District

Board of Education

Carolyn Swanson.....	President
Jennifer McNary.....	Clerk
Elliot Hazen	Trustee
Brian Swanson.....	Trustee
Laure Ottmar.....	Trustee

School District Administration

Dr. Porras, Superintendent	646-6520
Joshua Jorn, Asst. Superintendent	646-6509

Pacific Grove Middle School

Office Staff	646-6568
Mr. Roach, Principal.....	X 5309
Mr. Tovani, Assistant Principal.....	X 5308
Mrs. Cadigan, Counselor.....	X 5304
Ms. Atofau, Office Manager.....	X 5300
Mrs. Cochran, Clerk.....	X 5305
Mrs. Gibson, Clerk.....	X 5306
Mrs. Kirmil, Health Clerk.....	X 5307
Ms. Kelley, Library Media Tech.....	X 5310
Fax.....	646-6652

Advisory Day Schedule

7:45 - 8:30	Period 1
8:30	Opening bell
8:34 - 9:12	Advisory
9:16 - 10:03	Homeroom/Period 2
10:07-10:50	Period 3
10:50-11:07	Break
11:11-11:54	Period 4
11:58-12:41	Period 5
12:41 -1:26	Lunch
1:30 - 2:13	Period 6
2:17 - 3:00	Period 7

Coming and Going: To and From PGMS

SCHOOL / OFFICE HOURS

PGMS and the office is open daily from 7:40 a.m. to 4:00 p.m. Students who have a 1st period class, which begins at 7:45 a.m., are allowed in the building at 7:40 am to go to their locker and go to class. Students may also enter the building at 8 a.m. to go to the library only. Students who do not have a 1st period class are not allowed in the building until the opening bell at 8:25 a.m.

PARKING & STUDENT DROP-OFF AND PICK UP AREA

We encourage you to drop off and pick up your students at the back of the school at the cul-de-sac areas on Fountain Avenue. Drivers should always pull as far forward as possible in order to make room for others. Please do not park in the staff parking lots or drop off / pick up your student in the staff parking lots. Parking is also available along Forest Avenue in front of the school. Please do not block the driveways. Thank you for your cooperation in this critical safety consideration.

STUDENT TRANSPORTATION – Bus, Bicycles, Skateboards, Scooters

Bus Passes: Students must have a bus pass to ride the school bus to and from school. Bus applications and bus route information is available online at [Pacific Grove Unified School District - Transportation \(pgusd.org\)](http://Pacific Grove Unified School District - Transportation (pgusd.org)). Bus passes will be issued from the PGUSD District Office and mailed home. The buses pick up PGMS students between 3:15 and 3:25 Mon, Tues, Wed, and Fri, and by 2:15 on Thurs. Cost considerations can be seen at the district's website, www.pgusd.org, under Facilities, and Transportation.

Bicycles: We encourage students to ride their bicycles to school in a safe manner. California law currently requires ALL children under the age of 18 to wear helmets while riding bikes, scooters or skateboards. Students must wear a helmet and can store the helmet inside of their personal locker during the school day. *Bicycles and skateboards must be walked at all times while on the PGMS campus.* Bicycles are to be stored and locked inside of the bike locker area before school. Students should bring their own lock and chain to keep their bicycle secure in the bike locker area. Students who need to get their bicycle from the bike locker during the school day must inform the office. The school assumes no responsibility for bicycles, helmets, backpacks, etc. left unlocked or unattended in the bicycle locker area.

Skateboards & Scooters: *Skateboards/Scooters may not be stood on or ridden anywhere on campus at any time.* California law currently requires children to wear helmets while riding bikes, scooters, skateboards. Skateboard lockers are available for safe storage of skateboards and scooters. The school assumes no responsibility for skateboards/scooters, helmets, etc. left unlocked. Skateboards/scooters may NOT be stored in student lockers.

VISITORS & VOLUNTEERS

Any person, including parent(s), who would like to visit a class, should make an appointment by calling 646-6568 at least one day prior to the visit. All visitors must use the front doors of the school, check in at the front office, and obtain a guest badge to be worn while on campus. Visitors are not allowed to go directly to classrooms or the outside eating areas. Parent(s) interested in regularly volunteering on campus inside the Library or during lunch, should contact the office, at 646-6568. For the safety of our students and volunteers, all volunteers are required to complete LiveScan fingerprinting at the District Office prior to volunteering. Please call Angela Lippert at 646-6553 to schedule a fingerprinting appointment.

PTSA: The PGMS Parent Teacher Student Association is a volunteer organization of parents, educators, and community members who work together to promote the education and well-being of the children and youth in the home, in the school, and in the community. Elections of officers are held in the spring. The PTSA and PGMS collaborate by providing school volunteers, parent education programs, student activities, and various vital programs. The PTSA welcomes into membership anyone who is interested in children and youth. Check the school website for meeting times.

PG Pride: PG PRIDE, Pacific Grove Public Response In Dollars for Education, is a district-wide organization committed to providing each student in our community with a quality education. This group of district and community volunteers holds regular fundraisers and allocates money to each school based on requests received. Please see the PG Pride website for further information.

School Site Council: This committee is formed under mandate of state law and is composed of four parents, four teachers, a classified employee, two students and the school principal. School Site Council meets once per month to develop a Single Plan for Student Achievement, oversee school programs and make recommendations to the Board of Education. Committee meeting dates will be posted in the office and in the school newsletter. The public is invited and encouraged to attend.

Attendance

ATTENDANCE

Absences: Whenever a student is absent, parents should call the school at 646-6568 ext. 5305 on the day of the absence, preferably before 9:00 a.m. If a call is not received before 9:00 am, an automated system will call the number on file and send an email notifying the parent that their child has been marked absent from class. **All absences must be cleared by a telephone call or a note from the parent or guardian within 72 hours of the absence.** If the parent does not contact the school within 72 hours, the absence will be recorded as **unexcused**. A 24-hour voicemail is available for attendance calls. It is the responsibility of the student to make up work after an excused absence.

Excused absence: Ed code 46010, 48205 recognizes only illness, doctor appointments, court appearances, observance of a religious holiday, family bereavement, and quarantine as *excused* absences.

Unexcused absence: All other absences, including family vacations, oversleeping, transportation issues, and personal reasons, are considered unexcused. Parents are strongly discouraged from scheduling non-medical appointments, business or vacation travel during times when school is in session, as these are considered unexcused. A tardy of more than 30 minutes is considered an unexcused absence.

Justifiable Absence Request: Justifiable absence request forms are available in the school office or on the school website, <https://pgmiddle.pgusd.org> under Parents, Forms. This form must be completed by the parent. The student must take it to each teacher to obtain signatures. The form must be returned to the Assistant Principal *at least two weeks prior to the absence*. The Assistant Principal will determine if the absence will qualify. Students are responsible for obtaining and turning in all missed work during any absence, regardless of the absence justification. Approval for **allowable credit** due to an unexcused absence may be granted for up to **ten days per school year**, except under unusual circumstances.

Tardiness: Students are expected to report to school on time every day. Any student arriving late to any class period is considered tardy unless a valid excuse of illness, doctor appointment, funeral, court appearance, or justifiable personal necessity is given. Students who are tardy at the beginning of the school day must report to the Attendance Office and obtain an **Admit Slip** before being admitted to class.

*See the Code of Conduct for consequences related to tardiness.

Any unexcused tardy that is more than 30 minutes is considered a truancy.

Early Dismissal: If your student will need to leave school for any reason, send them to school with a note for the Attendance Office. The student must remember to bring the note to the office. It is encouraged to call the office prior to picking up your student, so your student is waiting for you. Students must be picked up from the main office. Whenever possible, please schedule medical and dental appointments on Thursdays after 2:00 p.m. or during non-school hours.

Closed Campus: PGMS is a closed campus. If there is a need for a student to go home during the school day, a parent must inform the office and the parent/guardian must pick up the student from the office. The student must be released to the parent/guardian, or other adult, listed as the student's emergency contact. Even if the person is listed as an emergency contact, the parent/guardian must call the office to notify staff who will be picking up the student. Identification will be required. All PGUSD campuses are closed to other students during the school day.

Truancy: In accordance with Ed code 48260 (a) any student who accumulates three unexcused absences or three absences of 30 minutes or more or a combination thereof, in one school year, is considered **truant**, and the Monterey County Truancy Abatement Program process is initiated through the Monterey County District Attorney's office. Per PGUSD Board Policy [AR 5113], students with **excessive unexcused absences** (25% of the school days in a grading period) may receive a failing grade and may not receive credit for the class(es). Once 14 absences have accumulated for the school year, all subsequent absences are considered excessive. Any further absences for illness beyond the 14 must be verified by a physician. Any absence accompanied by a note from a physician or documentation from court will not count toward excessive absences. If a student is found to be truant, the following procedures will be followed:

First Truancy: Letter #1 sent to parents, lunch detention assigned for each period missed.

Second Truancy: Letter #2 sent to parents, parent and student attend meeting with Assistant Principal, lunch detentions assigned for each period missed.

Third Truancy and all subsequent truancies: Letter #3 sent to parents and a copy of the letter and student attendance record will be sent to the District Attorney's office, parent and student attend a meeting* with the Assistant Principal, with consequences determined in the meeting.

**Any scheduled truancy meeting missed by a parent will result in a copy of the letter and student attendance record being sent to the District Attorney's office.*

Student Wellness: If your student is ill, please do not send them to school. Monterey County Office of Education policy states that a student must be fever and vomit free for 24 hours before returning to school. This includes any student who has experienced a fever, vomiting, or diarrhea within the previous 24 hours. If a student becomes ill while at school, they should ask permission from the teacher to go to the office. Parents will be contacted if a student is unable to remain at school.

Confidential Medical Services: School authorities may excuse any student (grades 7-8) from school to obtain confidential medical services without the consent of the student's parent/guardian(s). (Education Code 46010.1)

Academics

ACADEMIC PROGRESS INFORMATION - Synergy

All PGMS students and their parents have online access to student progress information. Parents/students use a login and password to access electronic grade books in Synergy.

These grade books will show assignments and due dates. Teachers will update these grade books frequently so parents can also see the scores of completed assignments. Student and parent usernames and passwords are printed out and attached to the schedule the student receives at Registration Roundup. (For help creating or logging in to an account, contact the PGMS Office.) Once into the system, parents can look at assignments, grades, comments teachers may leave, and attendance in all classes. Parents can also email teachers, the counselor, or administration through this site. PGMS will provide more information and family resources for Synergy early in the year.

ADVISORY & CHARACTERSTRONG

In addition to academic classes, all PGMS students also attend an Advisory class. Advisory meets once each week (currently Mondays but subject to change) and provides time and place for all students to engage in CharacterStrong (www.characterstrong.com) curriculum intended to develop students' social-emotional awareness and character. The lessons are highly interactive, and focus on understanding and *practicing* CharacterStrong's "Eight Essentials," patience, kindness, humility, respect, selflessness, forgiveness, honesty, and commitment. Students do not receive grades for Advisory.

ASB LEADERSHIP

The Leadership class sponsors a number of events that promote school spirit and a positive culture and climate at PGMS. Leadership class plans school wide activities, including noon activities, dances, dress-up days, spirit weeks, and are responsible for the allocation of the ASB budget. Officers include President and Activities Commissioner from the 8th grade, Vice President from the 7th grade, and Secretary and Treasurer from either 7th or 8th grade. Leadership class occurs daily during the designated period of the day in the room of the adult adviser/instructor.

COMMUNICATION – HOME TO SCHOOL

Daily Bulletin: PGMS Website: - The daily bulletin is posted on our school website (pgmiddle.pgusd.org).

Students view a daily Video Bulletin in homeroom (Period 2) each day.

CatapultConnect: CatapultConnect is a communication tool designed specifically for schools to communicate with families. Parents will receive emails and/or text messages from the school or district through BrightArrow. These are important mass email notifications and should be read as soon as possible.

Synergy: Teachers communicate important information about student performance and grades through Synergy so that parents can remain informed about their child's progress. Parents should check Synergy regularly, and/or set up notifications to be sent to their smartphone or similar device. Parents can create their own login and password credentials for Synergy. To communicate a question regarding an assignment, please send an email instead of communicating through Synergy.

Google Classroom: All teachers use Google Classroom as a place to post assignments, documents, due dates, and updates on course-related topics. Parents can log in using their student's login and password credentials.

Email & Phone: Teachers and other school staff can be reached by phone or email. Please be patient with your communication with teachers. Teachers may need to wait until the end of the school day, or their next break without students, or after meetings to check your message and respond. *Email is the preferred method of communication.*

COMMUNITY SERVICE

PGMS values community service and the concept that students should volunteer their time to improve the quality of life in their community. As part of our curriculum and as per board policy, all students are required to complete a minimum of **16 hours** of community service to be eligible to be promoted to high school. Students may complete more hours if they choose to do so. Hours may be earned by volunteering for **non-profit organizations**. Helping out with a family/neighbor project, babysitting, volunteering for a private (for profit) business, etc. does NOT qualify as community service, as those are not non-profit organizations. All hours must be completed outside of the regular school day. Pre-approval of projects is highly recommended. Questions or concerns about community service can be addressed by the **Counselor at 646-6568 ext. 304**. The deadline to complete all community service hours for eighth graders is April 24, 2023.

COURSE OUTLINES

A course outline from each teacher will be sent home with students at the beginning of the school year. The outline will include information specific to the class regarding grading procedures, policies for late or incomplete work, extra credit information, homework guidelines, and any special materials needed for the class. In addition, all PGMS teachers and departments use Synergy and/or Google Classroom to inform students and parents about assignments and grades.

COURSE REQUIREMENTS FOR GRADE LEVEL PROMOTION/RETENTION

Each student must take a minimum of six courses per semester unless assigned to a reduced day by the principal. Students may also sign up for some first period or eighth period classes that are offered. Each course completed (grade D-, 60% or better) will earn four units. A pass/fail grade will be given for all sixth grade elective-cycle classes and all assistant positions (teacher/library/office).

For promotion to the next grade level, all students must earn a minimum of 44/48 units during each year of attendance in middle school. In addition, all eighth grade students must perform 16 hours of community service in order to be promoted to high school.

Any student who fails **more than one semester class, either Semester 1 or Semester 2 (less than 44 units for the entire year)**, will not be promoted to the next grade level without attending summer school (if offered by PGUSD) or completing an accredited and approved online program over the summer. Traditionally, summer school begins the week after Semester 2 ends and lasts for 4 weeks, however this may change year to year.

Students not meeting grade level standards will be considered for retention. This decision will be made by the Principal and counselor in May. **Eighth grade students who fail more than one class during the eighth**

grade year will not be permitted to participate in the promotion ceremony, promotion dance, or eighth grade end-of-year trip to Santa Cruz Beach Boardwalk or Great America. Seventh grade students who fail more than one class during the seventh grade year will not be permitted to attend the promotion dance.

If your child has missed a great deal of school during any given quarter, “incompletes” may be given in the place of letter grades on the report card. Your child has ten (10) school days after the last day of the previous quarter in which to complete or make up missing work or assignments in order to receive a letter grade. If the “incomplete” is not rectified, a failing grade (F) will be assigned. Please contact the teacher assigning the “incomplete” mark to obtain a list of incomplete or make- up assignments, alternative test days, etc. **Per Board policy, there will be no grade changes after 10 days of school following the last day of the quarter.** Grades of “incomplete” are not available for the second semester. Please contact the school counselor if you have any questions.

	<u>6th Grade</u>		<u>7th Grade</u>		<u>8th Grade</u>	
	<i>Semester</i>		<i>Semester</i>		<i>Semester</i>	
	<i>Courses</i>	<i>Units</i>	<i>Courses</i>	<i>Units</i>	<i>Courses</i>	<i>Units</i>
English	2	8	2	8	2	8
History	2	8	2	8	2	8
Math	2	8	2	8	2	8
P.E.	2	8	2	8	2	8
Science	2	8	2	8	2	8
6 th Cycles	*	8	-	-	-	-
Electives	-	-	2	<u>8</u>	2	<u>8</u>
TOTAL	<u>48</u>		<u>48</u>		<u>48</u>	

Every effort has been made to provide your child with the best possible schedule of classes. If there is an issue or conflict within a student schedule, please contact the teacher directly. If the issue/conflict cannot be resolved, please contact the school counselor for assistance.

GRADING, REPORT CARDS & PROGRESS REPORTS

A, B, C, D and F grades are issued for each class each marking period. Academic grades are used when determining eligibility for student council, sports, extracurricular activities and overnight field trips. (See page 40 for more information on eligibility) Midway through each semester we issue quarterly **report cards** via email. Quarter 1 and Quarter 3 grades are similar to progress reports, as they show a student's achievement at that point in the semester. Semester report cards are mailed home the week after the end of the Semester (Early January). At least six weeks prior to the end of a semester, Progress Reports are sent via email to any student in danger of receiving a grade of D or F. **Parents can access current grades at any time by checking Synergy.** Questions about grades on assignments or tests should be emailed to teachers.

HOMEWORK POLICY

Responsible completion of homework is an extremely important trait as your student progresses through middle school and prepares for high school. In addition to class instruction, each student will be expected to complete some schoolwork at home to achieve mastery. Some assignments are long range in nature and require planned study time for completion. It's important for students to begin working on long range assignments as soon as they are assigned, rather than waiting until the night before they are due. Major assignments, tests, and projects within each grade level are plotted on a grade level calendar to avoid common due dates. PGMS will not assign homework on weekends/breaks unless there are extenuating circumstances (if a student missed school time due to an excused absence).

Middle school homework for **core** subjects should average:

- 60 minutes per night four nights per week in 6th grade (240 minutes per week)
- 70 minutes per night four nights per week in 7th grade (280 minutes per week)
- 80 minutes per night four nights per week in 8th grade (320 minutes per week)

These times may vary slightly, and some subjects (such as advanced math) may require more time while others may require less. Parents are advised to establish a set routine at home so that students recognize the importance of homework and accomplishing the tasks assigned to them. Students are often provided time in class to begin their homework with the teacher present. Additional time is available for students to complete their homework after school three days a week in the Library, from 3:10-4:00. Additional homework support is available for free to all PGUSD students 24 hours a day, 7 days a week through <https://paper.co/>. Teachers will outline their individual homework practices and policies for make-up work in their course syllabus.

HOMEWORK INFORMATION AND MAKE-UP WORK

While a student is home ill or away from school for any reason, the student should keep current on the day's assignments by having a student buddy in each class and checking their Agenda/Planner, Google Classroom, and Synergy. Students who are absent due to illness will be given a reasonable amount of time (one extra day per day absent) to make up missed assignments. Suspended students are also required to make up missed homework.

PARENT - TEACHER CONFERENCES

Parent-Teacher Conferences are held twice each year, once in late October, and again in March. Students who receive low marks on their report card will have priority in parent-teacher conference appointments. Parents of students at risk of failing second semester classes will be given a notice to attend an additional conference in the spring. Parents are encouraged to keep in touch with teachers as needed over the entire school year.

PHYSICAL EDUCATION

All students are expected to dress out for and participate in PE every day. Students must be in the locker rooms when the tardy bell rings. Additionally, all students are expected to remain in the presence of the teachers or supervisors after dressing.

PE Requirements: Beginning the third day of school, each student must have proper PE/athletic attire and footwear that allows for safe and functional movement.

Uniform/Dressing Out- Our expectation is that students dress out fully every day for credit. No partial credit will be given for single items of clothing. Students will adhere to all the following to receive credit.

Athletic Footwear- Shoes should have **flat** athletic soles and cover the entire foot with adequate tension for proper support to prevent injury. Without this basic equipment, students may not participate and therefore earn no points. A suggestion is designating an appropriate pair of shoes to be left in the PE locker.

Shirt- PGMS T-shirt with LAST NAME + FIRST INITIAL is preferred. Also acceptable is a plain royal blue or gray shirt.

Bottom- PGMS printed sweats or shorts are preferred. Also acceptable are plain colored leggings, shorts, or sweat pants which may be worn in the colors of royal blue, gray, or black with LAST NAME + FIRST INITIAL printed on the item. If it is not possible to write on the outside, the tag or waistband will suffice.

Layers- Only jackets or sweaters may be worn over the P.E. uniform. No other school layers are allowed under or over the P.E. uniform. Know that our weather changes dramatically throughout the day, so a variety of clothing items is recommended.

Hats: Hats can be worn outside during PE only. Hoods are not allowed to be worn during PE at any time. A hood in class will earn a student a conduct check, repeated offenses may earn a student a lower conduct grade or further disciplinary action.

Students who do not dress appropriately for PE will receive a lower grade and/or disciplinary consequences. Remember to secure your clothing in your PE locker to prevent theft.

PE Behavior: Student behavior in PE is expected to be the same as in any other class. Pushing, grabbing, teasing, poking, tripping, and use of inappropriate language will not be tolerated. These behaviors will lead to referrals and disciplinary consequences. Gum is not allowed in PE nor on campus.

Excuses from PE participation: If there is any change in your student's health which may affect their ability to take PE, or if they are placed on regular medication (ed. Code 12020), it is the parent's responsibility to notify the school. Make-ups for excused absences and medical excuses will be determined by the teacher.

- **Parents' notes** are good for **one to three days**, depending on the issue. The note must state the number of days excused, or the instructor will assume it is only for one day. The note should also be specific about what activities the student is prohibited to perform. A note must be presented the day the student is to be excused from PE activities. Students who are excused from PE activities for medical reasons are still expected to be on time to roll call and to be dressed out.
- **A medical doctor's note** is required for excuses lasting **longer than three days**. The note should include all the above information. The doctor should also recommend the type of activity, if any, that the student can perform while excused from PE and the length of time for that recommendation. Students who are excused from PE activities for medical reasons are still expected to be on time for roll call and to be dressed out, unless otherwise determined by the teacher, counselor, or administrator.

Fitness Testing- Students will participate in the California Fitness Test at the end of their 7th grade year. Official testing begins in March-April for all 7th graders. Grade levels 6-8 will regularly practice the five different fitness assessments to help them meet the Healthy Fitness Zones for their age and gender.

STUDENT SUPPLIES

Each student is asked to have a **3-ring binder with subject dividers, ruled/lined paper, writing utensils and an assignment planner**. One planner will be supplied FREE to each student at the beginning of the school year. If this is lost or damaged, a replacement planner can be purchased in the front office for \$8.00 (cash or check). Each student is given a handbook entitled "*Common Core Writing for English Language Arts and Across Content Areas*" at the start of their 6th grade year. Students are to keep this handbook for their 6th, 7th and 8th grade years at PGMS. If a handbook is lost or damaged, a replacement handbook can be purchased for \$10.00 in the Library.

Course Offerings 2023-2024

Sixth Grade Classes

English 6 CORE

Students will be engaged in learning many aspects of Language Arts, including listening and speaking. They will read both fiction and nonfiction, and focus on comprehension, analysis, and vocabulary. In the area of writing, they will focus on narratives, inform/explain and argumentative essays, revision, and writing conventions. *Text: Study Sync (Online Text)*

History 6 CORE

Students will study the growth and development of Ancient Man, the ancient civilizations of Mesopotamia, Egypt, India, China, Greece, and Rome. The geography of these ancient civilizations will be a focus. During this process, students will increase their skills in chronological and spatial thinking, research and providing evidence, and historical interpretation. *Text: History Alive! The Ancient World (Online Text)*

Math 6

Math 6 is designed to develop the necessary skills outlined in the California Common Core Standards which include: connecting ratio and rate to whole number multiplication and division; using concepts of ratio and rate to solve problems; understanding division of fractions; extending the notion of numbers to the system of rational numbers, which includes negative numbers; writing, interpreting, and using expressions and equations; and developing understanding of statistical thinking. *Text: Desmos Math 6 (Online Text)*

Accelerated Math 6

Accelerated Math 6 is the first year of a two year accelerated plan to ensure students are ready for Integrated Math I in eighth grade. The course encompasses the middle school California Common Core Standards which include: connecting ratio and rate to whole number multiplication and division; using concepts of ratio and rate to solve problems; understanding division of fractions; extending the notion of numbers to the system of rational numbers, which includes negative numbers; writing, interpreting, and using expressions and equations; and developing understanding of statistical thinking. *Text: Desmos Math 6 and Desmos Math 7 (Online Text)*

Math Support 6

This course is to be taken in conjunction with Math 6 by students who need intensive and strategic assistance in developing skills necessary for Math 6. Students will be provided personalized academic support to address specific areas of challenge regarding the California Common Core Standards.

Enrollment in this class is based on current formative and summative assessments along with teacher recommendations, and parent requests. The purpose of the class is to develop competence and confidence while working through the students' grade level math curriculum. Grade level Math curriculum and necessary prerequisite skills are presented and reviewed. Current math achievement is assessed and any gaps in prerequisite skills are addressed and remediated. The course provides an opportunity to review, practice and master the skills needed to access and achieve success in the general education Math curriculum.

Integrated Science 6

6th grade Science is a course which includes an emphasis on providing background knowledge to support critical thinking. Students will learn about the scientific method, experimental design, and measurement. Students will study Science as an integrated discipline, learning about the diversity of life, cells, human body systems, heat transfer, weather and climate. The format of the class leans heavily on activities, demonstrations, and experiments.

PE Grade 6

Physical Education programs at PGMS consist of a wide variety of activities designed to develop proper basic motor skills, physical fitness, and fundamental movement patterns. Coinciding with the school philosophy, there is an emphasis on sportsmanship and cooperation. Students will learn individual skills and knowledge to promote lifelong physical fitness. Students are provided with an introductory exposure to a wide variety of activities, including individual and team sports.

Sixth Grade Elective Wheel

Sixth grade students who do not take music or a support class will be placed into the elective wheel. The wheel consists of the following four classes, and students will rotate to a new elective each quarter:

Art 6

This quarter-long course is an introductory art class examining many basic elements of art including line, shape, value, color, texture, form, and space. Students explore these elements through different media such as pencil, paper, pastels, markers, papier-mâché, ceramics, and paint. This creative, hands-on class is a great precursor to the semester-long elective class offered in grades 7 and 8.

Home Economics 6

This quarter-long course is an introduction into Basic Life Skills. Students evaluate their own skill- set through a Multiple Intelligence survey, develop better communication skills and learn to work in groups cooperatively. Students will begin to explore the role of food in maintaining good health, and work with the MyPlate framework as it relates to a balanced diet and healthy portions. Packaging, design, basic ingredients, flavors and kitchen skills will be studied through a weekly tea activity. Students will learn sewing safety and the basics of hand sewing during a hands sewing project. This class is a great precursor to the semester-long elective Home Economics class offered in grades 7 and 8.

STEM 6

The STEM explorative will explore the aspects of Science, Technology, Engineering, and the use of Mathematics with hands-on and computer-based activities. Sub-topics may include, but are not limited to, electrical circuits, simple motors, mechanical advantage of simple machines, environmental concerns in our world and critical thinking and engineering in the 21st century.

Tech Essentials (TE)

This course offers 6th-grade students an opportunity to learn important and transferable technology skills while engaging in hands-on projects covering topics such as robotics, computer programming, digital design, and engineering. Students will learn to better use essential technology tools and platforms to enhance their digital literacy and critical thinking skills.

Seventh Grade Classes**English 7**

Seventh Grade English is designed to increase students' fluency with reading, writing, speaking, and listening. Students will read fiction and nonfiction, with *The Outsiders* as a core novel. They will use their increased fluency with reading to produce writing, in the form of narrative, informative, and argumentative texts. They will use technology to conduct research, produce writing, revise, edit, and evaluate their texts. Students will also increase their familiarity and expertise in oral language, conventions of English, and figurative language.

History 7

Seventh Grade World History is a comprehensive course that covers both World History and Geography during the medieval and early modern time periods. It begins with the Roman Empire in 300 CE and traces the major world civilizations and religious powers through the Age of Enlightenment ending in 1789. The medieval and early modern periods provide students with opportunities to ask questions, investigate various historical concepts, and draw conclusions from evidence while studying the rise and fall of empires, the diffusion of religions and languages, and significant movements of people, ideas, and products. During these periods, the regions of the world became more and more interconnected. Students will learn that although societies were quite distinct from each other, there were more exchanges of people, products, and ideas in each century. *Text: History Alive! The Medieval World and Beyond*

Math 7

Seventh Grade Math is designed to develop the necessary skills outlined in the California Common Core Standards which include: developing understanding of and applying proportional relationships, developing understanding of operations with rational numbers and working with expressions and linear equations; solving problems involving scale drawings and informal geometric constructions, two and three-dimensional shapes to solve problems involving area, surface area and volume and drawing inferences about populations based on samples. *Text: Desmos Math 7 (Online Text)*

Accelerated Math 7

Prerequisite: Accelerated Math 6 or 6th grade math students will be placed based on testing and teacher recommendation.

Accelerated Math 7 is the second year of a two year accelerated plan to ensure students are ready for Algebra I in eighth grade. The course encompasses the middle school California Common Core Standards which include: developing understanding of and applying proportional relationships, developing understanding of operations with rational numbers and working with expressions and linear equations; formulating and reasoning about expressions and equations including modeling an association in bivariate data with a linear equation; solving linear equations and systems of linear equations; grasping the concept of a function and using functions to describe quantitative relationships; solving problems involving scale drawings and informal geometric constructions, two and three dimensional shapes to solve problems involving area, surface area, volume, distance, angle, similarity, and congruence; understanding and applying the Pythagorean Theorem; and drawing inferences about populations based on samples. *Text: Desmos Math 7 and Desmos Math 8 (Online Text)*

Math Support 7

This course is to be taken in conjunction with Math 7 by students who need intensive and strategic assistance in developing skills necessary for Math 7. Students will be provided personalized academic support to address specific areas of challenge regarding the California Common Core Standards. The enrollment for this class is based on NWEA MAP test scores, teacher recommendation, and parent request. The purpose of the class is to develop competence and confidence while working through the students' grade level math curriculum. Grade level Math curriculum and necessary prerequisite skills are presented and reviewed. Current math achievement is assessed and any gaps in prerequisite skills are addressed and remediated. The course provides an opportunity to review, practice and master the skills needed to access and achieve success in the general education Math curriculum.

Integrated Science 7

Seventh grade Science introduces students to many of the scientific ideas, concepts, and principles related to life, physical and earth science on earth. Students will learn science through active participation in demonstrations, collaborative learning activities, multimedia presentations, research, inquiry, and experimentation with an emphasis on developing critical thinking skills and a greater depth of knowledge of science. Topics include ecosystems, chemistry, geology, and environmental issues.

PE Grade 7

Physical Education programs at PGMS consist of a wide variety of activities designed to develop proper basic motor skills, physical fitness, and fundamental movement patterns. Coinciding with the school philosophy there is an emphasis on sportsmanship and cooperation including respect for one another. Students will learn individual skills and knowledge to promote lifelong physical fitness. Students are provided with an introductory exposure to a wide variety of activities, including individual and team sports. Seventh graders will participate in the California State Physical Fitness Testing.

PE Period 1

This PE class is offered for 8th graders taking support classes or music classes to allow room in their schedule for an additional elective. If there is space, 7th graders may be added.

Eighth Grade Classes**English 8**

Eighth Grade English is designed to improve students' abilities to communicate in the English language. Students will learn to listen, speak, read, and write more effectively; and to expand and enrich their experiences and tastes in reading literature, fiction and nonfiction. Units from the StudySync online textbook help students develop Common Core ELA skills. *NOVELS: The Pearl*, excerpts from other works by John Steinbeck; *The Diary of Anne Frank*, *In My Hands* by Irene Gut Opdyke (a Holocaust rescuer), *Night* by Elie Weisel, and other Holocaust readings.

History 8

Eighth Grade US History covers such topics as the discovery of the New World and European colonies, the War of Independence and Revolutionary War, the US Constitution, the Westward Movement, the Civil War, Reconstruction, Industrialization, the Progressive Era and the Spanish-American War. Throughout the course students will examine the effects of geography on all historical events. Throughout the year, students will develop skills in historical analysis, multiple perspectives, research, note-taking, cooperative learning and presentation. Additionally, students will participate in a variety of classroom activities such as Socratic discussions and simulations. *TEXT: History Alive! The United States Through Industrialism*

Math 8

Eighth grade Math is designed to develop the necessary skills outlined in the California Common Core Standards which include: formulating and reasoning about expressions and equations including modeling an association in bivariate data with a linear equation; solving linear equations and systems of linear equations; grasping the concept of a function and using functions to describe quantitative relationships; analyzing two and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem. *Text: Desmos Math 8 (Online Text)*

Integrated Math I

Prerequisite: Accelerated Math 7 or the equivalent.

Integrated Math I is the first course in the High School Common Core Math series. Instructional time will focus on exploring, discussing and examining the following concepts: systems of equations and inequalities, arithmetic and geometric sequences, linear and exponential function, features of functions, congruence, constructions, and proofs, connecting algebra and geometry, and modeling data. *Text: Big Ideas Integrated Mathematics 1*

Math Support 8

This course is to be taken in conjunction with Math 8 by students who need intensive and strategic assistance in developing skills necessary for Math 8. Students will be provided personalized academic support to address specific areas of challenge regarding the California Common Core Standards. The enrollment for this class is based on MAP test scores, Scholastic Math Inventory test scores, and teacher recommendation, and parent request. The purpose of the class is to develop competence and confidence while working through the students' grade level math curriculum. In the course, grade level Math curriculum and necessary prerequisite skills are presented and reviewed. Current math achievement is assessed and any gaps in prerequisite skills are addressed and remediated. The course provides an opportunity to review, practice and master the skills needed to access and achieve success in the general education Math curriculum.

Integrated Science 8

Eighth grade Science will focus on developing skills for students to analyze and interpret data from their own experiments as well as create evidence supported solutions that can enhance their proposed model. This science course content will include numerous hand-on activities, discussion and experimentation, as well as the development of creating evidence based claims. Possible topics of study include, genetic engineering, evolution of species, Earth's place in the Universe and Newtonian physics and motion.

PE Grade 8

Physical Education programs at PGMS consist of a wide variety of activities designed to develop proper basic motor skills, physical fitness, and fundamental movement patterns. Coinciding with the school philosophy there is an emphasis on sportsmanship and cooperation including respect for one another. Students will learn individual skills and knowledge to promote lifelong physical fitness. Students are provided with an introductory exposure to a wide variety of activities, including individual and team sports.

PE Period 1

This PE class is offered for 8th graders taking support classes to allow room in their schedules for an additional elective. Music students are also considered if space is available.

Special Education Classes

Ramp Up English Offered for all grade levels.

Prerequisite: Scholastic Reading Inventory test scores and teacher recommendation

Reading and Phonics programs such as System 44, Read 180, SRA, *Lexia* are designed for the most challenged readers in Grades 6-8. Targeted reading instruction with the use of these programs is proven to help students master the foundational reading skills required for success in school through explicit instruction in comprehension and writing and a personalized learning progression driven by technology.

Read 180 is an intensive reading intervention program used to accelerate the reading levels and test scores of struggling readers in Grades 6-8. Read 180 provides individualized instruction through teacher-directed lessons, adaptive software, age-appropriate nonfiction and fiction texts, and data-driven differentiation. Read 180 accelerates learning and enables struggling readers to experience success in middle school settings. System 44 is a reading program for the most challenged readers, and focuses on foundational reading skills, such as phonics, spelling, and comprehension.

Transitional English

Transitional English is designed to bridge the gap between Ramp Up English and general education English. It can be taken either concurrently with general education English or by itself. In the course, grade level English curriculum and necessary prerequisite skills are presented and reviewed. The course utilizes Excellence in Writing curriculum and Scholastic, in addition to other supplemental materials, such as Newsela and core novels. The course provides an opportunity to review, practice and master the skills needed to access and achieve success in the general education English curriculum.

ELA 6-8

ELA 6-8 is a specialized reading class designed to teach students who demonstrate lagging skills in decoding and fluency. It will use best practices such as systematic word recognition instruction through phonogram pattern study, using multisensory strategies and encoding skills through explicit instruction in spelling rules and patterns. Skills taught include: Phonemic Awareness, Sound/Symbol Correspondence and Sound Discrimination, Decoding Strategies – closed/open syllables, vowel-consonant-e syllables, vowel patterns, Writing Fluency (writing from dictation), and Spelling and Dictation.

Math 180 A

All grade levels. Must have an IEP to qualify. Students will be provided with personalized academic support to address specific areas of challenge regarding the California Common Core Standards primarily using the Math 180 Program. Math 180A focuses on Addition, Subtraction, Multiplication and Division.

Math 180 B

All grade levels. Must have an IEP to qualify. Students will be provided with personalized academic support to address specific areas of challenge regarding the California Common Core Standards primarily using the Math 180 Program. Math 180B focuses on Addition, Subtraction, Multiplication and Division of Fractions, Decimals and Integers.

Social Skills

Offered to all grades

Prerequisite: Teacher Recommendation

The objective of Social Skills class is to develop social language skills, build student confidence as communicators, reduce social anxiety, and teach social skills. The class will also teach strategies for self-regulation and expand students' emotional vocabulary, with the goal of raising his/her self-awareness. Conversation skills and social problem-solving will be addressed through video lessons and role-playing.

Learning Center/Resource Program Grades 6-8

Prerequisite: Special Education Recommendations.

Students who have an Individualized Education Plan (IEP) can be enrolled in Learning Center grades 6 through 8. The class will take the place of one elective course each semester. Learning Center is designed to teach identified students study skills and organizational strategies necessary to support them in their academic classes. This class provides students with additional academic support to ensure they understand the concepts taught in their mainstream classes (Math, English, Science and History). Learning Center also teaches students to become self-advocates and independent learners.

Read 180 - Grades 6-8

This course is to be taken in conjunction with ELA by students who need intensive and strategic assistance in developing skills necessary for Grade level ELA. Students will be provided with personalized academic support to address specific areas of challenge regarding the California Common Core Standards. Instructional time will focus on students' target deficit areas, such as parts of speech, essay writing, vocabulary, reading comprehension, and study skills. The enrollment for this class is based on Scholastic Reading Inventory test scores and teacher recommendation.

7th & 8th Grade Electives

Art

Prerequisite: None. Although not a requirement, this semester-long class builds on the skills learned in the 6th grade cycle class. Offered for 7/8 graders only.

Art is designed to increase the student's creative abilities, technical skills, and awareness of art while aligning to the California State Standards for Visual Arts. This course introduces students to the basic elements and principles of art through various activities such as painting with acrylic, watercolor, and ceramic glaze, exploring pattern and color theory with markers, colored pencils, and pastels. Students will create three-dimensional objects using some of the following materials: clay, cloth, paper, papier-mâché, and found objects. In addition, students will develop an understanding of art throughout history and across cultures.

AVID (Advancement Via Individual Determination) Grade 7 & Grade 8

Prerequisite: Minimum GPA 2.0; Application and Interview required.

AVID is a year-long course designed to prepare students for entrance into four year colleges/universities. The emphasis will be on preparation for rigorous High School academic classes, study skills, test taking, note taking, collaboration, and academic writing. Students will work two times per week with peers in collaborative tutorials, one day of motivational activities, as well as learning WICOR skills (Writing, Inquiry, Collaboration, Organization, and Reading).

Computer Video Bulletin

Prerequisite: None. 7/8 grade only.

This semester-long class teaches students how to produce a daily video bulletin using clipchamp.com and powtoons.com. Students will be instructed in filming and editing original videos, as well as how to create informational slides with effects. In addition, students will learn about laws and vocabulary pertaining to video production, and cyber citizenship. A team based class that keeps the school informed and entertained each morning. Students will also participate in self led google skills and coding skills courses to continue their computer literacy skills.

ELD

All grade levels. English Language Development (ELD) is a course designed for English Learners in sixth through eighth grade who have yet to be designated as proficient in English. This course is a combination of ELD levels I-V, and offers an integrated reading, writing, listening and speaking curriculum. The adopted curriculum will focus on the academic discourse and writing skills necessary for success in the students' core classes. Classroom activities include frequent opportunities for active speaking and listening with focused instruction of the essential vocabulary to perform in those skill areas. Students ask and answer questions, make interpretations, perform analysis, complete the different types of writing, develop vocabulary and engage in reflections about their readings. Students are guided and encouraged to become "real" readers, writers, speakers, and listeners of English.

Foods

Prerequisite: One semester of Home Economics. 8th graders only.

This year-long course offers the opportunity to continue advanced cooking skills through a variety of second level cooking experiences. Students will begin the year by cooking items to sell and advertise the items to build a restaurant startup fund. They will create balanced menus, research recipes; adjust yields, manage their time, prepare complex dishes, serve the food in our cafe and clean up. Students will also learn to manage earned money. Students will prepare a lesson to be taught to peers which includes a demonstration of a specific cooking technique. Regional and ethnic styles of food preparation will be explored.

Home Economics

Prerequisite: None. 7/8 graders only.

This semester-long course is designed to help prepare students for their futures, by teaching basic life skills utilizing hands-on projects to explore many areas of consumer and homemaking education. Units of study will include the skills needed to select and prepare foods, making nutritious food choices, managing money through budgeting, and using a variety of investing and accounts. Students will participate in a sewing unit including hand and machine sewing and will construct a simple sewing project. Students will participate in stress reduction techniques using a variety of breath work, quotes and sound. A special emphasis is placed on forming good communication skills, problem solving abilities, and creating a balanced life.

Leadership

Prerequisite: None. Open to 7th & 8th graders with priority for 8th graders. Teacher, counselor or administrator approval; minimum GPA of 3.0 or above.

This year-long class is designed to create a community of student leaders who organize, craft, and lead student activities at PGMS, as well as govern and represent the student body. Students create enjoyable activities that enhance the environment on campus and contribute to student growth. Students must maintain adequate grades in all their classes and demonstrate exceptional behavior commensurate with being a leader. Students will develop skills in communication, problem-solving, and teamwork. Students are required to attend one Leadership-type meeting a semester, i.e. PTSA, school board, school site council, city council, etc.

Technology Engineering and Design (TED)

This course serves as an extension of the Tech Essentials (TE) class that students typically take in 6th grade. TED takes a deeper dive into engineering, robotics, 3D Modeling, and digital design concepts. Students will gain practice in computational thinking as they *ask, research, imagine, plan, create, test, and improve* while collaborating with their peers on a range of technology-mediated design projects and activities. Both virtual and hands-on learning experiences reinforce students' understanding of technology's role in society.

Music

Chorus

Prerequisite: None. 6-8 grades. Chorus is for students who are interested in vocal music performance. It is an outlet for the student who enjoys singing for their own pleasure. In this class you will learn about the following musical skills for ensemble singing: proper breathing, pleasant vocal production, blend and balance, expansion of range, good intonation, ear training, and sight-reading. The chorus will perform various styles of choral literature from classical to pop. Participation in various performance opportunities is a requirement of the class.

String Orchestra

Prerequisite: None. Grade 6-8.

String Orchestra is a year-long course that introduces students to new music and concentrates on improving the student's performance skills on the violin, viola, cello and bass. These skills include basic rhythms, melody, bowing, theory, and performance styles. Music skills will be taught by use of textbooks, workbooks, handouts, demonstrations, music technology, and from musical selections taken from classical to popular styles

Chamber Orchestra

Prerequisite: 1 year of String Orchestra or audition. 7/8 grade. Chamber Orchestra is a year-long course that introduces the students to new music and concentrates on improving performance skills on the violin, viola, cello or bass. These skills include advanced rhythm, melody, bowing, theory, and performance styles. Music skills will be taught by use of instruments, textbooks, workbooks, handouts, demonstrations, music technology, and musical selections.

Concert Band

Prerequisite: None. Grades 6-8

Concert Band introduces students to new music and concentrates on improving the student's performance skills by learning a new wind, brass, or percussion instrument. These skills include rhythm, melody, theory, and performance styles. Music skills will be taught by use of textbooks, workbooks, handouts, demonstrations, music technology, and from musical selections taken from classical to popular styles.

Symphonic Band

Prerequisite: 1 year of Concert Band or audition. 7/8 graders. Symphonic Band is a year-long course that introduces students to new and larger works of music and concentrates on improving performance skills on wind, brass or percussion instruments. These skills include advanced rhythm, melody, theory, and performance styles. Music skills will be taught by use of instruments, textbooks, workbooks, handouts, demonstrations, music technology, and musicals.

Jazz Band/Jazz Class

Class Time: Period 8 Wednesday & Friday 3:00-4:15 p.m.

Prerequisite:

- *Enrolled in any of the day bands, chorus, or orchestras*
- *Jazz Band - by audition &/or instrumentation*

Grade Level: 6-8.

Jazz Band introduces the music student to new music and concentrates on improving the students' performance skills on their own instrument. These skills include advanced rhythms, melody, theory, improvisation, and performance skills in jazz, rock and other styles. Music skills will be taught by use of instruments, textbooks, worksheets, hand-outs, demonstrations, music technology, and from musical selections taken from varied styles of music.

*Parents please arrange after school appointments and athletics so that they do not conflict with these rehearsals. Grades are based on attendance as well as musicianship. Students missing rehearsals will need to make up time.

Textbook: Jazz Ensemble Method-Kjos

Scales, Chord, & Rhythm sheets (Provided)

Modern Band (Jazz Combo)

Class Time: Period 8 Tuesdays from 3:00-4:15 p.m. & Thursdays from 2:00-3:00 p.m.

Prerequisite: Audition only

Grade Level: 6/7/8. The Modern Band component of Jazz Combo, introduces the music student to new music and concentrates on improving the students' performance skills on their own instrument. These skills include advanced rhythms, melody, theory, emphasis on improvisation and performance skills in jazz, rock and current alternative styles. Students will explore performance based music tech as well as lead and prepare an ensemble for performance. This is an advanced performance based class.

Resources and Supports

AWARDS AND RECOGNITION

The following are a few school sponsored awards designed to recognize students doing an outstanding job at PGMS.

Kindness Kards: Staff members recognize students who show exceptional attitude, effort, or courtesy with a Kindness Kard. Students may turn in their card to the office at the end of any given school day for a special treat. Once turned in, Kindness Kards are selected in monthly drawings for prizes.

Student of the Month: Students of the Month are selected by teachers each month to reward responsible behavior, good citizenship, and/or academic excellence. Students will be recognized with a certificate of appreciation, a bumper sticker, and a professional photograph, to be displayed in the main hall. Teacher participation is voluntary.

Honor Society: This form of recognition is reserved for students who excel in their academic work. Honor Roll is computed at the end of each quarter for students earning a 3.5 grade point average (GPA) or higher. The PGMS Parent Teacher Student Association (PTSA) sponsors quarterly Honors Breakfasts to honor these students. Invitations are distributed in the homeroom a few days prior to the event. Parents are encouraged to join their students for the event.

Honors Night: In the spring, we hold a school-wide Honors Night. Students who have made the Honor Roll for each semester are recognized. Community Service hours beyond the minimum will also be recognized.

CLUBS

Students are encouraged to get involved with the clubs at PGMS to meet new friends and stay actively involved in school. Most of our clubs meet during lunch on a weekly basis. Each year the clubs vary depending on student interest. If a student has a club idea, they should complete the PGMS Club Request Form, which can be found on the school website (www.pgmiddle.pgusd.org), under "Students". The student(s) need(s) to establish who the club's student leaders will be, a location, date and time to meet, and a faculty advisor for the club. The form should then be submitted for approval.

COUNSELING

Counseling services are available for every student in the school. The purpose of the counseling program is to support and meet the social, emotional and academic needs of our students. We also want our program to be proactive versus reactive. We use a collaborative approach by gathering input and support from teachers, students, parents, and community representatives.

Our comprehensive Guidance and Counseling Program facilitates student development in the areas of academic and personal/social growth. We utilize counseling staff, school psychologists, and outside providers, as needed, to provide services to students, parents, and staff. These services include assistance with educational planning, study techniques, and/or personal/social concerns.

Our school counselors organize **Student Study Teams** for students struggling with academic, behavioral or attendance challenges. Parents, teachers, student, administrator, and counselor are present to collaborate at these meetings. Additionally, if a student is having difficulty communicating with a peer or teacher(s) or if the student is having a conflict with another student, they should fill out an **"I want to see" form**, located in the office, and request to see the counselor.

DISCIPLINE

PGMS approaches all disciplinary matters with the intent to correct behaviors while maintaining respect for all students. To this end, a variety of disciplinary interventions are utilized. Please refer to the [PGUSD Discipline Matrix and Related Interventions for Grades K-12](#) (Exhibit 5144) for a range of interventions for a specific violation.

FOOD SERVICES

CA Universal Meals:

The Food Service Department is committed to providing students with nutritious meals and is aware of the importance and impact good nutrition has on student learning and achievement. We are happy to offer free school meals in SY 2023-24. We will make available one (1) breakfast meal and one (1) lunch meal to every PGUSD student every school day.

- A reimbursable breakfast meal consists of an entree, fruit and/or vegetable and optional milk.
- A reimbursable lunch meal consists of an entree, fruit, vegetable, and optional milk.

If the student wishes to take milk to complement their meal from home, we encourage the student to take two more food items to make the meal free and reimbursable. Otherwise, the student will have to pay for milk individually.

- A reimbursable breakfast or lunch meal consists of three of the five food items offered.
 - Choose three items from milk, fruit, vegetable, protein, and grain (one item must be fruit/vegetable).
 - A student may also choose all components offered at each meal.

Meal Application:

The District encourages each household to complete a meal application every school year *on or after July 1* as the previous year's eligibility expires 30 days into the new school year. While a meal application is not required to receive free school meals, your household may qualify for education benefits or reduced utility and broadband rates if you qualify for free or reduced-priced meals by completing a meal application.

[Online meal applications](#) are available during registration as well as on the District [website](#) throughout the year. Paper applications are available at school offices and the District Office. We encourage online meal applications to ensure all fields are completed accurately. Completed meal applications will be processed within 10-business days of receiving and a notice of eligibility will be sent via mail or email.

