

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, MAY 4, 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: May 4, 2023

TIME: 5:00 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/85762154124?pwd=SFV0b0pPK0dENllybGNJN0xEYTIBZz09>

Meeting ID: 857 6215 4124

Passcode: 914478

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

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

Find your local number: <https://pgusd.zoom.us/j/85762154124?pwd=SFV0b0pPK0dENllybGNJN0xEYTIBZz09>

Additional Teleconferencing Location

This meeting is also being conducted by teleconference at the following locations:

Uppham Hotel, 1404 De La Vina St, Santa Barbara, CA 93101

Each teleconference location is open to the public and any member of the public has an opportunity to address the School Board from a teleconference location in the same manner as if that person attended the regular meeting location. The School Board will control the conduct of the meeting and determine the appropriate order and time limitations on public comments from teleconference locations.

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, MAY 4, 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. Negotiations with Unrepresented Potential Employee
Agency Negotiator: Board President and Legal Counsel
Position: Acting/Interim Superintendent
5. Planning and Preparation – Meet and Confer Classified Confidential
6. Planning and Preparation – Meet and Confer Management
7. Planning and Preparation – Adult School

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8. Conference With Legal Counsel – Existing Litigation (Government Code Section 54956.9(D)(1))
Name of Case: OAH Case No. 2023030967

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 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. Negotiations with Unrepresented Potential Employee
Agency Negotiator: Board President and Legal Counsel
Position: Acting/Interim Superintendent
5. Planning and Preparation – Meet and Confer Classified Confidential
6. Planning and Preparation – Meet and Confer Management
7. Planning and Preparation – Adult School
8. Conference With Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1))
Name of Case: OAH Case No. 2023030967

B. Pledge of Allegiance

IV. STATE SEAL OF BILITERACY

Recognizing the staff and students who built the pathway to administer the STAMP test as a local measure of language proficiency resulted in 16 students earning the State Seal of Biliteracy.

V. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

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VI. 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)

VII. MUSIC PRESENTATION

VIII. CONSENT AGENDA

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

- A. Minutes of April 6, 2023 Board Meeting 9
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Minutes of April 20, 2023 Board Meeting 23
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- C. Classified Assignment Order #16 36
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #16.
- D. Certificated Assignment Order #16 38
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #16.
- E. Acceptance of Donations 41
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- F. Cash Receipts No. 16 42
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.
- G. Contract for Services with David Sonderegger 44
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board review and approve the contract for services with David Sonderegger to provide E-rate filing services for the 2023-24 fiscal year.

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- H. Lease Agreement with The WAVE Youth Program of Pacific Grove 50
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board review and approve the 2023-2024 Lease Agreement with The Wave Youth Program of Pacific Grove (The Wave).
- I. Contract for Services with Monterey Bay Face Painting 54
Recommendation: (Matt Bell, Forest Grove Elementary School Administrator) The District Administration recommends that the Board review and approve the contract for services with Monterey Bay Face Painting.
- J. Contract for Services with Kona Ice of Monterey and Salinas 60
Recommendation: (Matt Bell, Forest Grove Elementary School Administrator) The District Administration recommends that the Board review and approve the contract for services with Kona Ice of Monterey and Salinas.
- K. Contract for Services with MTH Photo Booth 66
Recommendation: (Matt Bell, Forest Grove Elementary School Administrator) The District Administration recommends that the Board review and approve the contract for services with MTH Photo Booth.
- L. Contract for Services with Monterey Bay Equestrian Center 72
Recommendation: (Matt Bell, Forest Grove Elementary School Administrator) The District Administration recommends that the Board review and approve the contract for services with Monterey Bay Equestrian Center.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

IX. PUBLIC HEARING

- A. Public Hearing of the *National Geographic/Cengage U.S. History Through the Lens* Textbook for Pacific Grove High School U.S. History, Grade 11 79
Public Hearing (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board hold a public hearing for the Pacific Grove High School U.S. History textbook *U.S. History Through the Lens (2019)* to be used in grade 11.
- Open Public Hearing: _____ Close Public Hearing: _____

X. ACTION/DISCUSSION

- A. Adoption of Resolution No. 1106 Proclaiming May 2023 as Asian American Pacific Islander Heritage Month 94
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board of Education adopt Resolution No. 1106 Proclaiming May 2023 as Asian American Pacific Islander Heritage Month.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

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- B. Superintendent Search Process 97
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends the Board review, consider, and take action on proposals from the attached respondent firms for conducting a Superintendent search.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- C. Approval of the Interim Superintendent 173
Recommendation: (Carolyn Swanson, Board President) The District Administration recommends that the Board review and approve the Interim Superintendent's contract for the 2022-23 and 2023-24 school year as proposed.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- D. Pacific Grove Unified School District Post Pandemic Protocols 182
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and approve the below post pandemic protocol from California Department of Public Health.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- E. National School Public Relations Association Communication Review for Pacific Grove Unified School District 184
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the communication review proposal for National School Public Relations Association for Pacific Grove Unified School District.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- F. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) 188
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: _____

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- G. Revision to the Salary Schedule for the Position of Adult School Program Coordinator 199
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the proposed increase to the salary range for Adult School Program Coordinator, funded through the Adult School consortium allocation, and/or provide recommended feedback and direction.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- H. “California Day of the Teacher” and “Teacher Appreciation Week” Resolution No. 1104 201
Recommendation: (Ralph Gómez Porras, Superintendent; Billie Mankey, Director II of Human Resources) The Administration recommends the Board adopt Resolution No. 1104 proclaiming the first week of May 1, 2023 – May 5, 2023, as Teacher Appreciation Week and specifically Wednesday, May 10, 2023 as “California Day of the Teacher” (EC 37222.10)
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___
- I. Resolution No. 1105 Classified School Employee Week 203
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends the Board adopt Resolution No. 1105 proclaiming May 21 – 27, 2023 as “Classified School Employee Week.”
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___
- J. Purchase of An Eight-Passenger Vehicle For Pacific Grove Adult Education Adults With Disabilities Program 205
Recommendation: (Barbara Martinez, Pacific Grove Adult Education Principal) The District Administration recommends the Board approve the purchase of an eight-passenger vehicle for the adult school Without Walls adults with disabilities program.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- K. Board Calendar/Future Meetings 211
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: _____

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XI. INFORMATION/DISCUSSION

- A. Review of Updated Administrative Regulations 3300, 3311, and 3516 215
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: _____
- B. California School Board Association Policy Updates September 2022 234
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review the California School Board Association policy updates from September 2022.
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____
- C. Future Agenda Items 406
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)
 - Added April 26, 2023: Equine Healing Presentation (May 18, 2023)
 - Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
 - Added April 26, 2023: Board Site Visits (Fall 2023)
 - Added April 26, 2023: The WAVE Program (September 2023)
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____

XII. ADJOURNMENT

Next regular Board meeting: May 18, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of April 6, 2023 – District Office

I. OPENED BUSINESS

A. Called to Order 4:00 p.m.

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

C. Roll Call
Trustee(s) Present: President Carolyn Swanson (CS)
Clerk Jennifer McNary (JM)
Dr. Elliott Hazen (EH)
Trustee Laura Ottmar (LO)
Trustee Brian Swanson (BS)
Trustee(s) Virtual At Alternate Location: N/A
Trustee(s) Absent: N/A
Administration Present: Superintendent Porras
Asst. Superintendent Jorn
Board Recorder: Mandi Ackerman
Student Board Member Absent: Rey Avila

D. Adopted Agenda

Changes to the agenda include a revision to the California Healthy Kids Survey presentation, one small change in the high school data, the promotion of parental involvement; Consent K-Beem Photography has a corrected contract for fingerprinting; Consent M- Casey Printing has a corrected contract due to the previous self-attestation.

Board Comments/Questions:
CS requested the Board pull Information/Discussion Item C- Physical Education Program Presentation and Information/Discussion Item D- Quarterly District Safety Update and move both items to the next regular Board meeting on April 20, 2023.

Public Comment:
None

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

II. CLOSED SESSION

A. Identified Closed Session Topics
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. Superintendent Goals review
5. Public Employee Performance Evaluation [Government Code § 54957]
Superintendent
6. Public Employee Appointment/Employment: Interim or Permanent Superintendent

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 4:04 p.m.

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

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the 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.

Information was received, and directions were given.

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.

No information was received.

3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

No information was received.

4. Superintendent Goals review

This item was finalized.

5. Public Employee Performance Evaluation [Government Code § 54957]
Superintendent

The Board discussed this item.

6. Public Employee Appointment/Employment: Interim or Permanent Superintendent

Information was received, and directions were given.

B. Pledge of Allegiance

IV. PRESENTATION

AVID Director Moira Mahr, Teacher Madelyn Portella, Teacher Kyle Mountain, and students Maram Haddad, Bella Hoang (past AVID student and current tutor via statement), Ariana Abedini and Ayanna Yanez shared personal experiences with the AVID program, and student survey results.

AVID acknowledged the Chapman Foundation, presented David Benjamin and Craig Beller with a plaque of recognition. Mr. Benjamin accepted the recognition on behalf of the Chapman Foundation; Mr. Beller thanked the District for the acknowledgement, and acknowledged the outstanding work of Superintendent Porras for the District. AVID presented the Board with t-shirts and thanked them for their time.

MOTION BS/CS to move Information/Discussion Item B- National School Public Relations Association Communication Review for Pacific Grove Unified School District as the next item.

Motion CARRIED by roll call vote 5 – 0

V. INFORMATION/DISCUSSION

B. National School Public Relations Association Communication Review for Pacific Grove Unified School District

National School Public Relations Association representative Melissa Braham presented information to the Board.

Board Comments/Questions:

EH said he is intrigued with the data presented and range of schools.

JM appreciated the presentation/proposal, interested in improving District culture, noted this process is a positive step in the right direction, asked the total cost of the proposed audit.

LO appreciated the presentation, said the proposal is a great way to improve communication, asked about focus groups and who selects them, asked who the members are and the cost for membership.

BS asked about the number of audits; said he is supportive of the audit.

CS asked about a virtual audit presentation option; asked if surveys are anonymous.

The Board directed Administration to bring the item back as an Action/Discussion item for contract.

Public Comment:

Mark asked if the Board was really going to spend money on this, and said it is ridiculous.

Mr. Gibbs congratulated the Superintendent, asked if there is a problem with the culture or communications, asked what outcomes the public should expect from the audit, and asked if the outcomes will be presented in public.

Teacher Imogen Erickson asked if the surveys are anonymous, expressed concerns that staff may feel fearful of participating in a survey.

VI. COMMUNICATIONS

A. Written Communication

CS noted the following:

- 9 communications in support of the Saturday Choir/Michelle Boulware
- 2 communications regarding the Superintendent
- Asked for continued dialogue with the Board regarding culture
- 15 communications against the skatepark
- Success at the Santa Cruz Jazz Festival with Saturday Choir
- Against skatepark selection process
- Pacific Grove High School proposed chemistry book
- COVID protocols regarding windows/doors open
- Skatepark public hearing a formality or not
- Bright Spots in the District, educational term
- Sandy Hook Promise program
- Unsafe gate at school site
- Curriculum and ethical concerns
- AIM symposium
- Physical threat of violence at a school site
- Complaint about a public employee
- Discrepancies in April 5 skatepark agenda (City of Pacific Grove)
- Requested agenda items
- HVAC concerns, loud working conditions
- Request to connect with the Superintendent regarding media literacy
- Walk of remembrance invitation
- IEP/District question
- Performing Arts Center acoustical shell
- Concern that some kids are not being challenged at school
- Past Pacific Grove Middle School incident
- Background on choir
- New journey in the District
- Administration and District Office support staff in support of Superintendent

EH noted the following:

- Generator at school sites
- GATE status

B. Board Member Comments

CS thanked Superintendent Porras for his years of service

BS thanked Community High School Teachers Sherri Deeter and Mansour Abdur-Rahim, said he stopped by for a visit of the school, loves the school, witnessed the students writing their own stories, said it was remarkable.

EH noted the past few weeks the Board meetings have been difficult for many, appreciated those who have spoken to the Board, said he joined the Board embracing the concept of 'we', confident the Board and District can work together to prioritize the needs of the community as a whole; expressed gratitude for Superintendent Porras's unwavering commitment to students, staff, and community, said he has played an instrumental role in the growth and success of the district; attended the Monterey County School Board Association dinner with Superintendent Porras on Thursday the 30th and heard about the Greenfield Community Science Workshop that was honored with the "Excellence in Education" award, reaffirmed how highly regarded Superintendent Porras is within the county; said he knows Superintendent Porras will always be remembered for his legacy of excellence, commitment, and the positive impact on the district; said he was happy to hear Forest Grove Elementary School was able to keep the kids in school with the power outage, utilizing PG youth center for after school care, encouraged the district to explore more creative solutions to keep students in school during outages; strongly encouraged the District to figure out a way to give students more opportunities, such as Saturday choir in addition to a formal/specialized choir class; great to hear the middle school band perform on St Patrick's day; excited to hear about funding for air quality monitoring at sites to help assess the baseline towards improving ventilation and circulation, thanked Assistant Superintendent Jorn.

Student Representative Rey Avila was unable to join, provided President Swanson with his comments: tonight is the powder puff football game, pool day after school tomorrow as a positive/fun way to start Spring break; reviewed agenda and does not have any questions.

C. Superintendent Report

Superintendent Porras introduced Assistant Superintendent Jorn to provide an update regarding the recent storms.

Assistant Superintendent Jorn provided a brief update on the storm damage, noting 61 trees were taken down in the District since December, many trees safetied; to date the District has spent \$74,000 tree removal and pruning, property damage claims \$196,478 filed with Keenan, from trees falling, fences, and other items. Power outages resulting in equipment failures, such as elevator motors, kitchen issues such as a warmer go out, electrical issues, high ground water, pumping water out of Robert Down Elementary School basement. Jorn commended the Maintenance, Operations, Ground and Transportation crews, as well as sites, for their hard work, noted the District is close to \$300,000 in storm damage including all of claim losses. Will return more when final report is received from Keenan.

Superintendent Porras let the Board know he met with Pacific Grove High School students and parents regarding the Saturday choir, said it was a great discussion, noted it is a negotiable item and as well as master schedule, and that the District is still looking for solutions; acknowledged all the staff and families that recognized his resignation after 16 years of service, shared it was not an easy decision, other opportunities have come up, noted the staff is remarkable, noted previous Board focus on students, Bond measures, budget turns, staff changes, acknowledged he has been blessed to work with amazing people.

VII. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

A. PGUSD Staff Comments (Non Agenda Items)

Pacific Grove Teachers Association President Lauralea Gaona thanked the Board for the difficult work this year, noted feelings of unease and disappointment, the divide between those in leadership and those in schools, asked the Board to ask hard questions and work towards an equitable and inclusive District where everyone feels heard and appreciated, noted the coming months offer opportunity for areas of growth, examining systems, and rebuilding trust between units and leadership, encouraged the Board to do an honest inventory of what has been past practice, and setting plans in place, noted the Teachers Association would like to open the lines of communication between the Board and unit, invited to meet with individual Board members over coffee to begin mapping journey.

Melissa Flores noted an ongoing situation at Forest Grove Elementary School regarding a wing of classrooms that has been evacuated due to instability of trees, rooms were closed in the name of safety, which has been disruptive to students, teachers and staff, noted it is not an acceptable long-term solution, not equitable, said she is hoping for a more permanent solution in the future.

Pacific Grove High School Teacher Sally Richmond noted the recent temporary dance instructor stipend, gently reminded the Board that any compensation is a negotiated item, acknowledged sometimes things come up quickly, however if this were to rollover and be an annual stipend it would need to be negotiated; noted stipends are pitifully low, compared stipend amounts to other neighboring districts for various stipend positions, requested the Board take a look at all of the stipends, and get them all on the same page, offer good compensation, as well as a raise for all of the teachers.

Director of Curriculum Buck Roggeman thanked Superintendent Porras for the 16 years of service, noted he appreciated Superintendent Porras for his faith, trust, mentorship and leadership style, always told him what his options were and let his own ethical drive make the decision, noted there was a point where the pressure as an Administrator broke him and he appreciated Superintendent Porras for taking the time to hear him and get him back on the path, thanked him for giving him the opportunity to serve the students and staff, thanked Superintendent Porras for taking a lot of the bullets for the administrative team, teachers, classified staff, when complaints came and when people were at their angriest, acknowledged the team left behind at the district will continue to honor his 16 years of service, on behalf of the Roggemans.

B. Community Members (Non-Agenda Items)

Wendy Giles resident of Pacific Grove spoke in support of Saturday Choir, noted her involvement with the community regarding the skatepark, expressed concern over the lack of activities for youth in community, would like to see a robust activity curriculum for the children in the community; expressed concerns that a teacher of such as successful and loved program is being asked to accept a substantially lower salary to continue that program. Encouraged Board members to keep the Saturday choir and thanked Superintendent Porras for his service.

Kilene Brosseau has a sophomore at Pacific Grove High School and thanked Coach Martin and Gary Stone and Lisa, for making it happen for her son to be a part of the golf team.

Deena Hski, local business owner, community member and parent that met with Superintendent Porras regarding the Saturday Choir, spoke about the lack of institutional memory, plans to come to every meeting to talk about choir, asked why would the District get rid of coach of a successful team, noted that moving the Saturday Choir to during the week limits students who cannot move the course into their week schedule.

Debbie Crandell, current community member, parent of students that attended PGUSD schools, served on several PTA chairs, and 9 years on the PGUSD Board of Education ending in December 2020, noted on March 16 a statement made was used as an inspirational moment about women's rights and women's history was used to read a portion of an email regarding a personnel incident and make harsh accusations against Dr. Porras and Trustee Brian Swanson, words used labeled misogynistic, those terms had nothing to do with women's stereotypes and everything to do with the personnel issue at hand, noted if confidential emails are being read to the public, read all the emails, there are always two sides to the story, agreed comments made should have been handled better, but to say they were misogynistic was out of line, Ms. Crandell was taken aback, not only unprofessional, she noted it was the wrong place, time, and simply not true, noted during her time on the Board that term never came to her mind about either of the two men, believes teachers deserve to be protected, respected, and deserve rights, but does not believe teachers have the right to berate the Superintendent and a Board member in public about a confidential personnel matter, noted there are procedures to follow, urged the Board to keep each other accountable; Ms. Crandell acknowledged and thanked Superintendent Porras, honored to serve on the Board while he was a leader in the District, said he will always will be someone she respects and appreciates.

Pacific Grove High School student Amber Hoffman spoke about the Saturday Choir, attended the recent Saturday Choir meeting, said the time and day was not ideal during class time, noted the meeting should have been scheduled so that choir students were not missing class, appreciated the District accommodating the number of people in the meeting though it was outside and windy, asked that if there are more meetings in the future she hopes there is more communication with parents, students and supporters.

Robert Down Elementary School Student Taylor Lippert said she will miss Nutrition Director Stephanie Lip, Superintendent Porras and Director Billie Mankey, thanked them for their years of service.

Pacific Grove High School Teacher Imogen Erickson responded to Ms. Crandell's comments, said there are two sides to every story, there are many more emails, she is happy to share, and noted the emails are a public record and there is a way to get them, noted a deeply personal email recently shared with the Board, said her recent comments were about not standing up for self, to pursue tenure for self, also that she felt she had been treated unfairly and felt bullied, that she was speaking her truth, she felt wronged and felt she had a right to speak up, she needed to speak up for others that have shared they were in the same position but were scared to do so, noted it does not mean anything if you say you are standing up for other people unless other people come forth, said since she shared her comments at the recent Board meeting there has not been a single day that she has not been received emails, messages, phone calls, texts, and notes on doorstep, flowers on doorstep, said she is not aiming to solicit this, all she asked for was/goal was to inspire people to speak up for themselves, not just women but any child, any man, any woman, and that is what women's history was about, people standing up for themselves, people in a position not being treated right, said she apologizes if she made anyone feel bad, know it feels terrible to be called out and singled out, needed to speak her truth and stand tall for all the people in her community,

and feels that has been validated by all that have come forth and breaking the code of silence.

Mr. Gibbs noted there was a lot of emotion in the room, said a Superintendent that is beloved is leaving, the Board has an opportunity to hire a new Superintendent, spoke about the budget decisions, said if there is not a good ongoing communication process than it becomes difficult, \$40 million budget for PGUSD, tax revenue property is \$33 million, general obligation bonds was around \$46 million, thinks the economy will enter a recession, encouraged the Board, administrators and teachers to come together to make hard decisions, encouraged looking at ratios, staff costs, 91% of budget is staff costs, nationally they are 81%, noted Superintendent Porras has been a great force to bring people together, hopes to have someone focused on financial aspects.

VIII. CONSENT AGENDA

- A. Minutes of March 16, 2023 Board Meeting
- B. Classified Assignment Order #14
- C. Certificated Assignment Order #14
- D. Acceptance of Donations
- E. Cash Receipts No. 14
- F. Out of County or Overnight Activities
- G. Monterey Bay Charter School Lease Agreement 2022-23 Revision #18
- H. Contract for Services with Monarch Music at Pacific Grove Middle School for 2023-24
- I. Contract for Services with Vivit at Pacific Grove Middle School for 2023-24
- J. Contract for Services with Gregory Ellsworth at Pacific Grove Middle School for 2023-24
- K. Contract for Services with Beem Video and Photography at Pacific Grove Middle School
- L. Contract for Services with Stotz Music at Pacific Grove Middle School for 2023-24
- M. Contract for Services with Casey Printing Inc. at Pacific Grove Adult Education for 2023-24
- N. 2023-24 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP)
- O. Contract for Services with Peninsula Messenger Service
- P. Contract for Services with Adriana San Millan School Psychology and Special Education Services, LLC.

Board Comments/Questions:

BS pointed out dance trip for \$5300, wasn't just the bus but the entire cost including hotel and other details, if anyone was wondering why that cost was higher.

LO noted the revised contracts for items K and M, nothing to pull.

Public Comment:

Mr. Gibbs asked to remove item M, for Casey Printing.
CS noted staff can follow up with him regarding item M.

MOTION JM/LO to approve the consent agenda as presented
Motion CARRIED by roll call vote 5 – 0

IX. ACTION/DISCUSSION

A. Designation of Committee Representatives

Board Comments/Questions:

None

Public Comment:

None

MOTION EH/LO to designated Clerk Jennifer McNary as the primary committee representative for Community Human Services, and President Carolyn Swanson as alternate

Motion CARRIED by roll call vote 5 – 0

Superintendent Porras presented information on the potential committee with the City of Pacific Grove.

Board Comments/Questions:

None

Public Comment:

None

MOTION CS/JM to designated Dr. Hazen as the primary committee representative for potential committee with the City of Pacific Grove, and Trustee Laura Ottmar as an alternate

Motion CARRIED by roll call vote 5 – 0

B. Revision to the Salary Schedule for the position of Adult School Program Coordinator

Director II of Human Resources Billie Mankey presented information to the Board, said she felt the comparisons would be competitive for recruitment and retention, looked at salary schedule with classified, noted this position falls the lowest on classified salary schedule, said the position is critical for the Adult School, which does all state and federal specialized reporting for the Adult School program; noted the position is fully funded through the Adult School consortium; said the position acts as a lead when Principal Martinez is not present; says she felt the step increase fit within comparisons and district salary schedule; noted there is an error in the document based on CS concern.

Assistant Superintendent Josh Jorn clarified positions being compared, said the District looked at job description duties, not just comparative salaries.

Adult Education Principal Barbara Martinez noted the start of the new school year, that there are excellent candidates that are hard to come by, noted the Adult School is a unique school, expressed the need to recruit and retain excellent candidates and years of experience, noted that the position would be hired at a lower level and not necessarily at the higher level.

Board Comments/Questions:

LO noted the numbers are not adding up, proposed salary schedule, said it seemed like a steep step increase, concerned about step increase, compared to other districts, confused

about comparisons being made, why is Assistant Director of Adult Education is being compared to a Program Coordinator, asked if this is similar to an Assistant Principal, asked Assistant Superintendent Jorm to send the job descriptions, asked when the last time the position was assessed.

CS asked about the bar graph, concerned there may be a typo; not comfortable approving the item, said she is not sure which salary the Board would be approving.

EH asked Administration if it was possible to clarify the confusion at the meeting in order to make a motion, but understands if the item needs to wait, said he is happy to support the rest of the Board.

JM asked for clarification, discussions about budget, asked why Administration is waiting until an employee leaves, asked why stipends are below, suggested something should be examined more, said she would like to know what the Board is approving, asked Administration to bring the item back so the numbers match.

BS wanted the fellow Board members to feel comfortable, expressed concerns regarding waiting, said the position needs to be filled, asked Director Mankey to give the Board updated information as soon as possible so the Board can review.

Public Comment:

None

The Board directed Administration to bring this item back at the next regular Board meeting on April 20, 2023.

X. INFORMATION/DISCUSSION continued

A. School Resource Officer Update

Pacific Grove Police Department Chief Cathy Madalone provided a brief overview of the School Resource Officer program; in response to Trustee questions Chief Madalone confirmed all officers are knowledgeable of the school sites layout, in response to a Board member question Chief Madalone noted the SRO had only missed 21 school days in the school year, noted monthly logs are not done as any log created becomes public record, confirmed the new contract for the SRO will no longer include mention of monthly logs, shared the SRO has only issued 1 citation, made zero arrests, conducted zero searches, and participated in zero formal interviews.

Officer Hankes thanked the Board for the opportunity to serve the community, said he is passionate about the program, spoke about the history of the DARE program, noted social emotional learning, was thankful for being able to expand to the middle school, and hopes to expand to high schools.

Superintendent Porras acknowledged the SRO program, the Pacific Grove Police Department, and thanked all the officers for their work.