Meal Account:

Every student has a meal account automatically linked to their name and student ID number. The meal account is a DEBIT account, not a credit account. At the time of receiving a meal, the student will need to input their student ID number into the Point of Sales. A reimbursable meal will be provided at no cost to the student.

If a student wishes to purchase a la carte items, an additional entree, a second meal, or individual milk there must be sufficient funds at the time of purchase.

Payment & Refunds on Meal Account:

- Cash or check payments can be made out to PGUSD Food Services and can be dropped off at the school sites or District Office.
- Online Pre-payments: Pre-payments for a la carte items via credit/debit card can be made on [Titan Family Portal](#) and will be automatically updated on the student's account.

- Refund requests may be made by contacting the School Nutrition Director.

FOOD RULES:

- **Gum is not allowed on campus.** Students caught chewing gum will be assigned trash duty.
- No food is allowed in the hallways or classrooms.
- Sodas, high sugar energy drinks, candy and other sugary snacks are not allowed at school.
- Glass containers are not allowed at school.
- Students are expected to be quiet and courteous in the lunch lines. Cutting in line, pushing or general horseplay is not acceptable conduct and will result in disciplinary consequences being issued.
- Stealing food from the cafeteria or other students will not be tolerated and will result in disciplinary consequences. Food must remain in plain sight while in the lunch lines.
- Students who tamper with the food serving lines and equipment will face disciplinary consequences
- Throwing food or drinks is prohibited. Students should maintain clean eating areas by using the trash cans and recycling bins.
- All food and drink must be consumed in the designated lunch table areas. No food or drink is allowed on the athletic field. Food and drinks are not allowed inside the school building, inside of classrooms, or to be stored in lockers if previously opened.
- Students may not have food delivered to campus by any vendor, including but not limited to Grubhub, Uber Eats, DoorDash, Postmates and similar businesses.

Please follow the guidelines of the District's Wellness Policy when sending treats to classroom celebrations. Board Policy 5030 states, "Parents are encouraged to support the District's nutrition education efforts by considering nutritional quality when selecting foods sent to school, either for an individual student or for class consumption."

HOMELESS/FAMILIES IN TRANSITION

Homeless children and youth have equal access to the same free, appropriate public education, including a public preschool education, as is provided to other children and youth. (42 USC 11431[1]) If you have uncertain housing, a temporary address, or no permanent physical address, federal and California laws guarantee that your children may be enrolled in their previous school. (42 USC 11432[g][6][A][iv]) If this describes your family's living situation, or if you are a student not living with a parent or guardian, please contact our District Homeless Liaison, Clare Davies, at 646-6523.

LIBRARY AND COMPUTER LAB

Library: The library is open from 8:00 a.m. to 3:00 p.m. daily. Library books may be checked out for two weeks at a time and then must be returned or renewed. Students must take responsibility for lost, stolen or damaged books. Overdue materials may result in the loss of library borrowing privileges. All fines must be paid in order to participate in the end-of-year field trips. Students are not allowed to bring food or drinks into the library. Students may use the library at lunch (days open to be announced) by signing up in the morning before school or at break.

The library has several desktop computers and ChromeBooks that students may use before school or during break or lunch time to work on assignments or print papers.

Computer Lab: The Computer Lab (Room 21) is open daily during instructional time (8:30-3pm). The Lab is a shared classroom available to teachers, however it is also the home of our Computer Lab Technician, Mr. Fong. Students having trouble with school technology can go to the Computer Lab to receive technical support.

Textbooks/Library books: Textbooks are available to each student at the start of the school year through the library, however most classes make regular use of online versions of the textbooks. Hard copy texts are available upon request. When hard copy texts are issued, classroom teachers will direct students to take their book home for the year or to store it in their locker. Textbooks are to be covered for the entire year. Parents are liable for lost or damaged textbooks as well as other library books. Textbook and library book fines must be paid prior to the end of the year to remain eligible to attend end of the year activities such as Great America, Promotion Ceremony and Promotion Dance.

LOCKERS

All students will be assigned a book locker and a PE locker (assigned by PE teacher) at the start of the school year. Backpacks MUST be kept inside the locker the entire school day and should not be brought to the classrooms or field. The school accepts no responsibility for the contents of lockers, and reserves the right to search lockers if there is reasonable suspicion

To maintain locker privileges, students must abide by the following rules:

1. Use only the locker assigned to you and keep it locked at all times.
2. Do not trade or share lockers.
3. Keep your locker combination secret. Sharing locker combinations may lead to theft.
4. If a student has concerns about locker security, they should report it immediately.
5. Do not write or mark on, or in, lockers. Do not affix stickers on, or in, the lockers.
6. Do not tape anything inside or outside the lockers, even for birthdays.
7. After locking your locker, spin the combination dial and double-check that it is securely locked before walking away.
8. Do not leave your locker 'popped.'
9. Do not store open food or drinks in your locker, or store any food overnight.

Students are responsible for the cleanliness and upkeep of their assigned lockers. Students who abuse, misuse, share, 'pop', or trade lockers may lose the privilege of using a locker for the remainder of that quarter. Parents/students will be required to pay for locker damages should they occur. A fee will be charged for locker repairs, cleanup, or changing the locker combination.

LOST AND FOUND

The Lost and Found areas are located outside the library, and inside the boys and girls locker rooms. Persons finding valuable items should turn them into the office immediately. Students are encouraged to write their name on all personal items, including lunch boxes and clothing. Lunch boxes will be held for one week before being disposed of or donated. Students and parents should check the lost and found regularly and only take items originally belonging to them. All unclaimed items will be donated to charity at the end of each quarter.

MESSAGES AND DELIVERIES

Sending messages and forgotten items to students while they are in class disrupts the learning process and will only be done in emergency situations. Forgotten homework, PE clothes, and lunches are not considered an emergency. Any item dropped off for a student will be held in the office until the student can retrieve it during a passing period or break. Please remind your students to always check the office when they realize they forgot their lunch, homework, binder, backpack, etc. Most of the time their lunch or various items are dropped off. If your student calls you to bring something to the office, it is their responsibility to come up to the office to check if it is here. We will not send a pass to let your student know that it is in the office, as it interrupts learning in the classroom. If you bring something to the office that you think your student needs for a class, and your student does not come up to get it, we will place it in the teacher's box. We understand that after school plans do change and exceptions can be made. Special deliveries, such as balloons for birthdays, are not allowed on the PGMS campus. Please do not distribute party invitations at school to avoid inadvertently hurting the feelings of uninvited students. Thank you for your understanding, in this matter, to decrease the number of classroom disruptions.

MENTAL HEALTH SERVICES

Student mental health services are available through the Pacific Grove Unified School District by contacting:

Clare Davies
Director of Student Services
435 Hillcrest Avenue
Pacific Grove, CA 93950
(831) 646-6523

SCHOOL SAFETY

Student safety is a top priority at PGMS. As such, the school conducts monthly safety drills to practice the districtwide protocols for potential school emergencies. These protocols include Duck, Cover & Hold On, Shelter In Place, Evacuation, Secure Campus, and Lockdown/Barricade. These protocols can be found, in detail, in the PGMS Safety Plan, on the school website. Some drills are performed in collaboration with PGPD.

TECHNOLOGY

Pacific Grove Middle School utilizes instructional technology to enhance teaching and learning and promote innovation and the development of 21st century skills. All classrooms are equipped with a class set of ChromeBooks, and all students have access to the Google Suite of Education Tools.

ALL Pacific Grove Middle School students and their parents/guardians are required to sign that they have read and understand the District's policy for acceptable use of technology, including web access, online textbooks, school computers/ChromeBooks, and other technology. A signed Agreement is required for all students.

Pacific Grove Unified School District
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Online/Internet User Obligations and Responsibilities/Acceptable Use Agreement

Students are authorized to use the District's equipment to access the Internet or other online services in accordance with this Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the District's system safely, responsibly and primarily for educational purposes.
3. Students shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion or political beliefs. (PGUSD Bullying/Cyberbullying Board Policy #5131.3) Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes in a patently offensive way sexual conduct and which lacks serious literary, artistic, political or scientific value for minors.
4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using electronic mail, chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians. Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information.
5. Students shall not use the system to encourage the use of drugs, alcohol or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy or administrative regulations.
6. Students shall not use the system to engage in commercial or other for-profit activities.
7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify or use another individual's identity.
11. Students shall report any security problem or misuse of the services to the teacher or principal.

Whenever a student is found to have violated Board policy, administrative regulation, or the District's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the District's technological resources, as appropriate.

CODE OF CONDUCT 2023-2024

The PGMS Code of Conduct outlines the rules which shall be followed to provide a safe, orderly, and respectful environment so teachers can teach, students can learn, and so we can create a school everyone wants to come to every day. All school rules are based on district policy and state law. Policies and rules are enforced fairly, uniformly and consistently without regard to race, beliefs, economic status, or gender.

Disciplinary Interventions/Consequences: All avenues shall be utilized to encourage the positive interaction of students. However, when misconduct occurs and a warning or referral is issued, the interventions we employ are intended to help the student learn from their mistakes and to exercise self-control. These interventions include, but are not limited to, the following: Advising and counseling students; conflict resolution; written apologies; parental contacts and conferences; lunch detention; work/trash detail at lunch or after school; community/school service; the restriction of participation in school activities (including participation in after-school sports, attendance at non-academic assemblies, school dances, and extracurricular activities); restricted use of school technology; alternative learning environments; creative scheduling; and, when necessary, suspension, expulsion, and/or involvement of the PGPD School Resource Officer. Disciplinary consequences will be issued on a progressive discipline system. Students who repeat inappropriate behaviors or who are frequently disruptive or defiant will be issued more aggressive interventions / consequences. These are to be determined by administration on an individual basis.

Referrals: If a student violates a school rule and/or policy, or is involved in misbehavior which disrupts school activities, they may be issued a referral to speak to administration. Warnings are issued for minor disruptions or defiance. A referral may be given for repeating these behaviors. Teachers, substitute teachers, staff, or bus drivers may refer students to administration. Referrals are cumulative by quarter and may limit a student's eligibility for extracurricular activities. The teacher/staff member issuing the referral will make initial contact with parent(s). The administrator will follow up with additional parent contact when issuing a consequence.

Lunch Detention: Students may be assigned to serve a lunch detention as a consequence for breaking school rules. While in lunch detention, students will reflect on the incident that earned them the detention, make plans to avoid repeating the mistake, and figure out the best way to make amends with any victims. Staff will assist with this. Students who have been assigned a lunch detention should report to the appropriate classroom by 12:30 (11:50 on Thursdays). Reminder slips will be given to students as a courtesy. Skipping detention will result in additional consequences.

I. Truancy

California State law requires students to attend school and all classes on a regular basis. California Education Code recognizes only illness, medical appointments, quarantine, observance of a religious holiday, or attendance at funeral services as excused absences. All other absences, including family vacations, oversleeping, personal reasons, or any absence not cleared within 72 hours are considered unexcused. A student will also receive an unexcused absence if they cut class or arrive at school without a valid parent excuse 30 minutes after the start of school. When a student receives an unexcused absence, parents are

notified, a referral may be written, and a lunch detention may be assigned. After the third unexcused absence, California Ed Code considers a student truant and truancy proceedings are initiated with the Monterey County Truancy Abatement Program and the District Attorney's office. Please note: **Teachers are not required to accept make-up work from a student who receives an unexcused absence.**

II. Tardiness

A student is considered to be tardy if they are not seated and prepared to work when the class period begins. Tardies accompanied by a doctor's note or appointment card are excused; however, other tardies, whether the fault of the parent or student, cannot be excused. Tardies are cumulative by quarter. Each period is recorded separately. For each tardy that occurs the following consequence(s) will apply:

- **Tardy 1:** Teacher warning, possible teacher consequence
- **Tardy 2:** Teacher warning, possible teacher consequence, student will be issued a warning slip.
- **Tardy 3:** Student meets with Registrar, parent contacted by Asst. Principal
- **Tardy 4:** Student meets with Registrar, parent contacted by Asst. Principal
- **Tardy 5:** Student meets with Asst. Principal, parent contacted by Asst. Principal, Lunch Detention assigned
- **Tardy 6:** Parent conference with student and Asst. Principal, Lunch Detention Assigned
- **Tardy 7:** Saturday School or in-school suspension assigned, parent contacted by Asst. Principal
- **Tardy 8:** Loss of eligibility for extracurricular activities. Parent requested to shadow student, other consequences to be determined (may include additional parent conferences, Saturday School, in-house suspension, and/or loss of extracurricular privileges.)

III. Dress Code

The following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.
3. Pajamas are not appropriate clothing for school, and should only be worn on occasional 'pajama day' spirit days.
4. Clothes shall be sufficient to conceal undergarments at all times. Exposed chest, sides, back of the body, midribs, or buttocks are prohibited. See-through or fish-net fabrics, halter or strapless tops, and skirts or shorts shorter than mid-thigh are also prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed.

Consequences for Violating the Dress Code:

- First time offenders will receive a warning and be asked to change or cover up the clothing. The student may call their parent/guardian to bring a change of clothing or the student may change into their PE clothes.
- Second time offenders will receive a referral and may be assigned lunch detention. They will be asked to change, and their parents will be notified.

- Further offenses will, in addition to a referral, detention(s), and a change of clothing, require the parent(s) and student to attend a conference with the Assistant Principal and may result in additional detentions, community service, trash duty, or in-school suspension.

The above dress-code standards are also in effect for all extra-curricular events and activities. Determination of appropriate clothing will be made by school administration.

IV. Prohibited Items

Students are prohibited from bringing Sharpies, lighters, fireworks, poppers, stink bombs, pepper spray or mace, tobacco, E Cigarettes (vape), drugs, drug paraphernalia, alcohol, knives of any kind, guns of any kind, laser pointers, or any other dangerous objects/toys to school. Possession of such items may result in suspension and the involvement of the PGPD. Continued possession of such items may result in a recommendation for expulsion.

Students are also prohibited from chewing gum at school, and from bringing roller blades, digital cameras, perfume and deodorant sprays, *or other personal property/toys not related to school activities*. Per Board Policy, balloons of any sort are prohibited on all PGUSD campuses. Possession of these items may result in a referral and disciplinary intervention. Students should not bring large amounts of money to school and are also prohibited from selling *anything* on campus.

V. Drug Canine Units & Searches

Use of drug-detecting canines is one part of a comprehensive approach to drug and alcohol prevention in PGUSD. Reaching the goal of zero use and/or possession of drugs and alcohol on campus depends on students, parents, and staff members working together. Random searches by dogs will take place on campuses at unannounced times during the school year. Students and their belongings, including lockers and backpacks, are subject to search by school officials under any circumstances considered to justify "reasonable suspicion."

VI. Cell Phones and Other Electronic Devices

Per Education Code 48901.5 (a) The governing board of each school district, or its designee, may regulate the possession or use of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by pupils of the school district while the pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees. (b) No pupil shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician and surgeon to be essential for the health of the pupil and use of which is limited to purposes related to the health of the pupil. (Amended by Stats. 2002, Ch. 253, Sec. 2.)

Cell phones, music devices, smart watches, and all portable media devices, including e-readers, **must be turned off and stored inside lockers during regular school hours and may not be used inside the school.** These items may only be used outside the school building before and after school. These items are the most commonly lost or stolen items at school, and we cannot and will not be responsible for such items. We strongly recommend that you keep all valuable items at home. Any time a student found to be using a cell phone or other electronic device, or with the item on or out during the school day, will receive a disciplinary intervention.

- First offense, the student will be issued a warning, and may reclaim the item no sooner than the end of the school day from the Assistant Principal and a parent will be contacted.
- Second offense, the student will be issued a referral, assigned a lunch detention, and the parent must pick up the item from the Assistant Principal.
- Third offense, the student will be issued a referral, a parent conference will take place with the Assistant Principal, and the student will lose the privilege of having the cell phone/device on campus for the remainder of that quarter. Phone storage agreements will be made at the parent conference.

VII. Academic Honesty – Plagiarism/Cheating

Students who copy work from others, lend inappropriate assistance (allow others to copy work) to others, submit work that is not their own efforts, or engage in forgery are guilty of “academic dishonesty” and will have consequences.

Plagiarism includes taking someone else’s assignments or portion of an assignment and submitting it as your own, submitting material written by someone else (including online resources and class texts) without properly citing the source(s), and presenting the work of tutors, parents, siblings or friends as your own.

Cheating is copying another student’s work or lending/receiving outside assistance on any assignment, test or quiz, except when the teacher allows. When a student violates the Academic Honesty Policy at any time, they will be disciplined in a manner consistent with the nature of the infraction, and may include any or all of the following:

- Receive a zero for the academic exercise
- Referral to administration
- Parent conference
- Lunch detention(s)
- “U” in citizenship
- Repeat offenders may earn an in-school suspension or Saturday School

VIII. Disruptive Classroom Behavior

When a student is disruptive in class, the teacher will follow their classroom discipline procedures and may issue the student a consequence. For repeated disruptive behaviors, a teacher may elect to issue the student a referral and send the student to the office. Teachers will notify parents of the referral. Upon arrival there, the student will meet with the Assistant Principal and consequences will be issued. Consequences may include a conference, warning, lunch detention(s), class suspension, full-day suspension (in-school), Saturday school, community service or a parent shadow. Repeated disruptive behavior will result in more severe consequences. The Assistant Principal will contact a parent any time a disciplinary referral and consequence is being issued. Teachers have the right to suspend a student from their classroom for a total of two days, including the day of the disruption. If a student is suspended for a class period, they will complete class work in the office or library. All PGMS staff utilize a system of *progressive discipline*. This means that the same infraction will earn more aggressive consequences when it is repeated.

IX. Harassment, Bullying, Cyberbullying, and Intimidation

Students have the fundamental right to a safe and secure environment. Students and parents place their trust in school officials to take all reasonable steps to provide a setting that is free of humiliation, intimidation and threat. Accordingly, the district and staff shall not tolerate any incidents of bullying or harassment. To this end, the administration has the duty to implement programs that encourage students to behave with civility and common decency, and to establish and enforce codes of conduct that hold students accountable should they violate this policy. [BP 5145.3]

Harassment, bullying, cyberbullying, and intimidation will not be tolerated at PGMS.

Harassment consists of verbal or physical conduct relating to an individual's gender, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, age, economic status, sexual orientation or the perception of one or more such characteristics. [BP 5145.3]

Bullying occurs when a student is exposed, repeatedly and over time, to negative actions on the part of one or more other persons.

Cyberbullying includes the posting of harassing messages, direct threats, social cruelty, or other harmful text or images on the Internet, social networking sites, or other digital technologies, as well as breaking into another person's account and assuming that person's identity in order to damage that person's reputation or friendships. [BP 5131]

Intimidation refers to actions that would inflict or attempt to inflict fear, humiliation, or injury. [BP 5145.3]

Students who engage in such behavior will be disciplined in a manner consistent with the nature of the infraction, with the goal of learning from the incident and "making it right" with the victim(s). Students who repeatedly engage in such behavior will receive increasingly severe consequences up to, and including, suspension from school and/or recommendation for expulsion from the district. Students who engage in sexual, racial, ethnic, and religious harassment will be dealt with more severely.

At a minimum, students are subject to the following:

- First offense: Receive a referral, assigned to lunch detention, participate in a Conflict Resolution, parent contacted by Assistant Principal.
- Second offense/breaking of CRT agreements: Receive a referral, assigned one day suspension, and a meeting to be held with student, parents, and Assistant Principal.
- Third offense: Suspended from school for two to five days.
- Fourth offense: Suspended from school for three to five days, possible involvement of the PGPD School Resource Officer, and possible recommendation for expulsion.

X. Internet and Technology Use

Access to PGMS computers and the network requires parent and student signatures on the Acceptable Use Agreement (See page 27 of this handbook for the conditions of the Agreement). Network administrators may review files and communications to ensure that students are using the system responsibly. Violations may result in a referral, restricted computer and network access, such as a technology suspension, and other disciplinary and legal actions when necessary. Violations of the Acceptable Use Agreement include but are not limited to:

- Using another student's username and password to access the network.
- Trespassing in another's folder, work, or files.
- Sending or displaying offensive messages, pictures, or media of any kind.
- Use of obscene or profane language.
- Harassing, intimidating or bullying others.
- Accessing online chat rooms, social networking sites, or instant messaging services.
- Accessing websites not directed to do so by a teacher or staff member.
- Chatting with other PGUSD students.
- Damaging PGUSD devices

XI. Physical Violence and Fighting

Students who physically harm another person will, at a minimum, receive a referral and disciplinary interventions. All parties involved in mutual combat will be suspended. Self-defense is limited to actions required to escape injury, and does not include fighting back when escape is possible.

XII. Profanity and Inappropriate Language

Students who use inappropriate and/or profane language will receive a warning and possible referral to administration. Disciplinary interventions will be issued by the Assistant Principal.

XIII. Public Displays of Affection

Students shall refrain from engaging in public displays of affection. Such displays include kissing, hand holding, romantic hugging, sitting on students' laps, or other behaviors that promote romantic relationships on campus.

- First time offenses result in a warning and parent phone call.
- Second offenses may result in a referral and/or lunch detention.

XIV. Failure to Serve Assigned Detention

Students who fail to serve an assigned lunch detention will receive a referral and have that detention time doubled. Repeated failure to serve detention will result in an in-school suspension.

XV. Scholastic and Behavioral Eligibility

While many school-wide activities are open to all students regardless of academic standing or behavioral status, others require clear standards of eligibility. Students must be currently enrolled in PGMS to be eligible to try out for or participate in school activities. All marks for eligibility are determined by grades on the most

recently completed reporting period. **A student’s eligibility may be removed by the site administrator as part of a disciplinary action.**

The end of the year 8th Grade field trip is open to all promoting 8th grade students (on track to earn 44 units) not involved in recurring and/or serious behavioral or disciplinary problems.

Extracurricular and co-curricular activities: All students in grades 6 through 12 must meet the following standards for extra-curricular and co-curricular eligibility. [AR 6145]

Definitions:

Extra-curricular: Activities not associated with the classroom and offered beyond regular school day (e.g., team and individual sports, spirit squad, drama, clubs, and the like).

Co-curricular: Activities that are an extension of the classroom and for which the student does not receive a grade, (e.g., Close Up, History Day, curriculum-related field trips).

Scholastic Eligibility for Students in Grades 6, 7, 8

Following are the scholastic eligibility standards of the District for grades six, seven and eight. These standards are part of the middle school’s continuing high expectations for its students.

Level I	<u>Activities</u>	<u>Requirements</u>
	Leadership, Student Council, Overnight Field Trips	A grade of C or better in every class; No suspensions.
Level II	Interscholastic Sports, School Dances, Drama and Music Performances and other Extracurricular Activities	2.0 GPA; no more than two referrals in the most recently completed quarter; present in school for one half of the instructional minutes on the day of the event.

To remain eligible for after school sports and extracurricular activities, a student must have received a GPA of 2.0 or higher on their most recent grade report, including fourth quarter/semester two of the previous year (*except for entering 6th graders), and must have no more than two referrals in the most recently completed quarter. A student’s eligibility may be removed by the site administrator as part of a disciplinary action.

Students who are suspended from, expelled from, or on suspended expulsion status (probation) at a District school are ineligible to attend or participate in any extracurricular or co-curricular activities of the type identified above at Level I, or II, regardless of their academic standing with the District, during the entire period of the student’s suspension, expulsion, or suspended expulsion.

If a student is absent from school due to illness or any other reason, they may not participate in practice or a game on the day of the absence. In order to practice or participate in a contest, game, or performance on any given day, a student must be present in classes for at least half of the instructional minutes of the day.

Eligibility Notification:

In Middle School and High School, students must be informed of the District's eligibility requirements. Notification shall, at a minimum, include:

1. Annual publication of eligibility criteria in the Student/Parent Handbook
2. Printed notice on student report card informing them of eligibility and steps that can be taken
3. Progress report notices which include the following "**bolded**" statement:
Students in all grades 6-8 must have a 2.0 GPA to participate in extra-curricular and co-curricular activities, interscholastic sports, Student Council, clubs, etc.

XVI. Athletics

A comprehensive after-school sports program is offered to all PGMS students. Our school is a member of the Mission Trails Junior Athletic League and the Coastal Counties Middle School Wrestling League. We compete against other schools in a variety of team sports. All students interested in trying out for a sports team must obtain a **sports physical** and have **proof of insurance documented on the Athletic Emergency/ Medical Information & Participation Form and submitted to the office.**

Students that have insurance: Your insurance policy may already cover your athlete during school sports activities. It does not matter where the event is, whether it is a home event or at another school. If necessary, you may want to contact your insurance company to confirm that your child is covered for school sports. **The insurance information needs to be put on the Athletic Emergency/ Medical Information & Participation Form. You must provide the name of your insurance company and the policy # on the bottom portion of this form. If the policy # is not present, your athlete will not be allowed to play.**

Students that do NOT have insurance: You will need to purchase insurance coverage in order for your student to participate in school sports. Myers-Stevens & Toohey & Co., Inc. provides insurance for student athletes at a minimal cost. Forms are available in the school office. There are several policy options available for purchase. The most recommended and least expensive plan is the "School Time Accident Plan." This plan provides coverage for your athlete during any type of school activity at any time and any place. Complete the order form and mail your check directly to the company. Do not send it to school.

Eligibility: All students participating in extracurricular sports must meet the Scholastic and Behavioral Eligibility criteria, above (Section XV of PGMS Code of Conduct).

XVII. Grounds for Suspension/Expulsion

By State law the following offenses by a student are grounds for suspension or expulsion, whether they occur while on school grounds, while going to or coming from school, during the lunch period (on or off the campus), during a school-sponsored activity, or while going to or coming from a school sponsored activity:

- a.(1) Caused, attempted to cause, or threatened to cause physical injury to another person. (2) Willfully used force or violence upon the person of another, except in self-defense.
- b. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred by the principal or the designee of the principal.
- c. Unlawfully possessed, used, sold or otherwise furnished, or been under the influence of, a controlled

substance listed in Chapter 2, commencing with Section 11053, Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

d. Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 commencing with Section 11053, Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

e. Committed or attempted to commit robbery or extortion.

f. Caused or attempted to cause damage to school property or private property

g. Stole or attempted to steal school property or private property.

h. Possessed or used tobacco, or any products containing tobacco or nicotine products, including but not limited to, cigarettes, e-cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

i. Committed an obscene act or engaged in habitual profanity or vulgarity.

j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

l. Knowingly received stolen school property or private property.

m. Possessed an imitation firearm, i.e. a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n. Committed or attempted to commit a sexual assault as defined in Section 261.266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

o. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

p. Unlawfully offered, arranged to sell, or sold the prescription drug Soma.

q. Engaged in, or attempted to engage in, hazing as defined in Section 32050.

r. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivision (f) and (g) of Section 32261, directed toward a pupil or school personnel.

s. A pupil who aids or abets the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion.

48900.2: Sexual Harassment - A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

48900.3: Hate Violence Crime – A pupil in any grades 4-12 inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 33032.5.

48900.4: Harassment/Intimidation - Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonable expected effect of materially disrupting class work, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment.

48900.7: Terrorist Threats - Terrorist threats against school officials, school property, or both.

Students may be expelled for any violation of Education Code 48900-48900.7 or for other serious infractions. Students who violate the School-Wide Contract may be recommended for expulsion.

Please be advised it is the policy of the Board of Education, in accordance with the educational code, that a suspended student:

1. Shall not be allowed to loiter on or around any school grounds at any time.
2. Shall not be allowed to participate in any school activities during the suspension period.
3. Shall have the right to have access to their records.
4. Shall have the right to request a meeting with the administrator to discuss matters pertinent to the suspension.
5. May be requested by teachers of any class from which a student has been suspended to complete any assignments and tests missed during the suspension.

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

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

SUBJECT: Pacific Grove High School Site Handbook

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approves the Pacific Grove High School site handbook for the 2023-24 school year.

BACKGROUND:

Pacific Grove High School updates its Student Handbook annually for Board Approval. All school rules and regulations along with information regarding testing, eligibility, graduation requirements, behavior expectations, etc. are included and provided to all students.

INFORMATION:

All necessary staff contact information will be updated in June before the Handbook is sent to Jostens for publication. Changes/updates to the PGHS 2023-24 Student Handbook include:

- Page 5 – Updated School Directory
- Pages 6-8 - Updated Calendar and Bell Schedules
- Pages 11 - General Information/Safety - updated to reflect Synergy parent info.
- Pages 14-16 - Updated Attendance info to reflect current attendance policies
- Page 17-18 - Updated Counseling Dept info / Clearer criteria for Valedictorian and Salutatorian
- Page 18-19 - Updated Testing Calendar
- Page 24-25 - Updated Food Service info
- Page 25 - Updated Community Service info

FISCAL IMPACT:

Estimated cost: \$1500 - \$2000.



2023-2024 PGHS STUDENT HANDBOOK

Board Policy Changes May Alter the Contents of This Handbook

Pacific Grove High School
615 Sunset Drive
Pacific Grove, CA 93950
PHONE (831) 646-6590
FAX: (831) 646-6660
WEBSITE: pghigh.pgusd.org

Name: _____

Email: _____

School Administration

Lito M. Garcia, *Principal*
TBD, *Assistant Principal*

District Administration

Dr. Ralph Gomez Porras, *Superintendent*
Josh Jorn, *Assistant Superintendent*
Billie Mankey, *Director of Human Resources*
Buck Roggeman, *Director of Curriculum and Special Projects*
Clare Davies, *Director of Student Services Special Education Coordinator*

Board of Education

Carolyn Swanson, *President*
Jennifer McNary, *Clerk*
Brian Swanson, *Trustee*
Elliott Hazen, *Trustee*
Laura Ottmar, *Trustee*
TBD, *Student Rep*

Pacific Grove High School does not discriminate on the basis of race, creed, color, national origin, gender or disability.



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Welcome to Pacific Grove High School

The staff at Pacific Grove High School would like to welcome you to the 2023-2024 school year. We hope each of you will find this year to be rewarding, relevant, productive, and enjoyable as we continue to build upon our successes in student academic achievement. It is the vision of Pacific Grove High School to promote active learning, creative problem solving, and integration of skills and knowledge for application within and beyond the classroom, and also to provide a safe and intellectually challenging learning community that fosters diversity, choice, and voice among staff, students, and parents/guardians. The staff is here to assist in academic pursuits, school activities, and athletic endeavors. As you experience obstacles in your educational career we encourage you to take advantage of all the services available at Pacific Grove High School. Feel free to ask questions or seek assistance from any staff member. We are all here to help.

All schools utilize certain procedures to ensure smooth and effective operations; we are not an exception. In order to familiarize you with Pacific Grove High School, enable you to assume all of your responsibilities, and take full advantage of all PGHS has to offer, we have created this handbook. Please read and discuss the handbook with your family, as you and your parents/guardians will be responsible for compliance with the policies, procedures, and regulations herein. If at any time you have questions related to the school's policies and/or procedures, please contact the school.

Our Vision

“Pacific Grove High School is a community of learners committed to providing students with opportunities that will steer their lives toward academic, career, and personal success. Through collaboration, a commitment to evidence-based decision-making, and a spirit of inclusion, PGHS aims to cultivate culturally aware, employable, healthy, active students who are eager learners, conscientious digital citizens, environmental stewards, and effective communicators.”



Schoolwide Learning Outcomes (SLOs)

Every Breaker graduate shall demonstrate

Academic success by

- Searching for and evaluating adequate and reliable information from a variety of sources
- Organizing their time and priorities effectively
- Maintaining a growth mindset
- Working effectively both independently and collaboratively
- Utilizing study skills based on understanding their learning style

Career success by

- Composing communication through a variety of mediums appropriate to the audience
- Thinking innovatively
- Being punctual and prepared
- Understanding their own passions
- Utilizing knowledge and skills to learn something new
- Holding themselves accountable for that which they are responsible

Personal success by

- Advocating for themselves
- Maintaining a balance between work, academics, and their personal life
- Utilizing basic skills for independent living
- Maintaining a healthy life physically, socially, electronically, and emotionally
- Achieving a vision for themselves through challenging themselves, overcoming fears, and safe risk-taking
- Embracing lifelong learning

Effective communication skills by

- Writing clearly and professionally
- Making and articulating points both verbally and electronically
- Understanding and utilizing strong interpersonal communication
- Articulating in a logical fashion

Strong moral character by

- Displaying empathy toward others
- Taking responsibility for their own actions
- Being honest

Cultural awareness by

- Understanding of the diversity of cultures
- Holding an open mind to different cultures, religions, political views, and life experiences
- Displaying acceptance to differences in others contrary to their own

Conscientious citizenship by

- Fulfilling civic duties; such as registering to vote and voting
- Volunteering both within and outside their community
- Employing a strong knowledge of technology to have a positive impact on society
- Seeking information actively

PACIFIC GROVE HIGH SCHOOL STAFF

(831) 646-6590

All email addresses: first initial+last name@pgusd.org

(e.g. bhowell@pgusd.org)

Administration - A-Wing/Main Office – Main Door

Principal Lito Garcia
 Principal’s Admin. Assistant Jill Houston
 Assistant Principal TBD
 Assistant Principal’s Admin. Assistant Johanna Biondi
 T.O.S.A Larry Haggquist
 Campus Supervisor Bobby Howell
 Campus Supervisor Ginny Roggeman
 Health Clerk Tammie Kirmil
 PGUSD Nurse Katrina Powley
 PGUSD SRO Justin Hanks

Teaching Staff

AVID K-1 Maddie Portela
 Art O-4 Matt Kelly
 Band/Orchestra MP-1&2 George Warren
 Drama C-2 Jessica Grogan
 English F-1 Nicole Bulich
 English E-5 Karinne Gordon
 English B-5 Jessica Grogan
 English K-2 Jenna Hall
 English B-4 Kristen Lukefahr
 English L-3 Katie Selfridge

Counseling - A-Wing/Main Office – Second Door

11th/12th Counselor Kristin Paris
 9th/10th Counselor Margaret Rice
 Outreach Counselor James Ehret
 Mental Health Therapist Audrey Cordova
 Counseling Office & Summer Coe
 Registration - Incoming Students
 Attendance Clerk DiAnna Gamecho
 Registrar - Transcripts Johanna Biondi
 School Psychologist Leslie King
 Speech and Language Heidi Friery

World Languages F-2 Jason Bainbridge
 World Languages F-4 Desma Johnson
 World Languages F-3 Margot Samuels

Student Store – A-Wing – Pride Place Door

A.S.B./CTE Admin. Asst./Athletics Felicia Afifi

Math E-4 Joe D’Amico
 Math C-1 Sunny Lee
 Math/AP Computers N-1 Sally Richmond
 Math I-2 Isaac Rubin
 Math B-1 Travis Selfridge
 Math B-2 Nicole Brophy

Physical Education Gym John Martine
 Physical Education Gym Donna O’Donnell

Cafeteria

Cafeteria Fran Castorina
 Cafeteria Linda Lyon
 Cafeteria Maria Ramirez
 Cafeteria Bobbette Rood
 Cafeteria Claudia Gutierrez

CTE/Culinary I-1 Imogen Erickson
 CTE/ Photo 0-3 Celia Lara
 Science C-4 Marc Afifi
 Science D-3 Adrienne D’Amico
 Science D-1 Natasha Hanks
 Science D-2 Amanda Mello
 Science D-2 Maddie Portela

Custodial Building

Custodian Miguel Soria
 Custodian Oscar De La Cruz
 Custodian Adisa Vaughn
 Custodian Nestor Dantes
 Custodian John Intagliata

Social Science O-1 Lauralea Gaona
 Social Science O-2 Justus Grate
 Social Science B-3 Dan Powers
 Social Science L-2 Kim Shurtz

PGHS Library

Librarian Alex Morrison
 Media Computer Tech Raymond DeVost
 Library Assistant Shirley Ushakoff
 College & Career Center Janet Light
 Collaboration Room

Special Education L-4 Stefanie Alvarez
 Special Education E-1 Alyce Avenell
 Special Education K-4 Becky Goldfinch
 Special Education L-1 Lysa Ogburn
 Special Education K-3 Calvin Miller

Activities Director L-3 Katie Selfridge/Lauralea Gaona
 Athletic Director GYM Chris Morgan

Pacific Grove Unified School District - 2023-2024							
180 Day School Calendar						Date	Event
	M	T	W	TH	F		
July 2023	24	25	26	27	28	8/3	New Hire Orientation
	31	1	2	3	4	8/4	Professional Development Day (Non Student Day)
Aug 2023	7	8	9	10	11	8/7	Welcome
	14	15	16	17	18	8/8	Teacher Prep Day (Non Student Day)
	21	22	23	24	25	8/9	First day of School
	28	29	30	31	1		
Sept 2023	4	5	6	7	8	9/4	Labor Day Holiday
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29		
Oct 2023	2	3	4	5	6	10/6	End of 1st Quarter (42 days)
	9	10	11	12	13	10/7	Butterfly Parade
	16	17	18	19	20	10/16-10/20	Fall Break
	23	24	25	26	27		
	30	31	1	2	3		
Nov 2023	6	7	8	9	10	11/10	Veterans Day Holiday
	13	14	15	16	17	11/22	Minimum Day for Students and Classified Staff
	20	21	22	23	24	11/23-11/24	Thanksgiving Holiday
	27	28	29	30	1		
Dec 2023	4	5	6	7	8	12/15	End of 2nd Quarter (42 days)
	11	12	13	14	15	12/15	End of 1st Semester (84 days)
	18	19	20	21	22	12/22	Minimum Day for Students and Classified Staff
	25	26	27	28	29	12/25-1/5	Winter Break
Jan 2024	1	2	3	4	5	12/25-1/5	Winter Break
	8	9	10	11	12	1/8	Teacher Prep Day (Non Student Day)
	15	16	17	18	19	1/15	Martin Luther King Holiday
	22	23	24	25	26		
	29	30	31	1	2		
Feb 2024	5	6	7	8	9	2/12-2/14	Presidents' Holiday
	12	13	14	15	16	2/12-2/16	Presidents' Break (Holiday's 12,13 & 14)
	19	20	21	22	23	2/19	Professional Development Day (Non Student Day)
	26	27	28	29	1		
March 2024	4	5	6	7	8		
	11	12	13	14	15	3/15	End of 3rd Quarter (47 days)
	18	19	20	21	22		
	25	26	27	28	29		
April 2024	1	2	3	4	5	4/5	Minimum Day for Students and Classified Staff
	8	9	10	11	12	4/8-4/12	Spring Break
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	1	2	3	5/27	Memorial Day
May 2024	6	7	8	9	10	5/31	End of 4th Quarter (49 days)
	13	14	15	16	17	5/31	End of 2nd Semester (96 days)
	20	21	22	23	24	5/31	Last Day of School
	27	28	29	30	31	5/31	Minimum Day for Students /180-190 Classified Staff
	First Day/Last Day of School						Breaks
	Professional Development Day/Teacher Prep Day						Holiday (8 total)
	Welcome						Local Holiday (5 total)
	Minimum Day for Students and Classified Staff (4 total)						
185 Work Days - Current Teachers			186 Work Days - New Teachers			Instructional Days 180	
Leap year, this calendar has one extra day we need to omit to make it 180							

A-Day (Monday), Periods 1 - 8				B/C Days (Tues, Wed, Thurs, Fri)			
			minutes				minutes
Period 1	8:30:00 AM	9:11:00 AM	41	Period 1/2	8:30:00 AM	9:57:00 AM	87
passing	9:11:00 AM	9:16:00 AM	5	break	9:57:00 AM	10:07:00 AM	10
Period 2	9:16:00 AM	9:57:00 AM	41	passing	10:07:00 AM	10:12:00 AM	5
break	9:57:00 AM	10:07:00 AM	10	Period 3/4	10:12:00 AM	11:41:00 AM	89
passing	10:07:00 AM	10:12:00 AM	5	lunch	11:41:00 AM	12:26:00 PM	45
Period 3	10:12:00 AM	10:55:00 AM	43	passing	12:26:00 PM	12:31:00 PM	5
passing	10:55:00 AM	11:00:00 AM	5	Period 5/6	12:31:00 PM	1:58:00 PM	87
Period 4	11:00:00 AM	11:41:00 AM	41	passing	1:58:00 PM	2:03:00 PM	5
lunch	11:41:00 AM	12:26:00 PM	45	Period 7/8	2:03:00 PM	3:30:00 PM	87
passing	12:26:00 PM	12:31:00 PM	5				
Period 5	12:31:00 PM	1:12:00 PM	41				
passing	1:12:00 PM	1:17:00 PM	5				
Period 6	1:17:00 PM	1:58:00 PM	41				
passing	1:58:00 PM	2:03:00 PM	5				
Period 7	2:03:00 PM	2:44:00 PM	41	Minimum Day			
passing	2:44:00 PM	2:49:00 PM	5				minutes
Period 8	2:49:00 PM	3:30:00 PM	41	Period 1	8:30:00 AM	8:51:00 AM	21
				passing	8:51:00 AM	8:56:00 AM	5
				Period 2	8:56:00 AM	9:17:00 AM	21
				passing	9:17:00 AM	9:22:00 AM	5
				Period 3	9:22:00 AM	9:43:00 AM	21
				passing	9:43:00 AM	9:48:00 AM	5
				Period 4	9:48:00 AM	10:09:00 AM	21
				break	10:09:00 AM	10:19:00 AM	10
				passing	10:19:00 AM	10:24:00 AM	5
				Period 5	10:24:00 AM	10:47:00 AM	23
				passing	10:47:00 AM	10:52:00 AM	5
				Period 6	10:52:00 AM	11:13:00 AM	21
				passing	11:13:00 AM	11:18:00 AM	5
				Period 7	11:18:00 AM	11:39:00 AM	21
				passing	11:39:00 AM	11:44:00 AM	5
				Period 8	11:44:00 AM	12:05:00 PM	21
Breaker Time							
			minutes				
Period 1/2	8:30:00 AM	9:46:00 AM	76				
break	9:46:00 AM	9:56:00 AM	10				
passing	9:56:00 AM	10:01:00 AM	5				
Period 3/4	10:01:00 AM	11:17:00 AM	76				
passing	11:17:00 AM	11:22:00 AM	5				
Breaker Time	11:22:00 AM	12:03:00 PM	41				
lunch	12:03:00 PM	12:48:00 PM	45				
passing	12:48:00 PM	12:53:00 PM	5				
Period 5/6	12:53:00 PM	2:09:00 PM	76				
passing	2:09:00 PM	2:14:00 PM	5				
Period 7/8	2:14:00 PM	3:30:00 PM	76				

Where to Go and Who to See

Principal's Admin. Assistant

- Appointments to see principal
- Facilities use answers for Facilitron (PGUSD online facilities request system)

Assistant Principal's Admin. Assistant

- Daily Bulletin copies and requests for entries
- Transcript Questions – Use Parchment.com to order transcripts
- Detention and Saturday School information

Attendance Office

- Re-admit slips and off-campus passes
- Clear absences via parent/guardian note or phone call (646-6590 ext. 6211)
- Pick up dropped off material from parents/guardians (outside)
- Lost and found

Counseling Office

- Personal/Academic Counseling - 11th/12th (Ms. Paris) , 9th/10th (Ms. Rice), Outreach (Mr. Ehret), & Mental Health Therapist (Ms. Cordova)
- Schedule changes
- Financial aid information
- Scholarship information

Career Center: Library

- Turn in Community Service Hours
- College and career information
- College and Career Research using californiacolleges.edu
- Community Service Opportunities and job listings
- AP exam information and cancellation forms
- Find information about careers, colleges, and trade schools, check out career books
- Dual Enrollment form support
- Armed Services information
- Job Shadow/Internship Opportunities information

A.S.B. Clerk, Athletics, and CTE Admin. Assistant: Student Store

- Work permit information
- Purchase A.S.B. Card, dance tickets, and other senior activity functions
- Athletic Forms & Student Accident and Health Insurance Information
- Purchase PGHS spirit items
- Pay for AP Exams
- Locker information, School IDs, pictures, parking permit information, and dance guest forms
- Sport physical information

Library: Hours – 8:00 A. M. - 4:00 P.M.

- Check out & return books/textbooks
- Check out laptops, digital cameras, and video cameras available with parent/guardian and/or teacher signed consent form.
- Pay book/textbook fines
- Computers & Printer access
- Scanner available
- Quiet study tables/room

GENERAL INFORMATION/SCHOOL SAFETY

ENROLLMENT

Qualifications for enrollment to Pacific Grove High School: A student must live with a parent/guardian, who resides within the Pacific Grove Unified School District attendance boundaries. Students who live with a relative must show proof of court ordered guardianship or complete the District's Caregiver Affidavit form before a student may be enrolled at Pacific Grove High School.

STUDENT DROP OFF/PICK UP

Parents/Guardians may drop off/pick up a student in front of the school, the Sunset Drive parking lot, or in the shared Forest Grove parking lot off Forest Lodge Road behind the tennis courts. The areas behind the Student Union, O-Wing, N-Wing, and near the band room are off limits and are not a drop off/pick up area.

Parents/Guardians should not create a hazardous environment for PGHS or Forest Grove students by:

1. Making U-turns in front of school on Sunset Drive or near the Forest Lodge Road entrance
2. Dropping off/picking up students on the opposite side of the street.

Please take the time to keep all students, staff, and other drivers safe.

VISITORS

All visitors, such as scheduled speakers, individuals with appointments in the Administrative Offices or classrooms, etc. are required to go through the Main Office to sign-in and acquire a visitor badge. Anyone found on campus without valid authorization will be directed to leave campus.

Students are not permitted to bring visitors on campus during school hours, including break or lunch, or for shadowing.

ANTI-BULLYING/CYBERBULLYING

Pacific Grove High School staff believes all students, staff and community have an obligation to promote mutual respect, tolerance, and acceptance. The school will not tolerate behavior infringing on the safety of any student. A student shall not intimidate or harass another student through words or actions. Such behavior includes direct physical contact, such as hitting or shoving, verbal assaults, such as teasing or name-calling, social isolation or manipulation.

Cyber bullying includes the posting of harassing messages, direct threats, social cruelty, or harmful texts or images on the internet, social networking sites, or other digital technologies, as well as breaking into another person's account and assuming that person's identity in order to damage that person's reputation or friendships.

This site level policy applies whenever a student is on school grounds, traveling to and from school, or at a school-sponsored activity, during lunch period, whether on or off campus and during a school-sponsored activity. In addition to this, if this activity occurs at home and impacts school activities or school attendance, the student responsible may be subject to consequences appropriate to the behavior.

DRESS CODE

Pacific Grove High School offers a casual dress environment for students. Students are expected to use good judgment and to show courtesy to their peers and teachers by dressing in a presentable and appropriate manner. At all times, students are asked to be cognizant, regardless of their interaction with other students, teachers, administrators, and guests of the school, Pacific Grove High School is still a place of learning. Administration will warn students about any possible dress code violations. If any further action is required, parents/guardians will be contacted.

- Shirts/sweatshirts and footwear must be worn at all times.
- Clothing, jewelry, and personal items, such as backpacks and bookbags with language or images that are vulgar, discriminatory, obscene, libelous, or those containing threats or promoting illegal or violent content such as the use of weapons, drugs, alcohol, tobacco, or drug paraphernalia are prohibited.

FOOD/DRINK

Food and drinks may not be consumed in classrooms or library, except water. Food and beverages will be served and eaten in designated areas.

SEXUAL HARASSMENT POLICY

Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, made by someone from or in an educational setting. The District is committed to an educational environment in which all individuals are treated with respect and dignity. Each student has the right to learn in an atmosphere that promotes equal educational opportunity and is free from discriminatory practices.

PUBLIC DISPLAYS OF AFFECTION

Overt physical contact and/or excessive display of affection is not permitted. Students failing to use good judgment will be warned. Continued inappropriate behavior will result in disciplinary action including parents/guardians being notified.

LOST/FOUND

Lost and found is located outside the Attendance Office. Any unclaimed items are given to a charitable organization.

BIKES, SKATEBOARDS, SCOOTERS, and MOTORCYCLES

No bikes, skateboards or scooters of any kind may be ridden on the Pacific Grove High School campus at any time, including before or after school. Bicycle parking is provided in the fenced bicycle rack next to the Student Union and bike rack behind the practice gym. Skateboard racks are located in front of the school outside the principal's office. All bikes and skateboards should be chained and/or locked into the racks. PGHS is not responsible for lost or stolen bikes/skateboards. Motorized scooters and Motorcycles must be parked in the student parking lot or on the street. Students may not carry skateboards or scooters throughout the day on campus or bring them into classrooms or to P.E.

PERSONAL PROPERTY

The school is not responsible for any personal property brought to school, i.e., bicycles, skateboards, cell phones, laptops, etc.

Parents/Guardians who wish to opt their student out of Open Campus during lunch must email the Assistant Principal to notify the high school.

Student Visitors: To preserve the learning environment and safety of the campus, student visitors are not allowed at Pacific Grove High School at any time regardless of circumstances. **Students may not visit with persons loitering near the school boundaries nor may items be exchanged from outside school boundaries onto campus.**

Off Limit Areas: Student and/or faculty parking areas; football or baseball fields; any area behind the gym and tennis courts; behind the I-Wing and the N-Wing. Students found in these areas on a first incident will be assigned a detention. On a second incident they will be assigned a Saturday School. The incidents are cumulative for the entire school year.

OPEN CAMPUS DURING LUNCH ONLY

Only Pacific Grove High School juniors and seniors are permitted to leave campus during the lunch break (**NOT during morning break**). Open campus privilege is available to students who have met the following criteria: have no truancies on record for any period or days for the current year, have not been suspended at any time during the year, and are up to date with community service. Students who qualify for the privilege of open campus and whose parent/guardian gave permission via Synergy will have an OPEN CAMPUS STICKER affixed to their student ID card. Open Campus can be lost due to habitual tardiness, truancies, and other discipline issues, especially suspension and behavior contracts per administrative discretion. **Students must be able to produce their ID card with the sticker when leaving and returning to campus.** Campus may be closed to anyone at any time when deemed necessary. **DOORDASH (or any delivery service) is NOT ALLOWED.**

CLOSED CAMPUS

Closed Campus is for all 9TH/10TH and ineligible 11TH/12TH graders at break and lunch. The Board of Trustees, as authorized by **CA Ed. Code 44808.5** and **PGUSD Board Policy 5112.5**, has established a closed campus at Pacific Grove High School with the exception of lunch break – **no student may leave campus during morning break.** **Students may not visit their vehicles during morning break** – all binders and school supplies need to be placed in lockers for access. Parent/Guardian permission is required for a student to leave campus. Students who violate the Closed Campus policy will be given a detention at the discretion of the Assistant Principal. A second offense may result in a Saturday School. **Once students who are finished with classes for the day have left campus, they may not return during school hours unless they have authorized school business (e.g. quiet study in the library).**

SCHOOL SAFETY AND CONDITIONS

Two campus supervisors patrol the grounds during the school day. The Pacific Grove Police Student Resource Officer and two administrators provide additional grounds supervision during break and lunch.

Safety drills are practiced during the school year to familiarize staff and students with emergency procedures. Security cameras have been installed at strategic locations to watch for vandalism and student behavior. The school grounds are maintained by the District ground crew, four custodians clean the classrooms and restrooms as well as light landscaping. Maintenance of facilities and heavy landscaping is done through the PGUSD maintenance staff.

SEARCHES

Students and their belongings, including lockers and vehicles parked on campus, are subject to search by school officials under any circumstances considered to be "reasonably suspicious." Other devices may be used such as metal detectors, breathalyzers, and safety dogs. The administration reserves the right to conduct random, unannounced searches by school administrators and/or safety dogs of: lockers, bags and vehicles parked on campus.

ATTENDANCE

The Administration and Staff of Pacific Grove High School believe if a student is absent from class, the educational experience lost during the absence is irretrievable. Interaction in the classroom setting can seldom be duplicated through make-up work. Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule appointments during non-school hours.

PERMITS TO LEAVE CAMPUS, PARENT/GUARDIAN REQUEST TO PICK UP

Students leaving campus prior to the end of their regular school day must have a parent/guardian email dgamecho@pgusd.org, provide a note from the parent/guardian or call 646-6590 BEFORE being picked up and prior to the student signing out in person with the Attendance Clerk. Any student, who leaves the campus without being properly signed out, will be marked as a cut.

Parents/Guardians should be prepared to provide ID when picking up their student.

CLEARING AN ABSENCE

Only a parent/guardian can clear an absence. **PGUSD Board Policy 5121.1** states a student has 72 hours in which to clear an absence. Failure to clear absences in a timely manner could result in truancy.

PHONES AND MESSAGES, DELIVERIES TO STUDENTS/CALLING STUDENTS FROM CLASS

Classroom interruptions jeopardize student learning, therefore **messages and items (flowers, gifts, lunches, clothes, etc.) from home cannot be delivered to classrooms**. Reminders for appointments or after-school activities should be made in advance. In the case of a medical or life-threatening emergency, where you must reach your child immediately or speak to someone immediately, dial 646-6590 or come to the main administrative office at Pacific Grove High School.

EXCUSED ABSENCES

The **State of California** considers illness, medical appointment, and the funeral of an immediate family member to be excused absences. Student absence for religious instruction or participation in religious exercises away from school property may be considered excused, subject to administrative regulations and law (**CA Ed. Code 46014**). Justifiable personal necessity may be excused with administrator approval. Seven excused absences are allowed per semester. In our effort to promote satisfactory attendance, parents/guardians may receive a message after any absence and can expect a notification if "excused" absences exceed 10% of the school days in the school year. If excused absences or tardies exceed 10% of school days in the school year, and a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

REQUEST FOR JUSTIFIABLE ABSENCE

The administration reviews all appeals. A **Justifiable Absence Form** can be printed from the district website, filled out completely, and turned in at least two weeks before the absence.

- See the Justifiable Absence Form for further details

UNEXCUSED ABSENCES / TRUANCY

Unexcused absences are absences that don't qualify according to **CA Ed. Code 48200**. Three unexcused absences/truancies in one year will result in a referral to the District Attorney's office.

- Any student who is absent from school, without a valid excuse, more than three (3) days, or absent or tardy in excess of 30 minutes on each of more than three (3) days in one (1) school year is truant. (**CA Ed. Code 48260**)
- In our effort to promote satisfactory attendance, parents/guardians may receive a message after any absence and can expect a notification if "excused" absences exceed 10% of the school days in the school year. If excused absences or tardies exceed 10% of school days in the school year,

and a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

EXTRACURRICULAR, CO-CURRICULAR, and FIELD TRIP ACTIVITIES ATTENDANCE REQUIREMENT

To practice or participate in an extra/co-curricular activity, field trip, or athletic contest on any given day, a student must be present in classes for **at least half of the instructional minutes of the day**. If a group/team is leaving for an event before school begins, a member must be in attendance the day before the event for at least half the instruction minutes of the day.

EMERGENCY CONTACT

In case a parent/guardian cannot be reached by telephone, only the people listed as emergency contact may be contacted. Please list three local contacts as emergency contacts and keep this information up-to-date.

TEMPORARY GUARDIANSHIP

Parents/Guardians need to make prior arrangements with the Counseling Office in person with Ms. Coe as to the name, address, and home telephone number of any temporary guardian. Please indicate the length of time the temporary arrangement will be in effect.

CHANGE OF ADDRESS, E-MAIL, OR LEGAL GUARDIANSHIP

All changes should be immediately registered in the Counseling Office, 646-6590. Proof of new residency will be required.

18 -YEAR-OLD RIGHTS

As an 18-year-old, you are considered an adult with all the responsibilities and legal rights of citizenship. Some of these rights include excusing your own absences, voting in State and Federal elections, and having sole rights to your educational records; however, **excusing yourself for a "senior cut day" is unacceptable and will be considered an unexcused absence (truancy) – if you call in an excused absence on such a day it will be expected you serve a Saturday School for the truancy.** You are no longer considered a minor, and compulsory education is no longer a requirement should you choose to discontinue your education. School sites have the right to terminate your enrollment and refer you to adult education if you do not follow the policies and rules of the school. In addition, you have the right to request your parents/guardians no longer have access to your student records. This process requires you to contact your counselor and fill out an 18-year-old rights form. When you complete this form, your parents/guardians will be notified and offered the opportunity to provide proof you remain a dependent for tax purposes. As long as you are claimed as a dependent, your parents/guardians may continue to access your student records.

TARDY POLICY

PGHS views punctuality as an important function for future college and/or career aspirations. Any student who arrives in class after the bell marking the beginning of class is considered tardy. Please be aware some teachers may define a tardy as not being in an assigned seat. The following consequences will be applied to discourage tardiness.

1 st , 2 nd & 3 rd Offense	Student comes to class late, marked tardy (unexcused). Warning.
4 th Offense	Email notice sent home. Possible teacher assigned detention.
5 th or 6 th Offense	DETENTION issued for next session. Upon teacher request - loss of activities. Student given date, time, and location of detention via on-site notification. Student and parent/guardian notified via email.
7 th or 8 th Offense	DETENTION issued for next session. Upon teacher request - loss of activities. Student given date, time, and location of detention via on-site notification. Student and parent/guardian notified via email. When requested by the teacher, student will meet with Assistant Principal.
9 th or 10 th Offense	SATURDAY SCHOOL issued for next session. Student given date, time, and location of Saturday School via on-site notification. Student and parent/guardian notified via email. *May lose PGHS extracurricular activity for one day (eg. Dance, Senior Activity, Team match or game, Club event, Representation on Dance/Cheer or Band event) per Administrative discretion.
11 th Offense & Beyond	SATURDAY SCHOOL issued for next session and Work Duty at Administrative Discretion. Student given date, time, and location of Saturday School via on-site notification. Student and parent/guardian notified via email. Meeting with the Assistant Principal. *Students who have neglected to serve Saturday School: one-time loss of extracurricular activity (eg. Dance (non-negotiable) , Senior Activity, Team match or game, Club event, Representation on Dance/Cheer or Band event) Possible loss of 1st period per Administrative Discretion. When requested, parent/guardian shadows student to 1 st , 2 nd , and/or 3 rd period to guarantee arrival and inform the attendance office the student arrived on time.

Detention is held every other Wednesday from 3:35 p.m. - 4:35 p.m. **Saturday School** is held twice a month from 9:00 a.m. to 11:00 a.m. **Students will have their tardies “zeroed out” with a fresh start for the second semester IF he or she has served all detentions and Saturday Schools issued for the semester.**

TRUANCY POLICY

- 1st Offense** **Staff will contact home regarding absence.**
- If verified truant, then **detention assigned** for each period missed.
 - Parent/Guardian Contacted
 - Administrator intervention; Attendance contract signed at the meeting
 - **LOSS of off-campus privilege for semester and/or following semester, if applicable.**
- 2nd Offense** **Staff will contact home regarding absence.**
- If verified truant, the student then meets with the Assistant Principal and a **Saturday School is assigned.**
 - **Re-establish loss of off-campus privilege for semester and/or following semester, if applicable.**
 - **LOSS of PGHS extracurricular activity for one day** (eg. Dance, Senior Activity, Team match or game, Club event, Representation on Dance/Cheer or Band event)
 - Administrator will meet with a counselor to determine if 1st period can/should be dropped
- 3rd Offense** **Message sent home**
- Referral to Assistant Principal – direct contact made by Assistant Principal to the parent/guardian – appropriate intervention noted in the discipline file.
 - **Saturday School assigned**
 - Continued discipline found in Step 2
 - When requested, the parent/guardian will shadow the student throughout the school day to ensure attendance.
 - **Monterey County D.A. Truancy Abatement Letter #1 generated**
- 4th Offense** **Message sent home**
- Direct contact with the parent/guardian made by an Administrator.
 - **All student privileges are taken away for the remainder of semester** (senior privileges, off campus at lunch, sports, dances, club activities, field trips, etc.)
 - When requested, the parent/guardian will shadow the student throughout school day to ensure attendance.
 - **Saturday school assigned**
 - **Monterey County D.A. Truancy Abatement Letter #2 generated**
- 5th Offense** **Message sent home**
- **Mandatory meeting set up with Administration, Counselor, parent/guardian, and student.**
 - When requested, the parent/guardian will shadow the student throughout school day to ensure attendance.
 - **Multiple Saturday schools assigned** and/or on campus suspension during lunch for multiple days
 - **Monterey County D.A. Truancy Abatement Letter #3 generated**
 - Parent/Guardian and student warned of D.A. notification

COUNSELING DEPARTMENT

Our Outreach Counselors are available to every student. Counselors provide a confidential, safe place for students. Services include:

- Student crisis
- Academic intervention
- Short-term coping skills for anxiety and depression
- Time and stress management
- Financial Aid Application (FAFSA)
- Referrals to community services
- Additional support for special populations

COUNSELING

- **Student Study Team (SST):** The SST Committee consisting of the Principal or Assistant Principal, counselor, teachers, parent/guardian and student, will meet to gather information and develop a plan of interventions aimed at assisting the student inside and outside of the classroom. Please contact the Counseling Department for additional information at 646-6590.
- **Outreach Counseling:** Free optional services for students needing support for any academic or at-risk behavioral health issue negatively affecting academics, including academic intervention check-ins, and program referrals and resources for drug/alcohol related suspensions. Students meet with a counselor as needed. Contact the Outreach Counselor at 646-6590.
- **Mental Health:** Free optional services for students needing support for mental health needs are made available by our on-site Mental Health Therapist. Contact the Mental Health Therapist at 646-6590.
- **Seaside Youth Resource Center:** Free programs available for all Monterey Peninsula youths, including drug/alcohol counseling with the Seven Challenges program. Other programs for mental/emotional health, truancy issues, employment support, and gang involvement are available for teens and parents/guardians. Contact the SYRC at 899-1105.

ACADEMIC COUNSELING/POLICIES

SEMESTER SCHEDULE

Freshmen students are required to enroll in a minimum of seven PGHS classes each semester. Freshman must include the following core courses in their schedules: English, History, Science, Math, and P.E. Sophomore students must enroll in the following

Sophomores and Juniors are required to take at least six classes per semester; required core courses: English, History, Science, and Math. Juniors concurrently enrolled in an MPC course may take five PGHS classes with counselor approval and confirmation of community college class registration.

Seniors are required to take at least five classes per semester. Seniors concurrently enrolled in an MPC course may take four PGHS classes with counselor approval and confirmation of community college class registration.

COLLEGE CLASSES FOR HIGH SCHOOL CREDIT

Students who choose to take dual enrolled classes during high school may do so under the following guidelines:

- MPC Dual Enrollment classes are offered at PGHS and on the MPC campuses.
 - Students receive a tuition waiver for all Dual Enrollment classes.
 - Grades earned in Dual Enrollment classes will be recorded on the students' permanent college transcripts.

- In order to register for Dual Enrollment classes, students are required to complete a Dual Enrollment form with a signature from the school counselor, assistant principal, or principal.
- Students must request the college send transcripts to the high school in order for credit to appear on their high school transcripts.
 - All three-credit classes at the college level will be worth ten high school credits.
 - College courses worth less than 3 credits will be awarded 2.5 high school credits.

SELECTION CRITERIA FOR VALEDICTORIAN/SALUTATORIAN

The standard for being recognized as the valedictorian and salutatorian are as follows:

- Grade points shall be determined by average of grades earned in the following courses: English (35 credits), Social Science (35 credits), Science (20 credits, one year - life and one year - physical), Mathematics (30 credits), Fine Art or Foreign Language (10 credits) and electives (45 credits).
- Grades earned in online high school classes will not be considered. Up to ten credits per subject area earned in Community College Dual Enrollment classes will be considered in the calculations, but no additional honors grade point will be added. Courses transferred from an accredited high school where the student previously attended will be eligible for inclusion in the calculations.
- Credits must total 175 and all the categories above must be completed by the end of the first semester in senior year. No course work completed during the second semester of senior year will be included in the calculations.
- Student candidates for academic recognition must have attended PGHS for at least the three previous, consecutive semesters: The entirety of junior year and Fall/Semester 1 of senior year.
- Students with the highest average shall be determined to be valedictorian. The student with the second highest average shall be determined to be salutatorian.

2023-2024 Standardized Test Dates

College Board SAT (anticipated)	ACT	CAASPP – Smarter Balance ELA/Math/Science	AP Tests
August 26	September 9	11 th Grade English Language Arts (ELA) Math Science (CAST) April 22-26	Government
October 7	October 21		Physics C Mechanics
November 4	December 9		Calculus
December 2	February 10		Human Geography
March 9	April 6		Eng. Lit
May 4	June 8		US History
June 1	July 13		Computer Science A (Last day for Studio Art Portfolio)
PSAT/National Merit Scholarship Qualifying Test (NMSQT)		Phones/iPods/iPads/technology of any kind are not allowed during testing. All technology should be left in one's locker/car BEFORE testing begins or technology will be collected and given back at the end of the school day.	Env. Sci.
			Spanish
			Psychology
			Eng. Lang.
			World History

<ul style="list-style-type: none"> ● Primary test day: October 11 ● Saturday test day: October 14 ● Alternative test day - October 25 		<p>French</p> <p>Statistics</p> <p>College Board update: We expect that 2024 AP Exams will be administered during the first two full weeks of May 2024, with late testing occurring during the 3rd week of May.</p>
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CA Assessment of Student Performance and Progress (CAASPP)/Smarter Balanced Testing (SBAC)

SBAC testing is administered to students in grade 11 (CAASPP) every year. These are state-mandated tests. It is vital all students participate and give their best efforts. Results from CAASPP testing will be one of the criteria used to determine eligibility for honors and AP classes at PGHS. Additionally, results from CAASPP can be forwarded with student approval to CSU or California Community Colleges (CCC) that accept them. These assessments provide feedback if juniors are “college ready” in English and Math, and may save students time after high school graduation if they are required to take an admissions placement assessment in English and Math.

ALTERNATIVE EDUCATION PROGRAMS

Alternative Education Programs through Pacific Grove Community High School and/or Summer School are available to students needing an alternative educational setting or credit recovery. The first step is to arrange an appointment with your student’s counselor at Pacific Grove High School. Any student who is severely credit deficient may be alternatively placed in Pacific Grove Community High School. An Alternative Placement form must be obtained through the student’s counselor.

Students at Community High School may return to PGHS at the beginning of a semester, only after attending an entire semester at PG Community High School. Students must take all required classes normally associated with the semester in which they return and be on track to graduate.

SUMMER SCHOOL CREDITS and CREDIT RECOVERY

PGHS Summer School offers courses for Credit Recovery only. Courses cannot be used to take a class for original credit. Courses taken for credit recovery in Summer School will not replace the previously failed course. Both the classes and the grades earned in those courses will be published on the PGHS transcript.

SUPPLEMENTAL ONLINE HIGH SCHOOL COURSES

To earn a PGHS diploma, students are required to take all courses required for high school graduation at PGHS or as Dual Enrolled course work. Students may elect to take additional, supplemental courses at accredited online high schools.

It is the responsibility of the student to confirm online courses not provided by PGUSD are accredited, UC A-G eligible, and transferable. Students are required to arrange online exams in accordance with the individual requirements of the online course.

To add supplemental courses to the PGHS transcript, send official transcripts to the PGHS registrar, Johanna Biondi at jbiondi@pgusd.org.

NON-GRADUATES

Students not graduating with their class must complete all requirements prior to the first day of school of the following school year to be granted a diploma or Certificate of Completion from Pacific Grove High School.

GRADES/REPORT CARDS

Semester report cards are mailed to the parent/guardian's place of residence. The final report card of the year will be mailed home in the month of June.

- **Incomplete Grades:** An incomplete grade is reserved for a student who has a school authorized absence and has not had the opportunity to make up the work prior to the end of a grading period. An incomplete grade must be cleared within **10 school days** or it will automatically become an "F"; for 4th quarter grades, permission is required from instructor(s) for any extension beyond 10 days into the summer break and agreement made for when work will be turned in and final assessment provided.

RELEASE OF STUDENT INFORMATION

Federal law requires schools to release the following student information when requested by Armed Forces Recruiting representatives: student's name, address, telephone number and date of birth. No other information will be released without the consent of the student or parent/guardian. **To 'opt out' of consent to release student information to Armed Forces Recruiting Representatives, parents need to complete the designated statement during the PGHS online registration process each year.**

DEBTS AND FINES

In order to receive a diploma, a student must satisfy all graduation requirements and have cleared all debts and fines (**CA Ed. Code 48904(a) (1) and (b) (1)**). *Fines for lost books or late books should be paid to the Librarian.*

TRANSFER OUT OF SCHOOL

Parents must notify the school before withdrawing from Pacific Grove High School and provide the name of the student's next school to the Counseling Office. All fines and charges must be cleared before the withdrawal process can be completed and permanent records forwarded to another school.

CLASSROOM ACADEMIC POLICIES

CLASSROOM DISCIPLINE

The classroom teacher, under state law, is given the authority to act in place of the parent/guardian during time the student is under the teacher's direction. To maintain a manageable classroom, teachers may use a variety of methods to redirect students' behavior. Strategies may include, but are not limited to, the following:

1. Confer with the student and explain the school behavior policy.
2. Take away privileges enjoyed by other students.
3. Contact the parents/guardians so concerted action can be taken to mutually correct the inappropriate behavior patterns of the student.
4. Give student detention as authorized by state law (**CA Ed. Code 44807.5**).
5. Suspend the student up to two days from class (**CA Ed. Code 48910**).
6. Refer student to school administration for behavior correction during class with expectation to return later in the period and/or for further discipline (detention or Saturday school) after class has ended for the day.

Students may be required by their teachers to restore cleanliness to a classroom following any instructional activity (break time or lunch) that created physical disorder in the classroom or to any area on school premises in which students littered or disrupted the cleanliness during lunch and break.

HOMEWORK POLICY

In general, homework assigned at the high school level is expected to require approximately thirty minutes per academic class or approximately two to three hours of the student's time outside of the school day on a regular basis; however, students who choose to enroll in honors or AP courses may expect a significant increase and course load should be discussed with parents/guardians. Homework may be specific to the content of a subject and is expected to incorporate reading, writing, critical thinking, and independent study skills development and application (**PGUSD Board Policy 6154**).

PGHS understands the amount of homework for some will be an ongoing struggle; for those students we recommend the following:

- 1) Start as early as possible so questions can be sent to teachers via email, Google Classroom, or in person.
- 2) Use the provided PGHS planner to write down assignments/due dates and/or use an app for time management.
- 3) Utilize time provided in classes and ask peers and staff questions before leaving campus.
- 4) Attend after school tutoring.
- 5) Remove all electronic devices that may disrupt you – especially cell phones!
- 6) Speak with your teacher(s) privately if there are consistent or excessive homework assignments that demand longer minutes/hours than usual.

MAKE UP WORK

Make-up work is defined as all classroom work and exams. Homework is the work assigned by a teacher to be completed outside of the classroom.

- **Responsibility: Students are responsible for requesting and completing make-up work and homework after an excused absence.**
- **Suspension:** Students may request make-up work and homework from their teachers upon returning to school after the period of suspension is over. The make-up work will be graded, and the student will receive credit for the work. If the student is suspended for longer than one day, the parent/guardian may request a homework packet via the Main Office that can be picked up by the parent/guardian between 7:30 a.m. and 4:30 p.m. (The suspended student is not allowed on campus during the period of suspension.) **This homework will be due to the teacher upon return to school.** In lieu of requesting homework during the time of a suspension longer than one day, the student would contact the teacher upon return to school and receive their assignment and a due date for the missed work at that time.
- All students are encouraged to get information about classroom work and homework by calling friends, or by checking Google Classroom for assignments when made available by particular teachers in this manner.
- **Final Exams: Students are responsible for contacting the school and arranging to make up final**

exams. Students missing final examinations will receive an incomplete on their report card. An incomplete grade not made up within **10 school days** will become an "F."

WRITING AND PLAGIARISM

Plagiarism is a direct violation of intellectual and academic honesty. Plagiarism refers to *representing someone else's words or ideas as one's own*. The most extreme forms of plagiarism are the use of a paper written by another person or obtained from a commercial source. The use of a paper/essay made up of passages copied word for word without acknowledgment may be plagiarism. In none of its forms can plagiarism be tolerated in an academic community. Plagiarism may constitute grounds for a failing grade.

ACADEMIC DISHONESTY/CHEATING

Pacific Grove High School considers cheating to be a voluntary act for which there is no acceptable excuse. The term "cheating" includes, but is not limited to:

1. Plagiarism – including copying another student's work (homework, classwork, writing, quiz and/or test)
2. Receiving or knowingly supplying unauthorized information (homework, classwork, or quiz/test)
 - Theft of assessment/supplying copy of assessment not authorized by instructor or student
 - Sending text/email/other electronic means with picture of answers/assessment
3. Using unauthorized material or sources for course work/during an examination
4. Changing an answer after work has been graded and presenting it as graded
5. Forging or altering grade book/roll sheet information
6. The public posting of any class material - quizzes, tests, writing assignments, homework, etc. - should not be done without specific permission from a teacher.
7. Any of the above is considered academic dishonesty.

Frequency of Offense	Consequence (*teacher syllabus may state further requirements)
1st Offense	* Zero on assignment
	* Parent/Guardian Notification by staff via email or phone
2nd Offense	* Zero on assignment
	* Saturday School
3rd Offense	* "F" for the class per Admin. discretion
	* Saturday School or Possible Suspension

LOCKER ROOM THEFTS

It is recommended that students have their clothes and personal possessions locked in the locker room. All PE students must have a lock registered with the PE department. The student must bring a combination lock and report the combination to the teacher. The school is not responsible for lost or stolen articles in the locker room. Students are not allowed to leave their personal possessions or backpacks unlocked in the locker room or fitness areas. A room is provided for students to lock their backpacks.

STUDENT SERVICES

STUDENT IDENTIFICATION

All students will be issued a student I.D. card at the beginning of the year. Students must carry this I.D. on campus and present it to school personnel when requested. Replacement I.D. cards are free. ID must be shown to administration, staff, or campus supervisors when leaving campus.

STUDENT DRIVING/PARKING PERMITS ON CAMPUS

Student parking is available on campus. School administration reserves the right to revoke parking privileges at any time. Any vehicles parked outside of designated areas are subject to citation and/or towing. **For safety and security reasons, Pacific Grove High School has the following vehicle guidelines students must follow:**

- All students **must register their vehicle and receive a free parking placard** from the Student Store.
- During school hours, the parking lots are **off limits to all students** (unless they have administrative permission or are leaving campus for the day). Student cars cannot be used as a locker.
- Vehicles must travel **no more than 5 MPH while on campus**
- **Any student, who is observed speeding, driving recklessly, driving on school property or who is parked illegally will be referred to the police department for citation and will be subject to school discipline measures. In addition, violators may have his or her parking privileges revoked.**
- Any vehicle parked on campus is subject to search by school officials.

LOCKERS

Each new student will be assigned a locker, typically in a hallway according to their graduating class, prior to beginning the school year. Students assigned a locker from a previous year will keep the same locker for the subsequent years. **Do not keep valuables in lockers over vacations, weekends or overnight -- this includes textbooks. Do not give out locker combinations or share lockers.** The school is not responsible for items missing from student lockers. Lockers may be inspected by school authorities in the interest of maintenance or health and safety. If you forget your combination, go to the Student Store.

WORK PERMITS

CA Ed. Code 12259 states a permit to work is necessary for all minors 14 through 17 years of age. Applications for work permits are available on our website under the Student Tab and in the Student Store. Work permits must be completed before the actual work permit can be issued. If you have any questions go to the Student Store.

LIBRARY/TEXTBOOKS

The PGHS library is open from 8:00 a.m. to 4:00 p.m. for students who wish to check out library books and textbooks. **CA Ed. Code 489904b** will be enforced if library and/or textbooks are damaged or not returned: "...property loaned to a pupil and willfully not returned upon arrangement...may, after affording the pupil his or her due process rights, withhold grades, diploma, and transcripts of the pupil...until the pupil...has returned or paid the damage..." Students will be issued only one set of textbooks unless a written request is received asking for a second set of textbooks for home use. Lost textbooks must be paid for before a student is issued another textbook. Students will not be allowed to check out a textbook for a period of a day if they have left their copy at home. Students may borrow a textbook to study or do homework while in the library. Students using the library during class time are required to have a pass from their teacher. Computers are available with access to the Internet. Students must have a Technology User Agreement on file with the library in order to use the Internet. No food or drink is allowed in the library.

TECHNOLOGY USER AGREEMENT

In order for students to access computers on campus, including the internet, all students must have a user agreement on file with the library (online form through Synergy). These agreements will also be available to students at the beginning of school. Violations of the agreement will result in a referral. The first offense will result in loss of privileges for 30 days; a second offense will result in loss of privileges for the remainder of the school year. All costs incurred due to damage will be billed to the student.

The public posting of any class material - quizzes, tests, writing assignments, homework, etc. - should not be done without specific permission from a teacher. Any of the above is considered academic dishonesty.

SCHOOL PROPERTY

Students are responsible for any school property they use. Students should write their full name on the inside cover of textbooks to identify the borrower; this will also help textbooks get back to the correct students when they are misplaced or borrowed.

BUS TRANSPORTATION

In an effort to increase student bus ridership and reduce vehicle congestion at our schools, Pacific Grove Unified High School District provides bus transportation for the following fees:

1 student	2 students
\$100/yr	\$150/yr
\$80/semester	\$120/semester
10 Day Punch Pass: \$10	

You may download a transportation application from the district website at pghigh.pgusd.org or retain one in the Main Office. Bus routes can be obtained at the District Office and are subject to change.

BUS PRIVILEGES

Students behaving in an inappropriate manner may have their bus riding privileges revoked. All school rules apply.

FOOD SERVICES

CA Universal Meals:

The Food Service Department is committed to providing students with nutritious meals and is aware of the importance and impact good nutrition has on student learning and achievement. We are happy to offer free school meals in SY 2023-24. We will make available one (1) breakfast meal and one (1) lunch meal to every PGUSD student every school day.

- A reimbursable breakfast meal consists of an entree, fruit and/or vegetable and optional milk.
- A reimbursable lunch meal consists of an entree, fruit, vegetable, and optional milk.

If the student wishes to take milk to complement their meal from home, we encourage the student to take two more food items to make the meal free and reimbursable. Otherwise, the student will have to pay for milk individually.

- A reimbursable breakfast or lunch meal consists of three of the five food items offered. ○
Choose three items from milk, fruit, vegetable, protein, and grain (one item must be fruit/vegetable).
- A student may also choose all components offered at each meal.

Meal Application:

The District encourages each household to complete a meal application every school year *on or after July 1* as the previous year’s eligibility expires 30 days into the new school year. While a meal application is not required to receive free school meals, your household may qualify for education benefits or reduced utility and broadband rates if you qualify for free or reduced-priced meals by completing a meal application.

[Online meal applications](#) are available during registration as well as on the District [website](#) throughout the year. Paper applications are available at school offices and the District Office. We encourage online meal applications to ensure all fields are completed accurately. Completed meal applications will be processed within 10-business days of receiving and a notice of eligibility will be sent via mail or email.

Meal Account:

Every student has a meal account automatically linked to his/her name and student ID number. The meal account is a DEBIT account, not a credit account. At the time of receiving a meal, the student will need to input

their student ID number into the Point of Sales. A reimbursable meal will be provided at no cost to the student. If a student wishes to purchase a la carte items, an additional entree, a second meal, or individual milk there must be sufficient funds at the time of purchase.

Payment & Refunds on Meal Account:

- Cash or check payments can be made out to PGUSD Food Services and can be dropped off at the school sites or District Office.
- Online Pre-payments: Pre-payments for a la carte items via credit/debit card can be made on [Titan Family Portal](#) and will be automatically updated on the student's account.
- Refund requests may be made by contacting the School Nutrition Director.

COMMUNITY SERVICE

- Class of 2022, 2023, 2024 will need to earn 36 hours of community service to earn their high school diploma.

PGUSD recognizes the importance of community service and values the experience for our students. Ms. Light can provide a variety of resources to help students earn their community service credit. Ms. Light can be reached at jlight@pgusd.org. The link to the [Career Center webpage](#) contains information about Community Service.

HEALTH SERVICES – Use of Prescriptions and Over-the-Counter Medications

In compliance with **CA Ed. Code 49423**, when an employee of the school district gives medication to a student, the employee must be acting in accordance with the written directions of a licensed California physician and with the written permission of the student's parent or legal guardian. **Parents/guardians must provide prescription and/or over-the-counter medications in the original container labeled by a California pharmacist.** These authorizations must be renewed whenever the prescription changes or at the beginning of the new school year. A prescription label on the container is not acceptable as a physician's statement. Over-the-counter medications will be given only if prescribed by a physician or dentist and are NOT allowed to be carried by students or left in vehicles. **Please do not send medication to school with your student if we do not have a medication release form completed by you and your doctor.** This form can be obtained at the Health Office and should be returned to the Health Office. If possible, discuss with your physician the possibility of arranging medication times during out-of-school hours. If a student has a condition which could result in an emergency situation during the school day, please contact the Health Assistant at 646-6590 x6212 to develop a specific emergency plan to attach to the student's emergency card.

Students who become ill at school will be sent to the Health Office to determine if they need to be checked out of school. Prior to releasing a student, the Health Office must make parent/guardian contact, notifying the parent/guardian the student needs to be picked up or is being sent home. If no parent/guardian contact can be made, the student must remain at school. In cases of emergency, paramedics will be called and parent/guardian notified as soon as possible.

STUDENT HEALTH (related to parent/guardian)

You have the right as a parent/guardian to be informed that school authorities will notify students in grades 7 to 12 that they may be excused from school for the purpose of obtaining confidential medical services without your consent. **(CA Ed. Code 46010.1)**

REPORTING ACCIDENTS

Anytime a student is injured on campus, he/she should report the injury to his/her teacher, the health assistant/nurse, or administration immediately. Accident report forms are available in the PGHS main office.

DAILY BULLETIN

Each day the bulletin is read to the entire student body which includes announcements of important school events and deadlines. The daily bulletin may also be viewed on the school website at pghigh.pgusd.org. Students should pay close attention to these announcements for information of interest and importance to them.

ACTIVITIES

A.S.B.

The Student Store handles activities and provides services to students during the school year. The Student Store sells A.S.B. stickers (see below), dance tickets, P.E. clothes, yearbook, and Breaker Spirit wear. A.S.B. elections occur annually in April. (Please refer to pghigh.pgusd.org to view the A.S.B. Constitution)

A.S.B. EXECUTIVE OFFICERS	CLASS OFFICERS	AS.B. OFFICERS
<ul style="list-style-type: none"> ● President ● Vice President ● Secretary ● Treasurer 	<ul style="list-style-type: none"> ● President (Exec Members) ● Vice President ● Secretary ● Treasurer 	<ul style="list-style-type: none"> ● Rally Commissioners ● Athletic Commissioner ● Publicity Commissioner ● SPSA Rep(s) ● Renaissance Commissioner ● Noontime Commissioner ● Alumni Liaison

A.S.B. STICKER

An A.S.B. Sticker entitles students to discounts on admission to dances and other school-related activities. Stickers can be purchased in the Student Store. The money raised helps to support dances, assemblies, Homecoming events, Renaissance Awards, Breaker Buddies, and the Student Voices Talent Show.

CLUBS / ORGANIZATIONS

Pacific Grove High School offers a wide variety of co-curricular opportunities for all students. Student clubs and organizations have been established in conjunction with students' requests and availability of qualified sponsors and advisors. A list of active clubs is available in the Student Store and online. Students who would like to start a club must find a teacher advisor to host meetings, download a Club Charter form, and turn it into the student store for A.S.B. approval.

DANCES

Tickets for semi and formal dances should be purchased prior to the event. Only a Pacific Grove High School student and approved guest will be admitted – each PGHS student is allowed one guest. Middle School students or individuals older than 20 years of age are not eligible to attend Pacific Grove High School dances. Guest forms must be turned in to the student store by no later than Wednesday of the week of the dance. No visitors will be admitted without a guest pass. Visitors are accountable for the rules and regulations. All school rules apply. Students will not be readmitted to a dance once they leave. Dress for school dances must be appropriate for school and follow the Dress Code (pg. 11). Additional rules may accompany a particular event. Hours of high school dances will be from either 7:00 p.m. - 10:00 p.m. unless otherwise set by the Associated Student Council with the approval of the Principal or Principal's designee. All students and guests entering a Pacific Grove High School dance may be breathalyzed at any time during the event and/or upon exiting.

BEHAVIORAL ELIGIBILITY REQUIREMENTS FOR STUDENTS IN GRADES 9, 10, 11, 12

Students suspended from, expelled from, or on suspended expulsion status (probation) at a District school are ineligible to attend or participate in any extracurricular or co-curricular activities, regardless of their academic standing with the District, during the entire period of the student's suspension, expulsion, or suspended expulsion status. In addition, student eligibility may be removed by the site administrator as part of a disciplinary action.

RENAISSANCE PROGRAM

Pacific Grove High School has a student recognition program which showcases student achievement and provides encouragement for students to improve academics, attendance, and attitude. A series of awards are used, including certificates, pins (depending on achievement), and block letters.

ATHLETICS

Pacific Grove High School Breakers are a member of the Pacific Coast Athletic League. We offer the following athletic programs:

<u>Fall</u>	<u>Winter</u>	<u>Spring</u>
Football	Boys Basketball	Softball
Girls Volleyball	Girls Basketball	Baseball
Cross Country	Boys Soccer	Track & Field
Girls Golf	Girls Soccer	Boys Golf
Cheerleading	Wrestling	Swimming/Diving
Dance Team	Cheerleading	Boys Tennis
Girls Tennis	Dance Team	Lacrosse
Boys Water Polo		
Girls Water Polo		

CONDUCT AND BEHAVIOR

As athletes in high school, you are representing yourself, parents, school, and community and are expected to conduct yourself properly at all times. Because of this, misconduct by an athlete will not be tolerated. The Athletic Code is in effect from the first CIF sanctioned practice (August) through the last contest of the year. Athletes are responsible for compliance whether they play during one or all seasons.

ATHLETIC CODE

Pacific Grove High School is a member of the Pacific Coast Athletic League and is governed by the League and CIF Constitution. The CIF Blue Book Rules and Regulations, as well as PGHS Student Athletic Agreement will govern athletic participation. Athletes will be the direct responsibility of the head coach of that sport and their assistants.

Parents/Guardians and athletes will follow team rules set forth by the coach and this Athletic Code and agree they will read and abide by the guidelines presented on the Athletic Agreement.

All players and spectators are required to follow the CIF rules of good sportsmanship: No berating opposing school's team or mascot, no obscene gestures or cheers, no negative signs, noisemakers, or complaints about the officials' calls are allowed. **The administration, as part of its responsibility to maintain order and a true spirit of sportsmanship, has the right and the duty to eject any person whose behavior, verbal or physical, does not comply with the above.** Further, the administration has the right and the duty, if a situation is generally out of hand, to do any of the following:

- clear the gym or stands to allow the athletic contest to go on;
- stop the game;
- schedule the game as a closed event without spectators

SCHOLASTIC ELIGIBILITY AND GRADES

According to **PGUSD Board regulation**, all students in grades 9 through 12 must meet the following standards for extracurricular and co-curricular eligibility, as well as off-campus privileges.

A student (including incoming freshmen) must:

1. Maintain an unweighted GPA of 2.0 or above (on a scale of 4.0) for all courses attempted during the previous grading period (quarter or semester).
2. Must be currently enrolled in at least 25 semester credits of classwork. This may be reduced to 20 semester credits (CIF rule) under special situations such as enrollment in a local college if approved by the site administrator for students who have accrued excess credits and are on course for graduation.
3. Passing in the equivalent of at least 20 semester credits of work at the completion of the most recent grading period.
4. Make satisfactory progress toward graduation in accordance with the standards indicated below. Progress and GPA's will be determined by the grades earned at the end of each grading period (quarter

or semester). Students not at an appropriate credit level (freshmen 0-50, sophomores 51-110, juniors 111-170 and seniors 171+), at the end of the year may gain eligibility through a written plan developed with a counselor and approved by the principal.

5. A student who fails to meet these requirements each grading period is scholastically ineligible to participate in extracurricular, co-curricular activities and loses off-campus privileges. This ineligibility lasts until the completion of the following grading period (quarter or semester). There are no appeals to this policy.

6. All students shall become eligible or ineligible five school days following the end of each grading period (quarter or semester).

7. In order to practice or participate in after-school activities/sports on any given day, a student must be present in classes for at least half of the student's instructional minutes of the day or the day previous to the activity/sport if the club/team leaves before school is in session. Any and all exceptions must be cleared through the Principal.

C.I.F. (CALIFORNIA INTERSCHOLASTIC FEDERATION) ELIGIBILITY

All California Interscholastic Federation/Central Coast Section (CIF/CCS) requirements apply to all games including practice, interscholastic scrimmage, league, tournament and play-off games. A student athlete must:

- Be scholastically eligible
- Have reached the ninth grade
- Since entering the ninth grade, not be your ninth semester of attendance
- Show proof of medical coverage
- Abide by specific team rules and regulations
- Final clearance to participate is granted from the Athletic Director.
- Not have turned 19 prior to June 15, shall not participate or practice on any team in the following school year
- Participate in no more than four seasons in the same sport after enrolling into the ninth grade
- Meet residence requirements or file an Application for Residential Eligibility if you transferred from another school without an inter-district transfer
- Meet attendance requirements
- Meet citizenship requirements
- Maintain amateur standing
- Not have participated in any tryout for a professional team
- Not compete on outside teams during the season of sport
- Maintain in your school files an annual physical examination card (Athletic Agreement) certifying you are physically fit to try out and/or participate in athletics. Physical must be on approved form by the PGUSD Board of Education (<https://athleticclearance.com/>)
- Show proof of medical coverage
- Not participate on the Varsity Football team until you have reached your 15th birthday unless certified by a doctor and granted written approval by a commissioner of C.I.F.
- Complete the Athlete's Code of Ethics
- Questions should be directed to your school coach and/or Athletic Director

C.I.F. CODE OF ETHICS

As an athlete, I understand it is my responsibility to:

- Place academic achievement in the highest priority
- Show respect for teammates, opponents, officials and coaches
- Respect the integrity and judgment of game officials
- Exhibit fair play, sportsmanship and proper conduct on and off the playing field
- Maintain a high level of safety awareness
- Refrain from the use of profanity, vulgarity and other offensive language and gestures
- Adhere to the established rules and standards of the game to be played
- Respect all equipment and use it safely and appropriately
- Refrain from the use of alcohol, tobacco, illegal and non-prescription drugs, anabolic steroids or

any substance to increase physical development or performance not approved by the United States Food and Drug Administration or Surgeon General of the United States or the American Medical Association

- Know and follow all state, section and school athletic rules and regulations as they pertain to eligibility and sports participation
- WIN WITH CHARACTER, LOSE WITH DIGNITY.

TRANSFER STUDENTS

A transfer student who was scholastically eligible at the school of previous enrollment, but fails to meet PGHS' eligibility requirements, shall be placed on probationary status until completion of one complete (quarter or semester) grading period and remain eligible to participate in interscholastic athletics during the probationary period. A transfer student who does not achieve said educational progress as defined in the above requirements during the probationary period shall not be allowed to participate in interscholastic athletics the subsequent grading period. Transfer students who are suspended or expelled from another school, or are on suspended expulsion status (probation) at another school at the time of their transfer to a District school, are ineligible to participate in any extracurricular or co-curricular activities regardless of their academic standing during the entire period the Transfer Student's suspension, expulsion, or suspended expulsion status.

EQUIPMENT

Athletes are financially responsible for any school-owned equipment utilized or rented out by the athlete. Athletes are expected to demonstrate reasonable care of such equipment, and any misuse or abuse of such, will be the financial responsibility of the athlete. Any lost or unreturned equipment or uniforms will result in a fine assessment, loss of campus privileges, and academic hold of grades, diploma, and/or transcripts until such time as reimbursement is made.

VIOLATIONS OF SCHOOL DISCIPLINE POLICY/GAME BEHAVIOR

Athletes are expected to display exemplary behavior in class and on campus, as well as set an example for all students to follow, showing respect for all coaches, teachers, officials, spectators, school facilities and equipment. Therefore, serious violations of school discipline – fighting, for example – may put the student at risk of discipline, including temporary or immediate termination of athletic participation. If an athlete is ejected from a game, the coach will discipline the student(s) according to school, CIF and team regulations. A written report will be filed following the game with the school's administration. CIF's mandate states the athlete not be allowed to play or be present at the next scheduled contest. School administration reserves the right to discipline the athlete further. All ejected athletes will have a consultation with an administrator before being allowed to compete again.

QUITTING A SPORT

There is a distinct difference between "quitting", being "dropped", and being "cut" from a sport. If you, as an athlete, quit a sport, the right to return to that sport later may be restricted by the athletic department. Proper communication and returning of equipment to the coach is required. Any student who decides to quit an athletic team after the first league contest will not be allowed to join another team/sport until the first team/sport has completed the final CIF contest for which it is eligible.

RESIDENCE ELIGIBILITY

Any student who is planning to move, has recently moved or whose parents/guardians have moved, should notify the Athletic Director's office for CCF information on his/her status of eligibility. All incoming transfer students must be cleared by CCS before competing at any level.

TRANSPORTATION

All athletes are expected to follow school and transportation rules set forth by the district and the transportation company that is utilized.

INSURANCE

It is required that all students be covered for accidents under their family health insurance. Pacific Grove Unified School District **does not** carry insurance to cover individual accidents and cannot be responsible for accidents beyond our control. The school does offer a low cost accident insurance that can be purchased from Myer-Stevens (forms available in the Main Office). Athletes are required to have health insurance, either a family's current coverage or Myers-Stevens coverage. The coverage for all sports other than football is very inexpensive and is **highly** recommended to complement any current coverage a student may have.

IF YOUR FAMILY ALREADY HAS INSURANCE – Your insurance may cover your athlete during their activities. It does not matter where the event is, whether it is at a home event or at another school. This insurance information needs to be put onto the Athletic Emergency/Medical Information & Participation Form. The bottom section of this form asks for Family Health Insurance Company, Policy I.D. # and whether your insurance covers football. If your athlete is playing football, you will need to call your insurance company and double check to make sure it covers them for the sport of football. On the lines provided, you will need to provide the insurance company name and your policy number. **If the policy number is not present, then your athlete will not play.**

IF YOUR FAMILY DOES NOT HAVE ANY INSURANCE – Your family will need to purchase insurance. Contact the main office or athletic department to obtain the necessary insurance forms. Read through them and decide which policy you would like to purchase. The most recommended and lowest cost plan you can purchase for minimum coverage is the *School Time Accident Plan*. This will cover your athlete during any type of school activity at any time and any place. However, if your athlete is going to play football, extended coverage must be purchased. The most recommended and lowest cost plan you can purchase for minimum coverage is the *Interscholastic Tackle Football Accident Plan*. This covers athletes during football games, activities and practice. For either plan, you will need to include a check or money order made out to Myers-Stevens & Toohey & Co. Complete the order form but **DO NOT SEND IN THE FORM**. Send the form with your athlete and their completed physical packet back to the Athletic department and the Athletic Director will forward it to the insurance company. Once the school receives the form, your athlete has instant coverage. Sending forms to the company could take 2-4 weeks for coverage to begin.

ATHLETIC AGREEMENT

SPORTSMANSHIP

Sportsmanship is the utmost priority of PGHS. Student athletes will exhibit sportsmanship behavior before, during and after all athletic practices and competitions. Any athlete who initiates or participates in a verbal or physical assault on an official, opposing coach, spectator and/or player shall be disciplined as follows:

The following reflects the PGHS Athletic Agreement signed by both athlete and parent/guardian.

FIRST VIOLATION:

1. Conference with athlete, Administrator, Athletic Director, and parent/guardian. Athletes may practice pending judgment of the violation. (If evidence shows justification, go to step 2.)
2. Investigate and go to step 3 if justified by the investigation.
3. Suspended from team participation and athletic competition for a minimum of one week. (Administrator will determine duration.)

SECOND VIOLATION:

1. Conference with athlete, Administrator, Athletic Director, Counselor and parent/guardian. Athletes may practice pending judgment of the violation.
2. Investigate and go to step 3 if justified by the investigation.
3. Suspended from all athletic participation for a minimum of five weeks. (Administrator will determine when the athlete is once again eligible.)

THIRD VIOLATION:

1. Conference with athlete, Administrator, Athletic Director, Counselor and parent/guardian. Athletes may practice pending judgment of the violation.
2. Investigate and go to step 3 if justified by the investigation.
3. Suspended from all athletic participation for the remainder of the school year. (Administration will determine when the athlete is once again eligible.)

The student athlete will also understand that due to the nature of the violation, a School Administrator may suspend him/her from team participation indefinitely, even if it is a first violation.

PGHS ALCOHOL-TOBACCO-DRUGS USE POLICY (For Athletes)

Participation in PGHS and CCS sanctioned sports is a privilege and responsibility which requires all participants to adhere to athletic training rules imposed by the school district. Adherence to training rules ensures all student-athletes are in top physical condition, minimizing the potential for injury and further ensures athletic teams are appropriately represented by their student-athletes. Therefore, the possession or use of any controlled substance, (**CA Ed. Code 48900**) including, but not limited to, alcohol, tobacco, marijuana, hallucinogens, barbiturates, amphetamines, anabolic steroids, inhalants, e-cigarettes, vaping devices or any kind of intoxicant by a student-athlete who is engaged in an extracurricular sport, whether it occurs on or off of school property, is prohibited and shall result in the penalties set forth by the coach of each team, the Athletic Director and/or PGUSD.

FIRST VIOLATION (possession, use, or sale) - If evidence shows justification, go to step 2 or 3:

1. Conference with athlete, Administrator, Coach, if available, and parent/guardian.
2. Ineligibility from team competition for **three contests** – student may practice with the team; however, sale of any substance results in termination from athletics for the remainder of the year, including sales made off campus with information provided by law enforcement or through administrative investigation.
3. Completion of an approved drug/alcohol-counseling program. Once the athlete fulfills these requirements and sits out for three contests, he/she is fully eligible to participate with the team. The counselor will verify the completion of the drug-alcohol counseling program and an administrator will make a final decision on eligibility.

SECOND VIOLATION (possession, use, or sale) - If evidence shows justification, go to step 2 or 3:

1. Conference with athlete, Administrator, Athletic Director, Coach, if available, Counselor and parent/guardian. If evidence shows justification go to step 3.
2. Indefinite ineligibility to participate on athletic teams – minimum of ten contests or weeks & no practice - determined by administration and coach.
3. To regain eligibility, the athlete must attend a formal drug/alcohol dependency treatment program approved by the PGHS administration and provide verification to an administrator when the treatment has been completed.

THIRD VIOLATION:

1. Conference with athlete, Administrator, Athletic Director, Coach, if available, Counselor and parent/guardian.
2. Loss of eligibility for the remainder of the school year or for a time no less than one full semester.
3. Administrator will determine when the athlete is again eligible.

NOTE: A second or third violation may extend into other sport seasons. Severe violations may result in additional consequences (recommendation for expulsion, etc.).