Board Comments/Questions:

EH was grateful for the presentation, asked if other officers are knowledgeable about the school site layouts.

JM asked how many days out of the school year the SRO has been present, asked about the SRO monthly log reports that are specified in the contract, asked for data on citations and arrests, asked how many students have been searched and questioned by SRO, asked for student survey regarding the SRO.

LO thanked the SRO for everything, said she felt the students feel safer with him around.

BS said he was grateful for the presentation, acknowledged that Robert Down Elementary School student Taylor Lippert waved at SRO Hankes, said it was a sign of success, believes the students are safer.

CS said she does have a few items she would like to tighten up in the contract at the next Board meeting.

Public Comment:

Director of Curriculum and Special Projects Buck Roggeman, Director of Safety Barbara Martinez, Pacific Grove High School Campus Supervisor Ginny Roggeman, and Pacific Grove High School Principal Lito Garcia spoke in support of SRO Hankes.

Robert Down Elementary School student Taylor Lippert said DARE was fun, and learned a lot, and felt safer with Officer Hankes on campus.

XI. ACTION/DISCUSSION continued

C. Revision to the Salary Schedule for the position of School Nutrition Director

Director II of Human Resources Billie Mankey recognized School Nutrition Director Stephanie Lip and thanked her for her service.

Board Comments/Questions:

JM asked if the Board should look at salary schedules more holistically as they come up.

Public Comment:

None

MOTION EH/CS to approve the revision to the salary schedule for the position of School Nutrition Director
Motion CARRIED by roll call vote 5 – 0

D. Consulting Contract with Lakeland Holdings DBA WorldStrides/Specialty Travel Programs

Pacific Grove High School Principal Lito Garcia noted this is not a traditional graduation night at Disneyland, this is a regular Disney night.

Board Comments/Questions:

EH reiterated there is no fiscal impact to the District.

Public Comment:

None

MOTION CS/JM to approve the consulting contract with Lakeland Holdings DBA WorldStrides/Specialty Travel Programs
 Motion CARRIED by roll call vote 5 – 0

E. Discussion and Possible Action Regarding Superintendent Search Process

Attorney Louis Lozano with Lozano Smith Attorneys at Law presented information to the Board on options for the Superintendent search, including self-search by the District Human Resources department, search via the Monterey County Office of Education, and finally hiring an outside consultant to manage the search process. The process to hire an outside consultant would cost around \$30,000 and the process is initiated by sending out a request for proposals (RFP), and the three firms recommended by Lozano Smith include McPhearson and Jacobson, Leadership Associates, and Hazard, Young, Attea. Mr. Lozano answered questions from the Board.

Assistant Superintendent Josh Jorn noted the Board packet for the next regular Board meeting on April 2023 will be processed the following day, on Friday, April 7, 2023, therefore any proposals would be shared with the Board the week of the April 17, 2023.

Board Comments/Questions:

EH asked about the timeline, asked if the process is slower to go through the request for proposals rather than through the Monterey County Office of Education or through District Human Resources; are there situations where in-house or county-lead searches have been less successful than a firm.

CS asked at what point the Board asks for a national or statewide search.

All Trustees were in support of sending out a request for proposals (RFP) from four entities, including the Monterey County of Education, and the three firms recommended by Lozano Smith.

Public Comment:

None

MOTION CS/JM to have Mr. Lozano send out a request for proposals from Monterey County Office of Education, Leadership Associates, McPhearson & Jacobson, and Hazard, Young, Attea & Associates.
 Motion CARRIED by roll call vote 5 – 0

F. Board Calendar/Future Meetings

Board Comments/Questions:

None

Public Comment:

None

No action taken

XII. INFORMATION/DISCUSSION continued

C. Physical Education Program Presentation

This item was pulled and moved to the next regular meeting on April 20, 2023.

D. Quarterly District Safety Update

This item was pulled and moved to the next regular meeting on April 20, 2023.

E. California Healthy Kids Survey Results 2022-2023

Director of Curriculum and Special Projects Buck Roggeman, Pacific Grove Middle School Principal Sean Roach, Pacific Grove High School Principal Lito Garcia, and Robert Down Elementary School Principal Sean Keller presented information to the Board and answered Board questions.

Superintendent Porras noted questions by the Board and answers provided by Administrators may be posted online and available to the public. Director Roggeman noted he would manage that.

Board Comments/Questions:

LO asked for a date for Screenagers.

CS asked the Board if they would be agreeable to email questions regarding the item to Director Roggeman.

EH asked if it is possible to make any questions to Director Roggeman available to the public.

Public Comment:

None

F. California School Board Association Policy Updates June 2022

CS presented information regarding the process for review and the policy committee.

The Board directed Administration to bring the policy updates to Consent at the next regular Board meeting on April 20, 2023.

Board Comments/Questions:

The Board thanked CS and JM for taking this process on and being willing to review the policies with the policy committee.

JM appreciated being able to meet with staff regarding the policies.

Public Comment:

None

G. Updates to Regulation 6145.2 Athletic Competition

Superintendent Porras presented information to the Board.

The Board agreed Regulations do not need Board approval.

Board Comments/Questions:

EH thanked staff for putting the regulation together, would like to see discussion regarding students who are cut from sports teams and possible programs or stipends for clinics in off-season for students who may not be accepted into the program.

Public Comment:

None

H. Future Agenda Items

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

Board Comments/Questions:

CS noted agenda requests have been coming in via the online Future Agenda submission form, because the system is new, tweaks may be needed; recommends staff redact any confidential information from submissions, and not reword, proposed that staff add the Williams Complaint form and Uniform Complaint form to the location of the Future Agenda submission form; asked the Board thoughts on submissions being published; noted Google doc for Board to have access to all requests; asked for an automatic reply for submitters to receive a copy of their submission.

BS noted the suggestions should be a future agenda item for the Board to discuss how future agenda items are submitted.

EH noted the work required to redact submissions, expressed concerns for potential errors and grandstanding, expressed concerns that any submission is put in the packet; would be open to summarizing.

LO wanted to make sure that the Board does not end up with a heavy load that is overburdened with agenda items, would like to prioritize items without offending anyone.

Board agreed to add the feature of an automatic reply to submitters to receive a copy of their submissions.

Public Comment:

None

XIII. ADJOURNED

10:00 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of April 20, 2023 – District Office

I. OPENED BUSINESS

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

B. Land Acknowledgement

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

C. Roll Call

Trustee(s) Present:	President Carolyn Swanson (CS) Clerk Jennifer McNary (JM) Trustee Laura Ottmar (LO) Trustee Brian Swanson (BS)
Trustee(s) Virtual At Alternate Location:	N/A
Trustee(s) Absent:	Dr. Elliott Hazen (EH)
Administration Present:	Superintendent Porras Asst. Superintendent Jorn
Board Recorder:	Mandi Ackerman
Student Board Member:	Rey Avila

D. Adopted Agenda

Superintendent Porras noted the District received two responses to the Request for Proposals (RFP) Superintendent Search: Leadership Associates and McPherson & Jacobson, L.L.C. Both proposals were posted on the District website and shared with the Board in advance of the meeting.

Changes to the agenda include:

- Action/Discussion A- Superintendent Search Process has been moved to the top of the meeting, following the report-out of Closed Session
- 2 walk-on items due to emergencies
 1. Walk-On Contract for Services with Monterey Bay Children’s
 2. Walk-On Contract for Services with Adriana San Millan
- 9 revisions
 1. Revised Assignment Order for Certificated
 2. Revised Contract for Services with Valerie Rhoades
 3. Revised Cover Sheet for Contract for Services with Peninsula Sports4
 4. Revised Cover for Contract for Services with NCLRA - National California Lacrosse Referees Association
 5. Revised Contract for Contract for Services with NCLRA - National California Lacrosse Referees Association
 6. Revised Cover Sheet for Contract for Services with Agile Technologies DBA
 7. Revised Cover Sheet for Contract for Services for Josten's Inc
 8. Revised PGMS Handbook- correction to spelling of Trustee Ottmar
 9. Revised Cover for Bond Audit Report

Board Comments/Questions:

None

Public Comment:

None

MOTION BS/JM to adopt agenda as amended
 Motion CARRIED by roll call vote 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

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

None

C. Adjourned to Closed Session 5:35pm

III. RECONVENED IN OPEN SESSION

A. Reported 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)] 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.

No action taken.

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.

The Board did not discuss this item.

3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

This item was a duplicate.

4. Complaint Against Public Employee

Information was received, and direction was given.

5. Negotiations with Unrepresented Employee
Agency Negotiator: Board President and Legal Counsel
Position: Potential Interim Superintendent

Information was received, and direction was given.

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.

Information was received, and direction was given.

B. Pledge of Allegiance

IV. ACTION/DISCUSSION

A. Superintendent Search Process

Sally Frazier of Leadership Associates and Daniel Moirao of McPherson and Jacobson presented proposals to the Board.

Assistant Superintendent Josh Jorn spoke about the request for proposal process.

Board Comments/Questions:

BS noted the District is late in the calendar year for this process, asked what is the experience of finding qualified candidates, asked if the firms see many people come from out of state, asked how many placements have been made in California; would not mind additional time for review of the requests for proposal.

CS asked for stakeholder input, asked if there is an anonymous option for surveys, asked about communications service for the Board to keep the public notified, confirmed costs, confirmed with Louis Lozano with Lozano Smith the options for Board direction or action for the meeting.

JM noted both presentations were valuable, noted the fast timeframe to solicit bids, suggested putting out for additional requests for proposals, did not want to rush, give a longer response time and extending the deadline.

LO agreed the decision is not one to rush, would be beneficial to get more requests for proposals, to compare options, a two-week response would provide the Board with more information.

Student Representative Avila said there is no rush, but should make sure the Board is making the right choice.

The Board discussed how to proceed.

Public Comment:

None

The Board directed Administration to bring the item back to the next regular Board meeting on May 4, 2023 while sending out for additional requests for proposals (RFP).

V. COMMUNICATIONS

A. Written Communication

CS reported the following:

- Example of advocacy for student
- Example of hiring concerns
- Curriculum and ethical concerns
- Concerns about Pacific Grove Unified School District finances
- Aligning Superintendent pay with Board goals
- Kudos to M.C. Kimball and Associates, safety firm
- Concern regarding retirement incentives for certificated employees
- Pacific Grove High School Chorus and stipends
- Harassment concern
- Equine Healing collaboration regarding Spring benefit
- Community Human Services board membership
- Students with life threatening food allergies and need for District to educate and train around that issue

B. Board Member Comments

Student Representative Avila said 8 seniors lead grade-wide assemblies on what healthy/unhealthy relationships look like; provided an update on extracurricular activities including Jazz, baseball, lacrosse, swimming, end of the year wrap-ups, robotics Breaker Bots; and noted seniors have the senior Disneyland trip the following day.

JM attended the Community Human Services meeting, spoke about the 2023 recovery run/opioid awareness memorial flag event; spoke about Narcan being handed out at the meeting and said she would like to see the District distribute to families in our community, perhaps at the Board meetings.

LO attended Ohana, conversation about teen drug use and fentanyl, said it was fantastic, she is fortunate to work at the hospital with the people who hosted the event, said it was eye-opening, said Narcan was also being handed out at the event.

C. Superintendent Report

Superintendent Porras congratulated the Cultural Proficiency team, who recently wrapped up the certification, said the experience was amazing and a great opportunity to do lots of hard work and have great conversations, bring change to the District.

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

A. PGUSD Staff Comments (Non Agenda Items)

Pacific Grove Middle School Principal Sean Roach provided an update on parent nights for Screenager 3, noted an assembly scheduled to watch the Screenagers 3 for the following day, important conversations, and spoke about the impact of what we say versus the intent of what we say, and microaggressions, vast majority of parents have been supportive.

District Safety Director Barbara Martinez addressed the Board comments regarding Narcan, noted the District received a grant and received 1,000 doses of Narcan, noted doses are available to staff, that proof of training is required, noted several cases of Narcan are still available.

LO said there is a QR code and video and that perhaps the District can offer as an option of training prior to handing out the Narcan, noted Narcan sitting in an office does not save lives.

Robert Down Elementary School Principal Sean Keller acknowledged the Cultural Proficiency professional development, thanked Superintendent Porras, noted the school site is selling bricks, celebration of volunteers and military children's breakfast called Purple Up Day, thanked Craig Bell for helping with Purple Up Day, shared STEM night and PTA silent auction, taco night, celebration of dance coming up, in tradition of the May pole dance, and open house.

Matt Bell said it is an honor to be working at Forest Grove Elementary School, said he is the consultant for Association of California School Administrator Region 10, acknowledged Pacific Grove High School Assistant Principal Shane Steinback, Teacher Larry Haggquist, noted they are amazing people; acknowledged Superintendent Porras for his years of service, his strengths are taken for granted, said the superintendent search is crucial, acknowledged Director II of Human Resources Billie Mankey for her years of service and said losing these Administrators is a loss to the District, head of Caltrans is a Breaker, Principal Garcia awarded the secondary principal of the year.