BEHAVIOR & DISCIPLINE EXPECTATIONS

All students are expected to conduct themselves in such a manner as to contribute to a productive learning environment. Each individual's conduct on the campus and going to and from school shall be orderly and in keeping with the rules and regulations of the school, the school district, and the laws of the state. An educationally sound environment does not allow anyone to interfere with the teacher's right to teach and/or the student's right to learn. It should be noted a pupil may be suspended or recommended for expulsion for acts which are enumerated in **CA Ed. Code 48900** and related to school activity or attendance which occur at any time including, but not limited to, the following circumstances:

- While on school grounds or school transportation
- While going to or coming from school
- During the lunch period, whether on or off campus
- During or while going to or coming from a school-sponsored activity
- **Note:** Campus jurisdiction also extends 1,000 feet from campus boundaries at all times, per California law

This listing of minimum and maximum actions does not imply or require a *step-by-step* progression of increasing severity be used by school staff in dealing with a violation. In most cases, disciplinary action is dependent upon the situation and the previous behavior record of the student. The progression of actions possible when an infraction occurs is: conference with student regarding violation and a warning; parent/guardian contact and warning; detention; parent/guardian/teacher/administrator conference; extracurricular and co-curricular suspension; work detail; Saturday School; suspension; removal from class with possibility of an "F"; alternative placement; contact with police or other appropriate agency; denial of privileges and possible recommendation to the Board for expulsion from the District.

In general PGHS follows CA Ed. Code 48908, *Duties of pupils*, when it comes to discipline matters: All pupils shall comply with the regulations, pursue the required course of study, and submit to the authority of the teachers of the schools.

ALCOHOL/TOBACCO/DRUGS

DRUGS/ALCOHOL

Students who possess or are under the influence of any illegal substance or who possess drug paraphernalia are subject to the following discipline:

First Offense: Notification of legal authorities, mandatory minimum two day suspension and up to five days, and referral to school's intervention program.

Second Offense: Notification of legal authorities, a mandatory five-day suspension, referral or alternative placement and will be recommended for expulsion.

Offenses remain in the active discipline file and are cumulative for the student's entire high school career. A breathalyzer will be randomly used during school and at school events, including but not limited to, dances and sporting events. In the event someone fails a breathalyzer test, the student will not be admitted to the event and parents/guardians will be contacted. A student's continued eligibility for extracurricular activities may be dependent upon attendance of substance use education sessions. There is a zero alcohol/drug tolerance policy that means all students found under the influence of or in possession will be suspended and may be cited by the PG Police Department. Students with multiple drug and alcohol suspensions will be considered for expulsion and cited by the PG Police Department.

Sale or possession for sale: Notification of legal authorities, automatic five-day suspension and mandatory recommendation for expulsion.

TOBACCO

Pacific Grove High School and its grounds are **non-tobacco** areas for all students, staff and visitors at all times. Possession of tobacco products, including vape pens and juice, is not allowed on campus or at any school event, or non-school event. Students who smoke or possess tobacco products on campus are subject to the following:

First Offense: Confiscation of tobacco product and Saturday School. If an athlete, up to three contest suspension from participation.

Subsequent Offenses: Each subsequent offense may result in suspension and/or notification of legal authority/mandatory enrollment in abatement program. **(CA Ed. Code 48900.H)**

BEHAVIOR/NON PERFORMANCE CONTRACT

Student classroom behavior which seriously jeopardizes the learning process shall not be tolerated. Students who are continually disruptive or who are not following classroom rules as defined by the teacher or refuse to participate in class work may be dropped from class with no credit provided the following procedures have been observed:

- **Step 1:** At the first disruption or incident, the teacher will counsel the student as to the undesirability of his/her action and inform the student of future consequences.
- **Step 2:** After the second incident, the teacher shall personally contact the parents/guardians. The student shall be referred to the counselor for guidance.
 - **Detention Assigned**
- **Step 3:** Subsequent to the third incident, the student shall be referred to the Assistant Principal who will schedule a conference with teacher, parent/guardian, student and Assistant Principal. At this time, the Assistant Principal and teacher will outline the specific conditions necessary for the student to remain in class, including but not limited to parent/guardian shadowing the student during class. The student and parent/guardian will be supplied with a copy of these conditions before leaving the meeting.
 - **Saturday School Assigned and loss of open campus and/or extracurricular activity**
- **Step 4:** Student is removed from the class for the remainder of the semester. (In habitual or extreme cases of misbehavior, the Administration may transfer/drop any student from class for disruptive or dangerous behavior)

FIGHTING

Students who fight on campus or at a school event are subject to the following:

- **First Offense:** Suspension for up to five days and possible notification of legal authorities
- **Second Offense:** Suspension for five days and possible referral for alternative placement and/or recommendation for expulsion

DETENTION

Detention is assigned to students for minor classroom infractions, tardies and other minor discipline problems. Detention is held every other Wednesday from 3:35 p.m. - 4:35 p.m. Once assigned, students must serve the detention date on the referral or they will be assigned Saturday School. Students who are sent out of detention for disruption will be given a Saturday School. Work detail may be assigned.

ELECTRONIC DEVICES: Cell Phones, Tablets, Game Consoles, etc.

Cell phone use is permitted only during lunch and break. Parents/Guardians should refrain from texting students during instructional minutes as it is a disruption to their child's education.

According to **CA Ed. Code 48901.5:**

(a) The governing board of each school district, or its designee, may regulate the possession or use of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by pupils of the school district while the pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees.

(b) No pupil shall be prohibited from possessing or using an electronic signaling device determined by a licensed physician and surgeon to be essential for the health of the pupil and use of which is limited to purposes related to the health of the pupil. (Amended by Stats. 2002, Ch. 253, Sec. 2.)

An electronic signaling or imaging device shall be defined collectively as a cell phone, cellular/digital media player, camera, and/or a personal digital assistant ("PDA").

CELL PHONES

Electronic Signaling or Imaging Devices Policy and Regulations 5146:

- An electronic signaling or imaging device shall be defined collectively as a cell phone, cellular/digital media player, camera, and/or a personal digital assistant ("PDA").
- No student shall use their electronic signaling or imaging device to record instances of mutual combat. No student shall record sound or video in a classroom without the advanced approval by the school site principal and the classroom teacher.
- Except with prior consent for health reasons/teacher preference, cell phones are not to be displayed or used on campus at any time by any student except during nutrition break and lunch. Electronic signaling or imaging devices, such as cameras, may only be used by students who have authorization from school personnel.
- No electronic signaling or imaging device or camera may be brought to Physical Education lockers/dressing rooms or school restroom areas at any time.
- Electronic signaling or imaging devices must be left in the students' lockers during tests or quizzes.
- Students shall not use electronic signaling or imaging devices even in hands-free mode, while driving on school grounds or to and from a school-related activity.

General Discipline for Violation of Cell Phone Guidelines for All Grade Level Students:

If a student violates the limits or restrictions upon use of an electronic signaling or imaging device under District Board policy or administrative regulation, the law, or other rules of the District relating to the use of electronic signaling or imaging devices, then the student will be subject to disciplinary consequences. Such disciplinary consequences may include, but are not limited to, confiscation of the electronic signaling or imaging device, detention, a conference with the student and the student's parent/guardian, suspension, or more severe disciplinary consequences.

- For the first infraction, students will be issued a warning when they have violated their school-level rules and their **electronic signaling or imaging device(s) will be confiscated**. The electronic signaling or imaging device(s) will be kept in the main office in a secure location. The electronic signaling or imaging device(s) **will be returned to the student at the end of the day**.
- If a second infraction occurs, the **electronic signaling or imaging device(s) will be confiscated**. The parent/guardian of the student who has their electronic signaling or imaging device(s) confiscated shall be notified by administration or designee. The electronic signaling or imaging device(s) **will be returned to the parent/guardian at the conclusion of the school day**.
- If a third infraction occurs, other disciplinary measures will result, in accordance with **PGUSD Board Policy and Regulations 5146**).
- Students are expected to place their phones in the wall hangers or in a bin upon entering a PGHS classroom. Per **CA Ed. Code 49908**, if students do not follow this direction of the teacher their cell phone will be confiscated and they will serve a detention/Saturday School, depending on the number of infractions.
- If a student chooses to bring an iPod or cell phone on campus, they do so at their own risk.

If the student whose electronic signaling or imaging device(s) has been confiscated needs to use the phone to contact a parent/guardian, they may request to use the phone in the Main Office.

SEARCH OF ELECTRONIC SIGNALING OR IMAGING DEVICE FOR ALL GRADE-LEVEL STUDENTS

Law enacted in January 2016 limited schools from searching student phones without the phone owner's permission, unless someone's life is in danger or there is evidence the phone was used during a violation of board policy or CA Ed. Code.

SATURDAY SCHOOL

Saturday School is assigned to students for truancies, excessive tardies, missed detention, and other discipline issues. Saturday School is NEVER used for offenses such as fighting, drug/alcohol possession or sale, possession of weapons or other more serious offenses. Saturday School will be offered at least once a month and may be rescheduled only once at the discretion of the Assistant Principal. Students who are assigned Saturday School will be required to attend from 9:00 a.m. to 11:00 a.m. at PGHS and turn in their cell phone(s)/smart watch or device in order to stay focused on quiet study time. Students are required to bring class work and may bring their own laptop. Students not following the rules of Saturday School will be excused and assigned additional detention/Saturday School hours.

SUSPENSION

Suspension from school requires a student to remain under his/her parent or guardian's custody during regular school hours. **Suspended students are not to be on or near the school campus or other PGUSD property during the suspension. Students are ineligible to participate, as a participant or spectator, in any school-related activity during their suspension and will lose their off campus privilege for the remainder of the semester.** Students may be suspended for any violation of **CA Ed. Code 48900** listed below. (**PGUSD Board Policies/Administrative Rules and Regulations 6053**) **Students who have repeated suspensions throughout the year are subject to alternative placement.** Following are the suspendable offenses as listed under the **CA Ed. Code 48900**:

- a) 1. "Caused, attempted to cause, or threatened to cause physical injury to another person."
 2. Willfully used force or violence on another person, except in self defense.
- b) "Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal."
- c) "Unlawfully possessed, used sold, or otherwise furnished, or been under the influence of, any controlled substance, listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or intoxicant of any kind."
- d) "Unlawfully offered, arranged, or negotiated to sell any controlled substance, listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant."
- e) "Committed or attempted to commit robbery or extortion."
- f) "Caused or attempted to cause damage to school property or private property."
- g) "Stolen or attempted to steal school property or private property."
- h) "Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets betel and electronic cigarettes. However, this section does not prohibit use or possession by a pupil of his/her own prescription products."
- i) "Committed an obscene act or engaged in habitual profanity or vulgarity."
- j) "Unlawfully possessed or unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health & Safety Code."
- k) "Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties."
- l) "Knowingly received stolen school property or private property."
- m) "Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is as substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm."

- n) “Committed or attempted to commit a sexual assault (**Penal Code 261, 266c, 286, 288, 288a, or 298**) or committed a sexual battery”(Penal Code 253.4).
- o) “Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.”
- p) “Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.”
- q) Engaged in, or attempted to engage in, hazing.
- r) “Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined by subdivision (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.
 - (1) Bullying means any severe or pervasive physical or verbal act or conduct...including one or more acts committed by a pupil or group of pupils (ie. group chat or DM)...directed toward one or more pupils that has been or can be reasonably predicted to have the effect of one or more of the following:
 - (a) Placing a reasonable pupil or pupils in fear or harm to that pupil’s or those pupils’ person or property.
 - (b) Causing a reasonable pupil to experience a substantially detrimental effect on his or physical or mental health.
 - (c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- s) “A pupil who aids or abets the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion.”
- t) “A pupil who aids or abets in the attempted or infliction of physical injury to another.”

48900.2 Sexual Harassment

“A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines the pupil has committed sexual harassment as defined in Section 212.5.”

48900.3 Hate Violence Crime

“A pupil in any grades 4-12 inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines the pupil has caused, attempted to cause, threatened to cause, or participated in, an act of hate violence as defined in **CA Ed. Code 33032.5**.

48900.4: Harassment/Intimidation

“Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonable expected effect of materially disrupting class work, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment.”

48900.7 Terrorist Threats

“Terrorist threats against school officials, school property, or both.”

WEAPONS

Possession of any knife, regardless of size or use, firearm, imitation firearm, or any other type of weapon is an expellable offense. Students are subject to the following discipline at the first and any subsequent occurrences: Automatic five-day suspension, notification of legal authorities and recommendation for expulsion.

All unauthorized items brought to school and confiscated by staff, such as but not limited to: skateboards, scooters, radios, cell phones, iPods, electronic devices, markers, toys, etc. and related items may or may not be directly returned to the student. Parents/Guardians may recover confiscated items not held in evidence upon administrative approval within a reasonable period of time. Items not recovered within a reasonable period of time will be discarded. Pacific Grove High School is not liable for any damage or loss to these confiscated items. The primary objective of requiring students not to bring restrictive materials to school is to ensure students’ focus on educational tasks, students’ safety and to prevent the loss and damage to private property.

Discipline Rules and Boundaries

OFF-LIMIT AREAS:

- Student and/or Faculty parking areas during break/class
- Football/Baseball Fields
- Behind Gyms, Dance, and locker rooms
- Behind I (Foods Room) without employee supervision and N Wing (Woodshop)
- Pool and deck area
- Tennis Courts
- Bottom of stairs leading to back of pool/weight room/bottom of elevator
- **Exception: Students may be in the gym at lunch while there is a staff member or district-cleared volunteer present. Students may not be outside of the gym during this time unless going to or from the gym area.**

BEHAVIOR GUIDELINES

The following guidelines are a matrix of possible consequences for violation of CA Ed. Code and school policy.

Pacific Grove High School Behavior Guidelines

EC=Education Code PC=Penal Code HSC=Health and Safety Code

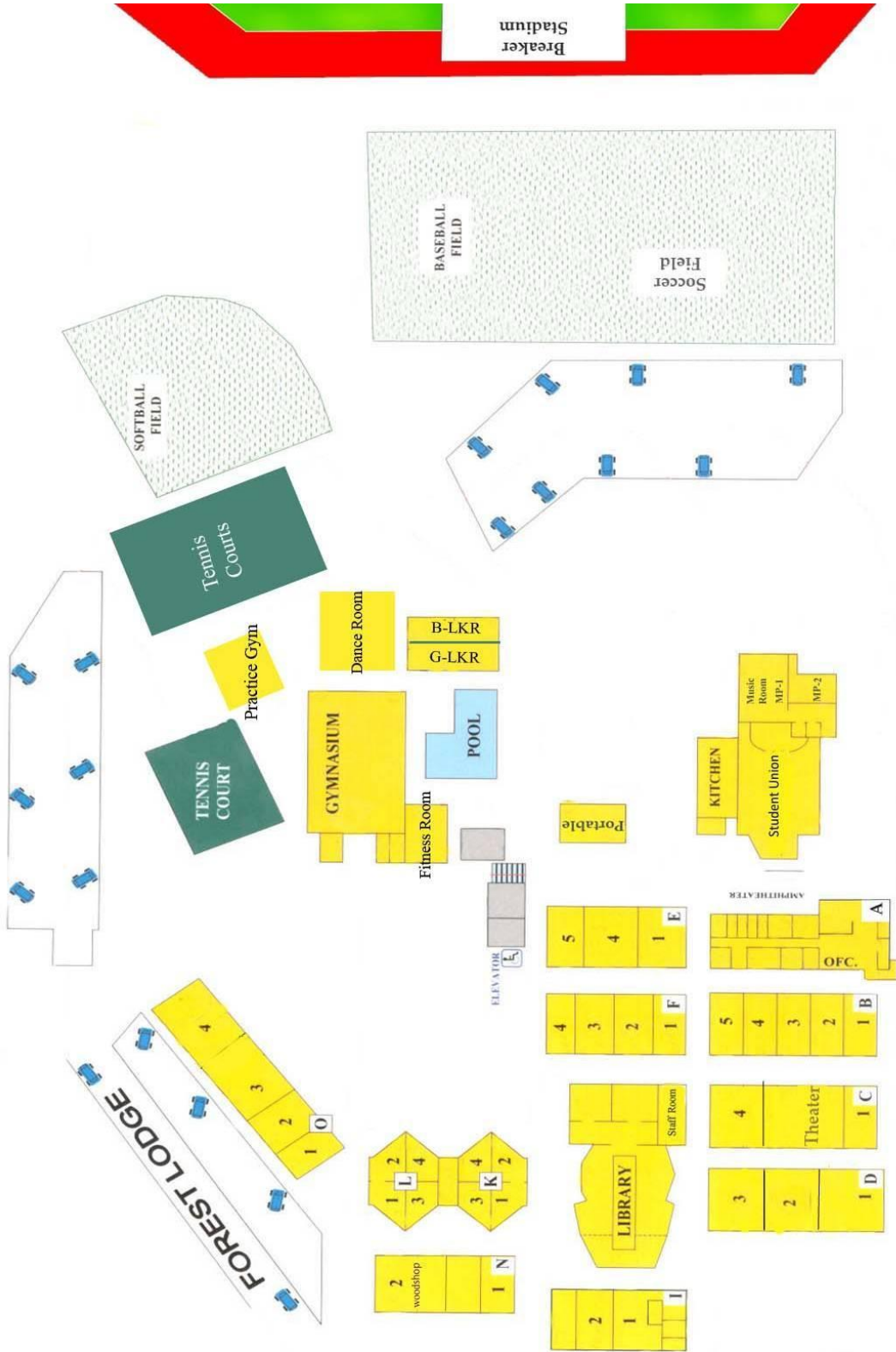
ISSUES	VIOLATIONS	CONSEQUENCES
<p>1. PHYSICAL INJURY & VIOLENCE <i>MUTUAL COMBAT/FIGHTING/ THREATS/ASSAULT</i> EC § 48900 (a1) EC §48900 (s) EC §48900 (t)</p>	<p>(a1) Caused, attempted to cause, or threatened to cause physical injury to another person; fighting/mutual combat. Threats (telephone, written, electronic): Bomb threats, verbal threats (not terrorist threats-see below); Assault: Verbal attack, attempt to cause injury, place person in fear. (s) Aiding or abetting infliction of physical injury.</p>	<p>✓ Suspension EC § 48900 (a1) or (s); (t) – aides or abets: not stopping fight, informing staff, taking pictures/video. ✓ Referral to Counseling. ✓ Police Citation - Fighting on school grounds: PC 243.2, 415; Criminal threats: 422; Threatening phones calls: 653m ✓ Expulsion Recommendation – Mandatory consideration for assault on school official EC § 48915 (a5).</p>
<p>2. BATTERY EC § 48900 (a2)</p>	<p>(a2) Willfully used force or violence upon another person, except in self-defense: striking, shoving and/or kicking. Not mutual combat. Battery against student, battery against staff member. Battery: Unlawful injury, beating, hitting of another person – does not fight back.</p>	<p>✓ Suspension EC § 48900 (a2). ✓ Referral to Counseling. ✓ Police Intervention PC 242, 243.2. ✓ Expulsion Recommendation – Mandatory consideration for assault on school official EC § 48915 (a5).</p>
<p>3. WEAPONS/DANGEROUS OBJECTS EXPLOSIVES/REPLICA WEAPONS EC § 48900 (b) (m) US Code, Section 921, Title 18</p>	<p>(a2) Assault with deadly weapon. (b) Possessed, sold, or otherwise furnished any firearm (handgun, rifle, shotgun, pistol), knife (dirk, dagger, fixed, sharpened blade for stabbing, screwdriver), explosive, or other dangerous object (aims or points a laser pointer at another), possession, use of fireworks,</p>	<p>✓ Suspension EC § 48900 (b) (m). ✓ Police Intervention PC 626.9, 244.5, 417, 653 (g). PC626.10 ✓ Fire Department Intervention (Explosives) PC 148.1, HSC 12000, 12301 (a). ✓ Expulsion Recommendation – EC § 48915 [Mandatory for brandished knife</p>

	<p>firecrackers, snappers, poppers, lighter, matches, razor blades, shocking pens. EC 48915 (c5) Explosives: M80, bottle rocket, dynamite, bomb, grenade, nitroglycerin, blasting caps. (m) Possessed an imitation (replica) firearm: BB gun, pellet gun, paint gun.</p>	<p>(c2), possession of a firearm (c1), explosives (c5)]. ✓ Expulsion Recommendation – locking blade or similar knife or other dangerous object regardless of size. ✓ Other weapons: to include, but not be inclusive of: switchblade, stiletto, box cutter, billy club, sandbag, nunchuk, ninja star, mace, pepper spray, sling shot, sword, stun gun, brass knuckles.</p>
<p>4. CONTROLLED SUBSTANCE POSSESSION, USE, OR UNDER THE INFLUENCE Suspension EC § 48900 (c) (h)</p>	<p>(c) Possessed, used, sold, furnished, or been under the influence of any controlled substance, alcohol, or intoxicant.</p>	<p>✓ Suspension EC § 48900 (c) (h) ✓ Police Intervention/Citation: PC 390, 415, 502, 647f,</p>
<p>5. SALE OF CONTROLLED SUBSTANCE OR PARAPHERNALIA EC § 48900 (d) (j) (p)</p>	<p>(d) Offered, arranged, or negotiated to sell a controlled substance, alcohol or intoxicant and then provided a replica substance. - Includes arrangements made during school hours on campus or at school activities via electronic means</p>	<p>✓ Suspension EC § 48900 (d) (j) (p) ✓ Police Intervention/Citation/Possible arrest: PC 966 Drug deal ✓ Automatic recommendation for expulsion for substance(s) sale</p>
<p>6. PROPERTY DAMAGE/ VANDALISM GRAFFITI/ARSON EC § 48900 (f)</p>	<p>(f) Caused or attempted to cause damage to school property or private property. Possession or graffiti implements (markers, scribes, liquid or aerosol paint).</p>	<p>Suspension EC § 48900 (f). ✓ Restitution to Victim/Community Service. ✓ Police Citation - Graffiti: PC 594 (a1), 594.1, 640.5; Vandalism: PC 594; Arson: PC 451, 452; Hit and Run: 480, 481; Tampering with a Vehicle: 504 ✓ Fire Department Intervention PC 451, 452. ✓ Expulsion Recommendation.</p>
<p>7. THEFT, ROBBERY, AND/OR EXTORTION EC § 48900 (e) (g) (l)</p>	<p>(g) Caused or attempted to steal school property or private property. (l) Knowingly received stolen school property or private property (Possession of stolen goods).</p>	<p>✓ Suspension EC § 48900 (e) (g) (l). ✓ Restitution to Victim/Community Service. ✓ /Police Intervention PC 211s, 422, 459, 484, 487, 488, 496. ✓ Expulsion Recommendation.</p>
<p>8. TOBACCO EC § 48900 (h) EC § 48901</p>	<p>(h) Possessed or used tobacco or nicotine products: Cigarettes, cigars, mini cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel or electronic cigarettes/vaping products.</p>	<p>✓ Suspension Code (h) ✓ Police Citation PC 308 (b). ✓ Referral to Smoking Cessation Program. ✓ Suspension EC § 48900 (h). ✓ Referral to Counseling.</p>
<p>9. PROFANITY & VULGARITY OBSCENITY EC § 48900 (i)</p>	<p>(i) Committed an obscene act or engaged in habitual profanity or vulgarity: Indecent exposure (may/may not be sexual harassment), mooning, urinating in public, possession of pornographic literature or use of pornographic Internet websites, lewd or obscene gestures</p>	<p>✓ Teacher warning; Teacher suspension; Detention or Suspension. ✓ Administrative Conference. ✓ Suspension Automatic if profanity is directed toward a school official EC § 48900 (i). ✓ Police Intervention. PC415(3), 647</p>

<p>10. PARAPHERNALIA EC § 48900 (j) HSC 11364</p>	<p>(j) Possessed, offered, arranged, or negotiated to sell any drug paraphernalia: Lighters, pipes, smoking or injecting devices, syringes, Zig Zags (rolling papers), roach clips, bowls, bong, vaping pens/juice.</p>	<p>✓ Suspension EC § 48900 (j). ✓ Referral to Counseling. ✓ Police Intervention.PC308(b) B&P4140 ✓ Expulsion Recommendation.</p>
<p>11. DISRUPTION & DEFIANCE EC § 48900 (k) EC § 48900.4</p>	<p>(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. Unlawful assembly, inciting riot. Cheating, bus misconduct, classroom disruption, not complying with assigned discipline consequence, forgery, gambling, littering, throwing objects, setting-off fire alarm.</p>	<p>✓ Teacher warning; Removal from class/activity; Teacher suspension. ✓ Detention or In-House Suspension. ✓ Administrative Meeting and Counseling. ✓ Suspension EC § 48900 (k); 48900.4 – creating hostile environment. ✓ Expulsion recommendation for repeated violation. ✓ Police Intervention: Resisting or obstructing a police officer - 148</p>
<p>12. SEXUAL ASSAULT OR BATTERY EC § 48900 (n)</p>	<p>(n) Committed or attempted to commit a sexual assault, or committed a sexual battery: Rape, sodomy, child molestation, statutory rape. Refer to PC 243.4, 261 - 269, 286, 288.</p>	<p>✓ Suspension EC § 48900 (n). ✓ Police Intervention PC 243.4, 261 - 269, 286, 288. ✓ Expulsion Recommendation.</p>
<p>13. WITNESS HARASSMENT OR INTIMIDATION EC § 48900 (o)</p>	<p>(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding...(for prevention of being a witness or retaliation for being a witness)</p>	<p>✓ Suspension EC § 48900 (o). ✓ Police Intervention, PC 136.1</p>
<p>14. HAZING EC § 48900 (q) EC § 32050</p>	<p>(q) Engaged in or attempted to engage in hazing as defined in EC § 32050. Hazing: Initiation into school/student body clubs or organizations in a manner that causes or is likely to cause bodily damage, harm, degradation, disgrace, or physical or mental harm to a student.</p>	<p>✓ Suspension EC § 48900 (q). ✓ Police Intervention PC 242, 212.5., 245.6 ✓ Expulsion Recommendation.</p>
<p>15. BULLYING EC § 48900 (r)</p>	<p>(r) Engaged in act of bullying. See page 48 for extensive definition.</p> <ul style="list-style-type: none"> ● Physical or verbal act ● Directed toward one person or a group of people ● Cyber-bullying via electronic device/app ● Affects academics ● Affects participation in school activities, services, or programs ● Causes physical or mental harm 	<p>✓ Detention -- depending on severity ✓ Saturday School – depending on severity ✓ Suspension EC § 48900 (r).</p>

<p>16. ELECTRONIC SIGNALING & OTHER DEVICES EC § 48901.5, EC § 48900 (k).</p>	<p>(a) The governing board of each school district, or its designee, may regulate the possession or use of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by pupils of the school district while the pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees.</p> <p>(b) No pupil shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician and surgeon to be essential for the health of the pupil and use of which is limited to purposes related to the health of the pupil. <i>(Amended by Stats. 2002, Ch. 253, Sec. 2. Effective January 1, 2003.)</i></p> <p>(For more detail see pgs 37-38)</p>	<p>✓ 1st Offense: Confiscation of device. Student reminded of policy and device returned at the end of the day. ✓ 2nd Offense: Confiscation of device. Parent/Guardian contacted to pick up device. ✓ 3rd Offense: Confiscation of device. Parent/Guardian contacted to pick up device. Detention ✓ Subsequent violations: Sat. School ✓ Suspension for defiance EC § 48901.5, 48900 (k).</p>
<p>17. SEXUAL HARASSMENT EC § 48900.2 PC 212.5 <i>Grades 4 to 12</i></p>	<p>Committed acts of sexual harassment: Unwanted sexual advances; sexual favors; sexual gestures, objects, or pictures; touching, assault; pantsing; derogatory comments, slurs, or jokes.</p>	<p>✓ Suspension EC § 48900.2. ✓ Police Intervention PC 243.4. ✓ Expulsion Recommendation.</p>
<p>18. HATE VIOLENCE EC § 48900.3 <i>Grades 4 to 12</i></p>	<p>Caused, attempted to cause, threatened to cause, or participated in any act of hate violence (expression of hostility due to race, gender, religion, disability, nationality, sexual orientation): Racial slurs over time, e-mail, insults, taunts, posting or distributing posters or leaflets, jokes, physical assault, vandalism, telephone calls, cross burning, destroying religious symbols.</p>	<p>✓ Suspension EC § 48900.3. ✓ Police Intervention PC 422.6 - 422.76, 628.1. ✓ Expulsion Recommendation.</p>
<p>19. HARASSMENT EC § 48900.4</p>	<p>Intentionally engaged in harassment, threats, or intimidation, directed against a student or group of students or school employees: Stalking, kidnapping.</p>	<p>✓ Suspension EC § 48900 (o) (r), 48900.4. ✓ Referral to Counseling. ✓ Expulsion Recommendation. Possible Police Report for Intimidating a Witness PC136.1</p>
<p>20. TERRORISTIC THREATS EC § 48900.7</p>	<p>Made terroristic threats against school officials, students, staff, or school property, or both, written or oral that could result in death, great bodily injury, or property damage in excess of \$1,000, even if not carried out. Person is in sustained fear of his or her own safety or family's safety.</p>	<p>✓ Suspension EC § 48900.7. ✓ Police Intervention PC 422. ✓ Expulsion Recommendation.</p>

<p>21. DRESS CODE EC § 48900 (k)</p>	<p>Violation of school dress code policy as outlined in the Student Handbook.</p>	<ul style="list-style-type: none"> ✓ Dress changed/Accessory seized ✓ Parent/Guardian notified. ✓ Driven home to change ✓ Detention ✓ Saturday School ✓ Suspension EC § 48900 (k).
<p>22. ATTENDANCE EC § 48260, EC § 48262, EC § 48264.5 (a) Disruption of school activities EC § 48900 (k)</p>	<p>Left campus during school day without obtaining permission through the attendance office first; no hall pass, left class without permission.</p>	<ul style="list-style-type: none"> ✓ Detention/Sat. School/Suspension. ✓ Truancy Letters/SART. ✓ Police Citation EC § 48264.5 (a) - ages 13 and above. ✓ Referred to SARB EC § 48320. ✓ Referred to District Attorney Mediation/Juvenile Court.
	<p>Truant from school or contributed to the truancy of other students.</p>	
<p>23. VISITORS/TRESPASSING/ CAMPUS DISRUPTION/THREATS, ASSAULTS TO SCHOOL OFFICIALS EC § 32211, 44811, 44014</p>	<p>Invited visitors to school for any reason during the school day; loitering/unauthorized presence on campus; threats to school officials by parents/guardian or adults; students visiting campus during suspension or expulsion period or during vacation period without permission</p>	<ul style="list-style-type: none"> ✓ Visitor escorted off campus. ✓ Persona non grata declaration/Restraining Order. ✓ Police Intervention/Citation - Trespassing PC 626.7-626.9; Threats to school officials: PC 71; Terroristic Threats: PC 422.
<p>24. DRIVING OR PARKING ON/NEAR CAMPUS</p>	<p>Reckless driving Speeding Parking in staff designated areas or illegal parking Parked in school lot without permit Blocking driveway</p>	<ul style="list-style-type: none"> ✓ Detention ✓ Possible suspension ✓ Banned from parking on campus ✓ Police citation: Reckless driving – 505; Speeding or racing- 510; Illegal parking -586; Vehicle blocking driveway;



PACIFIC GROVE HIGH SCHOOL
SITE MAP
3/30/00

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

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

SUBJECT: Pacific Grove Community High School Site Handbook

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approves the Pacific Grove Community High School site handbook for the 2023-2024 school year.

BACKGROUND:

Pacific Grove Community High School updates its Student Handbook annually for Board Approval. All school rules and regulations along with information regarding testing, eligibility, graduation requirements, behavior expectations, etc. are included and provided to all students.

INFORMATION:

All necessary staff contact information will be updated in June as necessary. Changes/updates to the PGCHS 2023-24 Student Handbook include:

- Page 4 – Updated School Directory
- Page 5 - Calendar
- Page 10 -Enrollment
- Page 11 - Graduation
- Minor edits throughout the document

FISCAL IMPACT:

No fiscal impact.

Pacific Grove Community High School



Student Handbook 2023-2024



2022-2023 PGCHS STUDENT HANDBOOK

Board Policy Changes May Alter the Contents of This Handbook: Students and Parent(s)/Guardian(s) will be Contacted When This Occurs

Pacific Grove Community High School
 1004 David Avenue, Suite A
 Pacific Grove, CA 93950
 PHONE: (831) 646-6535
 FAX: (831) 648-8417
 WEBSITE: pgchs.pgusd.org

Name: _____

Email: _____

School Administration

Lito M. García, *Principal*

District Administration

Dr. Ralph Gomez Porras, *Superintendent*

Josh Jorn, *Assistant Superintendent*

Billie Mankey, *Director of Human Resources*

Buck Roggeman, *Director of Curriculum and Special Projects*

Clare Davies, *Director of Student Services Special Education Coordinator*

Board of Education

Carolyn Swanson, *President*

Jennifer McNary, *Clerk*

Brian Swanson, *Trustee*

Elliot Hazen, *Trustee*

Laura Ottmar, *Trustee*

TBD, *Student Rep*

Pacific Grove Community High School does not discriminate on the basis of race, creed, color, national origin, gender or disability.

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PACIFIC GROVE COMMUNITY HIGH SCHOOL

Site Address:
1004 David Ave., Bldg A
Pacific Grove, CA 93950

Mailing Address:
435 Hillcrest Ave.
Pacific Grove, CA 93950

Phone: (831) 646-6535

Fax: (831) 648-8417

Website: <https://pgchs.pgusd.org/>

PACIFIC GROVE COMMUNITY HIGH SCHOOL STAFF

Lito M. García	Principal	lgarcia@pgusd.org
Sheri Deeter	Lead Teacher	sdeeter@pgusd.org
Mansour Abdur-Rahim	Teacher	mabdurrahim@pgusd.org
Luciana Morgan	Administrative Assistant	lmorgan@pgusd.org

PACIFIC GROVE UNIFIED SCHOOL DISTRICT ADMINISTRATION

Dr. Ralph Gómez Porras	Superintendent	rporras@pgusd.org
Josh Jorn	Assistant Superintendent	jjorn@pgusd.org

Pacific Grove Unified School District - 2023-2024						
180 Day School Calendar					Date	Event
	M	T	W	TH	F	
July 2023	24	25	26	27	28	8/3 New Hire Orientation
	31	1	2	3	4	8/4 Professional Development Day (Non Student Day)
Aug 2023	7	8	9	10	11	8/7 Welcome
	14	15	16	17	18	8/8 Teacher Prep Day (Non Student Day)
	21	22	23	24	25	8/9 First day of School 17
	28	29	30	31	1	
Sept 2023	4	5	6	7	8	9/4 Labor Day Holiday
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	
Oct 2023	2	3	4	5	6	10/6 End of 1st Quarter (42 days)
	9	10	11	12	13	10/7 Butterfly Parade
	16	17	18	19	20	10/16-10/20 Fall Break
	23	24	25	26	27	
	30	31	1	2	3	
Nov 2023	6	7	8	9	10	11/10 Veterans Day Holiday
	13	14	15	16	17	11/22 Minimum Day for Students and Classified Staff
	20	21	22	23	24	11/23-11/24 Thanksgiving Holiday 19
	27	28	29	30	1	
Dec 2023	4	5	6	7	8	12/15 End of 2nd Quarter (42 days)
	11	12	13	14	15	12/15 End of 1st Semester (84 days)
	18	19	20	21	22	12/22 Minimum Day for Students and Classified Staff
	25	26	27	28	29	12/25-1/5 Winter Break 16
Jan 2024	1	2	3	4	5	12/25-1/5 Winter Break
	8	9	10	11	12	1/8 Teacher Prep Day (Non Student Day)
	15	16	17	18	19	1/15 Martin Luther King Holiday
	22	23	24	25	26	
	29	30	31	1	2	
Feb 2024	5	6	7	8	9	2/12-2/14 Presidents' Holiday
	12	13	14	15	16	2/12-2/16 Presidents' Break (Holiday's 12,13 & 14)
	19	20	21	22	23	2/19 Professional Development Day (Non Student Day) 15
	26	27	28	29	1	
March 2024	4	5	6	7	8	
	11	12	13	14	15	3/15 End of 3rd Quarter (47 days)
	18	19	20	21	22	
April 2024	25	26	27	28	29	
	1	2	3	4	5	4/5 Minimum Day for Students and Classified Staff
	8	9	10	11	12	4/8-4/12 Spring Break
	15	16	17	18	19	
May 2024	22	23	24	25	26	
	29	30	1	2	3	5/27 Memorial Day
	6	7	8	9	10	5/31 End of 4th Quarter (49 days)
	13	14	15	16	17	5/31 End of 2nd Semester (96 days)
	20	21	22	23	24	5/31 Last Day of School
27	28	29	30	31	5/31 Minimum Day for Students /180-190 Classified Staff 22	
	First Day/Last Day of School					Breaks
	Professional Development Day/Teacher Prep Day					Holiday (8 total)
	Welcome					Local Holiday (5 total)
	Minimum Day for Students and Classified Staff (4 total)					
185 Work Days - Current Teachers			186 Work Days - New Teachers			Instructional Days 180
Leap year, this calendar has one extra day we need to omit to make it 180						

PACIFIC GROVE COMMUNITY HIGH SCHOOL VISION STATEMENT

Pacific Grove Community High School provides a small, non-traditional learning environment in which students can pursue an alternative pathway to college and career success. We seek to:

- Provide a challenging project-based curriculum that emphasizes student strengths and is individualized to meet the learning needs of each student
- Create a holistic environment in which students' diverse emotional, social, and cultural needs are recognized and celebrated
- Maximize opportunities for students to become responsible citizens who participate actively in their communities both today and into the future

EXPECTED SCHOOLWIDE LEARNING RESULTS

Pacific Grove Community High School graduates will be:

EDUCATED INDIVIDUALS WHO:

- Demonstrate competence in reading, writing, mathematics, science, social studies, and technology

CRITICAL THINKERS AND PROBLEM SOLVERS WHO:

- Think through and solve problems by using relevant evidence and information

INDEPENDENT AND COLLABORATIVE WORKERS WHO:

- Set goals, organize time and tasks to meet deadlines, participate cooperatively in group projects, and produce independent and group work that reflects academic content standards

RESPONSIBLE CITIZENS WHO:

- Are employable and able to successfully participate in a college environment
- Understand and appreciate diverse cultures and points of view
- Understand and participate in the duties, rights, and privileges of citizens in a democracy

HEALTHY INDIVIDUALS WHO:

- Have a strong sense of self-worth
- Resolve conflicts through positive actions
- Demonstrate tolerance and respect for diversity

PACIFIC GROVE COMMUNITY HIGH SCHOOL DAILY CLASS SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday
9:00-9:15AM	Morning Meeting	Morning Meeting	SEL	Morning Meeting	Morning Meeting
9:20- 10:00AM	Class 1	Class 1	SEL	Class 1	Class 1
10:05-10:45AM	Class 2	Class 2	SEL/Speakers/ Projects	Class 2	Class 2
10:45-11AM	Break	Break	Break	Break	Break
11AM-12PM	Projects/Group work	STRIVE Class	Projects/Group work	STRIVE Class	Projects/Group work
12-12:30PM	PE/Health	PE/Health	PE/Health	PE/Health	PE/Health
1:00-2:30PM	Afternoon Workshops	Afternoon Workshops	Staff & Parent Meetings	Afternoon Workshops	Afternoon Workshops

ATTENDANCE POLICY

The Administration and Staff of Pacific Grove Community High School believe if a student is absent from class, the educational experience lost during the absence is irretrievable. Interaction in the classroom setting can seldom be duplicated through make-up work. Insofar as class participation is an integral part of a student's learning experiences, Parent(s)/Guardian(s) and students shall be encouraged to schedule appointments during non-school hours.

PERMITS TO LEAVE CAMPUS/parent(s)/guardian(s) REQUEST TO PICK UP

Students leaving campus before the end of their regular school day must have a parent(s)/guardian(s) email lmorgan@pgusd.org , provide a note from the parent(s)/guardian(s) or call 646-6535 BEFORE being picked up and before the student signing out in person with the Administrative Assistant. Any student, who leaves the campus without being properly signed out, will be marked as a cut.

CLEARING AN ABSENCE

Only a parent(s)/guardian(s) can clear an absence. PGUSD Board Policy 5121.1 states a student has 72 hours in which to clear an absence. Failure to clear absences in a timely manner could result in truancy.

PHONES AND MESSAGES, DELIVERIES TO STUDENTS/CALLING STUDENTS FROM CLASS

Classroom interruptions jeopardize student learning, therefore messages and items (flowers, gifts, lunches, clothes, etc.) from home cannot be delivered to classrooms. Reminders for appointments or after-school activities should be made in advance. In the case of a medical or life-threatening emergency, where you must reach your child immediately or speak to someone immediately, dial 646-6535 or come to the main office at Pacific Grove Community High School.

EXCUSED ABSENCES

The State of California considers illness, medical appointment, and the funeral of an immediate family member to be excused absences. Student absence for religious instruction or participation in religious

exercises away from school property may be considered excused, subject to administrative regulations and law (**CA Ed. Code 46014**). Justifiable personal necessity may be excused with administrator approval. Seven excused absences are allowed per semester. In our effort to promote satisfactory attendance, Parent(s)/Guardian(s) may receive a message after any absence and can expect a notification if “excused” absences exceed 10% of the school days in the school year. If excused absences or tardies exceed 10% of school days in the school year, a medical verification of the need for absence will be requested.

REQUEST FOR JUSTIFIABLE ABSENCE

The administration reviews all appeals. A Justifiable Absence Form can be printed from the district website, filled out completely, and turned in at least two weeks before the absence.

- See the Justifiable Absence Form for further details

UNEXCUSED ABSENCES / TRUANCY

Unexcused absences are absences that don’t qualify according to **CA Ed. Code 48200**. Three unexcused absences/truancies in one year will result in a referral to the District Attorney’s office. Any student who is absent from school, without a valid excuse, more than three (3) days, or absent or tardy in excess of 30 minutes on each of more than three (3) days in one (1) school year is truant. (**CA Ed. Code 48260**)

EXTRACURRICULAR, CO-CURRICULAR, and FIELD TRIP ACTIVITIES ATTENDANCE REQUIREMENT

To practice or participate in an extra/co-curricular activity, or field trip, on any given day, a student must be present in classes for at least half of the instructional minutes of the day. If a group is leaving for an event before school begins, a member must be in attendance the day before the event for at least half the instruction minutes of the day.

18 -YEAR-OLD RIGHTS

As an 18-year-old, you are considered an adult with all the responsibilities and legal rights of citizenship. Some of these rights include excusing your own absences, voting in State and Federal elections, and having sole rights to your educational records. You are no longer considered a minor, and compulsory education is no longer a requirement should you choose to discontinue your education. School sites have the right to terminate your enrollment and refer you to adult education if you do not follow the policies and rules of the school. In addition, you have the right to request your Parent(s)/Guardian(s) no longer have access to your student records. This process requires you to contact the Principal and fill out an 18-year-old rights form. When you complete this form, your Parent(s)/Guardian(s) will be notified and offered the opportunity to provide proof you remain a dependent for tax purposes. As long as you are claimed as a dependent, your Parent(s)/Guardian(s) may continue to access your student records.

UNEXCUSED ABSENCES / TRUANCY

Unexcused absences are absences that don’t qualify according to **CA. Education Code 48200**. An unexcused absence is one that occurs without permission of the student's parent or legal guardian for reasons other than illness, quarantine, funeral, medical, or legal business. Examples of unexcused absences are trips, inclement weather, transportation problems, babysitting, work, and truancy. Students may not receive credit for work missed due to unexcused absences per teacher discretion. Six unexcused absences/truancies in one year will result in a referral to the District Attorney’s office.

- Any student who is absent from school, without a valid excuse, more than three (3) days or

absent or tardy in excess of 30 minutes on each of more than three (3) days in one (1) school year is a truant. **CA. Education Code 48260**

- The following **CA. Education Code** reference applies to ALL unexcused absences: The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension. **CA. Education Code 48913**
- Teachers are encouraged to allow students to make up all work that can be reasonably provided. In such cases, the student will be responsible for all make-up arrangements. Work will be completed within the time specified by the teacher. Excessive absences without make-up may result in a failing grade for the course.
- Parent(s)/Guardian(s) need to make prior arrangements with the front office in person as to the name, address, and home telephone number of any temporary guardian. Please indicate the length of time the temporary arrangement will be in effect.

When the student's attendance problems cannot be resolved or the student and parent(s)/guardian(s) have failed to respond to directives to correct the problem, a student who has been classified as truant may be referred to the District Attorney or probation officer for truancy mediation.

A student's grades may be affected by excessive unexcused absences in accordance with PGUSD Board policy 5113: Students with excessive unexcused absences (25% of the school days in a quarter) may receive a failing grade, not receive credit for the class(es).

TARDY POLICY

PGCHS views punctuality as an important function for future college and/or career aspirations. Any student who arrives in class after the bell marking the beginning of class is tardy. Please be aware that some teachers may define a tardy as not being in an assigned seat.

TRUANCY POLICY

- | | |
|-------------------------------|--|
| 1st Offense | <p>Staff will contact the home regarding the absence.</p> <ul style="list-style-type: none"> ● parent(s)/guardian(s) Contacted ● Meeting with Administration/Lead Teacher |
| 2nd Offense | <p>Staff will contact the home regarding the absence.</p> <ul style="list-style-type: none"> ● If verified truant, then the student meets with the Administration/Lead Teacher. ● Loss of PGCHS activities for one event |
| 3rd Offense | <p>Message sent home</p> <ul style="list-style-type: none"> ● Referral to Principal – direct contact made by Administration/Teacher to the parent(s)/guardian(s) – appropriate intervention noted in the discipline file. ● Continued discipline found in Step 2 ● When requested, parent(s)/guardian(s), shadow the student throughout the school day to ensure attendance. ● Parent/student warned of D.A. notification |

- **Monterey County D.A. Truancy Abatement Letter #1 generated**

4th Offense

Message sent home

- Direct contact with parent(s)/guardian(s) made by the Administrator.
- **All student field trips are taken away for the remainder of the semester**
- When requested, parent(s)/guardian(s), shadow the student throughout the school day to ensure attendance.
- Parent/student warned of D.A. notification
- **Monterey County D.A. Truancy Abatement Letter #2 generated**

5th Offense

Message sent home

- **Mandatory meeting set up with Administration, Counselor, parent(s)/guardian(s), and student.**
- When requested, parent(s)/guardian(s) shadow the student throughout the school day to ensure attendance.
- Parent/student warned of D.A. notification
- **Monterey County D.A. Truancy Abatement Letter #3 generated**

ENROLLMENT

Qualifications for enrollment to Pacific Grove Community High School: A student must live with natural parents or an adult who has legal guardianship and live within the Pacific Grove Unified School District attendance boundaries. Students who live with relatives must show proof of court-ordered guardianship or complete the District’s Caregiver Authorization form before a student may be enrolled at Pacific Grove Community High School.

CONDITIONS OF ENROLLMENT: Students must be at least 16 years of age and not older than 18 years of age. (Age requirements can be reviewed on an individual basis with the approval of the principal and teaching staff.) A prospective student and the student’s parent(s)/guardian(s) must meet with the Principal and PGCHS Counselor to determine if the student is eligible to attend PGCHS. Once approved, the student and parent(s)/guardian(s) must attend an orientation conference with staff at Pacific Grove Community High School.

In addition to new students attending an orientation conference with their parent(s)/guardian(s), all returning students and their parent(s)/guardian(s) will be required to attend an orientation with PGCHS staff at the beginning of each academic year.

If anytime during the year there is a consensus among the staff and principal that a student is not benefiting from enrollment at Pacific Grove Community High School, the parent(s)/guardian(s) will be requested to meet with the principal to determine if an alternative placement would be more appropriate. At that time, the student could be placed on a probation period. A subsequent failure to meet academic and/or behavior expectations could result in a recommendation for alternative placement.

TRANSFER TO ALTERNATIVE PROGRAM: Students at Pacific Grove Community High School may return to Pacific Grove High School at the beginning of a semester, only after attending an entire

semester at PGCHS and with administrator approval. Students must take all required classes normally associated with the semester in which they return. Students may be recommended for an independent study program if appropriate and students 18 years old may be recommended for Pacific Grove Adult School’s high school diploma program.

EMERGENCY CONTACT

In case a parent(s)/guardian(s) cannot be reached by telephone, only the people listed as emergency contact may be contacted. Please list three local contacts as emergency contacts and keep this information up-to-date.

TEMPORARY GUARDIANSHIP

Parent(s)/Guardian(s) need to make prior arrangements, in person, with the PGCHS Administrative Assistant as to the name, address, and home telephone number of any temporary guardian. Please indicate the length of time the temporary arrangement will be in effect.

CHANGE OF ADDRESS, E-MAIL, OR LEGAL GUARDIANSHIP

All changes should be immediately registered in the PGCHS Office. Proof of new residency will be required.

GRADUATION REQUIREMENTS & GRADING POLICY

GRADUATION REQUIREMENTS

To **earn a diploma** from Pacific Grove Community High School, a student **must earn a minimum of 200 units of credit** and complete **42 hours of community service**: 12 hours due per academic year. Class of 2022, 2023, and 2024 will need to earn 36 hours of community service to earn their high school diploma. Pacific Grove Community High School shall graduate and grant a diploma to any pupil who satisfactorily completes the following requirements.

COURSE	CREDITS
ENGLISH	40
GEOGRAPHY	10
WORLD HISTORY	10
UNITED STATES HISTORY	10
GOVERNMENT	5
ECONOMICS	5
MATHEMATICS	10
ALGEBRA	10
LIFE SCIENCE	10
PHYSICAL SCIENCE	10
PHYSICAL EDUCATION	20
HEALTH	5
ARTS	10
VOCATIONAL EDUCATION	5
ELECTIVES	40
TOTAL CREDITS:	200

GRADING POLICY: At Pacific Grove Community High School, credits are broken into points. Ten (10) points of completed work are equal to one (1) required credit. This system allows the staff to offer

a wide variety of units to meet an individual student's credit needs. It also allows for special incentives and lowers the frustration level for many students. To meet the weekly requirement, each student must earn at least 15 points per week. Students who are behind in credits will have a higher minimum number of required points to earn each week.