B. Community Members (Non-Agenda Items)

Deena Hski and Erin Deegan spoke in support of the Saturday Choir.

VII. CONSENT AGENDA

- A. Classified Assignment Order #15
- B. Certificated Assignment Order #15
- C. Acceptance of Donations
- D. Cash Receipts No. 15
- E. Out of County or Overnight Activities
- F. Warrant Schedule No. 654
- G. California School Board Association Policy Updates June 2022
- H. Contract for Services with Wynd Technologies, Inc. Air by Design
- I. Contract for Services with Derivi Castellanos Architects at Forest Grove Elementary School for May 2023 – May 2024
- J. 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.
- L. Contract for Services with ArbiterPay/James Johnson for the 2023-24 School Year
- M. Contract for Services with Valerie Rhoades for the 2023-24 School Year
- N. Contract for Services with Premier Studios for the 2023-2024 School Year
- O. 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
- Q. Contract for Services with Josten’s Inc.
- R. 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
- T. Contract for Services with Agile Technologies DBA HUDL for the 2023-24 School Year

- U. Contract for Services with S.C.A.T.T. Recreation for the 2023-2024 School Year
- V. Contract for Services with Anthony J Nocita, IAMP for the 2023-2024 School Year
- W. Contract for Services with Federico Embroidery for the 2023-2024 School Year
- X. Contract for Services with Nguyen Security for 2022-2023 School Year
- Y. Contract for Services with Nguyen Security for 2023-24 School Year
- Z. Contract for Services with Gary Stotz for the 2023-2024 School Year
- AA. Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair for the 2023-2024 School Year
- BB. 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
- DD. Forest Grove Elementary School Site Handbook
- EE. Robert Down Elementary School Site Handbook
- FF. Pacific Grove Middle School Site Handbook
- GG. Pacific Grove High School Site Handbook
- HH. Pacific Grove Community High School Site Handbook
- II. Pacific Grove Adult Education Site Handbook
- JJ. Interscholastic Federation (CIF) School Representatives
- KK. Approval of *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

CS pulled CC in order to recuse herself from the vote

Board Comments/Questions:

JM noted most of her questions had been answered by staff; L, and P, questions regarding fingerprinting, asked if those questions had been addressed.

LO asked for clarification regarding H, asked for clarification regarding monitors in classrooms; sent in questions regarding fingerprinting, confirmed boxes were correctly checked.

CS regarding school site handbooks, state law specifies safe gun storage at home, asked Superintendent if that information would be added to handbooks. Superintendent Porras noted that would be addressed in the Parents Rights Handbook.

MOTION CS/JM to approve the consent agenda A-BB, DD-LL
 Motion CARRIED by roll call vote 4 – 0

MOTION JM/LO to approve Consent Item CC- Contract for Services with Pacific West Water Purification Inc for the 2023-2024 School Year
 Motion CARRIED by roll call vote 3 – 0,
 President Swanson abstained

Public Comment:

Superintendent Porras acknowledged Director of Student Services Clare Davies, noting she has been a leader in the county, tri-county and state, said she has done an amazing job supporting families; congratulated the new Forest Grove Elementary School Principal Abbie Aubrun; congratulated Teacher Larry Haggquist as Assistant Principal at Pacific Grove High School.

Director of Curriculum and Special Projects Buck Roggeman congratulated Director Davies, recognized her leadership and what it means to serve the students with special needs, acknowledged her heart and passion, her ability to find and hire incredible staff; welcomed Ms. Aubrun, and congratulated Mr. Haggquist.

A member of the public expressed concerns regarding Consent Item BB, asked the Board to be mindful of different cultures and religions that full transparency is needed, asked the Board to pull the item.

Superintendent Porras noted the item had already been approved by the Board, and that it would need to be brought back to the Board if needed.

CS asked if the member of the public would be satisfied in speaking with Principal Garcia for more information.

Pacific Grove High School Principal Lito Garcia acknowledged Assistant Principal Shane Steinback, noted his hard work, dedication to staff, students, and community, and said he was looking forward to working with Mr. Haggquist.

Mr. Haggquist thanked everyone who helped him earn this position, said he was looking forward to the new role, spoke about transformational leadership, and thanked Mr. Steinback.

Ms. Aubrun said she was excited to join the Forest Grove family.

VIII. WALK-ONS ACTION/DISCUSSION

- A. Contract for Services with Monterey Bay Children’s Therapy
Director of Student Services Clare Davies presented information to the Board.

Board Comments/Questions:
CS asked if this was part of summer school.

BS thanked Director Davies for everything she has done.

Public Comment:
None

MOTION JM/BS to approve the contract for services with Monterey Bay Children’s Therapy
Motion CARRIED by roll call vote 4 – 0

- B. Contract for Services with Adriana San Millan School Psychology and Special Education Services, LLC.

Board Comments/Questions:
None

Public Comment:
None

MOTION JM/LO to approve contract for services with Adriana San Millan School Psychology and Special Education Services, LLC.
Motion CARRIED by roll call vote 4 – 0

IX. PUBLIC HEARING

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

Open Public Hearing: 8:12 p.m. Close Public Hearing: 8:26 p.m.

Director of Curriculum and Special Projects Buck Roggeman presented information to the Board.

Board Comments/Questions:
Student Representative Avila spoke in support of *Desmos* and noted his personal experience.

JM thanked Director Roggeman for the thorough presentation, appreciated hearing from students, thanked Director Roggeman for his work on the item.

LO said she loves math, thanked Director Roggeman for talking to students, said it is important for the students to receive it well, and that it is helpful for them.

BS spoke about his own experiences, noted the feedback was great.

CS thanked Director Roggeman for reaching out to students, asked about a Spanish version, asked if these were the books located at the entry of the District Office.

Pacific Grove Middle School Principal Sean Roach confirmed there is a Spanish version, noted the text is cutting edge and in line with District standards.

Public Comment:

None

X. ACTION/DISCUSSION

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

Assistant Superintendent Josh Jorn addressed questions from the Board.

Superintendent Porras asked for sample language regarding attendance.

Board Comments/Questions:

JM noted three changes: monthly activity logs, saying they have been noted in the contract and have not been done, concerning, says removing the provision dilutes the safety, it is an important checks and balances; current contract does not require attendance, weakens the language regarding attendance, noted the position is full time, in order to get the fair end of the deal the District should have more security, it is an important service; noted a student survey asking students if they feel safe; expressed interest in more data; students have the right to feel safe in the schools; noted the job of the Board is to direct staff to take a survey, and it is the job of staff to figure out the specifications; encouraged Administration to revert back to the language of the previous contract regarding attendance language, provisions regarding the monthly log, are appropriate, they are being used by other school districts, these entities know how to redact documents, she would like to know what is the SRO doing, what campuses does he touch, how many hours a day does he teach DARE, is he at the high school most of the time or other campuses, she would like that information and is not looking for hidden information to pick at.

LO appreciated the comments from JM; asked if there were previous year surveys from students; asked Student Representative Avila if the survey questions were adequate; was in support of a staff survey; suggested teachers could survey the students for under 3rd grade.

BS noted there is time to move this item to the next agenda, would be open to seeing survey results, noted no one is really against the SRO, the program is supported by community and staff, asked about the timeline for contract, asked if the Board could move forward with current contract and then review contract language later, wondered if this item could be added to the Special Board meeting on April 28, 2023.

CS agreed to look at the wording regarding attendance being more mandatory, would like the position on campus as much as possible, said she was in favor of the survey for students, and supports a monthly activity log or some form of data that the District can track; noted the program is well supported, the Board is not against the individual who is the SRO; said the Board is looking at the program in general, assess and evaluate going forward; noted the public may think there is a police officer on every campus at all times, but there is only one SRO; the Board wants more information; asked that the survey results be broken down by

sites; asked the Board if this item should be added to a special Board meeting; noted the Board hears the program is valuable, wants to ensure attendance.

Public Comment:

Director of Technology Systems Louis Algaze shared the potential survey questions for students; noted it might be a good idea to send a survey to staff as well.

Director of Curriculum and Special Projects Buck Roggeman spoke about the safety benefits, encouraged the Board to keep the program alive, and noted the Board can always review the contract in a year.

Director of Student Safety Barbara Martinez spoke about the recent safety conference, threat assessments, noted why the SRO is more often located at the high school.

Robert Down Elementary School Principal Sean Keller spoke about the SROs over the years, said Officer Hankes may be up for a change, agreed the SRO should be located primarily at Pacific Grove High School, said the position helps with communication.

Robert Down Elementary School Teacher Erica Chavez encouraged the proper vocabulary and to be mindful and age appropriate in the student survey.

Director of Education Technology Matthew Binder noted the survey tool is part of the student information system, 3rd grade and up have already used this system, surveying younger grades logistics, the District would likely not have answers and details by Monday.

Pacific Grove High School Physical Education Teachers John Martine spoke in favor of the SRO, said the position is essential, feels more comfortable having SRO on campus.

The Board directed Administration to bring the item back to the next regular meeting on May 4, 2023, and move forward with student and staff surveys, directed Administration to work with the police department to adjust contract language to focus on attendance and data points.

MOTION JM/CS to move this item to the next regular Board meeting on May 4, 2023
Motion CARRIED by roll call vote 4 – 0

XI. INFORMATION/DISCUSSION

A. Physical Education Program Presentation

Information was presented to the Board by Robert Down Elementary School Physical Education Teachers Roberto Dixon, Peggy Tobin, Forest Grove Elementary School Physical Education Teacher Jeff Gray, Pacific Grove Middle School Physical Education Teachers Chip Dorey, Dessie Pettas, and Pacific Grove High School Physical Education Teachers John Martine, Donna O’Donnell-Smith.

Board Comments/Questions:

JM thanked everyone for the presentation, said it was so evident how passionate the PE teachers are, said she loves PE, feels the District has created an inclusive program, accessible to all students, and a holistic approach.

LO echoed JM, said there is such respect for each other and for the students, thanked everyone for everything they are doing.

BS said the program is impressive, not the PE he grew up with, thanked everyone for all they do.

CS said there seems to be collaboration between the schools, asked if dodgeball still exists.

Student Representative Avila spoke about his own personal experience with PE, long-lasting positive impact.

Public Comment:

None

MOTION LO/BS to extend the meeting until 11:00 p.m.
 Motion CARRIED by roll call vote 4 – 0

XII. ACTION/DISCUSSION continued

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

Board Comments/Questions:

BS said he was happy to see it is covered by insurance.

Public Comment:

None

MOTION JM/LO to approve the contract Miracle Play Structures – storm damaged play structure replacement
 Motion CARRIED by roll call vote 4 – 0

D. Contract Park Planet – Storm Damaged Play Structure Replacement

Director of Maintenance, Operations and Transportation Jon Anderson briefly presented information to the Board.

Board Comments/Questions:

None

Public Comment:

None

MOTION BS/JM to approve the contract Park Planet – storm damaged play structure replacement
 Motion CARRIED by roll call vote 4 – 0

E. 2021-22 Measures A&D Financial & Performance Audit Report

Assistant Superintendent Josh Jorn presented information to the Board.

Board Comments/Questions:

CS asked if the bidding process took place.

Public Comment:

None

MOTION CS/JM to approve the 2021-22 Measures A&D Financial & Performance Audit Report

Motion CARRIED by roll call vote 4 – 0

F. Board Calendar/Future Meetings

Board Comments/Questions:

CS said the Board could add additional meetings or place holders for the Superintendent Search.

Public Comment:

None

No action taken

XIII. INFORMATION/DISCUSSION continued

B. Quarterly District Safety Update

District Safety Director Barbara Martinez presented information to the Board and responded to Board questions and comments.

Board Comments/Questions:

LO thanked Director Martinez for the presentation, was glad to know the District is focused on safety, asked about the diagram regarding responses to mental health concerns, hoped the District is identifying students of concern, but also responding to all students' mental health concerns; asked if the grant is for psychologists or additional staff, and what it can cover; grateful the District is supporting students socially, emotionally, noted supporting their mental health now will reap great rewards, hopefully reduce the number of students of concern.

BS asked about the anonymous reporting tool, asked if that is being developed; said the entire presentation was great; was happy will see site risk assessments.

CS appreciated the information was included in the packet; asked for an update on the Sandy Hook Promise.

JM asked about the drills at the elementary schools, asked if families are being notified ahead of time regarding drills, asked how that is being communicated to families.

Public Comment:

Robert Down Elementary School Principal Sean Keller addressed the question regarding notifying families about drills, concerns regarding notifying the public on drills; when he is discussing safety with parents, he mentions drills, he does not inform the parents ahead of time; asked parents not to rush to the campus in the event of an emergency; if something real occurs.

C. PGTech Update – 2023

Information was presented to the Board by Director of Education Technology Matthew Binder, Director of Technology Systems Louis Algaze, and Digital Learning Teacher Andrew Bradley.

Board Comments/Questions:

CS acknowledged Mr. Parker and said her mom is a fan of his, said he is boots on the ground, helped their family during distance learning; loves that the Tech team is maximizing Synergy; appreciated the PowerPoint presentation, thanked the team for including it in the Board packet in advance.

JM acknowledged Mr. Parker; thanked Louis for cyber security; excited to see Flex Labs online; her student is excited for 3D printer; said the presentation was awesome; sees the big picture.

LO acknowledged the awesome work, said she was sad about the woodshop class; sees the potential and where it is going, and said the District is lucky to have the Tech team.

BS said it looks like the team is having a blast, great work.

Public Comment:

Mr. Gibbs said it was a great presentation, asked about network segmentation, noted third party access, asked if third party access is granted to the network, asked how many people are granted, how often is third party access granted. Staff will reach out to Mr. Gibbs directly as the meeting ran out of time.

D. Review of Updated Administrative Regulations 3300, 3311, and 3516

The Board did not review this item.
This item will be moved to the next regular Board meeting on May 4, 2023

E. Future Agenda Items

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

The Board did not review this item.

XIV. ADJOURNED

11:01 p.m.
Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

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

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

SUBJECT: Classified Assignment Order #16

DATE: May 4, 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 Classified Assignment Order #16

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. 16
May 4, 2023

Page 2 of 2

NEW HIRE:

Carmen Gil, FGE, Food Service II, Part-time, 3.5 hours per day, 5 days per week, 180 day work calendar, Range 30, Step C, effective April 18, 2023 (replaces Jeanette Odenbrett)

TRANSFER:

Jeanette Odenbrett, Food Service I, Part-time, 2 hours per day, 5 days per week, 180-day work calendar, Range 28, Step F, transferring from FGE to PGHS effective April 18, 2023 (replaces Bobette Rood)

ADDITIONAL ASSIGNMENT:

Jeff Bautista, PGHS Crossing Guard, Part-time, 1 hour per day, 5 days per week, 180-day work calendar, Range 31, Step B, effective April 1, 2023 (replaces Ginny Roggeman)

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| <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 #16

DATE: May 4, 2023

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

Page 1 of 3

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #16

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. 16
 May 4, 2023**

TEMPORARY NEW HIRE:

Cori Rosenberg, Mental Health Therapist, RDE 0.50 FTE, FGE 0.50 FTE, Licensed Professional MHT Salary Schedule, Step 8, effective May 1, 2023 through May 31, 2024 only (ESSER III funding)

VOLUNTARY TRANSFER:

Julie Kelly, RDE Teacher, voluntary transfer from Kindergarten to Transitional Kindergarten (TK), effective August 4, 2023 (funded position from FGE)

Marc Russo, FGE Teacher, voluntary transfer from 4th Grade to Intervention Teacher, effective August 4, 2023-May 31, 2024 only (ESSER III Funding)

INVOLUNTARY TRANSFER/CHANGE OF ASSIGNMENT:

Tanya Fadem, RDE Teacher, 1.0 FTE, involuntary transfer from Kindergarten to 2nd Grade, effective August 4, 2023 (Replaces Shannon McCarty, LOA and 1st grade move to 2nd grade)

Jasona Prowse, RDE Special Education Teacher, 1.0 FTE, involuntary transfer from RDE to PGMS, effective August 4, 2023 (based on enrollment)

JOB SHARE/TEMPORARY HIRE:

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

PGMS, Counselor Job Share: Sonda Frudden from 1.0 FTE to 0.80 FTE and Clare Pratt, temporary job share partner at 0.20 FTE, Column IV, Step 6, effective August 4, 2023 through May 31, 2024 only

RDE 1st grade job share: Rachel McNickle from 1.0 FTE to 0.80 FTE and Laura Smith, from 4th grade 1.0 FTE to 1st grade 0.20 FTE job share effective August 4, 2023 through May 31, 2024 only

RDE Kindergarten job share: Christina Renteria from 1.0 FTE to 0.8 FTE (STRS Reduced Workload) and Laura Smith, from 4th grade 1.0 FTE to Kindergarten 0.20 FTE job share effective August 4, 2023 through May 31, 2024 only

TEMPORARY CHANGE OF ASSIIGNMENT:

Brice Gamble voluntary TOSA assignment 1.0 FTE effective August 4, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 16 May 4, 2023

Page 3 of 3

ADDITIONAL ASSIGNMENT:

Andrew Bradley web tech work 80 hours total paid at the hourly instructional rate \$51.30 per timesheet effective June 1, 2023 through July 31, 2023

Kathy Wheeler, 2 hours per week, one to one after school instruction, paid per timesheet at her position hourly rate

2023 DANCE PROJECT INSTRUCTORS, RDE/FGE, Stipend \$800 each employee:

Baily Duffield

Quincy Cox

Tatum May

RETIREMENT:

Karinne Gordon, PGHS English Teacher, 0.60 FTE, retires from PGUSD May 26, 2023 and STRS retirement effective date of October 1, 2023 after 16 years of successful service with the Pacific Grove Unified School District

SUBSTITUTE:

Kathryn Durham

Stacey McCown

Jessica Millington

- 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: May 4, 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

Desmond Early
Jared Masar

\$50.00 (Music-Boardwalk Trip)
\$1,041.75 (Choir Bus Cost)

Pacific Grove High School

Yellow Brick Road Benefit Shop
Yellow Brick Road Benefit Shop
Yellow Brick Road Benefit Shop
Kelly Moore Paints

\$3,000.00 (Library Supplies)
\$3,000.00 (S. Lee Teaching Aids)
\$1,000.00 (L. Haggquist Prof. Dev Supplies)
15 gallons paint (Baseball Beautification Project)

Pacific Grove Community High School

None

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

Friends of PG Co-Op
Friends of PG Co-Op

\$300.00 (Pine Ave. Preschool Supplies)
\$300.00 (Dual Language Preschool Supplies)

Pacific Grove Unified School District

None

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| <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: Cash Receipts Report No. #16

DATE: May 4, 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 April 5, 2023 to April 25, 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 # 16 Cash Receipts

April 5, 2023 - April 25,2023

Table with 5 columns: Date, Num, Name, Account, Amount. It lists various cash receipts from April 5 to April 25, 2023, including items like ADULT EDUCATION, BASRP, RETIREE INSURANCE, and CAFETERIA, with a total amount of 494,481.16.

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| <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: Contract for Services with David Sonderegger

DATE: May 4, 2023

PERSON RESPONSIBLE: Louis Algaze, Director of Technology Systems

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract for services with David Sonderegger to provide E-rate filing services for the 2023-24 fiscal year.

BACKGROUND:

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

INFORMATION:

The scope of service includes ensuring that 2023-2024 approved discounts are captured; assisting with updating enrollment data and filing for funding for the MCOE-provided internet and firewall service for 2023-2024; filing for any new on-campus projects, and assisting with any AT&T billing questions.

FISCAL IMPACT:

\$12,000 General Fund-Technology Budget

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

CONSULTANT David Sonderegger

SITE/DEPARTMENT Technology

SUBMITTED BY Louis Algaze

FUNDING SOURCE General Fund-Technology

AGREEMENT TOTAL AMOUNT \$12,000.00

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 David Sonderegger ("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 **E-Rate advisor and filing services 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: **ongoing telecommunications management and assist with other work projects are the request of the Director of Technology Systems, SBO or other district staff**.
2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2023**, and will diligently perform as required and complete performance by **6/30/2024**.
3. **Compensation.** District agrees to pay up to **\$12,000.00** as invoiced to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$12,000.00** 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

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

Consultant

Name: David Sonderegger
 Address: 19135 Garden Valley Way
 City/State/Zip: Salinas, CA 93908
 Business Phone: (831) 261-8197
 Email (Optional): dwsonde@omcast.net

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)

Signature: _____

Name: Louis Algaze

Title: Director of Information & Technology

Date: _____

Consultant

(Can sign BEFORE Board's approval)

DocuSigned by:
 Signature: David Sonderegger
 Name: David Sonderegger
 Date: 4/14/2023

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: Lease Agreement with The WAVE Youth Program of Pacific Grove

DATE: May 4, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve the 2023-2024 Lease Agreement with The Wave Youth Program of Pacific Grove (The Wave).

BACKGROUND:

Since 2017, the district has opened the high school campus to The Wave Program. The Wave utilizes the High School facilities such as the tennis court, gymnasium, pool, classrooms (art, culinary, etc) to promote interest in team sports, individual sports, arts and electives.

INFORMATION:

This 2-week summer program is open only to all Pacific Grove Unified School District (PG USD) students of middle school age, at no charge, and includes athletics, arts and crafts, and a food session. The dates of the camp will be July 10-13 and July 17-20 and kick off with a parent orientation in the main PGHS gym July 7th, at 6pm -8pm.

The Wave Program is in Group 1A on the Facilities Use Fees table. This table was Board approved on October 3, 2019 and will be updated again in 2023-2024.

The Wave Program pays a flat rate to Facilitron of \$10,800 for the summer program facilities use.

FISCAL IMPACT:

Fund 40 \$10,800 revenue.

Lease Agreement
 Between
 Pacific Grove Unified School District
 and
 The Wave Youth Program of Pacific Grove

A. PURPOSE

The purpose of this lease agreement (hereinafter called “Agreement”) is to establish and document an agreement between Pacific Grove Unified School District (PGUSD) and The Wave Youth Program of Pacific Grove (The Wave), hereinafter collectively referred to as the “Parties,” for the purpose of creating a lease agreement to benefit students in the The Wave. The Wave Program agrees to accept only matriculating 5th, 6th and 7th grade students who reside within the PGUSD district boundaries which includes all of the City of Pacific Grove and the portion of Pebble Beach within PGUSD. The Wave Program from PGUSD who meet the requirements agreed upon by both parties 98% of the WAVE students attend PGUSD while about 2% attend private schools.

B. FEES

The Wave Program is free to all eligible students as referred to in Item A above; however, the Program will accept a donation of \$125 per student, per two-week session, if families are able to financially support the Program.

C. PREMISES

For the purposes of this Agreement, the premises are identified as Facilities at Pacific Grove High School, 615 Sunset Ave., Pacific Grove, CA 93950.

D. LEASE TERM

The lease term shall be for a 2-week summer program open only to all Pacific Grove Unified School District (PGUSD) students of middle school age, at no charge, and includes athletics, arts and crafts, and a food session. The dates of the camp will be July 10-13 and July 17-20 and kick off with a parent orientation in the main PGHS gym July 7th, at 6pm -8pm. The Wave must enter their Facility Use Request via the Facilitron online reservation service.

E. LEASE DEPOSIT AND PAYMENT

For use of the premises, The Wave will pay to PGUSD \$10,800 (Total Facilities Use Fee) for the 2023-2024 fiscal year. There is no associated increase in fee schedule based for the 2023-2024 year, and all rates are based on the Facilities Use Fee table, Group 1A.

F. USE OF PREMISES

The Wave accepts full responsibility for the use of the premises during the term of this lease. PGUSD understands only that The Wave proposes to conduct a 10-day summer youth program within the premises and takes no responsibility for said operation.

G. PREMISES CONDITION

The Wave accepts the condition of the premises as is and in no way expects PGUSD to modify the existing condition of the premises as a condition of this agreement.

H. TERMINATION

PGUSD shall, at its sole discretion, have the right to terminate this agreement subject to a 90-day written notice, which must be provided to The Wave prior to April 1, of each year.

I. AUTHORIZED REPRESENTATIVES

Correspondence and communication regarding this agreement and use of the premises shall be conducted only through authorized representatives of PGUSD and The Wave and shall not be delegated to persons who are not employees of PGUSD or The Wave.

J. INDEMNIFICATION

The Wave shall defend, indemnify, and hold harmless PGUSD and its agents, representatives, officers, The Waves, 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 The Waves) 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 The Wave, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the “The Wave Parties”) in the performance of or failure to perform The Wave’s or The Wave Parties’ obligations under this Agreement, including, but not limited to The Wave’s or The Wave 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 PGUSD or PGUSD 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 The Wave or The Wave Parties under the California Fair Employment and Housing Act (“FEHA”).

K. INSURANCE

The Wave shall at its sole cost and expense, procure and maintain throughout the term of this Agreement policies of general liability insurance and property and casualty insurance during the performance of the Agreement.

- 1. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- 2. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- 3. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

The Wave shall notify Pacific Grove Unified School District at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

Agreement to the above conditions and acceptance of this Agreement is confirmed by the execution of the document by the authorized representatives below.