Students, teachers, and Parent(s)/Guardian(s) collaborate to develop an Individual Learning Plan (ILP) for each student. ILP meetings include 1:1 academic counseling with the student regarding his/her strengths, areas of need, career interests, community service options and progress, reflection on his/her behavior and attendance, and goal setting. ILPs are updated every six (6) weeks.

HOMEWORK POLICY:

In general, homework assigned at the high school level is expected to require approximately thirty minutes per academic class or approximately two to three hours of the student's time outside of the school day on a regular basis. Homework may be specific to the content of a subject and is expected to incorporate reading, writing, and critical thinking, and independent study skills development and application *PGUSD Board Policy 6154*. Homework that is copied is considered a violation of the Academic Dishonesty Policy and will receive a zero grade. Teachers will regularly monitor and evaluate the amount of time homework assignments are taking students to complete and will assess and recommend any adjustments as needed. Teachers assigning technology-based homework assignments will offer non-technology-dependent homework as an alternative, if possible. Departments will make every effort to coordinate projects and larger assignments so that conflicts in due dates will be minimized.

PGCHS understands the amount of homework for some will be an ongoing struggle; for those students, we recommend the following:

- 1) Start as early as possible so questions can be sent to teachers via email, Google Classroom, or in person.
- 2) Use the provided PGCHS planner to write down assignments/due dates and/or use apps for time management.
- 3) Utilize time provided in classes and ask peers and staff questions before leaving campus.
- 4) Remove all electronic devices that may disrupt you – especially cell phones!
- 5) Speak with your teacher(s) privately if there are consistent or excessive homework assignments that demand longer minutes/hours than usual.

MAKE-UP WORK

Make-up work is defined as all classroom work and exams. Homework is the work assigned by a teacher to be completed outside of the classroom.

- **Responsibility: Students are responsible for requesting make-up work and homework after an excused absence.** These requests should be made at the teacher's convenience on the day the student returns to school, Tuesday through Friday, regardless of whether or not the student has that class that day. If the absence is an extended absence (longer than a week) due to illness or emergency, the parent(s)/guardian(s) should contact the student's teacher to facilitate making up both classroom work and homework.
- **Due Dates:** The teacher will determine when make-up work is due. If the absence is less than a week, the student will have one day for each day of an excused absence to turn in homework.
- **Suspension:** Students may request make-up work and homework from their teachers upon returning to school after the period of suspension is over. The make-up work will be graded, and the student will receive credit for that work. If the student is suspended for longer than one day, the parent(s)/guardian(s) may request a homework packet from the teacher that can be

picked up from the Front Office by the parent(s)/guardian(s) of the student between 2:30 and 3:00 p.m. (The suspended student is not allowed on campus during the period of suspension.) **This homework will be due to the teacher upon return to school.** In lieu of requesting homework during the time of a suspension that is longer than one day, the student would contact the teacher upon return to school and receive their assignment and a due date for the missed work at that time.

- All students are encouraged to get information about classroom work and homework by calling friends, or by checking on Google Classroom for assignments when made available by particular teachers in this manner.

REPORT CARDS: Every six weeks credits are totaled and report cards are sent to the parent(s)/guardians(s) and students. Parent(s)/Guardian(s) are also kept up-to-date on their student's progress through phone calls, emails, and/or parent(s)/guardian(s) conferences after every six-week Round.

STATE TESTING: State-mandated testing is administered every year to students. It is vital that all students participate and give their best effort. Results from state testing may be used for college placement. Students will also participate in other district exams.

COMMUNITY SERVICE: All students must complete **42 hours of community service:** 12 hours due per academic year. Class of 2022, 2023, and 2024 will need to earn 36 hours of community service to earn their high school diploma to receive a high school diploma. Community service hours must be completed outside of school hours. Forms must be on file with the front office by the end of May in order to participate in the graduation ceremony and receive a diploma. Community service options are listed on class websites, posted on the Community Service bulletin board, and are reviewed in class regularly.

WORK EXPERIENCE: All students under the age of 18 must have a work permit in order to be employed as required by state law. Work permits will be revoked if a student's academic progress or attendance is jeopardized. Information and applications regarding work permits may be obtained in the school front office. Pacific Grove Community High School offers Work Experience as an elective course. Students may earn up to 10 credits per year. Applications for Work Experience may be obtained in the school office. Teachers and/or staff will periodically talk with student's employers to discuss the student's progress. If students are not meeting their weekly point goals at PGCHS, their work permits may be revoked.

COLLEGE CLASSES FOR HIGH SCHOOL CREDIT: Students who choose to take college classes for high school for credit may do so under the following guidelines:

- The student must meet with the Lead teacher, complete a Monterey Peninsula College (MPC) dual enrollment form, and secure administrative permission from the Principal prior to enrolling in the college class.
- Students must request that the college send transcripts to the high school in order for credit to appear on their high school transcripts. PGCHS credits will be determined in conjunction with the student, parent(s)/guardian(s), counselor, Principal, and lead teacher prior to enrollment.
- If students plan to return to Pacific Grove High School, the PGHS counseling office will calculate the number of high school credits a student receives.

ONLINE COURSES: Online courses offered by an accredited institution will be accepted for high school credit **only with prior approval**. Midterm and final exams must be approved and proctored by school personnel. It is the responsibility of the student to arrange exams in accordance with the individual requirements of the online course.

NON-GRADUATES: Students not graduating with their class must complete all requirements before the start of the next school year to be granted a diploma from Pacific Grove Community High School.

ACADEMIC AND SOCIAL EMOTIONAL SUPPORT

OUTREACH COUNSELOR

The PGCHS Counselor is available to every student. Though not a licensed therapist, the PGCHS provides a confidential, safe place for struggling students. Pacific Grove Community High School offers group and individual counseling to those students who are experiencing personal and/or school-wide issues. The outreach counselor visits the school once each week to work with students on further developing their career and college plans. Services include

- Student crisis
- Academic intervention
- Short-term coping skills for anxiety and depression
- Time and stress management
- Financial Aid Application (FAFSA)
- Referrals to community services
- Additional support for special populations
- **Student Study Team (SST):** For those students who are having academic problems or are experiencing other issues outside the classroom an SST Committee consisting of the Principal or Principal's designee, counselor, teachers, parent(s) or guardian(s), student, and district personnel will gather information about the student and will meet and develop a plan of interventions aimed at assisting the student inside and outside of the classroom. Please contact the Counselor for additional information.

LICENSED MENTAL HEALTH THERAPIST

The High School Licensed Mental Health Therapist provides direct mental health services including counseling, consultation, mental health evaluations, treatment, mental health assessments, and case management to help guide students in developing skills and strategies for dealing with problems like anxiety, depression, trauma, substance abuse, suicide, grief, family discord or any problems contributing functional impairments in school and achievement. The Licensed Mental Health Therapist also acts as a resource to teachers and staff by communicating and collaborating with them as a means of effectively supporting student progress.

SCHOOL SERVICES

FOOD SERVICE: CA Universal Meals:

The Food Service Department is committed to providing students with nutritious meals and is aware of the importance and impact good nutrition has on student learning and achievement. We are happy to offer free school meals in SY 2023-24. We will make available one (1) breakfast meal and one (1)

lunch meal to every PGUSD student every school day.

- A reimbursable breakfast meal consists of an entree, fruit and/or vegetable, and optional milk.
- A reimbursable lunch meal consists of an entree, fruit, vegetable, and optional milk.

If the student wishes to take milk to complement their meal from home, we encourage the student to take two more food items to make the meal free and reimbursable. Otherwise, the student will have to pay for milk individually.

Meal Application:

The District encourages each household to complete a meal application every school year *on or after July 1* as the previous year's eligibility expires 30 days into the new school year. While a meal application is not required to receive free school meals, your household may qualify for education benefits or reduced utility and broadband rates if you qualify for free or reduced-priced meals by completing a meal application.

[Online meal applications](#) are available during registration as well as on the District [website](#) throughout the year. Paper applications are available at school offices and the District Office. We encourage online meal applications to ensure all fields are completed accurately. Completed meal applications will be processed within 10-business days of receiving and a notice of eligibility will be sent via mail or email.

Meal Account:

Every student has a meal account automatically linked to his/her name and student ID number. The meal account is a DEBIT account, not a credit account. At the time of receiving a meal, the student will need to input their student ID number into the Point of Sales. A reimbursable meal will be provided at no cost to the student.

If a student wishes to purchase a la carte items, an additional entree, a second meal, or individual milk there must be sufficient funds at the time of purchase.

Payment & Refunds on Meal Account:

- Cash or check payments can be made out to PGUSD Food Services and can be dropped off at the school sites or District Office.
- Online Pre-payments: Pre-payments for a la carte items via credit/debit card can be made on [Titan Family Portal](#) and will be automatically updated on the student's account.
- Refund requests may be made by contacting the School Nutrition Director.

We are a CLOSED campus, students are not permitted to independently leave campus during the school day. Students are also encouraged to bring their storable snacks, lunches, and/or water bottles from home, particularly if they attend afternoon workshops. A refrigerator, freezer, and private lockers are all available for food storage. We recommend that food or drinks that are kept in the community fridge or freezer be clearly labeled with the student's name to avoid confusion. Students may not take items from the fridge or freezer without staff's permission. Food left in the fridge or freezer after its expiration date will be discarded. Please notify the school office of any food allergies.

PLEASE SEE THE PACIFIC GROVE UNIFIED WEBSITE FOR MORE INFORMATION
[\(<https://www.pgusd.org/Departments/Food-Services/index.html>\)](https://www.pgusd.org/Departments/Food-Services/index.html)

HEALTH SERVICES – Use of Prescriptions and Over-the-Counter Medications

In compliance with *Ca. Ed. Code section 49423*, when an employee of the school district gives medication to a student, the employee must be acting in accordance with the written directions of a physician and with the written permission of the student's parent or legal guardian. These authorizations must be renewed whenever the prescription changes or at the beginning of the new school year – forms can be obtained through the Main Office. A prescription label on the container is not acceptable as a physician's statement. Over-the-counter medications will be given only if prescribed by a physician or dentist and are NOT allowed to be carried by students or left in vehicles.

Students who become ill at school will be sent to the Main Office to determine if they need to be checked out of school. Prior to releasing a student, the office must make parent(s)/guardian(s) contact, notifying the parent(s)/guardian(s) that the student either needs to be picked up or is being sent home. If no parent(s)/guardian(s) contact can be made, the student must remain in school. In cases of emergency, paramedics will be called and the parent(s)/guardian(s) notified as soon as possible. According to district board policy, school staff may not recommend or administer over-the-counter medication to students without a physician's form on file authorizing it. **Please do not send medication to school with your student if we do not have a medication release form completed by you and your doctor.** This form can be obtained at the Main Office and should be returned to the Main Office. **parent(s)/guardian(s) permission and physician authorization forms must be completed and on file in the school office before any medications can be administered by school staff.** This includes medications purchased over the counter. The physician must provide a written statement detailing the amount of medication and the method and time schedules by which the medication is to be taken. **Parent(s)/Guardian(s) must provide medications in a container labeled by a California pharmacist or, if it is an over-the-counter medication, in the original container.** Only a physician licensed in California should prescribe medications. If possible, discuss with your physician the possibility of arranging medication times during out-of-school hours. If a student has a condition that could result in an emergency situation during the school day, please contact the Main Office 646-6535, to develop a specific emergency plan that can be attached to the student's emergency card.

STUDENT HEALTH (related to parent(s)/guardian(s))

You have the right as a parent(s)/guardian(s): To be informed that school authorities will notify students in grades 7 to 12 that they may be excused from school for the purpose of obtaining confidential medical services without your consent. *Ca. Ed. Code §46010.1*

Student mental health services are available through the Pacific Grove Unified School District by contacting:

Director of Student Services 831-646-6523

HEALTH INSURANCE: It is strongly recommended that all students be covered for accidents under family health insurance. Pacific Grove Unified School District **does not** carry insurance that covers individual accidents and cannot be responsible for accidents that are beyond our control. The school does offer low-cost accident insurance that can be purchased from Myer-Stevens (forms are available in the Main Office).

GUEST SPEAKERS & SUBSTITUTE STAFF: We regularly invite local experts, business owners, college representatives, and other outside agencies to present information to our students. Students are expected to be polite and cooperative with guest speakers/substitute teachers at all times. Best behavior is expected.

FIELD TRIPS: We are able to supplement our on-site education programs with field trips each year. Students are required to participate in these events. Best behavior is expected.

STUDENT VISITOR POLICY: Student visitors are not allowed at Pacific Grove Community High School at any time. Students may not visit with persons loitering near the school boundaries, nor may items be exchanged from outside school limits onto campus.

PACIFIC GROVE HIGH SCHOOL EVENTS

DANCES: Pacific Grove Community High School seniors can attend Pacific Grove High School's Prom. Tickets for Prom must be purchased before the event and will not be sold at the door. Only a PGCHS senior and approved guest will be admitted. **Middle School students or individuals more than twenty years of age are not eligible to attend Prom.** All Pacific Grove High School rules apply. Students will not be readmitted to a dance once they leave and are expected to follow the PGHS dress code. Additional rules may apply. Guest passes must be obtained **before the event**. No visitors will be admitted without a guest pass. Hours of the Prom will be from 8:00 p.m. - 11:00 p.m. unless otherwise set by Pacific Grove High School. Students will not be admitted later than one hour after the beginning of the dance. All students and guests entering a Pacific Grove High School dance will be BREATHALYZED and may be breathalyzed upon exiting. All student guests may be required to show identification at the door.

ATHLETIC EVENTS: If Pacific Grove Community High School students attend any athletic events at Pacific Grove High School they are required to follow PGHS rules. Pacific Grove High School is a member of the Pacific Coast Athletic League and is governed by the League and CIF Constitution. All spectators are required to follow the CIF rules of good sportsmanship: no berating of the opposing school's team or mascot; no obscene gestures or cheers; no negative signs; no noisemakers; no complaints about the officials' calls are allowed. The administration, as part of its responsibility to maintain order and a true spirit of sportsmanship, has the right and the duty to eject any person whose behavior, verbal or physical, does not comply with the above.

SCHOOL POLICIES AND EXPECTATIONS

TECHNOLOGY USER AGREEMENT: Computers are available in class and are to be used for classwork. In order for students to access the computers on campus, including the Internet, all students must have a signed Tech User Agreement on file with the office. These agreements will be made available to students during classes at the beginning of school. Violations of the agreement will result in disciplinary consequences. The first offense will result in the loss of privileges for 30 days; a second offense will result in the loss of privileges for the remainder of the school year. **All repair or replacement costs incurred due to damage or negligence will be billed to the student and family.**

TEXTBOOKS: If textbooks are damaged or not returned, we will be enforcing *Ca. Ed. Code 489904b*, which states, "...property loaned to a pupil and willfully not returned upon demand...may, after affording the pupil his or her due process rights, withhold grades, diploma, and transcripts of the

pupil...until the pupil...has returned or paid the damage..." Lost textbooks must be paid for before a student is issued another textbook.

DEBTS AND FINES: In order to receive a diploma a student must satisfy all graduation requirements and have cleared all debts and fines *CA Ed Code 48904(a)(1) and (b)(1)*. *Fines for lost books from PG Community High School will be paid in the office. Fines for lost books or late books from Pacific Grove High School could be paid to the office and the office will send it to the Pacific Grove High School Library or the parent(s)/guardian(s) or student may take it to the Pacific Grove High School Library. All other fines should be paid to the office.*

CELL PHONES OR ELECTRONIC DEVICES: The telephone in the school office is available to students, with permission, outside of class time, which includes breaks, and after school. Since it is important to keep classroom disruptions to a minimum, reminders for appointments or after-school activities should be made ahead of time or to the school office. In the case of a medical or life-threatening emergency, where you must reach your child immediately or speak to someone immediately, call 831-646-6535 or come to the office at Pacific Grove Community High School. In such emergencies, students will be allowed to use their cell phones to notify families of their safety. Under state law, students may have possession of a cell phone on campus. This law allows the local districts to determine the guidelines for the use of phones on campus during school hours. At PGCHS, students are expected to hand in their cell phones upon arrival. Students are expected to stay off their cell phones and all other electronic devices that have not been approved by the school district during instruction time (9:00 AM-12:30 PM). Cell phones will be returned to students at 12:30 following campus checkout procedures.

This policy is intended to increase student focus on in-class learning and credit recovery, reduce the likelihood of cyberbullying during the school day, and decrease the distractions that social media inevitably brings to our class time.

Parent(s)/Guardian(s) are encouraged not to call students on cell phones during school hours.

STUDENT VEHICLES: Student parking is available on campus. The *only* areas on campus designated for student parking are the parking spaces beyond the dumpster. For safety and security reasons, Pacific Grove Community High School has the following vehicle guidelines that students must follow:

- During school hours, the parking lots are **off-limits to all students**, unless they have administrative permission or are leaving campus for the day.
- Any student who is observed speeding, driving recklessly, driving on school grounds without administrative permission, or who is parked illegally will be referred to the police department for citation and may be subject to school discipline measures. In addition, violators may have their driving privileges restricted.
- Any vehicle parked on campus is subject to search by school officials.

BICYCLES AND SKATEBOARDS: Students may not ride bikes or skateboards on school grounds. Pacific Grove Community High School provides a bicycle rack to lock up bicycles. Skateboards may be brought to the front office for the duration of the school day. Riding or doing tricks on skateboards/bicycles inside of PGCHS classrooms or on the sidewalk is not permitted.

The school is NOT responsible for lost or stolen bikes or skateboards.

SCHOOL PROPERTY: Students are responsible for any school property that they use including any damage to or loss of school equipment and/or textbooks. This also includes laptops, AV equipment, cameras, etc.

Security cameras have been installed at strategic locations to monitor student behavior.

PERSONAL PROPERTY AND SCHOOL LOCKERS: Pacific Grove Community High School is not responsible for loss of or damage to personal property that is brought on campus. This includes headphones, wallets, purses, money, jewelry, cell phones, etc. Students are, however, assigned secure private lockers with individual combination locks that may help protect personal property*. Students are encouraged **not** to share locker combinations with peers. Students are also encouraged to take extra precautions to label items with their names and not to lend items to peers, nor leave items in the classroom. The best way to prevent damage to or the loss of personal property is to leave valuable items at home.

NOTE: Lockers may be searched at any time and for any reason by staff members or law enforcement officials, including K9 units brought in by third-party agencies. Although staff will do their best to respect student privacy, lockers are school property and all items in lockers must adhere to PGCHS school policies e.g. contraband items.

STUDENT DRESS: In cooperation with teachers, students, and Parent(s)/Guardian(s), the principal or designee shall establish school rules governing student dress and grooming that are consistent with District policy and regulations. These school dress codes shall be regularly reviewed. The following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times.
2. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions, and likenesses, or which advocate racial, ethnic or religious prejudice.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited.

Teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

Consequences for Dress Code Violation

Students who fail to follow the provisions of the dress code will be held accountable in accordance with the established district/site discipline policy. Staff and administrators will refer to the SB Unified Discipline Ladder when working with students who are not following the dress code.

First Offense: Student conference with teacher and attire altered

Second Offense: Attire altered. Teacher conference with parent(s)/guardian(s) and student

Third Offense: Attire altered. Administrator, teacher, parent(s)/guardian(s), and student meeting

Persistent and flagrant violations of the dress code may result in further consequences as allowed by the California Education Code

NOTE: Pacific Grove Community High School curriculum often requires outdoor work in our garden or tree nursery, as well as for participation in our outdoor PE activities. Students are encouraged to wear clothing and footwear that is appropriate for outdoor activities and athletics. Not being dressed appropriately will not excuse a student from our outdoor learning/activities.

SEARCHES: Students and their belongings are subject to search by school officials under any circumstances considered to be “reasonable suspicion.” Other devices may be used such as metal detectors, breathalyzers, and search dogs. The administration reserves the right to random, unannounced searches of bags and vehicles parked on campus by school administrators and/or search dogs.

SMOKING: Pacific Grove Community High School and its grounds are **non-smoking** areas for all students, staff, and visitors at any time. Smoking or possession of tobacco and nicotine products is not allowed on campus, within the sight of campus, or at any school event. District policy defines tobacco and nicotine products as, but not limited to; a lighted or unlighted cigarette, cigar, pipe, or other smoking product or material, smokeless tobacco in any form, snuff, chew, clove cigarettes, and electronic cigarettes and/or vaping devices.

ANIMALS: Animals are not allowed on campus without prior approval from the principal and/or lead teacher. Parent(s)/Guardian(s) will be called to retrieve any animals that are brought without prior permission.

BEHAVIOR AND DISCIPLINE GUIDELINES

Pacific Grove Unified School District desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Our schools aim to provide alternatives to suspension or expulsion that are age-appropriate and designed to address the specific misbehavior. **Ca. Ed. Code 48900 (v)** A student may be suspended or expelled for acts that occur during a school activity or attendance while on the school grounds, while going to or coming from school, during the lunch period whether on or off-campus, and during or while going to or coming from a school-sponsored activity.

Progressive discipline is addressed with each student and when necessary the student's parent(s)/guardian(s). Any of the following actions are possible when a behavior or disciplinary infraction occurs, depending on its severity: conference with the student, parent(s)/guardian(s) contact, student and parent(s)/guardian(s) conference with the teacher and/or administration, suspension,

alternative placement, contact with police or other appropriate agency, a possible recommendation to the Board for expulsion from the District.

Pacific Grove Community High School maintains a positive, supportive environment that ensures personal and social growth. Students are expected to follow established school rules, cooperate with the staff, and learn to tolerate and respect differences in others.

REWARDS: Students can earn positive rewards for class participation, surpassing Individualized Learning Plan (ILP) goals, meeting class goals, winning class competitions, and other exceptional behaviors.

ACADEMIC HONESTY: It shall be the policy of Pacific Grove Community High School that students shall not represent another person's work, information, ideas, or research as their own without properly identifying the originator. The following are examples of plagiarism: copying material word for word without giving credit; copying the classwork of another student; looking at another student's work during an exam; having another student complete coursework assigned to you; any other attempt to misrepresent another student's work as your own.

- a) The **first incident** of academic dishonesty will result in a zero "0" on the test, quiz, or assignment, and parent(s)/guardian(s) notification.
- b) The **second incident** in the same class will result in a "0" on the test, quiz, or assignment, and the parent(s)/guardian(s) notification.
- c) The **third incident** during the school year, in any class, may result in a suspension.

<https://boardpolicy.pgusd.org/2019/04/30/5144-student-student-welfare-discipline-3/>

DRUGS/ALCOHOL: Students who possess or are under the influence of any illegal substance and/or who possess drug paraphernalia are subject to the following discipline:

- **First Offense:** Notification to parent(s)/guardian(s); notification of legal authorities; suspension; and referral to an intervention program. Offenses remain in the active discipline file and are cumulative for the student's entire high school career.
- **Second Offense:** Notification to parent(s)/guardian(s); notification of legal authorities; suspension; referral for alternative placement and/or expulsion.
- **Sale or possession for sale:** Notification to parent(s)/guardian(s); notification of legal authorities; automatic five-day suspension and mandatory recommendation for expulsion.

NONDISCRIMINATION/HARASSMENT

Philosophy

Students have the fundamental right to a safe and secure environment. Students and parent(s)/guardian(s) place their trust in school officials to take all reasonable steps to provide a setting that is free of humiliation, intimidation, and threat. Accordingly, the district and staff shall not tolerate any incidents of unlawful discrimination, including harassment, intimidation, or bullying. To this end, the administration has the duty to implement programs that encourage students to behave with civility and common decency, and to establish and enforce codes of conduct that hold students accountable should they violate this policy.

Definitions

For purposes of this policy, harassment consists of verbal or physical conduct relating to an individual's race, color, religion, ancestry, nationality, national origin, immigration status, ethnicity, ethnic group identification, marital or parental status, pregnancy, physical or mental disability, age, economic status, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics when:

1. The harassing conduct is sufficiently severe, persistent or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening, or abusive educational environment; or
2. The harassing conduct has the purpose or effect of substantially or unreasonably interfering with an individual's academic performance; or
3. The harassing conduct otherwise adversely affects an individual's learning opportunities.

For the purposes of this policy, bullying occurs when a student is intimidated by verbal or physical conduct or actions by one or more persons, i.e., "picked on." Bullying includes assault; extortion; oral or written threats; teasing; putdowns; name-calling; threatening looks, gestures, or actions; cruel rumors; false accusations; social isolation; and hazing, which is defined as ritualistic behavior that subjects persons to abusive or humiliating tasks and ridicule. Intimidation refers to actions that would inflict or attempt to inflict fear, humiliation, or injury.

Application

This policy shall apply to all academic programs and extracurricular activities, including school-sponsored events away from school and while traveling to and from any school activity.

The Board of Education prohibits unlawful discrimination, including harassment, intimidation, or bullying of any student by any employee, student, or other people in the district. Staff shall be alert and immediately responsive to any individual's conduct, which may interfere with a student's ability to participate in or benefit from school services, activities, or privileges. Upon witnessing an act of unlawful discrimination, including harassment, intimidation, or bullying, staff members are expected to immediately intervene, unless intervention would pose a threat to the staff member's safety. All incidents of unlawful discrimination, including harassment, intimidation, or bullying are to be reported to the school principal for investigation.

Any student who feels that he/she is being or has been subjected to unlawful discrimination, including harassment, intimidation, or bullying shall immediately report the incident to a school employee. Any student who has witnessed unlawful discrimination, including harassment, intimidation, or bullying is expected to immediately report the incident to a school employee. Parents and/or guardians, on behalf of their child, are similarly expected to immediately report incidents of unlawful discrimination, including harassment, intimidation, or bullying to the principal. A school employee to whom a complaint is made shall report it to the principal or designee immediately. If the alleged offender is the principal or designee, the person reporting the complaint shall report the incident to the Superintendent or designee. Any student who retaliates against another for reporting unlawful discrimination, including harassment, intimidation, or bullying may be subject to disciplinary action as defined in this policy.

In addition, the student, parent(s)/guardian(s), or employee may file a formal complaint with the Superintendent or designee in accordance with the district's uniform complaint procedures (**BP 1312.3**).

SUSPENSION AND EXPULSION/DUE PROCESS

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and wellbeing, and promotes their learning and development. The Superintendent shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: *Ca. Ed. Code 48900(s)*

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

Suspended or expelled students shall be excluded from all school-related extra-curricular activities during the period of suspension or expulsion.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Suspension from school requires that a student remains under his/her parent or guardian's custody during regular school hours. **Suspended students are not to be on or near the school campus during the suspension. Students are ineligible to participate, as a participant or spectator, in any school-related activity during their suspension.** Students may be suspended for any violation of Education Code section 48900 listed below. (Board Policies/Administrative Rules and Regulations Number 6053) **Students who have repeated suspensions throughout the year are subject to alternative placement.** Per *CA ED Code 49079*: Teachers are to be notified about students who have violated *CA Ed Code 48900* – regardless if the offense occurred while in attendance at PGUSD or not. The following are suspendable offenses as listed under the California Ed Code 48900:

- a) a.1 “Caused, attempted to cause, or threatened to cause physical injury to another person.”
 - a.2. “Willfully used force or violence on another person, except in self-defense.”
- b) “Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous objects unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.”

- c) “Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance, listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or intoxicant of any kind.”
- d) “Unlawfully offered, arranged, or negotiated to sell any controlled substance, listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.”
- e) “Committed or attempted to commit robbery or extortion.”
- f) “Caused or attempted to cause damage to school property or private property.”
- g) “Stolen or attempted to steal school property or private property.”
- h) “Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets betel and electronic cigarettes. However, this section does not prohibit use or possession by a pupil of his/her own prescription products.”
- i) “Committed an obscene act or engaged in habitual profanity or vulgarity.”
- j) “Unlawfully possessed or unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health & Safety Code.”
- k) “Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- l) “Knowingly received stolen school property or private property.”
- m) “Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is as substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.”
- n) “Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 298 of the Penal Code or committed a sexual battery as defined in Section 253.4 of the Penal Code.”
- o) “Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.”
- p) “Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.”
- q) “Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined by subdivision (f) and (g) of Section 32261, directed specifically toward pupil(s) or school personnel.”

- r) “A pupil who aids or abets the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion.”
- s) “A pupil who aids or abets in the attempted or infliction of physical injury to another.”

48900.2 Sexual Harassment

“A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.”

48900.3 Hate Violence Crime

“A pupil in any grades 4-12 inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in, an act of hate violence as defined in Education Code 33032.5.

48900.4: Harassment/Intimidation

“Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonable expected effect of materially disrupting class work, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment.”

48900.7 Terrorist Threats

“Terrorist threats against school officials, school property, or both.”

BEHAVIOR GUIDELINES

The following guidelines are a matrix of possible consequences for violation of California Education Code and school policy. EC=Ed. Code PC=Penal Code HSC=Health and Safety Code

ISSUES	VIOLATIONS	CONSEQUENCES
<p>1. PHYSICAL INJURY & VIOLENCE</p> <p>MUTUAL COMBAT/FIGHTING/ THREATS/ASSAULT</p> <p>EC § 48900 (a1) EC §48900 (s)</p>	<p>(a1) Caused, attempted to cause, or threatened to cause physical injury to another person; fighting/mutual combat.</p> <p>Threats (telephone, written, electronic): Bomb threats, verbal threats (not terrorist threats-see below); Assault: Verbal attack, attempt to cause injury, place person in fear.</p> <p>(s) Aiding or abetting infliction of physical injury.</p>	<p>✓ Suspension EC § 48900 (a1) or (s).</p> <p>✓ Referral to Counseling.</p> <p>✓ Police Citation - Fighting on school grounds: PC 243.2.</p> <p>✓ Expulsion Recommendation – Mandatory consideration for assault on school official EC § 48915 (a5).</p>
<p>2. BATTERY</p> <p>EC § 48900 (a2)</p>	<p>(a2) Willfully used force or violence upon another person, except in self-defense: striking, shoving and/or kicking.</p> <p>Not mutual combat. Battery against student, battery against staff member.</p> <p>Battery: Unlawful injury, beating, hitting of another person – does not fight back.</p>	<p>✓ Suspension EC § 48900 (a2).</p> <p>✓ Referral to Counseling.</p> <p>✓ Police Intervention PC 242, 243.2.</p> <p>✓ Expulsion Recommendation – Mandatory consideration for assault on school official EC § 48915 (a5).</p>
<p>3. WEAPONS/DANGEROUS OBJECTS EXPLOSIVES/REPLICA WEAPONS</p> <p>EC § 48900 (b) (m) US Code, Section 921, Title 18</p>	<p>(a2) Assault with deadly weapon.</p> <p>(b) Possessed, sold, or otherwise furnished any firearm (handgun, rifle, shotgun, pistol), knife (dirk, dagger, fixed, sharpened blade for stabbing, screwdriver), explosive, or other dangerous object (aims or points a laser pointer at another), possession, use of fireworks, firecrackers, snappers, poppers, lighter, matches, razor blades, shocking pens.</p> <p>EC 48915 (c5) Explosives: M80, bottle rocket, dynamite, bomb, grenade, nitroglycerin, blasting caps.</p> <p>(m) Possessed an imitation (replica) firearm: BB gun, pellet gun, paint gun.</p>	<p>✓ Suspension EC § 48900 (b) (m).</p> <p>✓ Police Intervention PC 626.9, 244.5, 417, 653 (g). PC626.10</p> <p>✓ Fire Department Intervention (Explosives) PC 148.1, HSC 12000, 12301 (a).</p> <p>✓ Expulsion Recommendation – EC § 48915 [Mandatory for brandished knife (c2), possession of a firearm (c1), explosives (c5)].</p> <p>✓ Expulsion Recommendation – locking blade or similar knife or other dangerous object regardless of size.</p> <p>✓Other weapons: to include, but not be inclusive of: switchblade, stiletto, box cutter, billy club, sandbag, nunchaku, ninja star, mace, pepper spray, sling shot, sword, stun gun, brass knuckles.</p>
<p>6. PROPERTY DAMAGE/ VANDALISM GRAFFITI/ARSON</p> <p>EC § 48900 (f)</p>	<p>(f) Caused or attempted to cause damage to school property or private property.</p> <p>Possession or graffiti implements (markers, scribes, liquid or aerosol paint).</p>	<p>Suspension EC § 48900 (f).</p> <p>✓ Restitution to Victim/Community Service.</p> <p>✓ Police Citation - Graffiti: PC 594 (a1), 594.1, 640.5; Vandalism: PC 594; Arson: PC 451, 452.</p> <p>✓ Fire Department Intervention PC 451, 452.</p> <p>✓ Expulsion Recommendation.</p>

<p>7. THEFT EC § 48900 (g) (l)</p>	<p>(g) Caused or attempted to steal school property or private property. (l) Knowingly received stolen school property or private property (Possession of stolen goods).</p>	<p>✓ Suspension EC § 48900 (g). ✓ Restitution to Victim/Community Service. ✓ /Police Intervention PC 484, 487, 488. ✓ Expulsion Recommendation.</p>
<p>8. TOBACCO EC § 48900 (h) EC § 48901</p>	<p>(h) Possessed or used tobacco or nicotine products: Cigarettes, cigars, mini cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel or electronic cigarettes...</p>	<p>✓ Police Citation PC 308 (b). ✓ Referral to Smoking Cessation Program. ✓ Suspension EC § 48900 (h). ✓ Referral to Counseling.</p>
<p>9. PROFANITY & VULGARITY OBSCENITY EC § 48900 (i)</p>	<p>(i) Committed an obscene act or engaged in habitual profanity or vulgarity: Indecent exposure (may/may not be sexual harassment), mooning, pantsing, urinating in public, possession of pornographic literature or use of pornographic Internet websites, lewd or obscene gestures</p>	<p>✓ Teacher warning; Teacher suspension; Detention or Suspension. ✓ Administrative Conference. ✓ Suspension Automatic if profanity is directed toward a school official EC § 48900 (i). ✓ Police Intervention. PC415(3)</p>
<p>10. PARAPHERNALIA EC § 48900 (j) HSC 11364</p>	<p>(j) Possessed, offered, arranged, or negotiated to sell any drug paraphernalia: Pipes, smoking or injecting devices, syringes, Zig Zags (rolling papers), roach clips, bowls, bong.</p>	<p>✓ Suspension EC § 48900 (j). ✓ Referral to Counseling. ✓ Police Intervention.PC308(b) B&P4140 ✓ Expulsion Recommendation.</p>
<p>11. DISRUPTION & DEFIANCE EC § 48900 (k)</p>	<p>(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. Unlawful assembly, inciting riot. Cheating, bus misconduct, classroom disruption, not complying with assigned discipline consequence, forgery, gambling, littering, throwing objects, setting-off fire alarm.</p>	<p>✓ Teacher warning; Removal from class/activity; Teacher suspension. ✓ Detention or In-House Suspension. ✓ Administrative Meeting and Counseling. ✓ Suspension EC § 48900 (k). Expulsion recommendation for repeated violation. ✓ Police Intervention.</p>
<p>12. SEXUAL ASSAULT OR BATTERY EC § 48900 (n)</p>	<p>(n) Committed or attempted to commit a sexual assault, or committed a sexual battery: Rape, sodomy, child molestation, statutory rape. Refer to PC 243.4, 261 - 269, 286, 288.</p>	<p>✓ Suspension EC § 48900 (n). ✓ Police Intervention PC 243.4, 261 - 269, 286, 288. ✓ Expulsion Recommendation.</p>
<p>13. ELECTRONIC SIGNALING & OTHER DEVICES EC § 48901.5, EC § 48900 (k). May possess on school campus during the day, not activated.</p> <p>ELECTRONIC MUSIC EQUIPMENT OR GAMES EC § 48900 (k).</p>	<p>Activated, used, or lent to another any electronic signaling device (i.e. cell phone, on campus during the school day, while attending school-sponsored activities, or while under the supervision and control of a school district employee.</p> <p>Possession, use of electronic games, portable music equipment: Radios, iPods, cell phones, "Beats" headphones</p>	<p>✓ 1st Offense: Confiscation of device. Student reminded of policy and device returned at the end of the day. ✓ 2nd Offense: Confiscation of device. parent(s)/guardian(s) contacted to pick up device. ✓ 3rd Offense: Confiscation of device. Parent/ Guardian contacted to pick up device. ✓ Suspension for defiance EC § 48901.5, 48900 (k).</p>

<p>14. SEXUAL HARASSMENT EC § 48900.2 PC 212.5 Grades 4 to 12</p>	<p>Committed acts of sexual harassment: Unwanted sexual advances; sexual favors; sexual gestures, objects, or pictures; touching, assault; derogatory comments, slurs, or jokes.</p>	<p>✓ Suspension EC § 48900.2. ✓ Police Intervention PC 243.4. ✓ Expulsion Recommendation.</p>
<p>15. HATE VIOLENCE EC § 48900.3 Grades 4 to 12</p>	<p>Caused, attempted to cause, threatened to cause, or participated in any act of hate violence (expression of hostility due to race, gender, religion, disability, nationality, sexual orientation): Racial slurs over time, e-mail, insults, taunts, posting or distributing posters or leaflets, jokes, physical assault, vandalism, telephone calls, cross burning, destroying religious symbols.</p>	<p>✓ Suspension EC § 48900.3. ✓ Police Intervention PC 422.6 - 422.76, 628.1. ✓ Expulsion Recommendation.</p>
<p>16. HARASSMENT/BULLYING EC § 48900.4 Harassing a complaining witness EC § 48900 (o)</p>	<p>Intentionally engaged in harassment, threats, or intimidation, directed against a student or group of students or school employees: Stalking, kidnapping. (o) Harassed, threatened, or intimidated a pupil who is a complaining witness in a school disciplinary procedure (expulsion hearing).</p>	<p>✓ Suspension EC § 48900.4. ✓ Referral to Counseling. ✓ Expulsion Recommendation. Possible Police Report for Intimidating a Witness PC136.1</p>
<p>17. TERRORISTIC THREATS EC § 48900.7</p>	<p>Made terroristic threats against school officials, students, staff, or school property, or both, written or oral that could result in death, great bodily injury, or property damage in excess of \$1,000, even if not carried out. Person is in sustained fear of his or her own safety or family's safety.</p>	<p>✓ Suspension EC § 48900.7. ✓ Police Intervention PC 422. ✓ Expulsion Recommendation.</p>
<p>18. DRESS CODE EC § 48900 (k)</p>	<p>Violation of school dress code policy as outlined in the Student Handbook.</p>	<p>✓ Dress changed/Accessory seized/Detention/Suspension. ✓ parent(s)/guardian(s) notified. ✓ Suspension EC § 48900 (k).</p>
<p>19. HAZING EC § 48900 (q) EC § 32050</p>	<p>(q) Engaged in or attempted to engage in hazing as defined in EC § 32050. Hazing: Initiation into school/student body clubs or organizations in a manner that causes or is likely to cause bodily damage, harm, degradation, disgrace, or physical or mental harm to a student.</p>	<p>✓ Suspension EC § 48900 (q). ✓ Police Intervention PC 242, 212.5., 245.6 ✓ Expulsion Recommendation.</p>
<p>20. ATTENDANCE EC § 48260, EC § 48262, EC § 48264.5 (a) Disruption of school activities EC § 48900 (k)</p>	<p>Left campus during school day without obtaining permission through the front office first; no hall pass, left class without permission. Truant from school or contributed to the truancy of other students.</p>	<p>✓ Detention/Suspension. ✓ Truancy Letters/SART. ✓ Police Citation EC § 48264.5 (a) - ages 13 and above. ✓ Referred to SARB EC § 48320. ✓ Referred to District Attorney Mediation/Juvenile Court.</p>
<p>21. VISITORS/TRESPASSING/ CAMPUS</p>	<p>Invited visitors to school for any reason during the school day; loitering/unauthorized presence on</p>	<p>✓ Visitor escorted off campus. ✓ Persona non grata declaration/Restraining Order.</p>

<p>DISRUPTION/THREATS, ASSAULTS TO SCHOOL OFFICIALS EC § 32211, 44811, 44014</p>	<p>campus; threats to school officials by Parent(s)/Guardian(s) or adults; students visiting campus during suspension or expulsion period or during vacation period without permission</p>	<p>✓ Police Intervention/Citation - Trespassing PC 626.7-626.9; Threats to school officials: PC 71; Terroristic Threats: PC 422.</p>
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BULLYING/CYBERBULLYING

Philosophy and Application

The Board of Education is committed to providing a safe, positive learning environment for all students. The Board recognizes that bullying and cyberbullying create an atmosphere of fear and intimidation, detract from the safe environment necessary for student learning, and may lead to more serious violence. All forms of bullying by students are hereby prohibited. This policy shall apply to all academic programs and extracurricular activities, including school-sponsored events away from school and while traveling to and from any school activity.

Definition

For the purposes of this policy, bullying shall mean verbal, written, or physical conduct involving sexual harassment, hate violence, and/or harassment, threats, or intimidation by a student or group of students that has or is likely to have the effect of:

1. Causing a student to fear harm to the student or the student’s property;
2. Physically, emotionally or mentally harming a student;
3. Interfering with a student’s academic performance; or
4. Interfering with a student’s ability to participate in or benefit from the school’s services, activities, or privileges.

Bullying includes “cyberbullying” which is committed on or off-campus through an electronic device and involves the creation or transmission of communication such as:

1. An inappropriate message, text, sound, video, or image;
2. A post on a social networking site that involves a burn page, a credible impersonation, or a false profile; or
3. An act of cyber sexual bullying which involves a photograph or other visual recording of a nude, semi-nude or sexually explicit image of an identifiable minor.

The terms "bullying" and "cyberbullying" shall not be interpreted to infringe upon a student's right to engage in legally protected speech or conduct.

Reports of Suspected Bullying and Cyberbullying

Any student who believes that he/she is being or has been subjected to, or has witnessed bullying or cyberbullying shall immediately report the incident to a school employee and/or contact the district's anonymous, confidential reporting system. Parents and/or guardians, on behalf of their child, are similarly expected to immediately report incidents of bullying or cyberbullying to the principal and/or to contact the district's anonymous, confidential reporting system. Any reports of suspected bullying or cyberbullying will be forwarded to the school principal or designee.

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

SUBJECT: Pacific Grove Adult Education Student and Staff Handbook

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Barbara Martinez, Pacific Grove Adult Education Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Pacific Grove Adult Education Student and Staff Handbook for the 2023-2024 school year.

BACKGROUND:

Each year, the Pacific Grove Adult School reviews and amends the student and staff handbook which provides student and staff information and protocols as it relates to this site.

INFORMATION:

Staff handbooks are provided to students and staff the start of staff employment and at the start of each school year. It is also available on the site webpage at <https://pgadulterd.pgusd.org/> A hard copy can also be located in the staff room and in each of our classrooms at the adult school.

Updates to the student and staff handbook for this year include:

- Updated names of board trustees, district, and site staff
- Updated BIG FIVE Safety protocols to include Inclusive Practices for Students with Disabilities and Trauma Informed Approach when practicing and implementing safety protocols.

FISCAL IMPACT:

No Fiscal Impact

STAFF & STUDENT HANDBOOK



PACIFIC GROVE
ADULT EDUCATION



1025 Lighthouse Avenue, Pacific Grove, CA 93950
831-646-6580 / Fax: 831-646-6578
pgadulthood.pgusd.org

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Welcome to Pacific Grove Adult Education!

Our experienced supportive teachers and staff are committed to providing you high quality, student friendly classes and programs designed to help you reach your personal, educational and career goals.

Whether your goal is to attain your high school diploma or high school equivalency, develop and strengthen your English reading, writing and speaking skills, improve your computer skills, expand your knowledge about effective parenting or support your health through physical exercise, we have classes for you.

Pacific Grove Adult Education is a proud member of the Monterey Peninsula Adult Education Consortium. As the principal of Pacific Grove Adult Education and MPAEC team leader, I want to assure you that we will continue to provide quality programs that serve our community.

I am proud to be principal of Pacific Grove Adult Education and am honored to work with our outstanding staff and community. I invite you to stop by our school and pick up a brochure. You can also visit our website at pgadulted.pgusd.org where you can access all of our course offerings.

See you around the campus,

Barbara Martinez
Principal

2023 - 2024 Pacific Grove Adult Education

June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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October 2023						
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29	30	31				

November 2023						
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April 2024						
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June 2024						
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	Breaks
	Holidays (9)
	Local Holidays (5)
	Professional Development (4)
	Minimum Day Classified Staff
	Welcome Breakfast 8/3 for staff
	First/Last day of K-12 School

<u>Sessions</u>	
Summer	06/26 - 09/18 11 wks
Fall	09/25 - 12/23 11 wks
Winter	01/08 - 03/23 10 wks
Spring	03/25 - 06/08 10 wks

Last Updated: 01/27/2023

Pacific Grove Unified School District Mission Statement

Pacific Grove Unified School District, in partnership with the community, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will ensure opportunities for students to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

Pacific Grove Adult Education Mission Statement

Providing a program of quality academic, vocational and physical education for adults is the primary goal of Pacific Grove Adult Education. In achieving this goal, Adult Education has built its curriculum on the philosophy that increasing knowledge allows any subject to be enjoyed, pursued, accepted or defended to greater degrees. We believe strongly in the right of every adult in the community to gain an education regardless of age, heritage, challenges or background.

Student Learning Outcomes

Goal #1

Students will be self-empowered

- Students will know how to seek key resources
- Students will increase self-confidence
- Students will have the ability to thrive in their community

Goal #2

Students will be productive and responsible community members

- Ability to apply classroom knowledge in real-world situations
- Ability to set realistic goals
- Ability to seek support for themselves and others

Goal #3

Students will be life-long learners

- Willingness to re-evaluate goals and ask questions
- Willingness to apply a variety of learning methods
- Willingness to pursue one's goals

GENERAL INFORMATION

Enrollment

Students must be 18 or older to enroll at PGAE. (Cal Ed. Code 84900)

All students may enroll for classes online at pgadulted.pgusd.org or by phone at **831-646-6580**. We accept cash, check or credit card (Visa/MasterCard only).

New students attending PGAE classes must complete a registration form. It is important to fill in all blanks for state reporting purposes.

Registration Fees

Registration/material fees vary by department with regard to the number, length, and type of course. See individual departments for more information. Pacific Grove Adult Education provides free classes for ESL, High School Diploma and HiSet.

Refund Policy

PGAE will refund in the event that your class is canceled due to low enrollment. Since classes are determined by pre-registration, early enrollment is strongly advised. Please plan carefully, as there will be NO REFUNDS unless the Adult School cancels the class.

Disclosure of Information

Student information is considered confidential and should be treated as such. Student information will not be shared with anyone but the student.

Visitor's Policy

All visitors will be directed to the front office to sign in and give the reason for visit.

COVID Safety Plan

Please visit our website at pgadulted.pgusd.org

TEACHER/STAFF INFORMATION

PGAE Calendar

All teachers and staff are given a School/Activities Calendar with District Board meeting dates, holidays, session dates, testing, and various meetings, etc. The Adult School and Child Development Center Calendars are posted on our website. Students can also find the Adult School Calendar in the public folders on the district website. The calendars contain holidays, non-working days, and summer school dates.

Personnel Information

Staff is encouraged to inform their immediate supervisor and the Office Manager of any changes to their personal address, telephone and emergency information. Each employee must have an up-to-date personal information card on file with the Office Manager.

Absence Procedures

The telephone number for employees to report an absence is **(831) 646-6580**. Staff must provide the following information: Name, date, time and reason for the absence. Other information to include may be anticipated length of absence, work site, and work schedule of the days of absence.

Substitutes Procedure

Procedure for obtaining and notification of substitutes for classes:

For Childcare and Preschool Staff:

- Please complete absence request form at least two weeks in advance, and turn it into the front Office Manager. Once approved, enter your absence into Frontline.

- Typically, staff will request other members of their department to substitute for them in the event of an absence. Please fill out the absence request form and turn it into the Office Manager.

Jury Duty

A staff member shall be granted a leave of absence for jury duty in the manner provided by law. You must submit a copy of the jury summons to the Office Manager prior to the date of jury service. You must contact the front office when you know what day you must report for jury duty.

Data & Accountability

Accountability requires data collection for all adult education programs. Data collection is mandated by the California Department of Education. Accountability for the academic programs at PGAE is attained through completion of TOPSpro Student Entry and Update records. The PGAE ESL, Citizenship Preparation, High School Diploma, Adult Basic Education, and other programs utilize CASAS (Comprehensive Adult Student Assessment System) standardized tests. Tests vary according to the academic area and state requirements. Students are pre-tested and post-tested each quarter. Successful completion of testing provides earned benchmarks that are reported to the state quarterly. For more information, see your program administrator. The accountability period runs for the fiscal school year, July 1 to June 30.

Staff Mailboxes

Staff mailboxes are located in the staff lounge in the main building. Staff are expected to check their mailbox daily for memos, messages, and other important correspondence.

Email

Most communication will be delivered via email. Staff are expected to check their email daily. Staff are required to use their district email address for work related communication.

Attendance

PGAE attendance is currently tracked on-line. Each teacher has a login and password to enter into the ASAP system on their computer. When the class roster appears, all class information will be available. Be sure that the week, date, school year, and term are correct on the screen.

Class Size

Teachers are asked to maintain as large a class as is consistent with good teaching. In general, the room will determine how many students can safely enter the classroom. On-line classes may have higher enrollment.

Class Dismissal

Classes are scheduled for a designated length of time. Students should not be dismissed before the end of the scheduled class period.

Credentials

Each teacher must possess a valid credential, covering his/her area of assignment. It is the responsibility of the teacher to maintain and renew his or her credential.

Lesson Plans

Lesson plans are part of your adjunct duties. Good teaching requires good planning. General classroom guidelines for a substitute must be included in the Emergency Lesson Plans.

Emergency Lesson Plans.

Emergency Lesson Plans should include information on Big Five Emergency Response Protocols and schedule information. Each teacher is responsible for prepared lesson plans in the event of an absence.