Authorized Representative, PGUSD Date

Authorized Representative, The Wave Date

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

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

SUBJECT: Contract for Services for Monterey Bay Face Painting

DATE: May 4, 2023

PERSON(S) RESPONSIBLE: Matt Bell, Forest Grove Administrator

RECOMMENDATION:

The District Administration recommends the Board review and approve to contract for services with Monterey Bay Face Painting

BACKGROUND:

Monterey Bay Face Painting provides face painting services at various events throughout the Monterey Bay area

INFORMATION:

Monterey Bay Face Painting will offer face painting services at our Falcon Fest on May 19, 2023 from 12:15pm-2:30pm

FISCAL IMPACT:

\$400 funded by PTA donations

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

CONSULTANT Monterey Bay Face Painting

SITE/DEPARTMENT Forest Grove Elementary School

SUBMITTED BY Carey O’Sullivan

FUNDING SOURCE PTA donations

AGREEMENT TOTAL AMOUNT \$400

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 Monterey Bay Face Painting (“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 Face Painter at Falcon Fest. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Face painting during Falcon Fest.
2. **Term.** Consultant shall commence providing services under this Agreement on 5/19/2023 at 12:15pm, and will diligently perform as required and complete performance by 5/19/2023 at 2:30pm
3. **Compensation.** District agrees to pay \$400 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: Monterey Bay Face Painting
 Address: 478 Albert Way
 City/State/Zip: Marina, CA 93933
 Business Phone: 831-521-8308
 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

- | | |
|--|---|
| <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: Contract for Services for Kona Ice of Monterey and Salinas

DATE: May 4, 2023

PERSON(S) RESPONSIBLE: Matt Bell, Forest Grove Administrator

RECOMMENDATION:

The District Administration recommends the Board review and approve to contract for services with Kona Ice of Monterey and Salinas

BACKGROUND:

Kona Ice of Monterey and Salinas offers shaved ice from a festively decorated truck at various events throughout the Monterey Bay area.

INFORMATION:

Kona Ice of Monterey and Salinas will offer shaved ice from their truck at our Falcon Fest on May 19, 2023 from 12:00pm-3:00pm

FISCAL IMPACT:

\$1,000 funded by PTA donations

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

CONSULTANT Kona Ice of Monterey and Salinas

SITE/DEPARTMENT Forest Grove Elementary School

SUBMITTED BY Carey O’Sullivan

FUNDING SOURCE PTA donations

AGREEMENT TOTAL AMOUNT \$1,000

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 supplier of shaved ice treats. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: serving shaved ice treats to participants of Falcon Fest.
2. **Term.** Consultant shall commence providing services under this Agreement on May 19, 2023 at 12:00pm, and will diligently perform as required and complete performance by May 19, 2023 at 3:00pm

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:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: Kona Ice of Monterey and Salinas
435 Hillcrest Avenue	Address: PO Box 1448
Pacific Grove, CA 93950	City/State/Zip: Castroville, CA 95012
ATTENTION: Joshua Jorn	Business Phone: (831) 757-7777
Assistant Superintendent/CBO	Email (Optional): MontereySalinas@kona-ice.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 MTH Photo Booth

DATE: May 4, 2023

PERSON(S) RESPONSIBLE: Matt Bell, Forest Grove Administrator

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with MTH Photo Booth

BACKGROUND:

MTH Photo Booth specializes in creating unique photo experiences for events with their photo booth rentals in the Monterey, San Benito, and Santa Cruz counties

INFORMATION:

MTH Photo Booth will provide a photo booth during our Falcon Fest on May 19, 2023 from 12:00pm-3:00pm.

FISCAL IMPACT:

\$500 funded by PTA donations

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

CONSULTANT MTH Photo Booth & DJ Service

SITE/DEPARTMENT Forest Grove Elementary School

SUBMITTED BY Carey O’Sullivan

FUNDING SOURCE PTA donations

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 [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 photo booth operator. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: setting up and operating a photo booth for participants of Falcon Fest.
2. **Term.** Consultant shall commence providing services under this Agreement on May 19, 2023, 12:00pm, and will diligently perform as required and complete performance by May 19, 2023 3:00pm
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: MTH Photo Booth & DJ Service
 Address: 81 Las Lomas Dr.
 City/State/Zip: Royal Oaks, CA 95076
 Business Phone: (831) 588-1792
 Email (Optional): martinthehitman@sbcglobal.net

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

- | | |
|--|---|
| <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: Contract for Services with Monterey Bay Equestrian Center

DATE: May 4, 2023

PERSON(S) RESPONSIBLE: Matt Bell, Forest Grove Administrator

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Monterey Bay Equestrian Center

BACKGROUND:

Monterey Bay Equestrian Center offers youth friendly mobile petting zoos to the Monterey Bay/Salinas Valley area.

INFORMATION:

Monterey Bay Equestrian Center will set up a fenced enclosure from 11:20am-1:30pm on May 19, 2023, at our Falcon Fest. Students will be able to enjoy supervised hands-on interaction with various youth friendly animals, such as bunnies, pigs, chickens, goats, and hamsters.

FISCAL IMPACT:

\$550 funded by PTA donations

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

CONSULTANT Monterey Bay Equestrian Center

SITE/DEPARTMENT Forest Grove Elementary School

SUBMITTED BY Carey O’Sullivan

FUNDING SOURCE PTA Donations

AGREEMENT TOTAL AMOUNT \$550

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 Monterey Bay Equestrian Center (“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 mobile petting zoo during Falcon Fest. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Serving as a mobile petting zoo during Falcon Fest.
2. **Term.** Consultant shall commence providing services under this Agreement on May 19, 2023 at 11:20am, and will diligently perform as required and complete performance by May 19, 2023 at 1:30pm.

3. **Compensation.** District agrees to pay \$550 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$550 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: Monterey Bay Equestrian Center
435 Hillcrest Avenue	Address: 19805 Pesante Rd.
Pacific Grove, CA 93950	City/State/Zip: Salinas, CA 93907
ATTENTION: Joshua Jorn	Business Phone: (831) 663-5712
Assistant Superintendent/CBO	Email (Optional): michael@montereybayequestrian.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

Monterey Bay Equestrian Center

19805 Pesante Rd Salinas, CA 93907

Phone: (831) 663-5712

Email: michael@montereybayequestrian.com

Website: www.montereybayequestrian.com

EQUESTRIAN SERVICES AGREEMENT

CLIENT:

Forest Grove Elementary School

1065 Congress Ave.

Pacific Grove, Ca. 93950

Hetal Patel

E-MAIL: hpatel@pgusd.org

AGREEMENT as of 4/26/2023, between Forest Grove Elementary School (hereinafter referred to as the "Client"), and Monterey Bay Equestrian Center, with respect to providing a Mobile Petting Zoo (hereinafter referred to as the "Work").

Whereas, Monterey Bay Equestrian Center is a professional equestrian services firm of good standing; Whereas, Client wishes Monterey Bay Equestrian Center to provide services described more fully herein; and whereas, Monterey Bay Equestrian Center wishes to provide such a service; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

DESCRIPTION: Monterey Bay Equestrian Center agrees to provide a mobile petting zoo for use by the students, families and others. The event shall take place on Sat, May 19th, 2023. The time of service will be from 11:20am to 1:30pm. We will provide an enclosure, chairs, various animals, hand sanitizer and staff.

PAYMENT: Payment shall be advanced to Monterey Bay Equestrian Center as follows. A deposit is not required at the time of receipt of this contract. The balance is due on the day of the event. The total cost for the event is \$550.

Cancellation Policy: We have a 14-day cancellation policy. Please let the stables know in advance of cancellation.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client:

Carey O’Sullivan

Date 4/26/23

On behalf of Monterey Bay Equestrian Center:



Date: 4/26/2023

- | | |
|--|--|
| <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 *National Geographic/Cengage U.S. History Through the Lens* Textbook for Pacific Grove High School U.S. History, grade 11,

DATE: May 4, 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 High School U.S. History textbook *U.S. History Through the Lens (2019)* to be used in grade 11.

BACKGROUND:

Pacific Grove High School is currently using Glencoe's *American Vision (2010)*. This textbook was purchased more than 10 years ago and is not a California standards based textbook. To update our curriculum and provide a more modern perspective, the Pacific Grove High School social sciences department identified U.S. History as a priority for a textbook purchase.

INFORMATION:

All the work of our district and the curriculum department prioritizes a focus on equity as we seek to provide a diverse experience for students, so all pupils will have a positive, safe, and stimulating experience in our schools. The social science department chose *U.S. History Through the Lens (2019)* because the textbook embodies those ideals while adhering to the California State Standards for U.S. History. Other texts considered by the PGHS social science department were an updated version of the current text *American Visions* by Glencoe, *United States History* by McGraw Hill, and *American History Reconstruction to the Present* by Houghton Mifflin Harcourt. The department met multiple times during department meetings to discuss the strengths and weaknesses of each book. All department members provided input and participated in the process.

U.S. History Through the Lens was chosen over the other programs for several reasons.

- The organization of the material was superior to the other textbooks with easy to access content that reached a sufficient depth of complexity.
- The text is visually appealing in terms of photographs, layout, and special sections.
- The textbook is organized to align with the California State Standards.
- The program contains strong supplementary materials to assist with differentiation and increasing access for a broad range of learners.

This textbook will represent an improvement over the current book because it is better organized to align with the California State Standards, and the book is better suited for 21st century students (readable, powerful visuals, strong review materials, and vast supplementary components). There is a Spanish

edition of the book, and the online program includes reading supports (text to speech, reading level adjustments) to support all learners.

More information about *U.S. History Through the Lens* is available in the overview information that follows this page in the board packet.

Student Resources

- *U.S. History Through the Lens* student textbook
- Online access to student text and support materials for six years
- Spanish edition of the textbook.

Teacher Resources

- *U.S. History Through the Lens* teacher's edition
- Online access to supplemental teaching materials for six years

FISCAL IMPACT:

The cost of adopting these instructional materials is \$17,565 to be paid out of the curriculum department's 2023-2024 instructional materials account. This expenditure will cover six years of implementation.



www.pgusd.org

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, May 4, 2023, pursuant to Education Code Section 60119 and 60422:

PUBLIC DISCLOSURE OF *US History: American Through the Lens -* *California Edition* **for Pacific Grove High School** **11th Grade History**

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 *US History: American Through the Lens - California Edition* textbook are available for public viewing beginning Monday, April 24, 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 24, 2023

U.S. HISTORY

America Through the Lens

1877 to the Present



Empowering Students to Identify as Global Citizens

With currency and relevance at the forefront, National Geographic U.S. History *America Through the Lens* views history as the study of identity, connecting the physical environment and historical events to students' lives and fostering empathy for diverse peoples, cultures, and ideas. Authentic National Geographic content brings history to life.



A comparative timeline at the beginning of each unit places events in U.S. history alongside events in world history.

Comparative Timeline, 1877 to the Present, pp. 96-97

History is contextualized and presented with a global perspective.

Armed with empathy for the world's peoples and their cultures, students are empowered to experience their unique place in history and apply their own strengths as global citizens.



A GLOBAL PERSPECTIVE Today, farmers' cooperatives, like those that arose in the late 1800s in the United States, have been established in countries all over the world. In this photo, African farmers belonging to the Orinde Farmers' Cooperative Society in Kenya sort coffee beans on a drying bed. About 700,000 small-scale farmers belong to more than 500 cooperatives in Kenya. These agricultural cooperatives help create jobs and provide training and financial help for members.

To help resolve their economic grievances, farmers in local *granges*, or lodges within an alliance, banded together and formed **cooperatives**. **Cooperatives** are organizations run and funded by their members. Each farmer contributed funds into a pool of money, which the cooperative then used to buy seeds and equipment. The larger the order for goods or services, the easier it was to negotiate a good price. The cooperatives also demanded lower shipping and storage rates from railroads and loans at lower interest rates from banks.

One of the most significant problems farmers faced was selling crops at harvest time when there was an overabundance of agricultural products. As you've learned, this overabundance kept the prices of the goods low. To address this problem, Charles Macune came up with the **subtreasury system**, whereby the government set up storage sites, or **subtreasuries**, in urban centers. When a farmer deposited a crop in the silo, the government would loan the farmer a percentage of the crop's value to buy new seeds for the next season at a low interest rate. In 1889, Macune presented his system at a conference

in St. Louis. However, some politicians questioned the constitutionality of having the government lend money to private citizens and refused to support Macune's plan. It was never put into practice.

African-American farmers, who were banned from joining the mostly white Farmers' Alliances, formed the **Colored Farmers' National Alliance** in 1886. At its peak, about 250,000 African-American farmers belonged to the alliance. However, in 1891, the Colored Alliance went on strike, refusing to pick cotton unless landowners increased their wages. Ben Patterson of Arkansas organized the strike, which resulted in the lynching of 15 strikers, including Patterson himself. After that incident, the Colored Alliance soon dissolved.

THE POPLIST PARTY
In time, the Farmers' Alliances began to push their ideas forward more forcefully on the political stage. But they wanted an alternative to the Republican and Democratic parties, both of which they believed had failed to support their interests. In 1892, Alliance leaders formed a third political party, known as the

People's Party or the Populist Party. **Populism** is the belief that ordinary people should control government rather than a small group of wealthy, elite politicians. Populists called for a government that would serve "the plain people." While the populists' political platform promoted subsidies and called for regulations against businesses that charged farmers unreasonable rates for storage and shipping, it also supported workers' rights, specifically an eight-hour workday. A woman named Mary Elizabeth Lease became a powerful advocate for the Populist Party. Lease had gained prominence when she joined Kansas farmers in a revolt against high mortgage rates and raised shipping costs, declaring that farmers should "raise less corn and more hell."

Although the farmers of the South and the West grew different crops and had different cultures, they had common concerns. For a time, they joined together in the Populist Party. The populists' most well-known concern revolved around the issue of silver coinage. At the time, American currency was backed by gold. The **gold standard** required the U.S. government to only print an amount of money equal to the total value of its gold reserves. Strictly following the gold standard kept a limited amount of currency in circulation, which, in turn, kept the economy from growing, even though the nation's population was rapidly expanding. The only way the United States could distribute more money was to obtain more gold. The limited number of dollars in circulation affected the value of each one. Farmers found they had to work harder to maintain the same level of income. As a result, they looked for ways to inflate the currency—that is, put more dollars into circulation—and help lift themselves out of debt.

With an abundant supply of silver from mines in the West, the Populist Party supported the **free silver movement**. According to the plan proposed, anyone holding silver could have it melted into U.S. coins for a small fee, and the coins could then be placed into circulation, introducing free silver with the existing currency would increase the money supply and inflate prices substantially. In 1896, the Democratic nominee for president, **William Jennings Bryan**, supported the free silver platform. The Republican nominee, **William McKinley**, was for the gold standard. Although the populists had united farmers in the South and the West throughout the early 1890s, farmers threw their support behind the Democrats. When the Populist Party as a whole supported Bryan, its members joined the Democratic Party. The Populist Party came to an end.

PRIMARY SOURCE
At the Democratic Convention in 1896, William Jennings Bryan gave a fiery speech in support of free silver that came to be known as the "Cross of Gold" speech. In this excerpt from the speech, Bryan compares the gold standard to the crown of thorns Christians believe was placed on Jesus' head before he was crucified.

If they dare to come out in the open field and defend the gold standard as a good thing, we shall fight them to the uttermost, having behind us the producing masses of the nation and the world. Having behind us the commercial interests and the laboring interests and all the toiling masses, we shall answer their demands for a gold standard by saying to them, you shall not pass down upon the back of labor this crown of thorns. You shall not crucify mankind upon a cross of gold.

—from William Jennings Bryan's "Cross of Gold" speech, 1896

As it turned out, Bryan lost the 1896 election because of his free silver platform. Unlike farmers in other regions, those in the Northeast didn't pay high prices to warehouse their crops. Northeastern farmers lived near urban centers and shipped their crops short distances. Thus, these farmers did not support Bryan's economic ideas. Neither did the richest people in the nation. Proponents of free silver faced strong opposition from railroads, banks, and business owners who had almost all of the nation's wealth and who feared their interest rates would fall substantially with Bryan as president. The Republicans also convinced voters to turn against Bryan by tanning him as a man who would lead to inflation. As a result, McKinley won the presidential election, and the gold standard remained in place until 1933.



A GLOBAL PERSPECTIVE Today, farmers' cooperatives, like those that arose in the late 1800s in the United States, have been established in countries all over the world. In this photo, African farmers belonging to the Orinde Farmers' Cooperative Society in Kenya sort coffee beans on a drying bed. About 700,000 small-scale farmers belong to more than 500 cooperatives in Kenya. These agricultural cooperatives help create jobs and provide training and financial help for members.

Art and artifacts make the past visible in the present day.

2.3 CURATING HISTORY
THE FIELD MUSEUM
CHICAGO, ILLINOIS

The Field Museum of Natural History arose as a result of the World's Columbian Exposition, an international fair held in 1893 in Chicago. The fair celebrated the 400th anniversary of Christopher Columbus's landing in the so-called "New World" in 1492. Its exhibits showcased the development of civilization, with a focus on American cultures.

Leading citizens of Chicago established the Field Museum in 1893 to commemorate the exposition and house its exhibits, which included an extensive collection of Native American artifacts. Over time, the Field Museum developed into a renowned natural history museum, covering such fields as anthropology, botany, zoology, and geology.

"The wonderful thing about museums is that you can interact directly with other cultures—ancient and modern—through their artifacts."
 —Bill Parkinson, Associate Curator

The White City
 This postcard from the Columbian Exposition shows the "White City," which showcased the fair's main exhibition buildings. Painted white, these buildings housed exhibits of industrial technology, agricultural production, and the art. Running at a right angle to the White City was the Midway Plaisance, a mile-long avenue with the exhibits of entertainment and many cultures. The Midway was intended to represent humanity's progress toward the "best" civilization of the White City.

Columbian Exposition
 Tickets cost 50 cents for adults and 25 cents for children under 10.

How might a "tea display" have been perceived differently by performers and spectators?

How might a "tea display" have been perceived differently by performers and spectators?

Keokuk Transformation Mask
 Known for their painted carvings, the Keokuk originally lived in what is now British Columbia, Canada. This Keokuk carving is a transformation mask, which can be carved by strips to reveal another image. Shown in the opposite position, this mask represented a Shaman, a priest believed to have magic powers. The Keokuk thought a transformation mask represented the great change believed to occur when a man was transformed from a human to a particular animal.

Formed from thin, flat copper, this fish would have characteristics of two different species native to the Mississippi River system.

Howwell Copper Fish
 The Field Museum has one of the world's largest collections of artifacts from the Howwell culture, which flourished more than 2,000 years ago in what is now southern Ohio. Most of the museum's collection comes from an excavation that was undertaken specifically to obtain Native American artifacts for the Columbian Exposition. The Howwell culture produced especially fine networks, as represented by this copper fish.

124 CHAPTER 5 **Expansion and Conflict in the West 125**

Curating History invites students to engage with leading museums and explore our history through art and artifacts.

Curating History, 1877 to the Present, pp. 124-125

Look through a window into bygone times.

ARCHAEOLOGY SITES ACROSS THE COUNTRY

The following sites involve the scientific study of archaeology on the map—the world map, that is. You might be interested to learn about heritage or archaeological projects right in your own backyard. The map on this page is for illustrative purposes only. The red lines on the map indicate the location of the sites. The red lines on the map indicate the location of the sites.

County, Washington
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

Little Bighorn River, Montana
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

San Juan Islands, California
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

U.S. Army, Fort Baker, Texas
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

World Trade Center, New York
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

Chickasaw Mounds, Illinois
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

Roanoke, Virginia
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

Fort Mifflin, Pennsylvania, Florida
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

The Aztec, San Antonio, Texas
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

Indigenous Archaeological Resources, Pennsylvania, Florida
 A large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest. It is a large, multi-layered archaeological site, this site is one of the most important in the Pacific Northwest.

12 CHAPTER 5 **Technology and U.S. History 13**

Archaeology Sites Across the Country, 1877 to the Present, pp. 92-93

Witness history as it is reimagined for modern audiences.

AMERICAN STORIES NATIONAL GEOGRAPHIC

THE WILD WEST

In the 1950s and 1960s, you couldn't flip through the television channels during prime time without seeing at least one Western—a fictional series about the American West set in the late 1800s. Movie screens were also filled with images of scheming outlaws pursued by handsome, heroic lawmen, and cool, confident cowboys protecting herds from cattle thieves. In other words, the Wild West lived and breathed through the entertainment industry, and the American public loved it.

124 CHAPTER 5 **Expansion and Conflict in the West 125**

American Stories, 1877 to the Present, pp. 100-101

Examine human impact locally, globally, and historically.

1.2 GEOLOGY IN HISTORY

MAIN IDEA A huge underground reservoir of water allows the farmers of the Great Plains to water their crops.

HOW GEOLOGY WATERS THE GREAT PLAINS
 by Andrea Ruiz, National Geographic Explorer

Fresh water is one of our most rare and precious resources. We can't survive without it. Thanks to modern plumbing and water purification technologies, about 99 percent of Americans can get water right from the tap, but the ease of access is misleading. Only about 3 percent of Earth's water is fresh, and most of this water is locked away in ice caps and glaciers. Of all the water on Earth, less than 1 percent is available to humans as usable fresh water.

FROM THE GREAT AMERICAN DESERT
 Most Americans get their water from their surface or groundwater resources. Combined bodies of water that can be tapped to provide water to the surface, some of it comes in the form of rivers and streams. The water that flows in rivers and streams is called surface water. The water that flows in the ground is called groundwater. Groundwater is water that is stored in the pores and fractures in rocks and sediments in the ground. It is called groundwater because it is hidden from view. The groundwater that flows in the ground is called groundwater. The groundwater that flows in the ground is called groundwater.

TO AMERICA'S BREADBASKET
 These arid, soil-rich lands have become part of America's breadbasket by the 1950s. For the past 100 years, water has been steadily collected in the Ogallala Aquifer. The Ogallala Aquifer is a large underground reservoir of water that stretches across eight states. It is one of the world's largest aquifers. The Ogallala Aquifer is a large underground reservoir of water that stretches across eight states. It is one of the world's largest aquifers.

THINK LIKE A GEOLOGIST
IDENTIFY MAIN IDEAS AND DETAILS Why are aquifers important to humans?
DRAW CONCLUSIONS Why is the fact that early settlers were unable to fully tap into the Ogallala Aquifer beneficial to farmers today?
ANALYZE ENVIRONMENTAL CONCEPTS What human practices in the 1950s altered the natural processes within the Ogallala Aquifer?

CRITICAL VIEWING Center-pivot irrigation systems, widely used to distribute water from the Ogallala Aquifer, operate equipment and sprinklers that rotate around a central point, or pivot, giving farm fields this circular pattern. How might this current form of irrigation be more efficient than others in this region?

110 CHAPTER 5 **Expansion and Conflict in the West 111**

"How Geology Waters the Great Plains," 1877 to the Present, pp. 110-111 PGUSD

Geology in History lessons encourage students to consider history from an interdisciplinary perspective.

THINK LIKE A GEOLOGIST

- IDENTIFY MAIN IDEAS AND DETAILS** Why are aquifers important to humans?
- DRAW CONCLUSIONS** Why is the fact that early settlers were unable to fully tap into the Ogallala Aquifer beneficial to farmers today?
- ANALYZE ENVIRONMENTAL CONCEPTS** What human practices in the 1950s altered the natural processes within the Ogallala Aquifer?

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110 CHAPTER 5 **Expansion and Conflict in the West 111**

Celebrating Cultural Heritage and Diversity Through National Geographic Content

National Geographic U.S. History *America Through the Lens* is immersive, inclusive, and intentional. Modeling culturally responsive teaching, *America Through the Lens* reaches students from a variety of perspectives.

AMERICAN STORIES NATIONAL GEOGRAPHIC

ALL THAT JAZZ

270 CHAPTER 9

1.8 Discuss forms of popular culture with emphasis on the origins and geographic diffusion. Analyze and create forms of popular culture.

CRITICAL VIEWING The Preservation Hall Jazz Band is a contemporary jazz ensemble formed in 1943 with the aim of preserving the original spirit of New Orleans jazz. The band takes its name from Preservation Hall, a music venue located in New Orleans' French Quarter. Based on this photograph, what musical instruments appear in a typical jazz band?

It seems that every generation chooses to rebel against previous ones, partly through the rhythms and melodies of new styles of music. In the 1950s and 1960s, the rebellious music of choice was rock and roll, described as "savage music" in an advertisement by the Citizens' Council of Greater New Orleans. In the 1980s and 1990s, rap and hip-hop came

1.3 GEOLOGY IN HISTORY
MAIN IDEA Caves provided shelter for early humans and served another role thousands of years later: a place to locate speakeasies during Prohibition.

HOW GEOLOGY KEPT THE '20S ROARING

By Andrea Riess, National Geographic Explorer

A cave may not be where you choose to hang out with friends, but in the 1920s, caves had their attractions. For one thing, they made good hiding places. For another, in some of them, alcohol was served.

FINDING THE PERFECT SPEAKEASY
For many people during the 1920s, hiding out and drinking were both important considerations. As you have read, the 18th Amendment, popularly known as Prohibition, had passed, making the sale, production, importation, and transportation of alcoholic beverages illegal. Household consumption of the beverages was still legal, but unless people made their own, they had no way of getting a drink—except illegally of course.

One of the best places to buy legal alcoholic drinks was at a speakeasy. The word speakeasy suggests the need to whisper, and that's just what people often had to do to get into one of these establishments. Some required a password, others a secret knock or handshake. But these precautions didn't stop the

secret passageways to be carved into the rock. And, with their thick walls, caves are insulated from the weather and so maintain near-constant temperatures all year round. As a result, speakeasies in caves were cool in the summer and relatively warm in the winter.

During Prohibition, these amenities attracted customers to the speakeasy at the Loughlin Cavern in Burnet, Texas, not far from the state capital of Austin. With its spacious dance room and dining area, the speakeasy provided a fairly respectable setting. In contrast, the speakeasy at the De Soto Cavern near Birmingham, Alabama, was known for its violence. Fights and shootings earned the speakeasy the nickname "the bloody bird." Drunken patrons sometimes shot at the cave's **stalactites**—mineral deposits hanging from its ceiling.

THINK LIKE A GEOLOGIST

- 1. READING CHECK** What factors did people look for in a speakeasy?
- 2. ANALYZE ENVIRONMENTAL CONCEPTS** How did the formation of caves lead some people to benefit from this natural process during Prohibition?
- 3. FORM AND SUPPORT OPINIONS** Would you like to explore a cave? Why or why not?