Classroom Care

In many cases, staff share classroom space with other staff. Please leave the room clean and the top of the desk free from personal items.

Money Handling

Except for the registration office no staff member or teacher may collect money from students or fund-raising groups associated with programs.

STUDENT INFORMATION

Parking

Ample parking is available in our back-parking lot off of Ridge Road, and also off 17-Mile drive for the Child Development Center and Preschool classes.

Attendance

Attendance is taken daily by teachers, whether for in-person classes or distance learning classes. If a student is absent for a class they are encouraged to email their teacher for any missed work.

Gathering

Due to physical distancing and other safety protocols due to COVID-19, students are to remain inside their classrooms or when taking a break, stand outside classrooms either in the front of the school or in the meadow area, spaced six feet apart.

Cell Phones

Students are encouraged not to use their cell phone while classes are in session. If a student must take or receive a call, they are encouraged to step outside of the building so as not to disturb others.

Dress Code

We are a fragrance-free school, so please refrain from using heavy perfumes, deodorants or cologne.

Computer Equipment

PGAE can assign technology to those students who do not have access. Technology Request Forms can be provided by the Technology Coordinator at the Adult School.

Food and Drink

There may be times when our classes hold celebrations where food and drinks are present. Please make sure to remove all food from the classrooms when the celebrations are over.

Smoking/Tobacco

PGAE a smoke-free/tobacco-free campus.



THE Big Five

Staff Packet - 2022-2023

Immediate Action Emergency
Response for Schools



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TRAUMA-INFORMED APPROACH

To minimize the negative mental health impacts on students, employ a trauma-informed approach when practicing and implementing the Big Five protocols. The following table provides grade-appropriate guidance for supporting students during the preparation, response, and recovery phases of an emergency. Specific recommendations for planning and implementing trauma-informed drills can be found on page 6.

	Preparedness	Response	Recovery
All Grades	<p>Staff: Train all staff on procedures Use the word "safety" when conducting drills</p> <p>Students: Practice grounding and calming skills with students</p> <p>Parents/Guardians: Educate parents on protocols Inform parents prior to drills</p>	<p>Staff: Remain calm Know the students will take their cues from adults</p> <p>Students: Have students use calming skills and exercises</p> <p>Parents/Guardians: Notify parents as soon as it is safe regarding the situation or when the drill has concluded</p>	<p>Get the class engaged in a movement activity</p> <p>Notice students experiencing anxiety/fear and inform counselors or parents</p>
<p>Pre-K to Kinder</p> <p><i>Developmental Considerations:</i> Students require adult guidance to determine what action to take Engage in social stories with students instead of simulated drills No prior knowledge of the Big Five or emergency response actions</p>	<p>Students: Use Big Five posters as a visual tool Use Big Five books to help students prepare for what to expect</p>	<p>Staff: Act with confidence Use age-appropriate language</p> <p>Students: Have students hold a calming item (stuffed animal, book, small toy)</p>	<p>Praise students for what they did well during the drill</p>

TRAUMA-INFORMED APPROACH

	Preparedness	Response	Recovery
<p>1st Grade to 4th Grade</p> <p><i>Developmental Considerations:</i> Students can understand safety directions and instructions Students are capable of understanding purpose of safety drills Engage in social stories with students instead of simulated drills</p>	<p>Students: Use Big Five posters as a visual tool Use Big Five books and curriculum to help students prepare and learn</p> <p>Parents/Guardians: Encourage families to discuss the Big Five Protocols and emergency preparedness at home</p>	<p>Staff: Give clear instructions and follow protocol</p> <p>Students: Have students hold a calming item (stuffed animal, book, small toy)</p>	<p>Identify how the class worked well together Give students time to ask questions Reiterate that drills help us stay safe Move back into learning when class is ready</p>
<p>5th Grade to 8th Grade</p> <p><i>Developmental Considerations:</i> Students are capable of understanding purpose of safety drills Students benefit from adult direction but are able to perform Big Five actions independently Review prior knowledge of the Big Five protocols</p>	<p>Staff: Clearly post the Big Five Protocols in each classroom</p> <p>Parents/Guardians: Encourage families to discuss the Big Five Protocols and Emergency Preparedness at home</p>	<p>Staff: Give clear instructions and follow protocol Emphasize cooperation as a class</p> <p>Students: Assign students to perform action steps during the incident</p>	<p>Appreciate students who performed specific tasks and identify how the class worked well together Give students time to ask questions Reiterate that drills help us stay safe Move back into learning when class is ready</p>
<p>9th Grade to 12th Grade</p> <p><i>Developmental Considerations:</i> Students are able to identify probable dangers confronting a school Students benefit from adult direction, but are able to perform Big Five actions independently in an emergency</p>	<p>Staff:</p> <ul style="list-style-type: none"> Clearly post the Big Five Protocol in your classroom <p>Students:</p> <ul style="list-style-type: none"> Have students discuss what to expect during a drill or incident Assign students specific roles and have them walk through those actions 	<p>Staff: Give clear instructions and follow protocol</p> <p>Students: Assign students to perform action steps during the incident</p>	<p>Spend time debriefing the incident or drill with the class Allow students to ask questions Identify how the class worked well together Move back into learning when class is ready</p>

DISASTER SERVICE WORKER

California Government Code, Section 3100, Title 1, Division 4, Chapter 4 states that public employees are Disaster Service Workers and are subject to such disaster service activities as may be assigned by their superiors or emergency service commanders. The term “public employees” includes all persons employed by the state or any county, city, city and county, state agency or public district. The law applies in the following cases:

- **When a local emergency is proclaimed**
- **When a state of emergency is proclaimed**
- **When a federal disaster declaration is made**

WHAT DOES A DISASTER SERVICE WORKER DO?

- **Public employees serving in the role of Disaster Service Workers may be asked to do jobs other than their usual duties for periods exceeding normal work hours**
- **Employees may be scheduled in shifts and asked to return to the work site at hours outside the normal work day**
- **Disaster Service Workers will be deployed within the Incident Command System and may perform a variety of duties including oversight of shelter care, communications, logistics, first aid and comfort, or community support and safety**
- **When pressed into disaster service, employees’ Workers Compensation coverage becomes the responsibility of state government (OES), but the employer pays the overtime. These circumstances apply only when a local or state emergency is declared.**

To provide effective support as a Disaster Service Worker, employees must have the confidence their own families are well prepared to deal with emergencies in their absence. The time and energy a staff member commits to being prepared at home will provide the best assurance they are capable of dealing with the emergency situation at the school/work site.

CALLING 911

Response is the process of implementing appropriate actions while an emergency situation is unfolding. In this phase, schools mobilize the necessary resources to address the emergency at hand. This may include calling or texting 911.

When calling 911, be prepared to remain on the phone and answer specific questions. In order to complete an accurate assessment of the situation, the 911 Dispatcher must obtain as much information as possible to best inform emergency responders and engage the appropriate level of medical response.

WHEN REPORTING AN EMERGENCY:

- **Remain calm and speak slowly and clearly**
- **Be prepared to provide name, location of the incident, and caller's location, if different from the scene of the emergency**
- **Although caller ID information may transfer immediately to the 911 Dispatcher, it is *not* available in all locations. The 911 Dispatcher will confirm and verify the phone number and address for *every* call received**
- **Answer *all* questions asked by the 911 Dispatcher, even those that seem repetitious**
- **Do not hang up until the Dispatcher says to do so**

CALLING 911 FROM A CELL PHONE:

- **Cell phone calls to 911 are often sent to a 911 answering point based on cell radio coverage. Cell coverage areas don't always match city boundaries**
- **Know your cell phone number and be prepared to give the dispatcher an exact address**

TEXT TO 911:

Text to 911 is the ability to send a text message to reach 911 emergency call takers from your mobile phone or device. However, because text to 911 is currently only available in certain locations, always make a voice call to contact 911 during an emergency whenever possible. Call if you can. Text if you can't.

When calling 911, time is of the essence. Remain calm; speak slowly and clearly. The 911 Dispatcher needs to gather the correct information the first time they ask for it.

DRILLS AND EXERCISES

It is essential for school and district staff to conduct drills and engage in various preparedness exercises. Exercises should occur on a regular basis and include key school staff and local partners. A standardized and compliant emergency management plan utilizes a graduated approach to drills. Begin simply with orientation activities before advancing to more complex and sophisticated drills and exercises. Use drills and exercises to:

- **Reveal gaps in preparedness**
- **Identify resource and supply needs**
- **Improve coordination between the school and community**
- **Clarify roles and responsibilities**
- **Increase overall level of emergency readiness, including response capacity of all staff and students**

TYPES OF DRILLS AND EXERCISES:

- **Orientation Seminar: Introduces emergency policies and procedures to new staff and students, allows for discussion and clarifying questions**
- **Tabletop Exercises: Simulates an emergency situation in an informal, stress-free environment, elicits discussion and questions**
- **Drill: Simulates an incident in a limited scope, tests function of emergency plan, initiates informal discussion of simulated emergencies**
- **Functional Exercise: Simulates a real emergency under time-sensitive conditions, tests and measures seldom-used resources**
- **Full-Scale Exercise: Tests an entire community's response capability, uses real equipment, takes place in "real time"**

STRATEGIES FOR TRAUMA-INFORMED DRILLS:

Students and staff may experience anxiety when anticipating and participating in drills. School leaders should take explicit steps to minimize the impact of drills on students and staff. Use a TRAUMA-INFORMED and developmentally appropriate approach to drills.

- **Consider using social stories (short stories that depict the emergency response situation) or leading the class in table top exercises to practice Drop, Cover and Hold On, Evacuation, Shelter-in-Place and Secure Campus Drills**
- **Conduct Lockdown/Barricade drills only with adult staff when students are not present.**

DRILLS AND EXERCISES

- **Consider conducting a table top exercise with adult staff**
- **Use The Big Five story books for K-3 students to engage in classroom activities and discussions about Lockdown/Barricade and other Big Five actions**
- **Discuss and assign certain roles for 4th-12th grade students during the event (help barricade, close blinds, turn off lights). Involve students in response**
- **Conduct Table Top activities with students in 6th-12th grade, go over the procedures specifically for each Big Five Action**
- **Identify objects for students to hold for comfort**
- **Always announce drills in advance and prepare all participants as “surprise” drills can cause unnecessary panic**
- **Prioritize the most serious gaps and focus on the specific objectives**
- **Because children are sensitive to adult behavior, staff should be trained to exhibit confidence and remain calm during drills**
- **Make sure your school is ready for the type of drill planned**
- **Allow enough time for the exercise**
- **Gradually increase sophistication of exercises over time, but do not add unnecessary complications**
- **Adults should monitor students during the drill for signs of emotional distress and provide support accordingly**
- **Evaluate every exercise and conduct a debrief with staff and students**

INCLUSIVE PRACTICES

This section lists inclusive practices that can be employed to assist students with non-ambulatory needs, cognitive and developmental needs, sensory needs and mental health needs.

- **The needs of students will vary depending on the student**
- **It is important to model confidence and competence during a drill or emergency incident**
- **All students need to know that it is okay to feel afraid, sad, angry, or worried during an emergency incident and encouraged to talk about what they are feeling or experiencing**
- **Consider creating an Individual Emergency Plan for each student**

For students with unique needs, consider creating an Individual Emergency Plan for each student.

Student Group	Actions
All Students	<p>Work with students prior to the emergency incident occurring to prepare them. State expectations and outcomes in a developmentally appropriate way (using story boards, social narratives, the Big Five Books or Picture Exchange Systems, etc.)</p> <p>Identify the stressors/triggers for particular students (e.g. noise, chaotic environment, change in schedule, items out of place, hiding in particular locations, etc.)</p> <p>With students who have difficulty with transitions, use a transition marker or surprise card (keep in the Teacher’s Go Bag) during an emergency incident</p> <p>Use calming activities and soothing objects for students to hold (stuffed animal, stress ball, fidget spinner, etc.)</p> <p>If students use ASL, PECS, tablets or GoTalk for communication, use these for instructional commands during the incident</p>
Visual/Auditory Needs	<p>Use visual signals in conjunction with verbal commands (classroom signage, the Big Five Posters, desk sized visual aids related to the Big Five or even American Sign Language)</p> <p>Flash lights on and off to secure the student’s attention after an announcement or when fire alarm is activated</p>
Non-Ambulatory Needs	<p>Students on crutches, canes or walkers should be evacuated as injured persons. Use a sturdy chair or one with wheels to move the student or help carry the person to the evacuation location</p> <p>Give priority assistance to wheelchair users with electrical</p> <p>Accompany students to the evacuation site and reunite student with their ambulatory equipment as soon as safe to do so</p>

INCLUSIVE PRACTICES

Student Group	Actions
<p>Cognitive/Developmental Needs Sensory/Autism Needs Mental Health Needs</p>	<p>Use the student’s reward/reinforcement systems to promote participation and following of directions</p> <p>Allow use of self-soothing behaviors, such as fidgeting, placing hands in pockets or hands in hair</p> <p>Speak slowly, whisper commands and avoid physical contact between others during drills and incidents if able to do so</p> <p>Provide earplugs/noise canceling headphones to decrease sensory input</p> <p>Allow students to color in the Big Five Activity Books, their own coloring pages or calming strategies during the emergency incident</p> <p>Be aware of students who may be vulnerable to stress or trauma, re-experiencing personal experiences or life circumstances or emotional vulnerability. Provide appropriate and timely services or referrals after the emergency incident</p>

THINK ON YOUR FEET

In the event of an emergency, quick thinking is imperative for survival. During a crisis situation, an individual must think on their feet to determine the best course of action. These choices may include:

- **Get off campus,**
- **Hide,**
- **Implement Lockdown/Barricade, *or***
- **Fight an assailant in the most extreme situation.**

Understanding and practicing these options can help an individual respond decisively and in so doing, best ensure the safety and survival of self and others.

In the event of a Violent Intruder on campus, expect to hear noise from alarms, gunfire, explosions, and shouting. It is not uncommon for people experiencing a dangerous situation to first deny or rationalize the possible danger rather than respond. Quality training can help individuals think clearly and quickly in the midst of a chaotic scene. Proper training should include helping staff recognize the sounds of danger. Train staff and students to act decisively and remain flexible with a "think on your feet" approach.

LOOK, LISTEN AND LEAVE: FIRE ALARM

The LOOK, LISTEN, AND LEAVE protocol is an important action to practice when training the "think on your feet" mindset. At the sound of a fire alarm, staff and other leaders

should take a moment to assess the scene before evacuating. The three steps of LOOK, LISTEN, AND LEAVE are:

- **LOOK - open the classroom door and look out. Do you see smoke or fire? Is the path to your pre-planned evacuation spot clear of obstacles? Do you notice anything out of the ordinary?**
- **LISTEN - in addition to the alarm, are there other sounds? Do you hear anything that would indicate it is unsafe to leave the room (explosions, panicked voices, the discharge of a weapon)?**
- **LEAVE - having determined it is safe to do so, direct students to leave the room toward the pre-determined evacuation spot.**

IMMEDIATE ACTION RESPONSE: THE BIG FIVE

The Big Five is a set of IMMEDIATE ACTION RESPONSES intended to be implemented quickly in any variety of emergency situations. When an emergency occurs, it is critical that staff members take *immediate* steps to protect *themselves*, their *students*, and *other people* on campus.

Staff members must become familiar with each Immediate Action Response and be prepared to perform assigned responsibilities. All students must also be taught how to implement each of The Big Five protocols.

IMMEDIATE ACTION RESPONSE: THE BIG FIVE

BIG FIVE ACTION	WHEN	WHAT
SHELTER IN PLACE	Environmental hazards, dangerous air quality due to smoke or other contaminants, fire off-site, dangerous wildlife in the area, or severe weather .	Isolate students and staff from the outdoor environment . Go inside . If hazard is airborne, close doors, windows, and air vents . Shut down air conditioning/heating units .
DROP, COVER AND HOLD ON	Earthquake, explosion, or falling debris .	Protect students and staff from falling debris, drop to the floor, take cover under heavy furniture and hold on .
SECURE CAMPUS	Potential threat of violence in the surrounding community and/ or police activity off-campus but nearby .	Get all staff/students inside . Close and lock all classrooms/ office doors . Continue instruction as planned . Remain inside until otherwise directed .
LOCKDOWN/ BARRICADE	Violent intruder on campus .	Go inside, lock and barricade all doors . Cover windows and turn off lights . Remain quiet and alert . No one is allowed to enter or exit for any reason unless directed by law enforcement .
EVACUATION	Bomb threat, chemical/gas leak, fire inside the building or nearby premises, severe weather alert, after an earthquake or explosion, or when implementing Student Release/Reunification .	Lead students and school staff from school buildings to a predetermined location .



SHELTER IN PLACE

SHELTER IN PLACE is a short-term measure implemented to isolate students and staff from the outdoor environment and prevent exposure to airborne contaminants or threats posed by wildlife or other hazards. The procedures may include closing and sealing doors, windows, and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air; and turning off pilot lights.

SHELTER IN PLACE is considered appropriate for, but is not limited to, the following types of emergencies:

- **External chemical release**
- **Fire in the community**
- **Hazardous material spills**
- **Unhealthy air quality outside**
- **Dangerous wildlife on or near campus**

A Shelter-in-Place response may require that HVAC systems be shut down to provide protection from contaminated outside air. Students and staff may freely move about inside the buildings, but no one should leave the protected space until directed by fire officials, law enforcement, or site administration.

SHELTER IN PLACE:

- **Requires an understanding that all heating, air conditioning, and ventilation systems may need to be shut down immediately**
- **Requires an understanding that all pilot lights and sources of flame may need to be extinguished**
- **Requires an understanding that any gaps around doors and windows may need to be sealed**
- **Allows for free movement within classrooms or offices**

SHELTER IN PLACE



STAFF ACTIONS:

- **Immediately clear students from the halls. Stay away from all doors and windows**
- **Keep all students in the classroom until further instructions are received. Support those needing special assistance**
- **If directed by Incident Command, secure individual classrooms: a) close doors and windows; b) shut down the classroom HVAC system to; c) turn off fans; d) seal gaps under doors and windows with wet towels, duct tape, or other materials if instructed by School Incident Commander**
- **Take attendance and call or email attendance report to school secretary or according to site protocol**
- **Wait for another action or, if ALL CLEAR announcement is issued, return to normal class routine**



DROP, COVER, AND HOLD ON

DROP, COVER AND HOLD ON is the immediate action taken in the event of an earthquake or explosion and protects students and staff from flying and falling debris. It is an appropriate action for, but is not limited to, the following types of emergencies:

- **Earthquake**
- **Explosion**

In the event of an explosion, earthquake, or other event causing falling debris, immediately “**DROP, COVER, and HOLD ON.**” Students and staff should drop to the floor, duck under a sturdy desk or table, cover the head with arms and hands, and hold onto furniture. Turn away from windows to stay clear of breaking glass. Individuals in wheelchairs can secure against an interior wall and lock the wheels. Protect head by covering with arms if possible.

DROP, COVER, AND HOLD ON:

- **Must be practiced for immediate and automatic response**
- **Is the single most useful action to protect from injury in an earthquake**
- **In the event it is impossible to duck under sturdy furniture, continue to cover face and head with arms and hold onto something sturdy**
- **Requires an awareness that most injury in earthquakes is caused by breaking glass or falling objects**
- **Requires an awareness that fire alarms and sprinkler systems may go off in buildings during an earthquake, even if there is no fire**
- **Requires alert attention to aftershocks**
- **Requires that staff and students assist those with special needs to ensure safe cover for all**
- **Evacuate only if there is damage to the building, the building is on fire, or location is in a tsunami zone**

DROP, COVER, AND HOLD ON



STAFF ACTIONS - INSIDE:

- **At first recognition of an earthquake, instruct students to move away from windows**
- **Initiate DROP, COVER, AND HOLD ON procedures. Immediately drop to the floor under desks, chairs, or tables. With back to windows, place head between knees, hold on to a table leg with one hand, and cover the back of the neck with the other arm**
- **Move as little as possible. However, if a person is unable to find protection under sturdy furniture, direct them to shelter against an interior wall and turn away from windows and other glass**
- **Any person in a wheelchair should shelter against an interior wall. Turn the back to the windows, lock the wheels, and if possible, protect head and neck with arms**

STAFF ACTIONS - INSIDE (*continued*):

- **Each time an aftershock is felt, DROP, COVER, AND HOLD ON. Aftershocks frequently occur minutes, days, even weeks following an earthquake**
- **When it appears safe to release from COVER, assess any injuries and/or damage and report status to Incident Commander according to site communications protocol. Be prepared to call 911 directly if necessary**
- **Wait for further instructions from School Incident Commander or First Responders or if that seems unlikely and building is compromised, evacuate students to predetermined Evacuation Assembly Area**

STAFF ACTIONS - OUTSIDE:

- **Find a clear spot and drop to the ground. (Stay away from buildings, power lines, trees, and streetlights, etc.)**
- **Commence DROP AND COVER in the DROP, COVER, AND HOLD ON procedures**
- **Place head between the knees; cover back of neck with arms and hands**
- **Any person in a wheelchair should find a clear spot, lock the wheels, and if possible, place head between the knees; cover back of neck with arms and hands**



DROP, COVER, AND HOLD ON

- **Remain in place until shaking stops or for at least 20 seconds**
- **Each time an aftershock is felt, DROP AND COVER. Aftershocks frequently occur minutes, days, even weeks following an earthquake**
- **When it appears safe to move, report location, injuries and/or any damage to School Incident Commander according to site communications protocol**
- **Wait for further instructions from School Incident Commander or First Responders, or if that seems unlikely, evacuate students to predetermined Evacuation Assembly Area**

SECURE CAMPUS



SECURE CAMPUS is implemented when the threat of violence or police action in the surrounding community requires precautionary measures to ensure the safety of staff and students. When a campus is in **SECURE CAMPUS** status, classroom instruction and/or activity may continue as long as all classroom and office doors are locked and all students and staff remain inside *through the duration of the event*. Outer gates and other entrance/ exit points can be closed (**NOT LOCKED**) to deter a potential perpetrator from entering school grounds.

This response is considered appropriate for, but not limited to, the following types of emergencies:

- Potential threat of violence in the surrounding community
- Law enforcement activity in the surrounding community

A **SECURE CAMPUS** response may be elevated to **LOCKDOWN / BARRICADE** as circumstances demand in which case instruction immediately ceases and students and staff follow **LOCKDOWN / BARRICADE** procedures.

Secure Campus allows for instruction to continue while the school takes preventative action in the event of a threat in the neighborhood surrounding a school. Lock all classroom/ office doors, close entrance and exit points on the school's perimeter, and continue classroom instruction.

SECURE CAMPUS:

- Is intended to prevent a potential threat present in the community from entering campus
- Heightens school safety while honoring instructional time
- Requires that all exterior classroom / office doors are locked and remain locked
- Wear face coverings per school policy while remaining in locked classrooms
- Is intended to prevent intruders from entering occupied areas of the building
- Requires that students and staff remain in **SECURE CAMPUS** status until **ALL CLEAR** is issued by School Incident Commander



SECURE CAMPUS

STAFF ACTIONS:

- **Move to the door and instruct any passing students to return to assigned classroom immediately**
- **Close and lock the door**
- **Continue the class instruction or activity as normal**
- **Enforce the “no entrance” and “no exit” protocol. Remain in the classroom or secured area and wait for further instructions**
- **Be alert to the possibility that the response may elevate to LOCKDOWN / BARRICADE**
- **Do not call the office to ask questions; School Incident Commander will send out periodic updates**
- **Wait for another action or, if ALL CLEAR is issued, return to normal class routine**

STAFF ACTIONS - IF STUDENTS ARE ENGAGED IN CLASS ACTIVITY ON AN OUTLYING FIELD (PE OR OTHER ACTIVITY):

- **Gather students together and organize into an orderly formation**
- **Inform students that as part of SECURE CAMPUS procedures, the class will move immediately to a pre-determined classroom location**
- **Proceed to pre-determined classroom location as quickly as possible**
- **Once inside, take attendance to ensure all students are accounted for**
- **By classroom phone, cell phone, walkie-talkie, or other means, contact School Incident Commander to report class location and any absent or missing students**
- **Implement all classroom policies and procedures for SECURE CAMPUS status**
- **Wait for another action or, if ALL CLEAR announcement is issued, return to normal class routine**

LOCKDOWN / BARRICADE



LOCKDOWN / BARRICADE is implemented when the imminent threat of violence or gunfire is identified on the campus or the school is directed to do so by law enforcement. During **LOCKDOWN / BARRICADE**, students are to remain in designated classrooms or lockdown locations at all times. Do not evacuate until room is cleared by law enforcement or site administration. This response is considered appropriate for, but not limited to, the following types of emergencies:

- **Gunfire**
- **Threat of extreme violence outside the classroom**

During a **LOCKDOWN / BARRICADE**, remember that immediate safety from the violent intruder is the priority and guides all actions, above all other concerns, including COVID-19 safety procedures.

Lockdown/Barricade requires closing and locking doors and barricading with heavy objects. No one is allowed to enter or exit until door-to-door release by law enforcement or School Incident Commander who will unlock door from the outside with keys.

LOCKDOWN / BARRICADE:

- **Is a response to an immediate danger; it is not preceded by any warning**
- **Demands quick action; an active shooter, for example, can fire one round per second**
- **Requires common sense thinking under duress; do what must be done to best ensure survival of students and staff**
- **If it is possible to safely get off campus with students, take that action immediately (Run)**
- **If it is not possible to get off campus, quickly lockdown inside a safe room and barricade the entrance (Hide)**
- **Once a room is secured, no one is allowed to enter or exit under any circumstances**
- **Prioritize clear communication. Remove face covering if necessary.**
- **In the extreme instance that a Violent Intruder is able to enter a room, occupants should be prepared to fight back (Fight)**



LOCKDOWN / BARRICADE

THINK ON YOUR FEET

In the event of a Violent Intruder on campus, quick thinking is imperative for survival. Especially when an active threat of violence is present, an individual must think on their feet to quickly determine the best course of action.

In the event of a Violent Intruder on campus, expect to hear noise from alarms, gunfire, explosions, and shouting. It is not uncommon for people confronted with a threat to first deny the possible danger rather than respond. Quality training can help individuals think clearly in the midst of a chaotic scene. Proper training should include helping staff recognize the sounds of danger and teaching them to forcefully communicate and take necessary action.

These actions would likely include:

ESCAPE / GET OFF CAMPUS:

- Only attempt this if you are confident the suspect(s) is not in the immediate vicinity
- Safely get off campus; find a position of cover or safe place for assembly
- Guide/instruct others you encounter on the way to follow you to safety
- Call 911 immediately to report location and request emergency services if necessary
- Once in a safe place – stay there

HIDE / LOCKDOWN / BARRICADE:

- Clear all hallways; get students and staff inside immediately
- Once locked and barricaded inside a room, follow all protocols for Lockdown/Barricade as practiced
- Direct all those in the room to remain still and quiet; turn off/silence cellphones
- If unable to find cover inside a secure room, quickly seek out a hiding place on campus

LOCKDOWN / BARRICADE



THINK ON YOUR FEET *(continued)*

FIGHT:

- **If confronted by an assailant, as a last resort, consider trying to disrupt or incapacitate through aggressive force or by using items in the environment such as fire extinguishers or chairs**
- **There are documented instances where aggressive action on the part of the victims resulted in stopping the attacker**
- **Fighting back is NOT an expectation, merely one option for a last resort response**

LOOK, LISTEN, AND LEAVE: FIRE ALARM

If site alarm is triggered during Lockdown/Barricade, always respond with caution and LOOK and LISTEN for unusual or violent activity before initiating an evacuation LEAVE.

- **LOOK - open the classroom door and look out. Do you see smoke or fire? Is the path to your pre-planned evacuation spot clear of obstacles? Do you notice anything out of the ordinary?**
- **LISTEN - in addition to the alarm, are there other sounds? Do you hear anything that would indicate it is unsafe to leave the room (explosions, panicked voices, the discharge of a weapon)?**
- **LEAVE - only after determining it is safe to do so, direct students to leave the room toward the pre-determined evacuation spot**



LOCKDOWN / BARRICADE

STAFF ACTIONS - IF STUDENTS ARE IN CLASS AT TIME OF LOCKDOWN / BARRICADE:

- **Immediately** move to the door and check for passing students. Divert as many students as possible into the classroom
- Lock and close the door and barricade with heavy objects
- Close blinds and turn off lights. If the door has a window, cover with a pre-cut piece of dark paper or cardboard
- Instruct students to stay quiet and out of sight. Relocate against the wall least visible to the outside and out of sight of intruder
- Turn off television, LCD projector, document camera, etc. The room should be dark and quiet
- Silence all cell phones
- **DO NOT OPEN THE DOOR FOR ANYONE.** Law enforcement and/or School Incident Commander will use keys to unlock door and clear the room
- **Only if** there is a life-threatening emergency inside the room and there is no other way to request medical assistance, place a red colored item (card, red cross, sweatshirt, etc.) on/in the window or slide under the outside door

STAFF ACTIONS - IF STUDENTS ARE IN CLASS AT TIME OF LOCKDOWN / BARRICADE (*continued*):

- If an active threat is still present at the time law enforcement comes on scene, law enforcement will ignore the red signal until the active threat has been neutralized
- If safe to do so, locate emergency packet and attendance roster, remove staff ID placard and put it on
- If safe to do so, take attendance and document students who are present in the room
- Remain in the classroom or secured area until further instructions are provided by School Incident Commander or law enforcement
- Do NOT call office to ask questions; School Incident Command will send out periodic updates

LOCKDOWN / BARRICADE



- **In the extreme instance that a Violent intruder is able to enter a room, occupants should be prepared to fight back (Fight)**
- **Maintain order in all areas of shelter or assembly and await the arrival of law enforcement. Be ready for lengthy stay of 2-4 hours**

STAFF ACTIONS - IF STUDENTS ARE *OUT OF CLASS* AT TIME OF LOCKDOWN / BARRICADE:

- **Move students to nearest available safe building or location, without drawing attention to self or students. If doors are locked, continue to look for a safe area. Consider moving students off-campus if that seems the safest option**
- **Do not chase students who run. Let them go**
- **Do not go into rooms that cannot be secured and offer no way out**
- **If secure inside a room, lock all doors, close blinds/curtains, turn off lights, and direct students to relocate against the wall least visible to the outside and out of harm's way**
- **Instruct students to stay quiet and out of sight**
- **Silence all cell phones**
- **Turn off television, LCD projector, document camera, etc. The room should be dark and quiet**

STAFF ACTIONS - IF STUDENTS ARE *OUT OF CLASS* AT TIME OF LOCKDOWN / BARRICADE (*continued*):

- **Remain calm. If safe to do so, attempt to maintain separation between students and the perpetrator**
- **If an active threat is still present at the time law enforcement comes on scene, Law enforcement will bypass injured victims in order to neutralize the threat**
- **If safe to do so, locate emergency packet and remove staff ID placard and put it on**
- **If safe to do so, take attendance and document individuals who are present in the room**
- **If safe to do so and according to site communications protocol, contact School Incident Commander or designee to document your whereabouts as well as any students/staff under your supervision**



LOCKDOWN / BARRICADE

- **In the extreme instance that a Violent Intruder is able to enter a room, occupants should be prepared to fight back (Fight)**
- **Maintain order in all areas of shelter or assembly and await the arrival of Law enforcement. Be ready for lengthy stay of 2-4 hours**

STAFF ACTIONS - IF STUDENTS ENGAGED IN CLASS ACTIVITY ON AN OUTLYING FIELD (PE OR ACTIVITY CLASSES):

- **Gather students together**
- **Inform students that as part of LOCKDOWN / BARRICADE procedures, the class will evacuate off-campus to a pre-determined Off-Site Evacuation Location**
- **Follow pre-arranged evacuation route to evacuation location**
- **Should the group be confronted by the intruder who is intent on doing harm, consider taking defensive measures to run, hide, or fight the assailant**
- **Upon arrival at the pre-arranged location, take attendance**
- **By radio communication or cell phone, contact School Incident Commander or designee or 911 Dispatcher to report class location and any absent or missing students**
- **Maintain order in all areas of shelter or assembly. Do not release students to parent/guardian until instructed by School Incident Commander or Law enforcement**

EVACUATION



EVACUATION is implemented when conditions make it unsafe to remain in the building. This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety.

EVACUATION is considered appropriate for, but is not limited to, the following types of emergencies:

- Bomb threat
- Chemical accident
- Explosion or threat of explosion
- Fire
- Earthquake

In the event of an explosion, earthquake, or other event causing falling debris, **EVACUATION** will be preceded by a “**DROP, COVER, and HOLD ON**” protocol. Students and staff should drop to the floor, duck under a desk or table, cover the head with arms and hands, and hold onto furniture.

**THINK ON YOUR FEET:
LOOK, LISTEN, AND LEAVE - FIRE ALARM**

Before evacuation, take a moment to look outside the door for any potential dangers. Listen for anything unusual that might pose a safety risk. Once it's determined the path is safe, evacuate the office or classroom to a designated safe area.

EVACUATION:

- Requires exit from the building to a designated safe site, on-campus or off-site
- May require that students and staff rely on district bus transportation
- May require staff to exit via alternate routes based on circumstances
- Requires that students remain with assigned teachers unless circumstances prohibit it
- Requires that staff and students assist those with special needs to ensure for safe egress of all



EVACUATION

EVACUATION ROUTES:

Take care in choosing a designated evacuation area. Consider whether there is a clear route to the area from all parts of the campus, and whether it is far enough away in the case of a fire or gas leak, but close enough to be reached on foot. Consider also having multiple designated evacuation areas in the event one is obstructed or otherwise becomes unsafe during an emergency. Make sure there is a clear, unblocked path onto campus for emergency vehicles. Be sure to include evacuation to designated area(s) as part of drills and training.

HOW TO ASSIST THOSE WITH DISABILITIES DURING AN EVACUATION:

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, but lifting them may be dangerous. Some non-ambulatory people also have respiratory complications. Oversee their careful evacuation from smoke or vapors if danger is immediate.

TO ALERT VISUALLY IMPAIRED INDIVIDUALS:

- Announce the type of emergency
- Offer arm for guidance
- Tell person where you are going, obstacles you encounter
- When you reach safety, ask if further help is needed

TO ALERT INDIVIDUALS WITH HEARING LIMITATIONS:

- Turn lights on/off to gain person's attention *or*
- Indicate directions with gestures *or*
- Write a note with evacuation directions

TO EVACUATE INDIVIDUALS USING CRUTCHES, CANES, OR WALKERS:

- Evacuate these individuals as injured persons
- Assist and accompany to evacuation site, if possible, *or*
- Use a sturdy chair (or one with wheels) to move person, *or*
- Help carry individual to safety

TO EVACUATE WHEELCHAIR-USING INDIVIDUALS:

- Give priority assistance to wheelchair users with electrical respirators
- Most wheelchairs are too heavy to take downstairs; consult with the affected individual to determine the best carry options
- Reunite person with the wheelchair as soon as it is safe to do so

EVACUATION



STAFF ACTIONS:

- **Prepare students to leave all belongings and calmly exit the building**
- **Gather emergency supplies/materials (Go Bag, p. 42) including the student roster for current class and that of “Buddy Teacher” (p. 43)**
- **Remove staff ID placard from emergency materials and put it on**
- **Ensure that the door is closed, but unlocked**
- **Check with “Buddy Teacher(s)” to determine each other’s health status, need to assist with injuries, need to stay with injured students, responsibility to ICS duty, etc.**
- **If necessary, one “Buddy Teacher” will evacuate both classrooms**
- **Take care to ensure the safety and address the unique needs of students or staff with disabilities according to site protocol**
- **Students and staff may remove masks while outside.**
- **Emphasize that the class stay together en route to the Evacuation Assembly Area**
- **Use the designated evacuation routes and reassemble in the assigned Evacuation Assembly Area**
- **According to site protocol, take attendance once class is safely in assembly location**
- **According to site protocol, report missing students**
- **Remain in the Evacuation Assembly Area until further instruction**
- **Wait for another action or, if ALL CLEAR announcement is issued, return to school buildings and normal class routine**

FIRST AID: TRIAGE

First Aid response is an important part of any emergency response plan and should be developed in cooperation with partner agencies including local Emergency Medical Services, local hospitals, and the health department. All employees should be trained, and staff roles should be clearly defined and integrated into the site's written plan.

THE BASICS OF FIRST AID RESPONSE:

- **Remain calm and assess the situation**
- **Be sure the situation is safe for the responder**
- **In the case of serious injury involving difficulty breathing, loss of consciousness, uncontrolled bleeding, head injury, or possible poisoning, call 911 immediately**
- **Do NOT move a severely injured or ill person unless absolutely necessary for immediate safety**
- **If moving is necessary, protect the neck by keeping it straight to prevent further injury**

RECOMMENDED FIRST AID EQUIPMENT AND SUPPLIES FOR SCHOOLS:

- | | |
|--|--|
| 1. Portable stretcher and cot with waterproof cover | 12. Gauze squares (2" x 2"; 4" x 4"), individually packaged |
| 2. Ten Triage Tags | 13. Trauma Pads (5" x 9") |
| 3. Blankets, sheets/pillows/pillow cases (disposable covers are suitable) | 14. Adhesive tape (1" width) |
| 4. Wash cloths, hand towels, and small portable basin | 15. Gauze bandage (2" and 4" widths) rolls |
| 5. Covered waste receptacle with disposable liners | 16. Ace bandage (2" and 4" widths) |
| 6. Bandage scissors, tweezers | 17. Splints (long and short) |
| 7. Disposable thermometer | 18. Quick clot dressing |
| 8. Pocket mask/face shield for CPR | 19. Cold packs |
| 9. Disposable latex free gloves | 20. Triangular bandages for sling and safety pins |
| 10. Cotton-tipped applicators, individually packaged | 21. Tongue blades |
| 11. Assorted adhesive bandages (1" x 3") | 22. Disposable facial tissues, paper towels, sanitary napkins |
| | 23. One flashlight with spare bulb and batteries |

FIRST AID: TRIAGE

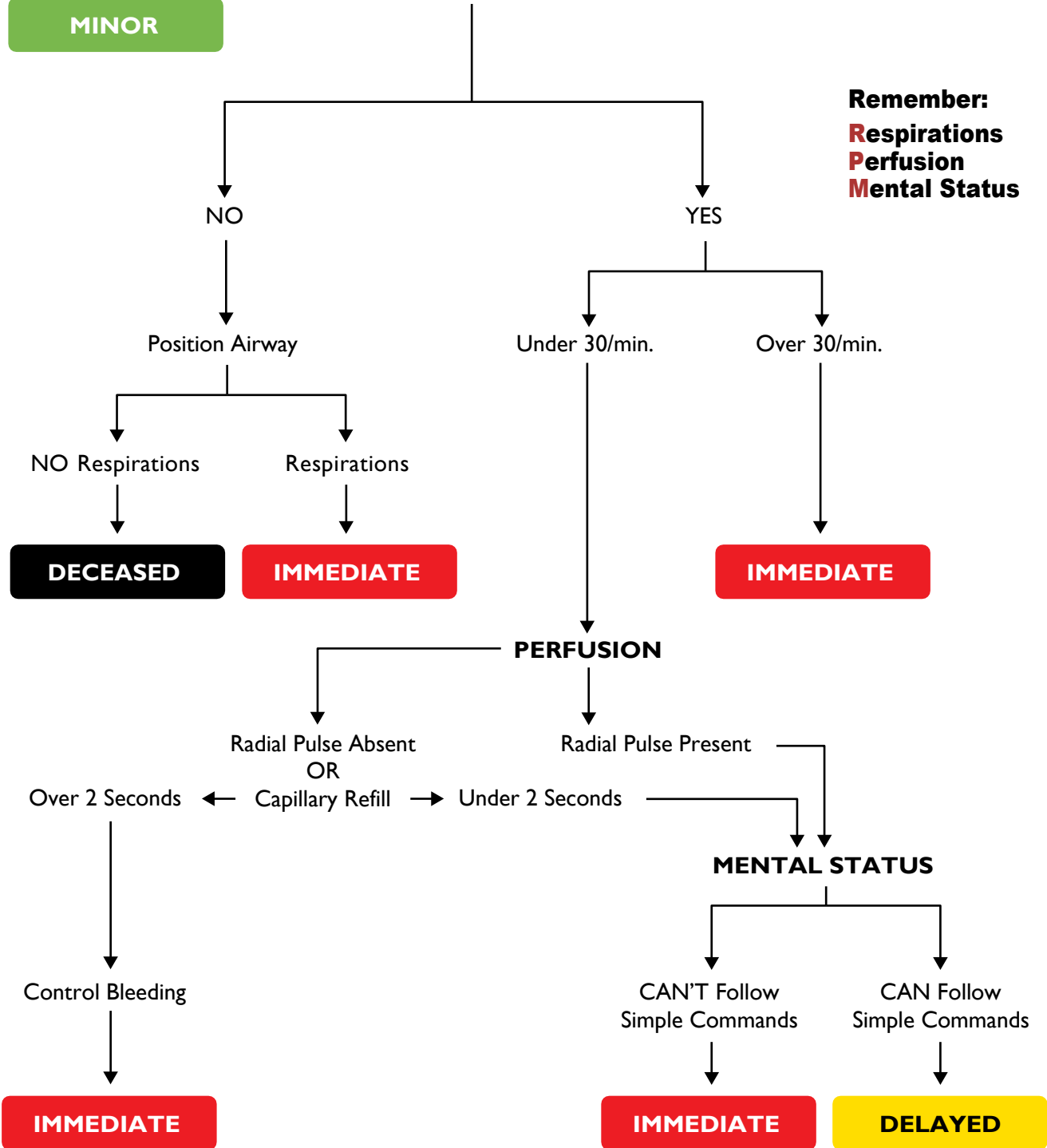
In **TRIAGE**, patients are classified with a color tag to indicate the level of urgency. Those colors are displayed in this diagram.

All Walking Wounded

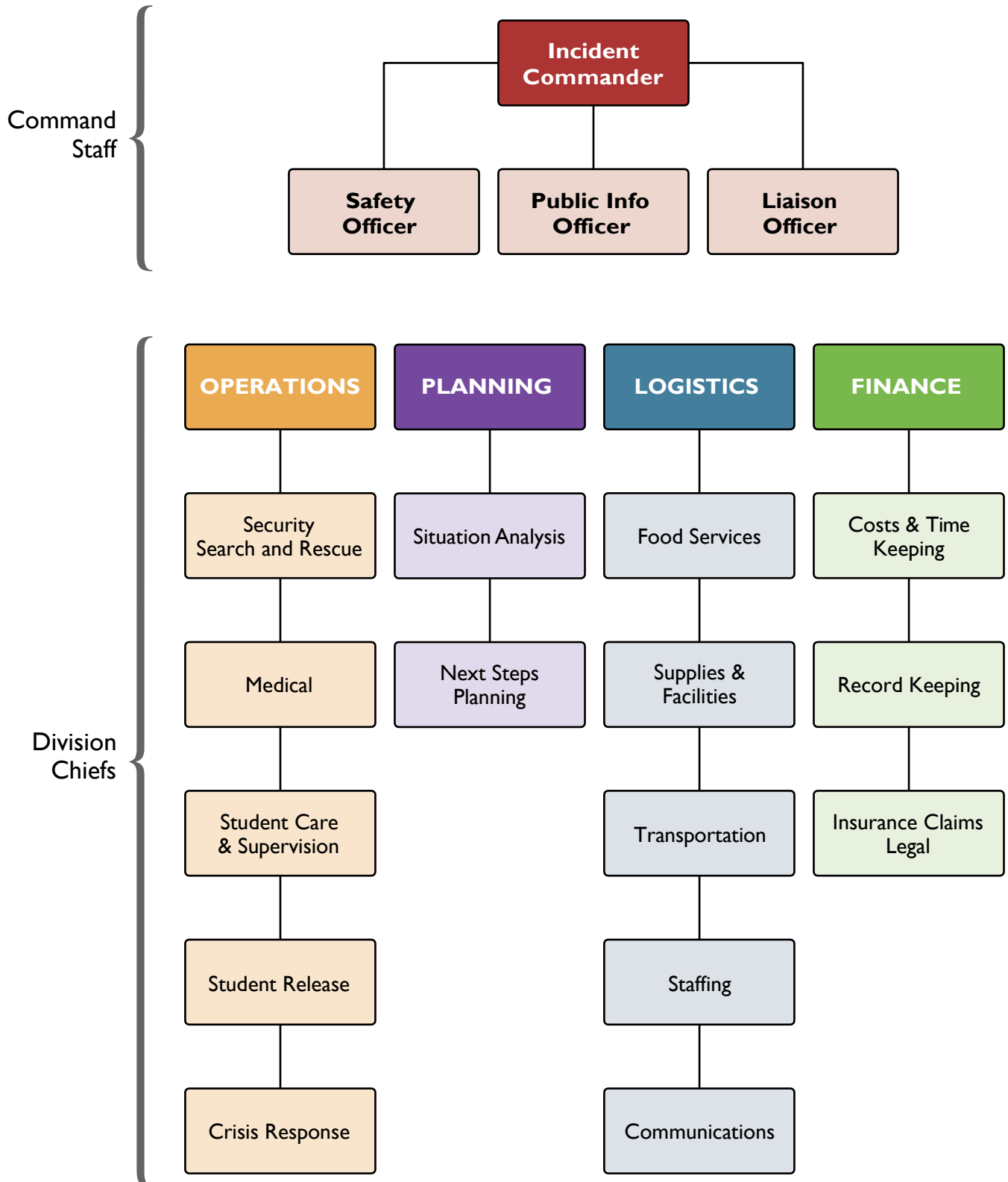
MINOR

RESPIRATIONS

Remember:
Respirations
Perfusion
Mental Status



SCHOOL INCIDENT COMMAND CHART



GO BAG

Each classroom should maintain an up-to-date Go Pack. Each teacher is responsible to monitor the contents of their classroom’s Go Pack and to obtain any materials that need replacing or updating. While other appropriate items might be included, each Go Pack must contain the following:

#	Item	Verified (Date)	Verified (by Whom)
1	Updated Class Lists		
2	"Buddy" Class Lists		
3	In-Room Attendance Forms		
4	Evacuation Attendance Forms		
5	Staff ID Placard		
6	Teacher Name Sign		
7	Evacuation Routes Map		
8	Red Cross Placard		
9	Pens/Pencils		
10			
11			
12			

BUDDY TEACHER LIST

Use the chart below to assign Buddy Teachers for emergency evacuation purposes. Each teacher is responsible for assisting the Buddy Teacher's class evacuate should the need arise. The classroom Go Pack should contain current rosters for both classrooms.

BUDDY TEACHER ASSIGNMENTS

#	Teacher	Room No.	Teacher	Room No.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

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

SUBJECT: Pacific Grove High School California Interscholastic Federation (CIF) School Representatives

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove High School Principal

RECOMMENDATION:

The Administration recommends that the Board review and approve Pacific Grove High School Principal Lito M. García, and Athletic Director Chris Morgan as the 2023.24 California Interscholastic Federation (CIF) representatives for Pacific Grove High School.

BACKGROUND:

The California Interscholastic Federation (CIF) requires each year that each school send a list of employees that can represent the school for official CIF business such as league meetings, section meetings, and State meetings.

INFORMATION:

This form lists the following personnel as representatives for PGHS: Pacific Grove High School Principal Lito M. García, and Athletic Director Chris Morgan

FISCAL IMPACT:

No fiscal impact.



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
 PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 1, 2023

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2023-2024**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2023, directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2023-2024 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2023.**

_____ School District/Governing Board at its _____ meeting,
 (Name of school district/governing board) (Date)
 appointed the following individual(s) to serve for the 2023-2024 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ FAX _____

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

CIF SECTION OFFICES

CIF CENTRAL SECTION

Ryan Tos, Commissioner
 P.O. Box 427
 Kingsburg, CA 93631
 Phone: (559) 781-7586
 Email: kellyjones@cifcs.org

CIF OAKLAND SECTION

Franky Navarro, Commissioner
 1000 Broadway, Ste. 150
 Oakland, CA 94607
 Phone: (510) 879-2846

CIF CENTRAL COAST SECTION

David Grissom, Commissioner
 333 Piercy Road
 San Jose, CA 95138
 Phone: (408) 224-2994
 Email: dgrissom@cifccs.org

CIF SAC-JOQUIN SECTION

Michael Garrison, Commissioner
 P.O. Box 289
 Lodi, CA 95241
 Phone: (209) 334-5900
 Email: kjohnson@cifsjs.org

CIF LOS ANGELES SECTION

Vicky Lagos, Commissioner
 10660 White Oak Avenue, Suite 216
 Granada Hills, CA 91344
 Phone: (818) 767-0800
 Email: vlagos@cif-la.org

CIF SAN DIEGO SECTION

Joe Heinz, Commissioner
 3470 College Avenue
 San Diego, CA 92115
 Phone: (858) 292-8165
 Email: scandia@cifsdcs.org

CIF NORTH COAST SECTION

Pat Cruickshank, Commissioner
 5 Crow Canyon Court, Suite 209
 San Ramon, CA 94583
 Phone: (925) 263-2110
 Email: slivingston@cifncs.org

CIF SAN FRANCISCO SECTION

Gail Barksdale, Commissioner
 555 Portola Drive, Bungalow 2
 San Francisco, CA 94131
 Phone: (415) 920-5185
 Fax: (415) 920-5189

CIF NORTHERN SECTION

Scott Johnson, Commissioner
 2241 St. George Lane, Suite 2
 Chico, CA 95926
 Phone: (530) 343-7285
 Email: sjohnson@cifns.org

CIF SOUTHERN SECTION

Rob Wigod, Commissioner
 10932 Pine Street
 Los Alamitos, CA 90720
 Phone: (562) 493-9500
 Email: sharonh@cifss.org

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

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

SUBJECT: Approval of the *HMH Science California Dimensions: The Living Earth (2020)* Textbook for Pacific Grove High School biology, grades 9 and 10.

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the *HMH Science California Dimensions: The Living Earth (2020)* Textbook for Pacific Grove High School biology, grades 9 and 10.

BACKGROUND:

The current biology textbook *Biology (2012)* by Glencoe Science, a division of McGraw Hill, was purchased in 2014. The books are depreciating and out of date, making much of the content obsolete. *The Living Earth* is aligned with California’s Next Generation Science Standards while our current textbooks are not.

INFORMATION:

The science department at Pacific Grove High School reviewed four programs in the adoption process. The four programs were *The Living Earth (2020)* by Houghton Mifflin Harcourt, *Discovery Education Biology (2023)*, Miller and Levine *Biology (2019)*, and the updated edition of Inspire Biology from McGraw Hill. There were a number of factors that separated *The Living Earth* from the other programs being considered. The student text itself is consumable, meaning that students can annotate the textbook and engage in interactive reading strategies as they make sense of the text. Another advantage of *The Living Earth* are the English Language Development materials available to students and teachers to help make the content more accessible for our emerging bilingual students. *The Living Earth* has all materials available in Spanish, so emerging bilingual students new to the country can access the content. There is also a multi-lingual science glossary that translates science terminology into 12 languages. According to our science teachers, the books are a good balance of student inquiry and reference materials providing much stronger ELD supports than our current curriculum and those of the other publishers.

The following components are included in *The Living Earth (2020)* biology program published by Houghton Mifflin Harcourt.

Student Resources

- 2020 California *The Living Earth* Premium/Hybrid Student Resource, 6-year print and online package
- 2020 California *The Living Earth* Premium/Hybrid Student Resource, 6-year print and online package, **Spanish**

Teacher Resources

- California Designated ELD in Your Science Classroom
- California Teacher Edition
- California Teacher Digital Management Center – 6 years
- California Designated ELD in Your Science Classroom Teacher Guide Grades 9-12
- Multi-lingual Science Glossary Grades 9-12
- 2020 California *The Living Earth* Spanish Premium Teacher Resource Package 1-year print, 6 year digital
 - California Designated ELD in Your Science Classroom (50)
 - California Teacher Edition
 - California Teacher Digital Management Center – 6 years
 - California Designated ELD in Your Science Classroom Teacher Guide Grades 9-12
 - Multi-lingual Science Glossary Grades 9-12

FISCAL IMPACT:

The cost of adopting these instructional materials is \$13,800 to be paid out of the curriculum department's 2023-2024 instructional materials account. This expenditure will cover six years of implementation.



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PACIFIC GROVE UNIFIED SCHOOL DISTRICT ^{CONSENT KK}
435 Hillcrest Avenue Pacific Grove, CA 93950

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

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, March 16, 2023, pursuant to Education Code Section 60119 and 60422:

PUBLIC DISCLOSURE OF
The Living Earth (2020) Textbook
for 9th and 10th Grade Biology at
Pacific Grove High School

Chemistry in the Earth System (2020) Textbook
for 10th, 11th, and 12th Grade Chemistry at
Pacific Grove High School

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 are available for public viewing beginning Monday, March 6, 2023 through Thursday, April 20, 2023.

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

Posted: March 6, 2023

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

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approval of the *HMH Science California Dimensions: Chemistry in the Earth System (2020)* Textbook for Pacific Grove High School Chemistry, grades 10, 11, and 12

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the *HMH Science California Dimensions: Chemistry in the Earth System (2020)* Textbook for Pacific Grove High School Chemistry, grades 10, 11, and 12.

BACKGROUND:

Pacific Grove High School is currently using W.H. Freeman and Company's *Chemistry in the Community-Chem Con (2006)*. Purchased in 2006, the textbooks are worn out and the field of chemistry has advanced to the point where much of the information is outdated. There is no online resource associated with this program, which limits the avenues through which our students can access content. The current textbook predates the California adoption of the Next Generation Science Standards. The chemistry curriculum is due for an update to align with the NGSS and provide students with current chemistry content aligned with modern teaching practices.

INFORMATION:

With equity as a core value of the district, the adoption of *Chemistry in the Earth System (2020)* by Houghton Mifflin Harcourt represents a significant upgrade in our ability to provide high quality chemistry instructional materials to all students. The PGHS science teachers who reviewed materials for chemistry chose this program, in part, because it provides outstanding support materials for our emerging bilingual students. *Chemistry in the Earth System* includes English Language Development guides for the teacher and student. Another component of the program that will increase student ability to access content is the robust online support materials included in this purchase. The PGHS team also prefers the consumable nature of the text, so students can actively read the content, annotating as they proceed through lessons. The program maintains an appropriate level of rigor while presenting chemistry in a visually stimulating, multi-media format. Three other programs were considered for adoption: *Experience Chemistry* by Savvas; *Basic Chemistry* by Timberlake & Timberlake, Pearson; and *Living by Chemistry* by Bedford, Freeman, and Worth.

Student Resources

- 2020 California *Chemistry in the Earth System* Premium/Hybrid Student Resource, 6-year print and online package

Teacher Resources

- California Designated ELD in Your Science Classroom
- California Teacher Edition
- California Teacher Digital Management Center – 6 years
- California Designated ELD in Your Science Classroom Teacher Guide Grades 9-12
- Multi-lingual Science Glossary Grades 9-12

FISCAL IMPACT:

The cost of adopting these instructional materials is \$12,000 to be paid out of the curriculum department's 2023-2024 instructional materials account. This expenditure will cover six years of implementation.



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PACIFIC GROVE UNIFIED SCHOOL DISTRICT ^{CONSENT LL}
435 Hillcrest Avenue Pacific Grove, CA 93950

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

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PUBLIC HEARING NOTICE

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The Living Earth (2020) Textbook
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Pacific Grove High School

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 are available for public viewing beginning Monday, March 6, 2023 through Thursday, April 20, 2023.

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

Posted: March 6, 2023

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

SUBJECT: Public Hearing of the *Desmos Mathematics Program* for Pacific Grove Middle School Math Grades 6, 7, and 8

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board hold a public hearing for the Pacific Grove Middle School mathematics program *Desmos Mathematics* to be used in grades 6, 7, and 8.

BACKGROUND:

The current math program *Big Ideas CA CC* was adopted in 2015 when the California Content Standards and the Smarter Balanced Assessment Consortium state testing program were new. While following the California Content Standards, the materials did not fully align in terms of prioritizing and focusing on the most important standards. Consequently, the support for some topics was insufficient and required significant modifications and supplements. Students also lost interest in these materials. Therefore, the PGMS math department sought out materials that maintain the depth of concepts required by the California Content Standards but have accessible entry points for all students.

INFORMATION:

The PGMS math department reviewed eight programs – Amplify, Desmos, Fishtank Plus, iReady, Core Curriculum by MidSchoolMath, envision Mathematics Common Core, HMH Into Math, and Reveal Math (McGraw Hill). After the PGMS team conducted thorough research, the team made the decision to pilot Desmos Math during Fall of 2022.

Both Desmos and Amplify received high praise within the math department for their design principles and interactive components which effectively utilize technology to aid understanding. Desmos was ultimately chosen over Amplify because the two organizations have merged, and their programs will soon be combined.

Unlike other programs, which typically follow a traditional approach with clearly defined sections for conceptual understanding and procedural fluency practice, Desmos stands out because of its real-world application problems. It offers a cohesive connection between conceptual and procedural instructions, providing a more comprehensive learning experience.

Furthermore, Desmos offers flexibility with each lesson, allowing teachers to have students interact either digitally or directly with one another without using Chromebooks. All assignments and assessments are available in both online and paper versions. Additionally, student notes come in PDF and DOC formats, providing teachers with the option to edit them to suit the needs of their students.

Desmos lessons are adequately paced and closely aligned with California Content Standards in math, ensuring that students receive a comprehensive and standardized education. Next, the program requires less prep time as teachers can easily customize each lesson to suit the needs of their students. Additionally, the interactive simulations and activities provided by Desmos facilitate the introduction of abstract concepts to students in an effective way.

Furthermore, the program includes a teacher presentation component that eliminates the need for teachers to convert printed materials onto Google Slides, saving valuable time. The Desmos curriculum also fits the teaching style of the teachers in our math department, providing a fun and engaging learning environment for students.

While Desmos may not offer as much emphasis on procedural fluency practice, teachers can supplement these areas as needed to ensure that students are able to connect concepts to procedures. In contrast, Big Ideas Math falls short in conceptual understanding, which can be a more challenging area for teachers to supplement. Desmos offers a more engaging learning experience with interactive lessons and simulations that connect abstract mathematical concepts and algorithms. As a result, students find it easier to understand complex concepts. Additionally, the platform provides a fun learning environment that allows for a lower access point to advanced mathematical concepts.

FISCAL IMPACT:

The cost of adopting these instructional materials is \$28,000 to be paid out of the curriculum department's 2023-2024 instructional materials account. This expenditure will cover two years of implementation.



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PUBLIC HEARING
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

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, April 20, 2023, pursuant to Education Code Section 60119 and 60422:

PUBLIC DISCLOSURE OF *Desmos Mathematics Program* for Pacific Grove Middle School Math Grades 6, 7, and 8

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 are available for public viewing beginning Monday, April 6, 2023 through Thursday, May 18, 2023.

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

Posted: April 6, 2023

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

SUBJECT: Superintendent Search Process

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review, consider, and take action on proposals from the attached respondent firms for conducting a Superintendent search. The respondents proposals for this item will be available on Monday, April 17, 2023 and may be presented at the Board meeting.

BACKGROUND/INFORMATION:

After 16 years of successful leadership, Superintendent Ralph Porras resigned effective June 30, 2023.

The Board, as recommended by legal counsel, has directed Administration to pursue Request for Proposals (RFP) from the following firms to manage the search process for filling the Superintendent position:

1. Leadership Associates
2. Hazard Young Attea Associate
3. Hazard Young Attea Associate
4. Becky Manning, Executive Searches Office Administrator

FISCAL IMPACT:

Approximately \$30,000 from the General Fund, TBD by Firm selection

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

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

DATE: April 20, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) for the 2023-2024 school year.

BACKGROUND:

In 2010, the City of Pacific Grove and the Pacific Grove Unified School District developed a Memorandum of Understanding regarding a School Resource Officer, now referred to as an Agreement for Services, using language from prior MOUs, and similar to agreements used between the City of Seaside and the Monterey Peninsula Unified School District.

INFORMATION:

See attached Agreement for Services and Exhibit A, which address the interests of both the City of Pacific Grove and the Pacific Grove Unified School District.

The District will pay the City \$82,230 for the 180-day school year, which is an increase of \$1,612 from FY2022-23.

FISCAL IMPACT:

General Fund 01 \$82,230.

AGREEMENT FOR SERVICES

THIS AGREEMENT (“Agreement”) is entered into on this 1st day of July 2023, by and between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (hereinafter referred to as “DISTRICT”) and the CITY OF PACIFIC GROVE, a municipal corporation (hereinafter referred to as “CITY”).

WITNESSETH

WHEREAS, the DISTRICT desires to contract with the CITY for a specialized police service via a School Resource Officer (“SRO”).

WHEREAS, the DISTRICT and the CITY recognize the benefits of the SRO program to the students of Pacific Grove High School, Pacific Grove Community High School, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School, and Pacific Grove Adult School, all located within the City of Pacific Grove jurisdiction, as well as to the residents of Pacific Grove.

WHEREAS, the purpose of the School Resource Officer is to provide specialized police services to the DISTRICT including but not limited to:

- a. Enhance a safe learning environment by helping reduce school violence, drug abuse, and protect against intruders on school campus; and
- b. Improve school-law enforcement collaboration; and
- c. Improve perception and relations between students, school staff, parents, and law enforcement officials.

WHEREAS, the CITY desires to contract with the DISTRICT to provide a School Resource Officer in the DISTRICT as defined in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. TERM

The Term of this Agreement shall be for one year commencing on July 1, 2023, through and including June 30, 2024, unless terminated pursuant to the terms of this Agreement.

2. SCOPE OF SERVICES

The CITY shall provide SRO services to the DISTRICT pursuant to the terms of this Agreement and as described in Exhibit A.

3. COMPENSATION/SERVICE RATES

- A. The DISTRICT agrees to pay the CITY a not-to-exceed amount of Eighty-Two Thousand Two-Hundred and Thirty Dollars (\$82,230) for the SRO, for the Term as stated above.
- B. The CITY shall provide a SRO to the DISTRICT for all of the school days (180 school days) during the Term of this agreement, unless unable due to operational needs.
- C. Time spent by the SRO attending municipal, juvenile court, and/or criminal cases arising from and/or out of the SRO's services as an SRO shall be considered hours worked for the District and shall not be backfilled by the Department.
- D. The CITY shall send the DISTRICT an invoice at the beginning of the school year for the total amount set forth in Section 3.A., above.
- E. If the invoice remains delinquent for a period in excess of 30 days, then the DISTRICT shall pay to the CITY, the maximum interest rate permitted by law from the 30th day following the date such amount became due, until paid.

4. GENERAL ADMINISTRATION AND MANAGEMENT

- A. The Pacific Grove Chief of Police shall have the primary administrative responsibility under this Agreement for the CITY. The Chief of Police or their designee shall consult with the Superintendent of the DISTRICT or designee on matters that pertain to this Agreement.
- B. Any complaint against the SRO arising from his or her actions pursuant to this Agreement shall be directed to the Chief of Police and handled in the manner as prescribed by law or standing Department policy.

5. SUSPENSION/TERMINATION OF AGREEMENT

This Agreement may be terminated for any reason by either party upon 90 days written notice delivered as set forth in this Agreement.

6. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party hereto without the prior written consent of the other party. The rights and duties herein shall be binding, and inure to the benefit of any successors, permitted assigns, and heirs of the parties.

7. HOLD HARMLESS

- A. The CITY agrees to indemnify, defend, and save harmless the DISTRICT, its respective elected and appointed officials, officers, agents, and employees. from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions, to the extent to which those acts or omissions are related to the provisions of SRO services by the CITY under this Agreement in accord with the Scope of Services set forth in Exhibit A. The CITY assumes workers compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation

responsibility for the elected and appointed officials, officers, agents, and employees of the DISTRICT.

- B. The DISTRICT agrees to indemnify, defend, and save harmless the CITY. its respective elected and appointed officials, officers, agents, and employees, from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions arising from or related to performance of this Agreement, to the extent caused by the negligence or willful misconduct DISTRICT, its officers or employees when performing services within the Scope of Services set forth in Exhibit A.
- C. Both parties shall maintain in force, at all times during the performance of this Agreement, a policy of insurance covering all of its operations (including public liability and property damage) naming the other party as an additional insured, with not less than \$5,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under this Agreement with a combined single limit of not less than \$1,000,000.00. Notice in writing shall be given at least 30 days in advance of cancellation, reduction in coverage limit, or intended non-renewal of any policy. Insurance shall be provided by a company authorized by law to transact insurance business in the State of California. In addition, the CITY and the DISTRICT agree that the CITY and the DISTRICT may self-insure against any loss or damage, which could be covered by a comprehensive general public liability insurance policy and may also obtain coverage through an insurance pool.
- D. Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party.

8. INSURANCE AND WORKER'S COMPENSATION

The DISTRICT certifies that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance under this Agreement. CITY agrees to provide all necessary workers' compensation insurance for any and all CITY employees, including, but not limited to any employee providing SRO services to DISTRICT as contemplated by this Agreement, at CITY'S own cost and expense.

9. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

DISTRICT: Dr. Ralph Porras, Superintendent,
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

CITY: Cathy Madalone, Chief of Police
Pacific Grove Police Department

580 Pine Avenue
Pacific Grove. CA 93950

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, the DISTRICT or the CITY, to whom it is directed: or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to DISTRICT or CITY *at* the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

10. VENUE

CITY and DISTRICT hereby agree to make good faith efforts to resolve disputes as quickly as possible. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation, or arbitration), venue shall be handled in Monterey County, California.

11. AGREEMENT CONTAINS ALL UNDERSTANDINGS, AMENDMENT

This document represents the entire and integrated Agreement between the DISTRICT and the CITY and supersedes all prior negotiations, representations, and agreements either written or oral. This Agreement may be amended or modified only by written instrument signed by both parties.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

13. WAIVER

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the CITY and the DISTRICT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15. HEADINGS

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive and both the CITY and the DISTRICT expressly reserves the right to contract with other entities for the same or similar services.

17. CONSTRUCTION OF AGREEMENT

EXHIBIT A

SCOPE OF SERVICES, RESPONSIBILITIES, DUTIES

Under the supervision of the Chief of Police of the City of Pacific Grove or his or her designee, the following Articles shall express the Scope of Services, responsibilities, and duties of the parties.

ARTICLE I

Rights and Duties of the CITY -

The CITY shall provide a School Resource Officer (SRO) as follows:

1. School Resource Officer

A. The CITY shall assign one regularly assigned police officer to the DISTRICT with the responsibility to provide SRO services to the following schools: Pacific Grove High School, Pacific Grove Community High, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School, and Pacific Grove Adult School.

B. The SRO will have an office at a school campus facility, established and provided by the DISTRICT.

C. The immediate duties and supervision of the SRO shall reside with the Pacific Grove Police Department, which shall perform scheduled and non-scheduled visits to the schools.

2. Regular Duty Hours of the SRO

A. During the Term, the SRO shall be assigned to the schools on a full-time basis, eight hours, per school day, with a half hour break for lunch. The SRO will rotate time amongst all of the aforementioned schools within the DISTRICT.

B. When school is closed due to in-service training, the SRO, if invited by a school or DISTRICT administrator(s), may attend the in-service training.

C. During extended periods when schools are not in session, the SRO will be assigned as needed by their CITY supervisor.

D. When possible, the CITY will ensure the SRO schedules time off for vacations and floating holidays during periods when school is not in session.

E. In the event the SRO must take time off during the time school is in session, such time must be authorized by the SRO's police supervisor. The SRO must also notify the District Superintendent or designee of the impending absence, whenever possible. Otherwise, the Department Watch Commander will notify the DISTRICT when the SRO will be absent from work. Such time off shall be backfilled by the Department utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and will not represent a dedicated presence.

F. The SRO may be temporarily reassigned by the Police Department during a law enforcement emergency. Time spent on a law enforcement emergency shall not be backfilled by the Department.

G. The SRO may be required to participate in mandatory police training necessary to maintain the SRO's proficiency. Time spent on mandatory police training that is not specific to the position of SRO shall be backfilled by the Department, utilizing on duty patrol personnel, when available. Such coverage will be provided from regular patrol officers and will not represent a dedicated presence.

H. Training specific to the position of SRO shall be considered hours worked for the District and shall not be backfilled by the Department.

3. Duties, Obligations and Procedures of the SRO

The SRO shall:

A. Wear the established Pacific Grove Police Department patrol uniform including safety equipment designed for use by sworn field personnel pursuant to the Pacific Grove Police Department's policy manual. Special uniforms or "plain clothes" may be worn for special circumstances as approved by the Police Chief or designee.

B. Monitor the police radio frequency when on and off campus as well as be available by the Department-issued cellular phone.

C. Make classroom presentations when requested by a school or DISTRICT administrator on such topics as the role of policing in the community, drug and alcohol abuse prevention, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.

D. Participate in discussions during class to establish rapport with students, when requested by school administrator or Superintendent or designee.

E. Take appropriate law enforcement action as required by law and the policies and procedures of the Police Department.

F. Within the bounds of applicable law, will notify the school principal, DISTRICT Safety Director, or Superintendent or designee as soon as practical of any violations or actions which impact school discipline, order or safety and such other violations and actions as the DISTRICT reasonably requests to be reported. This may include interviewing suspects or victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the DISTRICT Policies, Police Department Procedures and Policies and legal requirements with regards to such interviews.

G. Obtain prior permission, advice and guidance from the District Safety Director and school administrators before enacting any program with the school.

- H. Be familiar with DISTRICT policies and regulations related to safety and student conduct and discipline issues, including the DISTRICT'S Code of Conduct.
- I. Assist the District Safety Director, administrators, faculty and staff with addressing violations of DISTRICT policies when appropriate. However, the SRO shall not be expected or asked to detain or take into physical custody any student who has only violated a DISTRICT policy or code of conduct. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunch room duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.
- J. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, DISTRICT administrators, parents and community members.
- K. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, and security personnel.
- L. Maintain detailed, accurate and up to date records as required by the CITY, DISTRICT and/or school administrator/principal.
- M. Attend, whenever possible, school and DISTRICT in-service training at the invitation of the District Safety Director, Superintendent or designee, or school administrator/principal.
- N. Work cooperatively with DISTRICT to address juvenile delinquency issues, truancy, and problems within the DISTRICT as well as work proactively with all law enforcement agencies that service the DISTRICT'S community.
- O. Upon request, attend parent, faculty, student, administration, and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support, when available.
- P. Provide information regarding community programs so that proper referrals can be made, and appropriate assistance accessed and refer students to school counselors as needed. These programs may include mental health programs, drug treatment programs, anti-bullying programs, etc. The SRO, after consulting with the school administrator, may make referrals to such agencies when necessary, thereby acting as a resource person to the students, staff, faculty and administration. Referral guidelines shall be determined by school administration.
- Q. Maintain confidentiality of any and all information obtained in confidence and not disclose the information except as provided by the law or court order. The District remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.
- R. Maintain confidentiality of DISTRICT records and information in accordance with DISTRICT policies.
- S. Perform other duties which will promote the purposes of the SRO program, and which are mutually agreed upon by the DISTRICT and CITY.

T. Any additions to the above duties must be mutually agreed in writing upon by the CITY'S Chief of Police, the DISTRICT Superintendent, or their designee.

ARTICLE III

The DISTRICT shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO program.

1. The DISTRICT shall provide a private office for the SRO to conduct matters of confidential business and shall provide the SRO with access to records which are deemed necessary by the DISTRICT, as permitted by law. The SRO shall maintain confidentiality of the records in accordance with law. The SRO shall confer with the school administrators/principal concerning confidentiality of records whenever necessary.
2. The DISTRICT shall provide a desk, filing cabinet with locking system and office furniture for use of the SRO.
3. Within legal requirements of confidentiality, the DISTRICT shall provide information regarding students who are currently suspended, expelled, excluded from extracurricular activities, or students or adults who are not supposed to be on or near the campus, to include any students who participate in an independent study program, or other off campus programs that do not require their presence on the school site.

ARTICLE IV

Appropriations -

The obligations of each party under this Agreement are contingent upon adequate funds for that purpose being budgeted, appropriated, and otherwise made available.

ARTICLE V

Employment Status of School Resource Officer -

The SRO shall remain an employee of the CITY at all times while providing SRO services to the DISTRICT and shall not be an employee of the DISTRICT. The DISTRICT and CITY acknowledge that the SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the Pacific Grove Police Department. The SRO shall remain responsive to the chain of command of the Pacific Grove Police Department.

The SRO shall be accountable to the Principal(s) of the school(s) for their behavior or conduct while at the school. The Superintendent or designee has the rights and responsibilities to report any alleged misconduct, non-compliance with the DISTRICT'S policies or other questionable behavior on the part of the SRO to the Chief of Police or to the Police Commander of the Pacific Grove Police Department. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

ARTICLE VI

The Chief of Police will ensure the SRO is a full time, certified police officer with the Pacific Grove Police Department and meets any relevant education, training and experience requirements as determined by the Department.

ARTICLE VII*Dismissal of School Resource Officer; Replacement –*

1. In the event that the Superintendent or designee, District Safety Director, and/or Principal(s) of the schools in the Pacific Grove Unified School DISTRICT believe the SRO is not effectively performing their duties and responsibilities, the Superintendent may recommend to the Police Commander of the Pacific Grove Police Department the police officer who is assigned as the SRO be removed from the program, and shall state the reasons therefore, in writing. The Commander shall, as soon as practical, notify the Chief of Police of their recommendation. The Chief of Police, and/or designee shall meet with the DISTRICT Superintendent or designee to mediate or resolve any problems which may exist. If, within a reasonable amount of time after the commencement of such meeting, the problem cannot be resolved, the police officer assigned to the SRO position shall be removed from the program.
2. In the event of resignation, dismissal, or reassignment of the SRO, the Police Department shall provide a permanent replacement for the SRO as soon as practical.

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

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

SUBJECT: Contract Miracle Play Structures – Storm Damaged Play Structure Replacement

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Contract with Park Planet for a new Play Structure due to storm damage.

BACKGROUND:

The playground at the Outdoor Classroom located at the Pacific Grove Adult Education campus was directly impacted by a large Monterey Pine. The impact of the tree resulted in a partial loss to the play structure.

INFORMATION:

The play structure portion of the outdoor classroom is fairly new having been installed in 2019. The damaged portions will be replaced with parts supplied by the original manufacturer.

FISCAL IMPACT:

Fund 21 Total Cost, \$36,931.08. Fund 21 will be fully reimbursed by Keenan claim payment.

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

CONSULTANT: Miracle Play Systems

SITE/DEPARTMENT: PG Adult School/ Maintenance, Operations, & Transportation

SUBMITTED BY: Jon Anderson, Director of MOT

FUNDING SOURCE: Fund 21 to be reimbursed by insurance claim.

AGREEMENT TOTAL AMOUNT: Thirty-Six Thousand Nine Hundred Thirty-One Dollars and eight cents (\$36,931.08)

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Miracle Play Systems ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a playground installation contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Supply materials and labor to remove and replace portions of play structure damaged by tree impact, as per Quote number Q-05210.
2. **Term.** Consultant shall commence providing services under this Agreement on or about April 21, 2023 and will diligently perform as required and complete performance by July 31, 2023.
3. **Compensation.** District agrees to pay **Thirty-Six Thousand Nine Hundred Thirty-One Dollars and eight cents (\$36,931.08)** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Thirty-Six Thousand Nine Hundred Thirty-One Dollars and eight cents (\$36,931.08)** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

District

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

Consultant

Name: Miracle Play Systems
 Address: PO Box 263
 City/State/Zip: Alamo, CA 94507
 Business Phone: (650) 930-0459
 Email (Optional): Jean@miracleplaygroup.com

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

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

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

24. **Type of Business Entity:**
✓ Corporation, State

- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Joshua Jorn

Name: _____

Title: Assistant Superintendent

Date:

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Contract Park Planet – Storm Damaged Play Structure Replacement

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Contract with Park Planet for a new Play Structure due to storm damage.

BACKGROUND:

The playground at the Co-Op Preschool located at the Pacific Grove Adult Education campus was struck on two occasions by a large tree branch and debris. The impact resulted in a complete loss of the play structure known as “Elephant Hill”.

INFORMATION:

Barbara Martinez, Principal of the PGAE site has asked that the damaged existing play structure be replaced with an age-appropriate alternative play structure. The proposed play structure will be “Tot Town” EC-201 by Big Toys.

FISCAL IMPACT:

Fund 21 Total Cost, \$44,125.78. Fund 21 will be fully reimbursed by Keenan claim payment.

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

CONSULTANT: Park Planet

SITE/DEPARTMENT: PG Adult School Co-Op Preschool/ Maintenance, Operation & Transportation

SUBMITTED BY: Jon Anderson

FUNDING SOURCE: Fund 21 to be reimbursed by Insurance Claim

AGREEMENT TOTAL AMOUNT: Forty-Four Thousand One Hundred Twenty-Five Dollars and seventy-eight cents (\$44,125.78).

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Park Planet** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a play structure installation contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Removal and replacement of play structure damaged by tree impact as per Quote Q23-1987.
2. **Term.** Consultant shall commence providing services under this Agreement on or about April 21, 2023 and will diligently perform as required and complete performance by July 31, 2023.
3. **Compensation.** District agrees to pay **Forty-Four Thousand One Hundred Twenty-Five Dollars and seventy-eight cents (\$44,125.78)** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Forty-Four Thousand One Hundred Twenty-Five Dollars and seventy-eight cents (\$44,125.78)** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
- 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
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the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

District

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

Consultant

Name: Park Planet Inc.
 Address: 415 Elm Street
 City/State/Zip: Red Bluff, CA 96080
 Business Phone: (530) 244-6116
 Email (Optional): tammie@parkplante.com

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

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

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

24. **Type of Business Entity:**
✓ Corporation, State

- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
Name: Joshua Jorn
Title: Assistant Superintendent
Date: _____

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

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

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

SUBJECT: 2021-22 Measures A&D Financial & Performance Audit Report

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and accept the 2021-2022 Measures A & D Financial & Performance Audit reports as presented.

BACKGROUND:

Under state law, each public school district is required to have an annual audit performed by an independent audit firm. Results of the audit are presented to the Board for acceptance and submittal to the County Office of Education and the California State Controller Office for review.

INFORMATION:

The District's Bond audit was performed by Eide Bailly LLP. Electronic copies have been distributed to the Board members and are available to the public upon request, or the report can be viewed on the District website. A representative from the audit firm will present the 2020-21 final audit virtually at the Board meeting.

FISCAL IMPACT:

None



November 23, 2022

Governing Board and
Citizens' Oversight Committee
Pacific Grove Unified School District
Pacific Grove, California

We have audited the financial statements of Pacific Grove Unified School District's (the District) Building Fund (Measure A and D) as of and for the year ended June 30, 2022 and have issued our report thereon dated November 23, 2022. We have also performed the performance audit of the District's Building Fund (Measure A and D). Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit of the District's Building Fund (Measure A and D) under Generally Accepted Auditing Standards and *Government Auditing Standards* and the Performance Audit under *Government Auditing Standards*.

As communicated in our letter dated November 15, 2022, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Additionally, our responsibility, as described by professional standards, is to conduct a performance audit in accordance with *Government Auditing Standards*. Our audit of the financial statements and performance audit does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated November 23, 2022.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the current year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's Building Fund (Measure A and D) financial statements relate to:

The Summary of significant accounting policies in Note 1.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. The following Emphasis of Matter paragraph was added to the Auditor's Report:

Emphasis of Matter

As discussed in Note 1, the financial statements of the General Obligation Bond Fund specific to Measure A and D are intended to present the financial position and the changes in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated November 23, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

As described in the audit report as finding 2022-001, we did note the District was unable to provide sufficient documentation to substantiate proper bidding procedures were followed for one contract.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Governing Board and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Fresno, California



Financial and Performance Audits
Building Fund (Measures A and D)
June 30, 2022

Pacific Grove Unified School District

Pacific Grove Unified School District
Building Fund (Measures A and D)

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June 30, 2022

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Financial Audit
Building Fund (Measures A and D)
June 30, 2022

Pacific Grove Unified School District

Independent Auditor's Report

Governing Board and
Citizens Oversight Committee
Pacific Grove Unified School District
Pacific Grove, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Building Fund (Measures A and D) of the Pacific Grove Unified School District (the District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Building Fund (Measures A and D) of the District, as of June 30, 2022, and the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only Building Fund (Measures A and D), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 23, 2022 on our consideration of the Building Fund (Measures A and D) of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Building Fund (Measures A and D) of

the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Building Fund (Measures A and D) of the District's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Sully LLP". The signature is written in a cursive, flowing style.

Fresno, California
November 23, 2022

Pacific Grove Unified School District
Building Fund (Measures A and D)

Balance Sheet
June 30, 2022

	<u>Measure A</u>	<u>Measure D</u>	<u>Total</u>
Assets			
Deposits and investments	\$ 3,068,495	\$ 3,463,776	\$ 6,532,271
Accounts receivable	2,281	3,184	5,465
Prepaid expenses	30,753	-	30,753
	<u>3,101,529</u>	<u>3,466,960</u>	<u>6,568,489</u>
Total assets			
Liabilities and Fund Balance			
Liabilities			
Accounts payable	\$ 51,205	\$ 5,554	\$ 56,759
Fund Balance			
Nonspendable	30,753	-	30,753
Restricted	3,019,571	3,461,406	6,480,977
	<u>3,050,324</u>	<u>3,461,406</u>	<u>6,511,730</u>
Total fund balance	<u>3,050,324</u>	<u>3,461,406</u>	<u>6,511,730</u>
Total liabilities and fund balance	<u>\$ 3,101,529</u>	<u>\$ 3,466,960</u>	<u>\$ 6,568,489</u>

Pacific Grove Unified School District
 Building Fund (Measures A and D)
 Statement of Revenues, Expenditures, and Changes in Fund Balance
 Year Ended June 30, 2022

	<u>Measure A</u>	<u>Measure D</u>	<u>Total</u>
Revenues			
Local income			
Interest	\$ 10,598	\$ 12,467	\$ 23,065
Net Increase (Decrease) in Fair Market Value of Investment	<u>(82,997)</u>	<u>(93,593)</u>	<u>(176,590)</u>
Total revenues	<u>(72,399)</u>	<u>(81,126)</u>	<u>(153,525)</u>
Expenditures			
Current			
Salaries and benefits	-	47,253	47,253
Books and supplies	223,227	130,091	353,318
Services and other operating expenditures	198,603	180,634	379,237
Capital outlay	144,138	1,220,166	1,364,304
Debt service other	<u>125,471</u>	<u>-</u>	<u>125,471</u>
Total expenditures	<u>691,439</u>	<u>1,578,144</u>	<u>2,269,583</u>
Deficiency of Revenues over Expenditures	<u>(763,838)</u>	<u>(1,659,270)</u>	<u>(2,423,108)</u>
Other Financing Sources			
Proceeds from bond issuance	<u>2,126,000</u>	<u>-</u>	<u>2,126,000</u>
Net Change in Fund Balance	1,362,162	(1,659,270)	(297,108)
Fund Balance - Beginning	<u>1,688,162</u>	<u>5,120,676</u>	<u>6,808,838</u>
Fund Balance - Ending	<u>\$ 3,050,324</u>	<u>\$ 3,461,406</u>	<u>\$ 6,511,730</u>

Pacific Grove Unified School District
Building Fund (Measures A and D)

Notes to Financial Statements
June 30, 2022

Note 1 - Summary of Significant Accounting Policies

The accounting policies of the Pacific Grove Unified School District's (the District) Building Fund (Measures A and D) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The Pacific Grove Unified School District Building Fund accounts for financial transactions in accordance with the policies and procedures of the California School Accounting Manual.

Financial Reporting Entity

The financial statements include only the Building Fund of the Pacific Grove Unified School District used to account for Measures A and D projects. This Fund was established to account for the expenditures of general obligation bonds issued under Measures A and D. These financial statements are not intended to present fairly the financial position and results of operations of the Pacific Grove Unified School District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the Building Fund are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

The Building Fund is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Pacific Grove Unified School District
Building Fund (Measures A and D)

Notes to Financial Statements
June 30, 2022

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid, and all outstanding encumbrances lapse at June 30.

Investments

Investments with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year-end. All investments not required to be reported at fair value are stated at cost or amortized cost. Fair values of investments in county pools are determined by the program sponsor.

Prepaid Expenditures (Expenses)

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Fund Balance - Building Fund (Measures A and D)

As of June 30, 2022, the fund balance in the Building Fund was \$6,511,730.

As of June 30, 2022, the fund balance is classified as follows:

Nonspendable - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Pacific Grove Unified School District
Building Fund (Measures A and D)

Notes to Financial Statements

June 30, 2022

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Investments

Policies and Practices

The District is authorized under California *Government Code* to make direct investments in local agency bonds, notes, or warrants within the State: U.S. Treasury instrument; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fairly value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Pacific Grove Unified School District
Building Fund (Measures A and D)

Notes to Financial Statements
June 30, 2022

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District has a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by investing in the Monterey County Treasury Investment Pool. The District maintains a Building Fund (Measures A and D) investment of \$6,532,271 with the Monterey County Treasury Investment Pool, with a weighted average maturity of 482 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the County Pool is not required to be rated, nor has it been rated as of June 30, 2022.

Pacific Grove Unified School District
 Building Fund (Measures A and D)

Notes to Financial Statements

June 30, 2022

Note 3 - Receivables

Receivables at June 30, 2022, consisted of the following:

Interest	\$	5,465
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Note 4 - Accounts Payable

Accounts payable at June 30, 2022, consisted of the following:

Vendor payables	\$	56,759
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Note 5 - Fund Balances

Fund balances are composed of the following elements:

Nonspendable	\$	30,753
Restricted		6,480,977
Capital projects	\$	6,511,730

Note 6 - Contingencies**Litigation**

The District is not currently a party to any legal proceedings related to the Building Fund (Measures A and D) as of June 30, 2022.



Independent Auditor's Report
June 30, 2022

Pacific Grove Unified School District

**Independent Auditor’s Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

Governing Board and
Citizens Oversight Committee
Pacific Grove Unified School District
Pacific Grove, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Building Fund (Measures A and D) of the Pacific Grove Unified School District (the District) as of and for the year ended June 30, 2022, and the related notes of the financial statements, and have issued our report thereon dated November 23, 2022.

Emphasis of Matter

As discussed in Note 1, the financial statements present only Building Fund (Measures A and D), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District’s Building Fund (Measures A and D) financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Responses as item 2022-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Building Fund (Measures A and D) of the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pacific Grove Unified School District's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Responses. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Fresno, California
November 23, 2022

Pacific Grove Unified School District
 Building Fund (Measures A and D)
 Financial Statement Findings
 June 30, 2022

The following finding represents a material weakness related to the financial statements that is required to be reported in accordance with Government Auditing Standards. The finding has been coded as follow:

Five Digit Code	AB 3627 Finding Type
30000	Internal Control

2022-001 30000 – Bidding Procedures (Material Weakness)

Criteria or Specific Requirements

In accordance with Public Contract Code (PCC) Section 20111, the District is required to competitively bid and award any contracts involving an expenditure of more than \$99,100 (adjusted for inflation) to the lowest responsible bidder. Contracts subject to competitive bidding include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the School District.
2. Services that are not construction services and professional services or advice.
3. Repairs including maintenance projects, as defined in PCC Section 20115.
4. Public works projects, as defined in PCC Section 22002(c).

Public projects as defined in PCC Section 22002(c), such as construction or reconstruction of publicly owned facilities, have a lower bid threshold of \$15,000 that is not adjusted for inflation.

CUPCAA Exception - Exception to this general rule for school districts and other local agencies that elect to be subject to the California Uniform Public Construction Cost Accounting Act ("CUPCAA"). (PCC §§22000 22045.) CUPCAA still requires formal bidding procedures on public projects more than \$200,000.

Condition

The District was unable to substantiate bidding requirements were met for a roofing project contract that totaled \$518,802.

Questioned Costs

There were no questioned costs associated with the condition identified.

Context

The condition was identified through the course of our review and assessment of the District's bidding procedures and through inquiry with District personnel.

Effect

The District could not locate documentation to substantiate compliance with regulations governing contracts awarded by Districts.

Cause

The District has experienced numerous staff turnover in several key positions. The original staff responsible for bidding of the contract were not employed at the District at the time of the audit. As a result, the necessary bidding documents could not be located by the staff present at the time of the audit.

Repeat Finding

No.

Recommendation

The District should implement procedures to ensure that bidding documents are filed in a place that is clearly identified so in the event of possible turnover, the documents could still be located by staff.

Corrective Action Plan and Views of Responsible Officials

As a District, it is important that we are able to justify the procurement decisions we make. Any information related to our solicitations, informal or formal, must be retained. For purchases above bid threshold, this includes, but is not limited to, the following:

- Invitation for Bids/Request for Proposal solicitation document.
- Solicitation responses from all respondents.
- All response evaluations and rationale for resulting in the award.

The documents above, along with all other documents involved with our solicitations above bid threshold, will be kept electronically on the District's network google drive, and in hard-copy form in the Business office.

Pacific Grove Unified School District
Building Fund (Measures A and D)
Summary of Schedule of Prior Audit Findings
June 30, 2022

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



Performance Audit
Building Fund (Measures A and D)
June 30, 2022

Pacific Grove Unified School District

Independent Auditor's Report on Performance

Governing Board and
Citizens Oversight Committee
Pacific Grove Unified School District
Pacific Grove, California

We were engaged to conduct a performance audit of the Building Fund (Measures A and D) of the Pacific Grove Unified School District (the District) for the year June 30, 2022.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended Building Fund (Measures A and D) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

This report is intended solely for the information and use of the District, Governing Board, and Citizens Oversight Committee and is not intended to be and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Fresno, California
November 23, 2022

Pacific Grove Unified School District
Building Fund (Measures A and D)

June 30, 2022

Authority for Issuance

The Proposition 39 Bonds are issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California Education Code, and other applicable provisions of law. The Bonds are authorized to be issued by a resolution adopted by the Board of Trustees of the District.

Measure A

The District received authorization at an election held on November 4, 2014, to issue bonds of the District in an aggregate principal amount not to exceed \$18,000,000 to finance technology projects approved by eligible voters within the District. The proposition required approval by at least 55 percent of the votes cast by eligible voters within the District (the 2014 Authorization).

Measure D

The District received authorization at an election held on March 3, 2020, to issue bonds of the District in an aggregate principal amount not to exceed \$30,000,000 to finance specific types of school facilities projects approved by eligible voters within the District. The proposition required approval by at least 55 percent of the votes cast by eligible voters within the District (the 2020 Authorization).

Purpose of Issuance

The net proceeds of the Bonds and any other series of general obligation bonds issued under the Authorizations will be used for the purposes specified in the District bond propositions submitted at election. The bond ballot language for each Measure is as follows:

Measure A

To increase student access to computers; maintain and upgrade educational software; keep pace with 21st century technological innovations; and significantly reduce borrowing costs, shall Pacific Grove Unified School District issue \$18 million of short-term bonds with the interest rates at or below the legal limit, independent citizen oversight, and no money for administrator/teacher salaries, so long as all funds are spent locally and cannot be taken by the State.

Measure D

To replace outdated plumbing/electrical systems, upgrade fire alarms and emergency communication systems; repair/replace roofs and modernize classrooms at schools throughout the district, shall the Pacific Grove Unified School District measure authorizing \$30 million of bonds be adopted with legal rates, yearly levies of less than 3 cents per \$100 of assessed valuation through approximately 2039 (generating an average of \$2.1 million dollars per year), annual audits, independent oversight and no estimated increase in current tax rates?

Pacific Grove Unified School District
Building Fund (Measures A and D)

June 30, 2022

Authority for the Audit

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, “for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities”, upon approval by 55 percent of the electorate. In addition to reducing the approval threshold from two-thirds to 55 percent, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
2. The school district must list the specific school facilities projects to be funded in the ballot measure and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
3. Requires the school district to appoint a citizen’s oversight committee.
4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the Government Auditing Standards issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.
5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

Objectives of the Audit

1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measures A and D.
2. Determine whether salary transactions charged to the Building Fund, if any, were in support of Measures A and D and not for District general administration or operations.

Scope of the Audit

The scope of our performance audit covered the period of July 1, 2021 to June 30, 2022. The population of expenditures tested included all object codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2022, were not reviewed or included within the scope of our audit or in this report.

Pacific Grove Unified School District
Building Fund (Measures A and D)

June 30, 2022

Methodology

We obtained the general ledger reports prepared by the District for the fiscal year ended June 30, 2022, for the Building Fund (Measures A and D). Within the fiscal year audited, we obtained the actual invoices, purchase orders, and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measures A and D as to the approved bond projects list. We performed the following procedures:

1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger.
2. We selected a sample of expenditures using the following criteria:
 - a. We considered all expenditures recorded in all object codes, where applicable, from July 1, 2021 through June 30, 2022 from Measures A and D bond proceeds.
 - b. Additionally, if payroll costs were noted, obtained backup for the source of the expenditures regardless if the amount was below our individually significant threshold to determine if they related to administrative duties not related to project management.
3. Our sample included transactions totaling \$1,564,780. This represents approximately 69 percent of the total expenditures, and other uses, of \$2,269,583.
4. We reviewed the actual invoices and other supporting documentation to determine that:
 - a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
 - b. Expenditures were expended in accordance with voter-approved bond project list.
 - c. Bond proceeds were not used for salaries of school administrators or other operating expenses of the District.
 - d. Bidding requirements were followed, as applicable
5. We determined that the District has met the compliance requirement of Measures A and D if the following conditions were met:
 - a. Supporting documents for expenditures were aligned with the voter-approved bond project list.
 - b. Supporting documents for expenditures were not used for salaries of school administrators or other operating expenses of the District.

Conclusion

The results of our tests indicated that, in all significant respects, Pacific Grove Unified School District has properly accounted for the expenditures held in the Building Fund (Measures A and D) and that such expenditures were made for authorized Bond projects. We noted that the District was unable to locate the bidding documents for a contract that was selected for testing. Refer to Finding 2022-001 in the Financial Statements Findings section of the report.

Pacific Grove Unified School District
Building Fund (Measures A and D)
Schedule of Findings and Questioned Costs
June 30, 2022

None reported.

Pacific Grove Unified School District
Building Fund (Measures A and D)
Summary of Schedule of Prior Audit Findings
June 30, 2022

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

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

SUBJECT: Board Calendar/Future Meetings

DATE: April 20, 2023

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 approve the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

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

Board Meeting Calendar January-June 2023

Thursday Jan. 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2023-24 ✓ Property Tax Update 	District Office/Virtual
Thursday Jan. 19	Regular Board Meeting <ul style="list-style-type: none"> ✓ CSBA Policy Update ✓ School Accountability Report Cards 	District Office/Virtual
Thursday Feb. 2	Regular Board Meeting <ul style="list-style-type: none"> ✓ Black History Month Resolution ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2022-23 Audit Report ✓ Quarterly Facilities Project Updates* 	District Office/Virtual
Thursday Mar. 2	Regular Board Meeting <ul style="list-style-type: none"> ✓ Women's History Month Resolution ✓ Second Interim 	District Office/Virtual
Thursday Mar. 16	Regular Board Meeting <ul style="list-style-type: none"> ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels 	District Office/Virtual
Thursday Apr. 6	Regular Board Meeting <ul style="list-style-type: none"> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2023-24 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update 	District Office/Virtual
Thursday April 20	Regular Board Meeting <ul style="list-style-type: none"> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update 	District Office/Virtual
Friday April 28 3:00- 6:00p.m.	SPECIAL Board Meeting <ul style="list-style-type: none"> ✓ Governance Training with DWK 	District Office/Virtual
Thursday May 4	Regular Board Meeting <ul style="list-style-type: none"> ✓ Continue Superintendent Evaluation ✓ Board Goals for 2023-24 ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee 	District Office/Virtual
Thursday May 11	SPECIAL Board Meeting <ul style="list-style-type: none"> ✓ Board self-evaluation 	District Office/Virtual

Thursday May 18	Regular Board Meeting ✓ Complete Superintendent's Evaluation ✓ Superintendent Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2023-24 Budget Public Hearing ✓ LCAP Public Hearing	District Office/Virtual
Thursday June 1	Regular Board Meeting ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2023-24 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2023-24	District Office/Virtual

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

Board Meeting Calendar August-December 2023

Thursday Aug. 3	Regular Board Meeting	District Office/Virtual
Thursday Aug. 17	Regular Board Meeting <ul style="list-style-type: none"> ✓ Student Enrollment Update ✓ Property Tax Report ✓ Review of Legal Services Costs ✓ Quarterly Facilities Project Updates* ✓ CSBA Policy Update 	District Office/Virtual
Thursday Sept. 7	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly District Safety Update* 	District Office/Virtual
Thursday Sept. 21	Regular Board Meeting <ul style="list-style-type: none"> ✓ Williams Uniform Complaint Report ✓ Unaudited Actual Report 	District Office/Virtual
Thursday Oct. 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ Superintendent Goals ✓ Week of the School Administrator ✓ CAASPP/ELPAC Review of Data ✓ Board Goals check-in 	District Office/Virtual
Thursday Oct. 26	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CSBA Policy Update 	District Office/Virtual
Thursday Nov. 2	Regular Board Meeting <ul style="list-style-type: none"> ✓ PGHS Course Bulletin Information/Discussion 	District Office/Virtual
Thursday Nov. 16	Regular Board Meeting <ul style="list-style-type: none"> ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates* 	District Office/Virtual
Thursday Dec. 14	Organizational Meeting <ul style="list-style-type: none"> ✓ Election of 2022-23 Board President and Clerk ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition 	District Office/Virtual

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

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

SUBJECT: Physical Education Program Presentation

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board receive information regarding the Physical Education program at Pacific Grove Unified School District.

INFORMATION:

The Board of Education requested a presentation from the P.E. departments, with specific focus on the following:

- Curriculum being used
- Key goals for the departments for the year
- Samples of instructional strategies

FISCAL IMPACT;

None

Pacific Grove Elementary Schools
Physical Education Department
2023

Curriculum

The Pacific Grove Physical Education Department uses the California Department of Education Standards for Physical Education as its framework for accomplishing the department's goals for students in grades K - 5. In addition to these standards, the Physical Education Department also implements the Toolbox Program for social / emotional development, and the California Dairy Council to provide basic nutritional guidelines and recommendations. Finally, the Physical Education Teachers report the 5th grade fitness scores using the FitnessGram software and standards.

Goals

The Physical Education teachers set goals that are designed to meet the current year's students at their current level of physical, emotional, and social behavior, then help each student and each grade succeed in these areas enough to progress to the next level and grade. For 5th grade, the goals adjust to helping these students prepare for the expectations of middle school physical education programs and for the Fitnessgram fitness testing that is mandated by the state for 5th, 7th, and 9th grade students.

Instructional Strategies

The instructional strategies in physical education are designed to promote fitness, safety, and confidence in physical and social skills. At Robert Down School a consistent routine of Jogging for fitness/ cardiovascular health, social / emotional skill development (Toolbox Tuesdays, "Tell me something Good" Fridays), lesson explanation and demonstration, and participation in an individual, partnered, or group skill for repetition of skills to be focused on for that unit.

Forest Grove school is similar in many ways to Robert Down in that we try to focus on a specific skill set every day. Very often our classes are split into two, to emphasize smaller classes. This way we can fit into a smaller area and utilize the equipment we have so everyone can participate fully. We want to emphasize safety, and strategizing ways to include everyone participating for as many minutes as possible within the limited time frame. Sportsmanship and participation are the two guiding principles we use in grading and what we emphasize and encourage each and every day.

Samples / Examples / Evidence of Curriculum

Instructional examples of the Robert Down Physical Education Program are available in both video and written format. The Pandemic gave our department the opportunity to video and describe every lesson for our students in the event they must homeschool. 216 videos, available on Vimeo, and accompanying documentation are available to any staff, administrator, or student.

You can find examples of the Forest Grove Elementary program on Screencastify where we were able to work with our students online and feature ideas to keep them moving during a time where everyone was encouraged to stay inside often. We made 60 videos with various activities.

P.E. Year curriculum by month

August: K-2: playground rules, poly spots, , Hula hoop cars, large motor skills
3-5: 4-square, tetherball, basketball

September: K-2: large motor skills, partners moving in space, jump rope, tag games
3-5: basketball “Respect”, “out”, “Around the World”, Jump rope, Capture

October: K-2: Bowling, Frisbee, Frisbee pyramid, Bocci
3-5: Boot Camp, Frisbee, Bocci

November: K-2: Soccer, Kicking, “Round up”
3-5: Soccer “give and go”, Kicking, punting, “Dog Catcher”
5th: Swim unit at PG High

December: K-2: Tossing underhand, Toss golf course, Snakes, Birds, Bunnies
3-5: Human Juggling, Football pitches and passes

January: K-5: Tumbling, Nutrition
K-2: Hand as paddle
3-5: Paddle tennis

February: K-2: Throw and catch, low and high, parachutes,
3-5: Volleyball, parachute launches
K-5: Boot camp

March: K-5: Batting and fielding, Bootcamps, egg hunt

April: K-5: Frisbee, Frisbee golf, Hygiene (3-5)
Spin jammers (K-2)
Fitnessgram - 5th grade

May: K-5: Kick and retrieve (k-2)
Bucket Ball (3-5)
Asteroids
Favorite games and activities

Five Year Program Plan

K 1 2 3 4 5

Social Interaction	4.1	Self-discipline		XX				
	4.2	Cooperation		XX				
	4.3	Sportsmanship				XX		
	4.4	Winning and Losing			XX			
	4.5	Respect for equipment	XX					
Body Management	5.1	Non-Locomotor	XX					
	5.2	Body awareness	XX					
	5.3	Spatial Awareness	XX					
	5.4	Use of Space			XX			
	5.5	Quality of Movement						
	5.6	Relationship of Body to other objects				XX		
	5.7	Basic dance Patterns					XX	
	5.8	Tumbling					XX	
	5.9	Rope Jumping				XX		
Game and Sport Skills	6.1	Follow Directions	XX					
	6.2	Knowledge of Safety and rules		XX				
	6.3	Member of team					XX	
	6.4	Participate In Games and Sports					XX	

XX indicates the year when the objective is to be mastered. Many objectives will be worked on during all years preceding mastery and even after mastery has been achieved for retention.



PGMS PE

Chip Dorey/ Brandon Rosa

Dezi Pettas/Adan Hull

Curriculum Being Used:

California State Standards: Main Guiding Curriculum used.

Example 7th Grade:

STANDARD

1

Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.

Manipulative Skills

- 1.1 Demonstrate mature techniques for the following patterns: overhand, sidearm, and underhand throwing; catching; kicking/punting; striking; trapping; dribbling (hand and foot); and volleying.

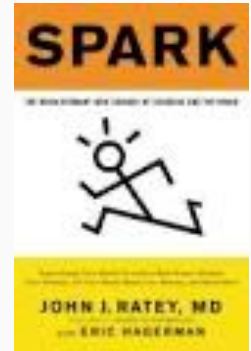
Other curriculum:



- 1) Net Generation Tennis Curricula
 - a) <https://netgeneration.usta.com/schoolscurriculum>
- 2) Planned Parenthood for Sex Ed.
- 3) D.A.R.E with Officer Hanks (Drugs and Alcohol)
- 4) My Plate (Nutrition)

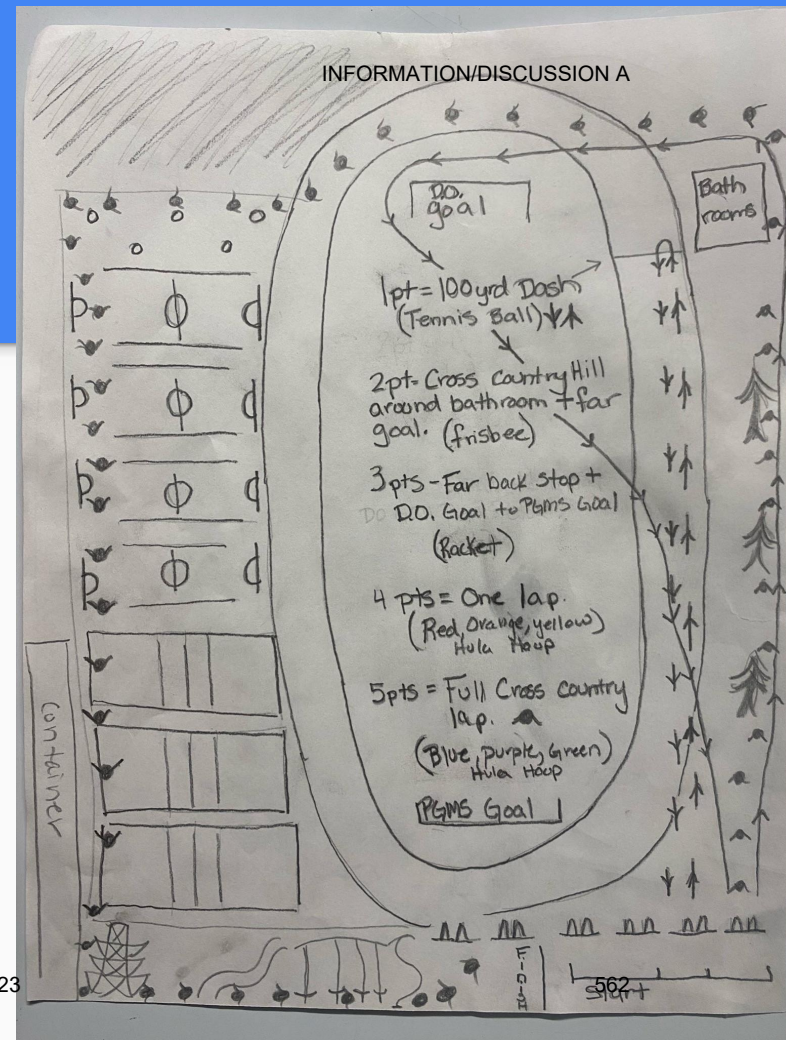
Key Goals for Middle School PE 2022/23

- To provide a wide range of sport, exercise, and fitness experiences that will help students find a passion for physical activity they can incorporate into their lives for a healthier and happier lifestyle.
- Collaboration/ cooperative learning
- Build and understand Cardiovascular Endurance through Running.
- Skill development/ technique
- Student success
- **Accountability**



Instructional Strategies: Running

- Choice
- Data collection and analysis
- Goal Setting
- Success
- Challenge all students




Instructional Strategies Con't:

- Class grouping/Teams
- Group Projects/ collaboration/ Peer instruction
- Weekly Schedule
- Competition
- Student examples
- Scholarly Articles/ discussions
- Modify
- Adapt
- Diagrams/ Charts
- Evaluation/Reflection
- Self awareness/ Safety

Questions, comments, ? 

PGHS PHYSICAL EDUCATION



**2023 CURRICULUM FOR HIGH SCHOOL PHYSICAL
EDUCATION at PACIFIC GROVE HIGH SCHOOL**

Ms. Donna O'Donnell-Smith and Mr. John Martine

PHYSICAL EDUCATION MISSION STATEMENT FOR PACIFIC GROVE HIGH SCHOOL

“Our Mission is to provide a successful physical education program to the students at Pacific Grove High School that promotes a healthy environment, and to teach our students how to take care of their bodies and minds as they prepare for their future as a successful student and young adult.”

COURSE 1: FITNESS AND INDIVIDUAL/ DUAL SPORTS (9th Grade Only)

- **This course focuses on teaching fitness, and individual/ dual sports activities to 9th grade students. These sports include pickleball, golf, tennis, badminton, dance, track and field, self defense and wrestling.**
- **Aquatics is as part of this class and is required by the State of California. Fitness is also required on a daily basis to help prepare the students for their mandated California State Physical Fitness testing in the Spring. They are tested on 6 different areas of fitness.**
- **This class also meets once a week for Health, which fulfills their requirement for graduation. This class counts as one of two years in Physical Education, which is required for graduation in the State of California.**

COURSE 2: TEAM SPORTS and INTRODUCTION to WEIGHT TRAINING (Primarily 10th grade, but also 11th and 12th)

- This course focuses on instruction and participation in different types of team sports such as basketball, soccer, softball, volleyball, flag football, indoor hockey, lacrosse and Ultimate Frisbee.
- Students are also instructed on weight room safety, basic weight training techniques, and education on specific muscle groups that are targeted while participating in a weight training program.
- These classes count as year 2 of the necessary Physical Education requirements for graduation in the State of California. They can also be taken for elective credits by 11th and 12th grade students.

COURSE 2: AEROBIC and RHYTHMIC DANCE **(10th, 11th and 12th Grade)**

- This course focuses on techniques, choreography, and performance of dance skills. A wide variety of genres are taught along with small group choreography.
- Aerobics, stretching, yoga, ballet, jazz, hip-hop, and Latin style dances are taught to the students in this class.
- This course also counts as year 2 for the California State requirements in Physical Education and can be taken for elective credits for 11th and 12th grade students as well.

TEACHING GOALS FOR PHYSICAL EDUCATION at PGHS

- ❑ **B**uild confidence and help each student find enjoyment in physical education.
- ❑ **R**espect and follow California standards and testing to ensure success.
- ❑ **E**nhance successful social and communication skills during class and beyond.
- ❑ **A**ccomplish the individual goals for each physical education class at PGHS.
- ❑ **K**now what it takes to be a healthy, active and substance free student at PGHS.
- ❑ **E**ducate each student properly during physical education classes at PGHS.
- ❑ **R**eflect after each day and keep our classes successful on a daily basis.
- ❑ **S**upport each student in finding ways to stay active and live a healthy lifestyle after leaving high school.

INSTRUCTIONAL STRATEGIES

- In our physical education classes at Pacific Grove High School we focus on safety, equity, discipline, daily routines, socialization, good hygiene, personal achievements and positive reinforcements with all of our students. This leads to students becoming responsible, active, positive, healthier and confident about being in class.
- We teach dynamic and static stretching for proper warm-ups and cool-downs. Proper movements and skills are taught to each student regardless of level of experience, along with the rules and regulations for activities required to be successful during exercising and competition in each unit being taught.
- We are teaching our students about which sports, fitness and physical activities are available to them at school, the city of Pacific Grove, surrounding towns, and wherever they may choose to go after high school. This ensures them the knowledge to prepare for the next step in life as a young adult.

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

SUBJECT: Quarterly District Safety Update

DATE: April 20,2023

PERSON(S) RESPONSIBLE: Barbara Martinez, Safety Director

RECOMMENDATION:

The District Administration recommends that the Board review and be informed of Pacific Grove Unified School District activities and protocols related to school safety.

INFORMATION:

Each year, a safety update is provided to the board which outlines district-wide safe schools, professional development opportunities for staff, and Monterey County safety updates. In 2021-2022 The Monterey County Safe School Coalition was formed with a goal to standardize policies, practices and protocols throughout Monterey County to promote synergies with community partners, and develop a common language. The Coalition has since been developing tools and forms that Monterey County school districts and municipal partner agencies will utilize in order to improve communication, and respond to mental health and safety needs.

The 2022-2023 safety update to the board will provide valuable information regarding the newly formed Monterey County Safety Coalition, and the implementation plan for districts. Also included in this presentation is the 2023-2024 timeline for local safe schools implementation for PGUSD.

FISCAL IMPACT:

\$4,125 budgeted Safety Fund

PGUSD

Safety Update

April 06, 2023

Barbara Martinez, Safety Director

Monterey County Office of Education Safe and Healthy Schools Coalition

Mission:

The Monterey County Office of Education seeks to bolster all areas of school and community health and safety through a multi-agency collaborative that meets regularly to discuss and develop common language, tools, and forms that Monterey County school districts and partner agencies will utilize in order to improve communication and response to all health and safety needs.

Partner Agencies

Monterey County School Districts

24 Districts serving, approximately 74,700 students

Higher Educational Institutions:

California State University Monterey Bay, Hartnell Community College, and Monterey Peninsula College

American Medical Response

Monterey County Counsel

Monterey County Peace Officers Association

California State University Monterey Bay Police Department, Carmel Police Department, Del Rey Oaks Police Department, Greenfield Police Department, Gonzales Police Department, King City Police department, Marina Police Department, Monterey County Sheriff’s Department, Monterey Police Department, Pacific Grove Police Department, Salinas Police Department, Seaside Police Department, Soledad Police Department

Monterey County Behavioral Health

Monterey County Firefighters Association

Cal Fire San Benito-Monterey Unit, Carmel-by-the-Sea Fire Department, Carmel Valley Fire Protection District, Fort Hunter Liggett Fire Department, Greenfield Fire Department, King City Fire department, Marina Fire Department, Monterey Airport Fire Department, Monterey Fire Department, Mid Coast Fire Brigade, Monterey County Regional Fire District, North County Fire Protection District, Presidio of Monterey Fire department, Salinas Fire department, Seaside Fire Department, Soledad Fire Department

Monterey County District Attorney’s Office

Monterey County Health and Human Services Department

Monterey County Health Department and the Office of Emergency Services

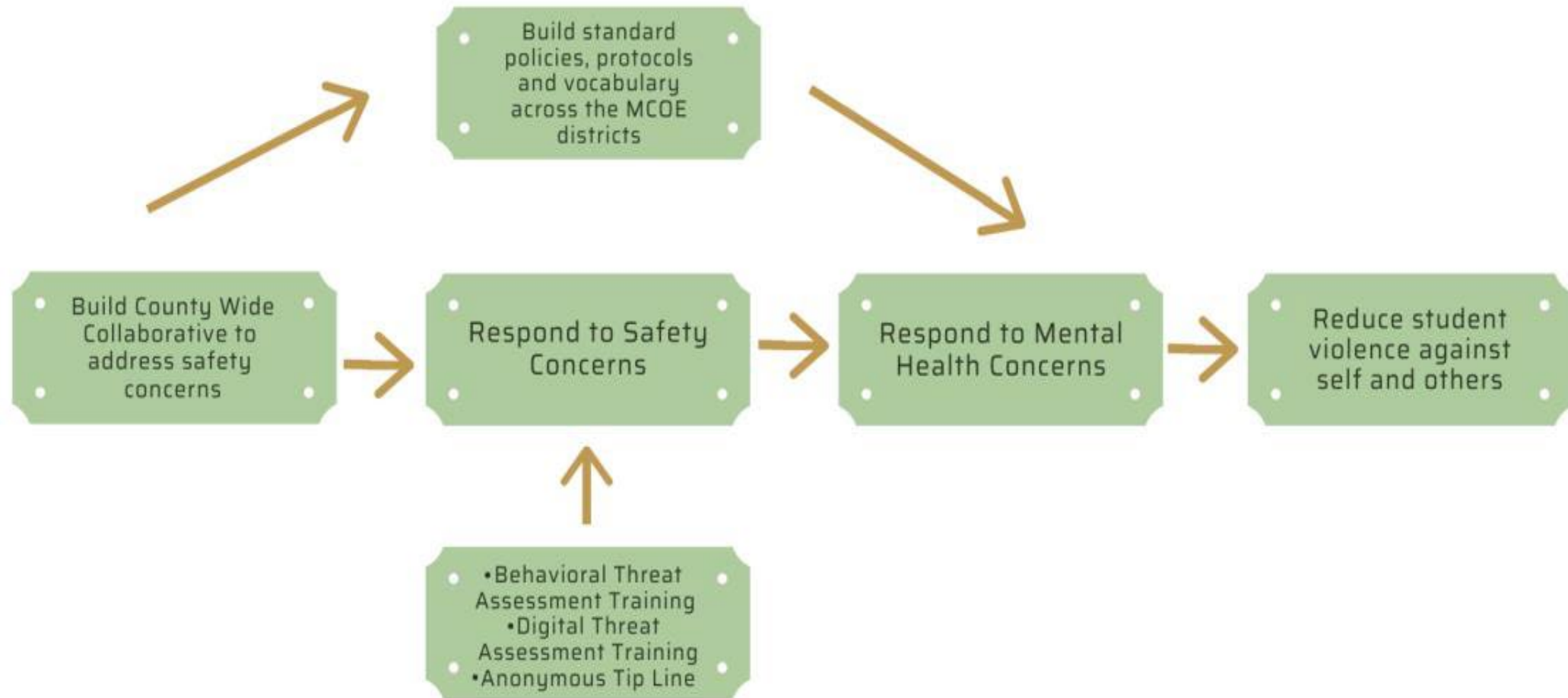
Monterey County Probation Department

Monterey County Superintendent’s Council

Stop the Violence Grant

Grant Objectives:

- Standardize policies, practices and protocols, as much as possible, to promote synergies with community partners
- Develop common language, tools and forms that Monterey County school districts and partner agencies will utilize in order to improve communication and respond to mental health and safety needs
- Identify and address safety needs of Monterey County youth, to work across agencies to implement best practices in emergency response and mental health
- Provide concise school safety information, located in one place
- Utilize common language in schools across the entire county
- Support schools with legal framework for lawful information-sharing
- Implement best practices related to emergency response, physical, and mental health
- Host monthly meetings where partner agencies and school safety leaders discuss all aspects of school safety, receiving needed updates and appropriate trainings
- Offer ongoing safety trainings for school district personnel



County-Wide Safety Priorities:

- Data Sharing Agreement
- Common Trauma Informed Response Protocols
- Big Five Training
- Active Shooter Training (Big Five and FBI)
- Digital Threat Assessment and Social Media Safety Training
- Stop the Bleed Training
- Strengthening Relationship with OES (Office of Emergency Services)
- On-going COVID Response

PGUSD Partners with Kimball and Associates

Objective:

- To provide feedback on existing policies, procedures, and practices with regard to the existing drill plan for safe schools before the end of the 2023 school year.
- This will be accomplished through observations of the existing safe school drills and attendance to preparatory/debrief meetings associated with the Pacific Grove Unified School District from March 2023 through the end of the school year.

Goal:

- To identify strengths, weaknesses, observations, and potential threats in the current operation of policies, procedures, and practices of existing drills (format, planning, execution, and debriefing)

PGUSD Safety Drills

- 36 district wide site drills to date

Forest Grove

March 16, Shelter In Place Drill with Observation

March 20, Debrief with Staff

Robert Down

March 20, Secure Campus Drill with Observation

April 03, Debrief Staff



Secure Campus Drill

After Action Report
March 20, 2023

Robert Downs Elementary School

485 Pine Avenue
Pacific Grove, CA 93950

OBSERVATION REPORT

- Drill Observations
- S.W.O.T. Assessment
- S.M.A.R.T. Analysis
- Recommendations



Continuing 2023-2024

- Complete site threat and risk assessment
- District-wide safety needs assessment
- Board Presentation with findings from site drills and evaluation
- Site level implementation of suggestions from findings
- **Big Five** Train the Trainer with all sites
- MCOE **Safer Schools Together** administers social media training for educators and parents
- All staff trained in Behavioral Threat Assessment
- Anonymous reporting tool for all schools county wide
- All districts in Monterey County will have their Comprehensive School Safety Plans and Emergency Operation Protocols reviewed and updated through the coalition

Thank You!

Questions?

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

SUBJECT: PGTech Update – 2023

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Matthew Binder, Director of Educational Technology- Louis Algaze - Director of Technology Systems, and Andrew Bradley - Digital Teacher

RECOMMENDATION:

The District Administration recommends that the Board review the information presented: PGTech Update – 2023.

BACKGROUND:

The district’s tech team, PGTech, consists of two complimentary areas of specialization; Educational Technology (ET) and Informational Technology (IT). PGTech oversees the daily technology-related operations throughout the district. This includes network and device management, data systems administration and maintenance, troubleshooting and end-user support/training, and technology project management. The district’s [Educational Technology Plan](#) provides the roadmap PGTech relies on to prioritize initiatives, develop budget projections, and schedule and implement near and long term projects.

INFORMATION:

Please find the included slides/visuals containing the most salient points to be shared as part of the presentation.

FISCAL IMPACT:

None.



Update ♦ 2023

April 20, 2023



PGTech

INFORMATION/DISCUSSION C

Louis Algaze

Director of Technology
Systems



Matthew Binder

Director of Educational
Technology



Andrew Bradley

Digital Teacher



Raymond Devost

IT Tech - PG High
School



Carey Parker

IT Tech - Forest
Grove Elementary



Grayson Fong

IT Tech - PG Middle
School



Manuel Villagomez

IT Tech - Robert
Down Elementary



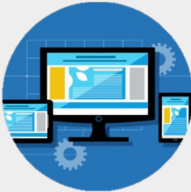
Jose Ruiz

IT Tech - PG Adult
School

Project Updates



Cybersecurity



Staff Portal



Classroom Hardware



Synergy Analytics



Flex Lab Conversion





CyberSecurity



Passwords

- Staff Password Reset Policy
- Admin Two-Factor Authentication



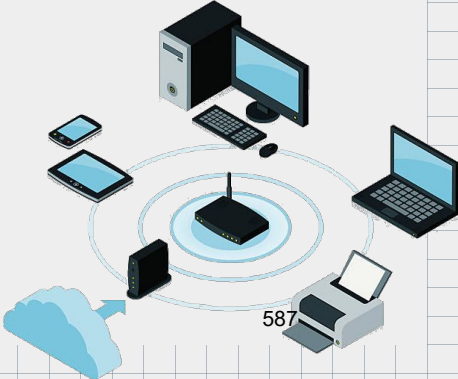
Network Segmentation

60% completed, hoping to conclude by end of 2023



Upcoming

Additional projects which can be discussed in a non-public venue



Regular Meeting of April 20, 2023



Staff Portal



INFORMATION/DISCUSSION C

Pacific Grove Staff Site

WELCOME TO THE STAFF SITE

FRONTLINE

WEBSITE FEEDBACK

BOARD

SYNERGY LOGIN

COVID EMPLOYEE LOG

TECH TICKET

CALENDARS

DIRECTORY

scroll

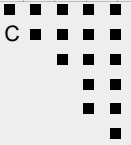
- **User-specific:**
 - Staff Only
 - Separate from Public Site
- **Secure Login**
- **One Stop Shop**
- **Google Integrated**
 - Drive
 - Docs
 - Calendars





Classroom Hardware Upgrades

INFORMATION/DISCUSSION C



Newline Interactive Display Panels

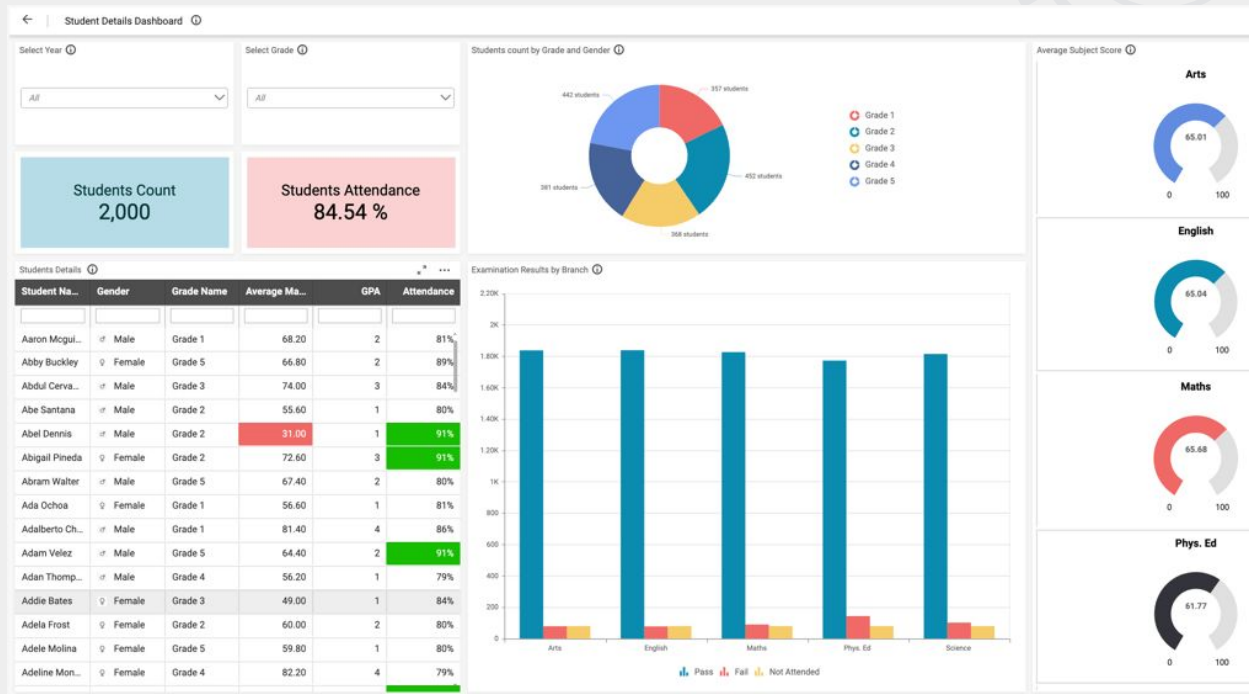




Synergy Analytics

INFORMATION/DISCUSSION C

Data Dashboards and Visualizations





Flex Lab Conversion

- Robert Down (completed)
- Forest Grove: July, 2023
- PGMS: 2023-24





INFORMATION/DISCUSSION C





Scene 1 Scene 2 Scene 3 Scene 4 Scene 5 Scene 8 Scene 6 Scene 7

INFORMATION/DISCUSSION C



PGUSD

Regular Meeting of April 20, 2023

594

📍 ⓘ 🔄 Drag to orbit. Shift = Pan, Option = suspend gravity.

Measurements

Flex Lab Timeline

Feb-2023

Project Planning,
Design &
Coordinating

June-2023

New flooring,
New Furniture,
Tech Installation

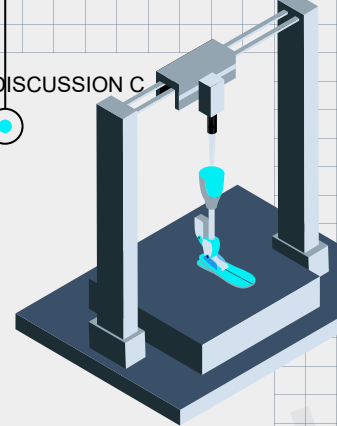
July-2023

Installation of Tech
& Decor for Start of
School Year

Fall-2023

PGMS Conversion
begins

INFORMATION/DISCUSSION C



PGMS: Flex Lab Conversion

INFORMATION/DISCUSSION C



Regular Meeting of April 24, 2023



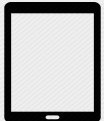
The Road Ahead



**Classroom
Tech**



**Security
Cameras**



**Chrome
Tablets**



**Tech
Training**



**Computer
Science**



Support





Pacific Grove Unified School District

Educational Technology Plan

Plan Duration: 2022-2025

Committee Review Session Date(s): *Jan, Feb, 2022*

Public Presentation Date: *March 17, 2022*

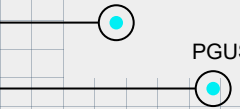
Board Approval Date: **Apr 7, 2022**

Matthew Binder, Director of Educational Technology

Louis Algaze, Director of Technology Systems

Andrew Bradley, Digital Learning Teacher

Thank You



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

SUBJECT: Review of updated Administrative Regulations 3300, 3311, and 3516

DATE: April 20, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review Administrative Regulation 3300 Expenditures and Purchasing, Administrative Regulation 3311 Bidding, and Administrative Regulation 3516 Emergency and Disaster Preparedness Plan.

The District Administration develops and routinely updates Administrative Regulations which directly support current Board Policies. Administrative Regulations provide specific procedural steps for carrying out a policy developed and approved by the Board of Trustees. Administrative Regulations are specific rather than general, translating the Board Policy into action by designating how, by whom, where and when certain actions are to be carried out or limited.

INFORMATION:

The Board Policy Committee directed the Administration to bring Administrative Regulations as Information/Discussion items only, no Board action required.

Regulation

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Revised:

Pacific Grove, California

**Business and Noninstructional Operations
Expenditures and Purchasing**

AR 3300

PURPOSE

The purpose of Administrative Regulation 3300 is to allow purchases to be made in a timely and organized manner that provides for essential accountability of District expenditures. These regulations ensure that all purchases are to be done as economically as possible and within the accepted standards of Board Policy and all applicable laws and codes.

PROCEDURES AND GENERAL INFORMATION**Personnel with purchasing responsibilities shall**

1. Make every effort to obtain the maximum value for each dollar expended.
2. Comply with all applicable provisions of State and Federal laws governing school District purchasing.
3. Establish specifications that are descriptive of materials desired and that are sufficiently broad to promote competitive bidding yet provide for the quality desired by the school District and as required by law.
4. Publicly open advertised bids at the prescribed time and place in announcement.
5. Develop a group of responsible bidders able to offer the best prices consistent with quality, delivery, and service.
6. Serve the best interest of the school District in all transactions.
7. Exert efforts to give all bidders an equal opportunity to qualify for school business.
8. Purchase without favor or prejudice.
9. Conduct all purchasing transactions in a businesslike manner.
10. Avoid all conflicts of interest.
11. Acquire usable material through the Federal Surplus Property Act.
12. Purchase locally when consistent with the policies listed herein.
13. Participate in cooperative purchasing with other governmental agencies when consistent with the policies listed herein.

Purchasing and Stores Responsibilities:

1. Prepare and keep up to date a catalog listing all standard supplies.
2. Maintain a file of current trade catalogs which shall be available to all departments.
3. Maintain a system of warehouse inventory control to account for available materials, equipment, and supplies.
4. Expedite the disposal of all surplus, or obsolete material.
5. Maintain a current list of informal CUPCCAA Vendors for all trades.

Regulation

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Revised:

Pacific Grove, California

**Business and Noninstructional Operations
Expenditures and Purchasing**

AR 3300

Authority to Purchase

Only authorized individuals appointed by the Pacific Grove Unified School District Board of Trustees may financially obligate the Pacific Grove Unified School District (PGUSD). Obligations made in the name of the District by an individual that has not been appointed by the Board to obligate the District shall be considered an obligation of the person entering into the obligation and not an obligation of the District.

The following types of expenditures are *prohibited*:
(BP3350)

1. Payments to individuals and other employees
2. Any expenditure that constitutes a gift of public funds (see below for further guidance)
3. Alcohol
4. Cash advances/loans
5. Gambling
6. Any insurance coverage that replicates District insurance
7. Court costs, fines, bail, or bond payments
8. Personal expenses - expenditures for any type of personal benefit. E.g. gifts, gift cards, maintenance, or fuel for personal vehicles (even if the personal vehicle is used for District business), etc.
9. Any other payments that conflict with federal, state, or local regulations, or District policy.

The following types of expenditures are regulated and have additional guidelines to be met prior to purchase: (BP3350)

1. Purchases of food/beverages for meetings: Food/beverage can be provided within the following guidelines as long as the purchases are reasonable and necessary:
 - a. Beverages/light snacks (i.e., chips, cookies, granola bars, etc.) can be provided for parent meetings, training, or professional development events of less than 4 hours in duration.
 - b. Food and beverages can be provided for meeting, training, or professional development events of 4 hours or more in duration that extend over a regular meal period.
2. Software licenses must have prior approval from the Business Office.
3. Rental or lease of facilities or equipment must have prior approval from the Business Office.

Regulation

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Revised:

Pacific Grove, California

Business and Noninstructional Operations**Expenditures and Purchasing**

AR 3300

4. Capital equipment must have prior approval from the Business Office
5. Communication equipment and technology must have prior approval from the Business Office.
6. Consultant and contract services must have prior approval from the Business Office.
7. Gift cards, vouchers, etc must be pre approved by the Business Office prior to purchase for justification of "public purpose" and to obtain proper logs and guidance.
8. Items that are District standards and/or on contract with the Business Office:
 - a. Computers, monitors, misc. Technology
 - b. Televisions, DVD players, and all other audio-visual equipment
 - c. All furniture purchases

Appropriate Use of Public Funds

All funds received by the District are considered public funds and must be used to support the educational mission of the District. The best test to use when determining whether the expenditure is appropriate is called the "public scrutiny test." The test is simple and merely asks whether the tax-paying public would view the expenditure as necessary to support public education. Common unallowable expenditures: gifts, charitable donations, awards, staff appreciation, etc. In certain circumstances, some of these items may be allowable as long as they are in compliance with federal, state, and local regulations and District Policy.

Preferred Products

Whenever recycled products of equal fitness and quality are available at no more than the cost of non-recycled products, the District shall purchase recycled products. The District also may give preference to the suppliers of recycled products.

Price, fitness, and quality being equal, the District may give preference to supplies manufactured, grown or produced in California, and shall next prefer supplies partially manufactured, grown, or produced in California.

When purchasing food, the District shall give preference to produce grown in the United States and/or processed in the United States insofar as this is economically feasible considering the total cost, quantity, and quality of the food.

Procurement

The PGUSD Division/Department or School Site requesting the procurement of needed materials or services shall provide the initial specifications within approved guidelines,

Regulation

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Revised:

Pacific Grove, California

Business and Noninstructional Operations**Expenditures and Purchasing**

AR 3300

standards, and policies set forth by PGUSD. Staff shall first consult with the Assistant

Superintendent of Business Services or designee in order to initiate the appropriate process of procurement and develop such specifications.

Procurement Specifications and Services

Specifications for material needed are a prerogative of each PGUSD Division/Department or School Site within approved standards and policies. Specifications should be as unrestrictive as possible.

PGUSD Division/Department or School Site staff should review specifications and make recommendations for changes in requirements for the purpose of improving delivery, reducing costs or other factors that are in the best interests of the PGUSD Division/Department or School Site. Concurrence with changes involving product specifications or substitutions should be obtained from the requester.

PGUSD Division/Department or School Administration shall have the authority to question the quality and kinds of materials requested and to make recommendations relative to health, safety, economy, and substitute materials.

Division/Department or School Site Purchasing

PGUSD maintains relationships with local and commercial vendors that allow for Purchase Orders, lines of credit, and credit card accounts. The Pacific Grove Unified School District Board of Trustees requires that PGUSD Division/Department or School Site Staff utilize these credit accounts as a primary source of procurement of materials and supplies.

The proper use of District credit cards and accounts are outlined below

Request Use

1. District employees shall request use of District Credit Accounts from the Assistant Superintendent of Business Services, or designee in writing. The request must state the justification and time frame for the purchase.
2. The Assistant Superintendent of Business Services or designee will issue a Purchase Order (PO) number, Credit Line Account number, or Credit Card to the authorized District employee requesting use.

Regulation

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Revised:

Pacific Grove, California

**Business and Noninstructional Operations
Expenditures and Purchasing**

AR 3300

3. Purchases must be made from the District preferred list of vendors, and credit accounts must be used as the primary source of payment.

Documenting Use

1. District Employees must submit an itemized receipt along with the invoice in a timely manner for the use of Purchase Order (PO) number, Credit Line Account number, or Credit Card
2. Reconciliation must be done weekly so as to maintain continuity with various District employees use of credit accounts

Request for Reimbursement

PGUSD will ONLY allow for District employee reimbursement from vendor accounts that do not have a District credit line account, will not take Purchase Orders, and does not take a district credit card associated with the vendor account.

1. District employee must submit a [Request for Purchase Authorization Form](#) to their site principal or administrator.
2. Form must include: the vendor, all items, prices and a total of the purchase.
3. The request must be approved and signed by the site principal or administrator prior to the purchase being made.
4. After the purchase has been made, the District employee must complete the [Request for Reimbursement Form](#) and attach all original receipts and a copy of the original [Request for Purchase Authorization Form](#).
5. [Request to Attend Form](#) (RTA) reimbursements are outlined in Board Policy 3350 (BP3350)
 - a. District Employee must show evidence of milage (i.e.: Google maps from the employee's school site to the event venue, NOT from the employee's residence).
6. Employees MAY NOT submit receipts for items paid for by others and claim reimbursement.
7. Receipts must show the following:
 - a. The payment method showing the items were PAID in full
 - b. If the invoice/receipt does not reflect "paid" status, a copy of the credit card statement showing the transaction is acceptable.

Regulation

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Revised:

Pacific Grove, California

**Business and Noninstructional Operations
Expenditures and Purchasing**

AR 3300

- c. If paid by check, a copy of the canceled check is acceptable "proof" or a copy of the bank statement.
 - d. All personal information such as account number and other transactions may be blacked out to maintain privacy.
 - e. If the item was purchased online and shipped to the employee's home, proof of delivery must be provided as well.
 - f. Purchase and delivery dates.
8. Reimbursement requests and backup must be submitted to the site secretary to review for completeness.
 - a. Ensure the requestors name on the reimbursement form is their "payroll name"
 - b. Site secretaries will write in the account code that the reimbursement will be paid from and ensure there is a sufficient balance in the account.
 - c. The Principal will sign the reimbursement request.
9. Completed reimbursement requests and backup is sent to the Assistant Superintendent/Business Office for signature.
10. Accounts Payable receives the finalized request to process the reimbursement check.
11. Checks for employees are sent back to the site secretary via the pony, unless schools are out on break, in which case the checks will be mailed to employee's home address.
12. Checks are cut every Thursday

Responsibility

The District Superintendent, and the Assistant Superintendent of Business Services or designee shall be designated as agents authorized to procure materials, services, supplies, and equipment on behalf of the Office. Specifically, the Assistant Superintendent of Business Services or designee shall establish practical and efficient office procedures, reports, records, and systems that will allow the Business Office to give maximum effort to the acquisition of materials, services, supplies and equipment for the programs of PGUSD.

Regulation
Approved:
**Business
BIDS**

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Pacific Grove, California
and Noninstructional Operations
AR 3311

Formal Bidding

The Pacific Grove Unified School District (PGUSD) shall advertise for any of the following:
[Public Contract Code (PCC) 20111]

1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a PGUSD owned, leased, or operated facility

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

(cf. 3311.2 - Lease-Leaseback Contracts)

(cf. 3311.3 - Design-Build Contracts)

2. A contract that exceeds the amount specified in law, as annually adjusted by the Assistant Superintendent of Business Services, for any of the following:

- a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the PGUSD

(cf. 3230 – Federal Grant Funds)

(cf. 3311.4 - Procurement of Technological Equipment)

- b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
- c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a PGUSD facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. [PCC 20115]

Instructions and Procedures for Advertised Bids

The Assistant Superintendent of Business Services or designee will call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the county, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Assistant Superintendent of

BIDS (Continued)

Business Services or designee also may post the notice on the PGUSD's website or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and website where bids will be opened. [PCC 20112]

(cf. 1113 – PGUSD and School Web Sites)

The notice shall contain the time, date, and location of any mandatory pre-bid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. [PCC 6610]

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. [PCC 22152]

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover. [PCC 20111, 20112]

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the PGUSD, a certified check made payable to the PGUSD, or a bidder's bond executed by an admitted surety insurer and made payable to the PGUSD. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. [PCC 20111, 20112]

3. When a standardized proposal form is provided by the PGUSD, bids not presented on the standard form shall be disregarded. [PCC 20111.5]
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. [PCC 20112]
5. When two or more identical lowest or highest bids are received, the Assistant Superintendent of Business Services may determine by lot which bid shall be accepted. [PCC 20117]
6. If the PGUSD requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below

shall be used. [PCC 20103.8]

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
 - b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
 - c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the PGUSD before the first bid is opened.
 - d. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the PGUSD before the ranking of all bidders from lowest to highest has been determined. [PCC 20103.8]
7. In determining the lowest bid, the PGUSD shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.
- a. When a bid is determined to be non-responsive, the Assistant Superintendent of Business Services shall notify the bidder and give them an opportunity to respond to the determination.
 - b. When the lowest bidder is determined to be non-responsive, the Assistant Superintendent of Business Services or designee shall notify the bidder of their right to present evidence of their responsibility at a hearing before the Pacific Grove Unified School District Board of Trustees (Board).
8. After being opened, all submitted bids become public records pursuant to Government Code (GC) 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to PGUSD Records)
(cf. 3580 - PGUSD Records)

Award of Contract

The PGUSD shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract

BIDS (Continued)

with any one of the three lowest responsible bidders [PCC 20118.1]

2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder [Education Code (EC) 39802]
3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with PCC 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements [PCC 2000-2002]
4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with EC 17400 and 17406
(cf. 3311.2 - Lease-Leaseback Contracts)
5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with EC 17250.20, in which case the Board may award the contract to either the low bid or the best value to the PGUSD, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs. [EC 17250.20, 17250.25]

(cf. 3311.3 - Design-Build Contracts)

Protests by Bidders

A bidder may protest a bid award if they believe that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Assistant Superintendent of Business Services (5) working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

The Assistant Superintendent of Business Services shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Assistant Superintendent of Business Services may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Assistant Superintendent of Business Services decision to the

BIDS (Continued)

Board. The Assistant Superintendent of Business Services shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Limitation on Use of Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Assistant Superintendent of Business Service shall ensure that the bid specification: [PCC 3002, 3400]

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service.

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification.

However, the Assistant Superintendent of Business Services may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or Request for Proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: [PCC 3400]

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP.

(cf. 9323.2 - Actions by the Board)

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the

BIDS (Continued)

PGUSD, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the PGUSD in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the PGUSD may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. [PCC 20118]

(cf. 3300 - Expenditures and Purchases)
(cf. 3512 - Equipment)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the PGUSD and meet the cost effectiveness requirements specified in GC 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in GC 4217.12. [GC 4217.12]

(cf. 3511 - Energy and Water Management)
(cf. 9320 - Meetings and Notices)

In an emergency when any repairs, alterations, work, or improvement to any PGUSD facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. [PCC 1102, 20113]

(cf. 3517 - Facilities Inspection)

Informal Bidding Procedures

The Pacific Grove Unified School District Board of Trustees must adopt by resolution, the California Uniform Public Construction Cost Accounting Procedures (CUPCCA) as outlined in the California State Controller's Guideline Manual. The resolution must contain the following procedures to establish the informal bidding process per [PCC 22034]

Procedure for establishing list of qualified contractors

1. During May each year, each Public Agency which has elected to become subject to the Uniform Public Construction Cost Accounting Procedures shall mail a written notice to all construction trade journals designated for that Agency under Section

BIDS (Continued)

- 22036, inviting all licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders for the following calendar year.
2. The notice shall require that the contractor provide the name and address to which a Notice to Contractors or Proposal should be mailed, a phone number at which the contractor may be reached, the type of work in which the contractor is interested and currently licensed to do (earthwork, pipelines, electrical, painting, general building, etc.) together with the class of contractor's license(s) held and contractor license number(s).
 3. The Public Agency may create a new contractors list starting January 1st of each year. The Agency may include any contractor names it so desires on the list, but the list must include, at a minimum, all contractors who have properly provided the Agency with the information required under #2 above, either during the calendar year in which the list is valid or during November or December of the previous year.
 4. A contractor may have his firm added to an Agency's contractors list at any time by providing the required information.

Bid Limitations

1. For those agencies whose governing board has by resolution elected to become subject to the uniform construction cost accounting policies and procedures and which have notified the State Controller of that election, the following bid limitations will be in effect: Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account (for definition see Section II), by negotiated contract, or by purchase order.
2. Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in this legislation.
3. If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may by adoption of a resolution by a four-fifths vote, award the contract, if it determines the cost estimate of the public agency was reasonable.
4. Public projects of more than two hundred dollars (2000,000) shall, except as otherwise provided in this legislation, be allowed to contract by formal bidding procedures.

Award of Bid

1. The law allows the public agency, in its discretion, to reject any bids presented, if the agency, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the agency, provides a written notice to an apparent low bidder that:

BIDS (Continued)

- a. Informs the lowest responsible bidder of the agency's intention to reject the bid
 - b. Is mailed at least two business days prior to the hearing at which the agency intends to reject the bid.
2. If after the first invitation for bids all bids are rejected, the public agency shall have the option, after reevaluating its cost estimates of the project, of one of the following:
- a. The public agency may abandon the project or re-advertise for bids in the manner described by this legislation.
 - b. By passage of a resolution by a four-fifths majority of its governing body declaring that its employees can perform the project more economically, the public agency may have the project done by force account without further complying with this legislation.
 - c. If a contract is awarded, it shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the public agency may accept the one it chooses.
 - d. If no bids are received, the project may be performed by employees of the public agency by force account or by informal bidding procedures set forth in Section 22034 of the PCC.

PGUSD Internal Review Process

1. Once a bid has been determined to meet all the requirements of the bid announcement, and all bidder packages have been submitted, PGUSD staff will:
 - a. Prepare a Bid Tabulation Matrix, noting all inclusions, exclusions and/or bid alternatives.
 - b. The Bid Tabulation Matrix, will be circulated, along with all bidders' packages for review and authorization by Assistant Superintendent of Business Services.
 - c. Once the Bid Tabulation Matrix has been signed by all parties as noted in above, Staff will prepare all letters to bidders formally notifying them of the award.
 - d. Staff will develop a master lump sum agreement that will be circulated for review and signature by the selected low bidder. Once the content changes have been reviewed and modified, the agreement will be submitted to the Assistant Superintendent of Business Services for contract processing.

Regulation

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Revised:

Pacific Grove, California

Business and Noninstructional Operations**EMERGENCY AND DISASTER PREPAREDNESS PLAN**

AR 3516

The Pacific Grove Unified School District designates the Assistant Superintendent of Business Service and Safety Director to ensure that Pacific Grove Unified School District (PGUSD) School Site Plans address, at a minimum, the following types of emergencies and disasters and all site and county wide safety and emergency preparedness trainings will be reviewed and approved annually by the Pacific Grove Unified School District (PGUSD) Board of Trustees.

1. Fire on or off school grounds which endangers students and staff
(cf. 3516.1 - Fire Drills and Fires)
2. Earthquake, flood, or other natural disasters
(cf. 3516.3 - Earthquake Emergency Procedure System)
3. Environmental hazards, such as leakages or spills of hazardous materials
(cf. 3514 - Environmental Safety)
(cf. 3514.2 - Integrated Pest Management)
4. Attack, disturbance, or active shooter, by an individual or group
(cf. 3515.2 - Disruptions)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 5131.4 - Student Disturbances)
5. Bomb threat or actual detonation
(cf. 3516.2 - Bomb Threats)
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak.
(cf. 5141.22 - Infectious Diseases)

The Assistant Superintendent of Business Service or designee shall ensure that PGUSD procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of PGUSD facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities

(cf. 3513.3 - District Police/Security Department)
(cf. 3515 - Campus Security)
(cf. 3517 - Facilities Inspection)
(cf. 3530 - Risk Management/Insurance)

2. Instruction for PGUSD staff and students regarding emergency plans, including:

- a. Training of staff in first aid and cardiopulmonary resuscitation
- b. Regular practice of emergency procedures by students and staff.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:

- a. The appropriate chain of command at PGUSD and, if communication between PGUSD and site is not possible, at each site
- b. Individuals responsible for specific duties
- c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use their discretion in situations which do not permit execution of prearranged plans
- d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
- e. Assignment of responsibility for identification of injured persons and administration of first aid.

4. Personal safety and security, including:

- a. Identification of areas of responsibility for the supervision of students
- b. Procedures for the evacuation of students and staff, including posting of evacuation routes
- c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible

(cf. 5141 - Health Care and Emergencies)

(cf. 5142 - Safety)

- d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

(cf. 3543 - Transportation Safety and Emergencies)

- e. Provision of a first aid kit to each classroom
- f. Arrangements for students and staff with special needs

(cf. 4032 - Reasonable Accommodation)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

- g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease.

(cf. 4161.1 - Personal Illness/Injury Leave)

Cf. 4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 6183 - Home and Hospital Instruction)

5. Closure of schools, including an analysis of:

- a. The impact on student learning and methods to ensure continuity of instruction
- b. How to provide for continuity of operations for essential central office and satellite facility functions, such as payroll, business and operational services and ongoing communication with students and parents/guardians.

(cf. 3516.5 - Emergency Schedules)

6. Communication among staff, parents/guardians, the Pacific Grove Unified School District Board of Trustees, other governmental agencies, and the media during an emergency, including:

- a. Identification of spokesperson(s)

(cf. 1112 - Media Relations)

- b. Development and testing of communication platforms, such as hotlines, telephone trees, websites, social media, and electronic notifications

(cf. 1113 - District and School Websites)
(cf. 1114 - District-Sponsored Social Media)

- c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
- d. Distribution of information about PGUSD and school site emergency procedures to staff, students, and parents/guardians.

7. Cooperation with other State and local agencies, including:

- a. Development of guidelines for law enforcement involvement and intervention
- b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

8. Steps to be taken after the disaster or emergency, including:

- a. Inspection of school facilities
- b. Provision of mental health services for students and staff, as needed

(cf. 6164.2 - Guidance/Counseling Services)

- c. Provision of countywide sourcing of supplies and personal protective equipment for bulk purchase and countywide distribution
- d. Deployment of a platform for planning of reopening and blended (if required) model of instruction for students as required.

Approved:

Revised:

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

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

SUBJECT: Future Agenda Items

DATE: April 20, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the April 20, 2023 Regular Board Meeting:

- Added May 19, 2022: Teacher of the Year Recognition (TBA)