284 CHAPTER 9
1.3 Evaluate the passage of the Eighteenth Amendment to the Constitution for its impact on Prohibition.

American Stories, 1877 to the Present, pp. 270-271

Geology in History, 1877 to the present, pp. 284-285

Explore our identities and roles in broader society. Examine the environmental and social impact of historical events.

CRITICAL VIEWING The top photo shows the Loughlin Cavern in Burnet, Texas, which was converted into a speakeasy during Prohibition, complete with a wooden dance floor. The bottom photo shows the cavern today. What geographic elements shown in these pictures reveal why a cave would make an effective speakeasy?

285 CHAPTER 9
1.3 Evaluate the passage of the Eighteenth Amendment to the Constitution for its impact on Prohibition.

The Jazz Age and Mass Culture 285

National Geographic Explorers and Photographers

Lessons with National Geographic Explorers present their contributions to the historical and scientific record.

1.5 NATIONAL GEOGRAPHIC EXPLORER LESLIE DEWAN

MAIN IDEA Leslie Dewan is developing a safer, cleaner alternative to traditional nuclear power.

A NEW SOURCE OF ENERGY
From the beginning of history, humans have used the sun's power to heat, dry, and cook. In the 1950s, people turned to coal for energy. The sun provides the most abundant source of natural gas and petroleum. But as you have learned, the coal, oil, and natural gas are nonrenewable energy sources. Burning them has led to some negative impacts on our planet, including air, land, and water pollution. Using cleaner energy sources is a must for the environment.

Although fossil fuels are still used in cars, we still harness the power of the sun, wind, water, and geothermal sources more than ever before to generate power and electricity. Leslie Dewan, an MIT-based nuclear engineer, National Geographic Explorer, and environmentalist, would like to add nuclear power to the list, but with a change. The impact on people and the environment that resulted from nuclear disaster at power plants, including those like the one in the United States, Chernobyl in the Ukraine, and Fukushima in Japan, leaves many uneasy. This fear of nuclear power is just too dangerous.

Scientists have figured out how to generate nuclear power about 70 years ago. It isn't exactly at the cutting edge of technology. Coal, oil, and natural gas and nuclear reactors to generate electricity. At that time, the focus was not on reducing carbon dioxide emissions, but on getting energy independence from other countries.

As you have read, nuclear technology was used during the Cold War to create weapons of mass destruction. The Cuban Missile Crisis brought the world's attention to nuclear weapons.

HISTORICAL THINKING

- 1. READING CHECK** What problem is Dewan attempting to solve with her development of new nuclear reactor technology?
- 2. ANALYZE ENVIRONMENTAL CONCEPTS** How might nuclear technology affect the environment in both positive and negative ways?

588 CHAPTER 9
1.5 Evaluate the passage of the Eighteenth Amendment to the Constitution for its impact on Prohibition.

1.5 The Three Mile Island nuclear power station, Pennsylvania had the most serious incident in U.S. history today, but most sources of radioactive material found no health effects on plant workers or the public.

nuclear submit their instead of developing one better suited to land. None of the reactors still in use in the country today are submarine reactors.

SAFER NUCLEAR REACTORS
That's where Dewan comes in. She's developing a safer, more efficient alternative to today's nuclear reactors, and she's. To work to create with new technology that makes the good elements of nuclear power but leaves out the bad. Dewan and her colleagues, MIT Fellow, developed a new nuclear reactor and reactor, initially intended for nuclear-powered airplanes. They have been working on it since before they had their first nuclear reactor in energy reactors, and produce energy to power the world by the oceans. Dewan hopes to develop a prototype by 2020 and a commercial reactor by the 2030s.

Currently, nuclear power provides 10 percent of the world's electricity and 40 percent of the world's heat. The technology Dewan believes will generate all across the world away from fossil fuels and other

588 CHAPTER 9
1.5 Evaluate the passage of the Eighteenth Amendment to the Constitution for its impact on Prohibition.

National Geographic Explorer, Leslie Dewan, 1877 to the Present, pp. 580-581

CRITICAL VIEWING Jimmy Chin is a professional mountaineer and filmmaker. He has climbed some of the world's most dangerous mountains. He has also explored some of the world's most beautiful places. He has been a National Geographic Explorer since 2009. He has also been a National Geographic Explorer since 2009.

328 CHAPTER 9
1.5 Evaluate the passage of the Eighteenth Amendment to the Constitution for its impact on Prohibition.

Through the Lens, Jimmy Chin, 1877 to the Present, pp. 328-329

Take a look at our nation through the lens of National Geographic photographers. Witness the story as it is still being told.

Approaching Learning through Inquiry

National Geographic U.S. History *America Through the Lens* places students at the center of their learning by empowering them to create a plan, collaborate with others, and emerge with a solution that can be articulated and shared.

CHAPTER 5
EXPANSION & CONFLICT IN THE WEST
1877–1900

HISTORICAL THINKING How did expansion alter the West and its native populations?

AMERICAN STORIES The Wild West

SECTION 1 The Changing Frontier
SECTION 2 Broken Treaties and War

AMERICAN GALLERY The Battle of the Little Bighorn

“These soldiers cut down my timber; they kill my buffalo; and when I see that, my heart feels like bursting.”

—Chief Satanta of the Kiowa

HISTORICAL THINKING How did expansion alter the West and its native populations?

National Geographic photographer Jim Brandenburg captured these wild American bison crossing the prairie near the Missouri River in South Dakota. In the first half of the 19th century, millions of bison roamed freely over North America. During the second half of the century, however, their numbers fell sharply, in part because settlers pushed westward, and farmers and ranchers killed off many of the animals. By the early 20th century, only a few hundred wild bison remained in North America.

Each chapter opens with a two-page image and a quotation that invite the student to engage in historical thinking.

Critical Viewing and Historical Thinking questions focus on text evidence and build analytical skills required for historical reasoning.

Chapter 5 Introduction, 1877 to the Present, pp. 98–99

Exercises in the **History Notebook** provide additional opportunities to engage in inquiry.

Unit Inquiry Projects guide students to gather text evidence, synthesize a response, and present their results.

Document-Based Questions are found throughout the program.

NATURE FOR EVERYONE

by Gary Stratos

CONNECTION

National Geographic Explorer Helen Headrick developed a reputation as “queen of the forest” for her expertise in the field. She led the way in the study of nature and environmental science. In a new way from the 1950s, she brought her knowledge of the natural world to environmental settings. In a new way from the 1950s, she brought her knowledge of the natural world to environmental settings. In a new way from the 1950s, she brought her knowledge of the natural world to environmental settings.

UNIT INQUIRY: Produce a Documentary

In this unit, you learned about the changes that occurred in the United States in the late 1800s and early 1900s. From the displacement of Native Americans on the western frontier to the effects of immigrants into the growing industrial cities of the Northeast and Midwest, these changes produced a wide range of social, political, and economic problems. Writers and photographers documented the problems to call public attention to them.

REQUIREMENTS

Prepare the role of a reporter and produce a short documentary that examines an important problem in American history between 1877 and 1900. Topics include poverty, child labor, substandard housing, unsafe working conditions, and political corruption in city governments. Explain the causes and effects of the problem and outline proposed solutions. Be prepared to present your documentary to the class.

REQUIREMENTS

Plan the documentary on your own or with a partner. Identify its causes and effects, describe important events, and conclude by stating the importance of the events. Review the script or necessary. Consider your audience, and make sure to address the most significant points of the problem and solution. Choose photographs and other graphics from books and online sources to help convey your main points. Write the script and produce the documentary.

PRESENT Show your documentary to the class. You might consider one of these options:

- Post the documentary on a class website and invite your classmates and friends to view it. Write answers to show the feedback and questions you receive.
- Present to the class. Explain your documentary to the class and answer their questions. Discuss which explanation best agrees with the text evidence provided to include in your documentary. Take notes using a graphic organizer like this one.

LEARNING FRAMEWORK ACTIVITIES

Write a Position Statement

LEARNING FRAMEWORK ACTIVITIES

Plan a Protest

LEARNING FRAMEWORK ACTIVITIES

National Geographic Connection, p. 222; Unit Inquiry Project, p. 223

1.3 DOCUMENT-BASED QUESTION

FOR OR AGAINST WOMEN'S SUFFRAGE?

From its beginnings in the 1840s to the start of the Progressive Era in the 1890s, the women's suffrage movement grew dramatically. Nevertheless, many Americans remained firmly opposed to the idea of extending the franchise to women. For every argument offered by suffragists, the anti-suffragists had a counterargument.

On November 2, 1915, voters in Massachusetts did something many had said would never happen: their state constitution to grant the vote to women. The proposal passed before even part of the state had publicly approved to do so. In both states, the vote was cast by a narrow margin of 17,000 votes in New York, and by a 1-1/2 margin in Massachusetts. In another referendum 2 years later, voters in New York finally granted the franchise to women, becoming the 19th state to do so. Massachusetts voters did not make the right vote until the 19th Amendment was ratified in 1920.

CRITICAL VIEWING In 1915, the cartoon shows a man, a woman, and a child. The woman is holding a sign that says “VOTES FOR WOMEN.” The man is holding a sign that says “VOTES FOR MEN.” The child is holding a sign that says “VOTES FOR WOMEN.” The man is saying, “I don't want you to vote.” The woman is saying, “I want to vote.” The child is saying, “I want to vote.”

DOCUMENT ONE

Primary Source Letter

From the National Woman's Party, 1915. The letter is addressed to the National Woman's Party, 1915. The letter is addressed to the National Woman's Party, 1915. The letter is addressed to the National Woman's Party, 1915.

DOCUMENT TWO

Primary Source Pamphlet

From the National Woman's Party, 1915. The pamphlet is addressed to the National Woman's Party, 1915. The pamphlet is addressed to the National Woman's Party, 1915. The pamphlet is addressed to the National Woman's Party, 1915.

CONSTRUCTED RESPONSE

What do the 12 reasons do for you? Would you have the strongest impact on readers, and why?

CONSTRUCTED RESPONSE

What do you think is meant by “partial vote”? Do the 10 reasons, and why would some consider it a disadvantage?

LEARNING FRAMEWORK ACTIVITIES

Write a Position Statement

LEARNING FRAMEWORK ACTIVITIES

Plan a Protest

LEARNING FRAMEWORK ACTIVITIES

Document-Based Question, 1877 to the Present, pp. 194–195

Providing Universal Access

National Geographic U.S. History *America Through the Lens* meets the rigor of the California standards for grade 11 while making U.S. history accessible for all students. Breadth of content paired with key topics creates opportunities for deep exploration and engagement. Lesson variety and multiple entry points into content accommodate all learners.

Two-page and four-page lessons

U.S. history lessons are approachable and compelling. Highlighted vocabulary words and infographics draw students to key concepts.

Audio Option

Students can listen to the text and follow along.

1.1 MAIN IDEA During the 1870s and 1880s, the United States experienced a second Industrial Revolution distinguished by rapid industrialization and the development of the railroad, steel, and oil industries.

RAILROADS, STEEL, AND OIL

Being able to transport goods and people from coast to coast became a reality in the 1860s with the opening of the transcontinental railroad. This monumental achievement led to an explosion of business and technological innovations.

AN EXPANDING NATION
The invention of the steam engine and the cotton gin in the late 18th century sparked the first industrial revolution in the United States. Technological advances and the growth of railroad transportation brought about a second Industrial Revolution in the second half of the 19th century.

In 1862, two railroad companies began work on the nation's first transcontinental railroad, intent on making it easier to travel and move goods from the East Coast to the West Coast. The work crews of the Central Pacific, including thousands of Chinese immigrants, built eastward from California, and Union Pacific crews built westward from Nebraska. They blasted tunnels through mountains, constructed bridges over rivers, and laid 1,716 miles of track before connecting the railroad lines in Utah in 1869. The transcontinental railroad enabled overland commerce from coast to coast, accelerating industrialization and affecting every aspect of American society.



CONSOLIDATING POWER
Entrepreneurs, or people who accept risk in starting a business, found that they could pool capital with partners to create security. As workers built the railroads, businessmen built **corporations**, companies or groups of people that invest in a business and then share its profits. The many investors that make up a corporation provide access to large amounts of capital. Such access is useful, and even necessary, for large industries. Large corporations were able to accumulate cash reserves, enabling them to weather a **depression** that began in the 1870s, as well as several **recessions** in the 1880s. A depression is a severe and long-term economic decline in which many businesses fail, industrial output is reduced, and unemployment is high. A recession, often part of a normal business cycle, is a shorter-lasting downturn.

While some business owners were largely immune to economic fluctuations, downturns affected workers substantially. As corporations hired more and more people, when the economy faltered, more workers lost their jobs. The perceived economic progress of the late 19th century was repeatedly disrupted by prolonged periods of decline as the country suffered a number of economic recessions during the intense boom-and-bust cycles.

Entrepreneurs generated levels of wealth not imagined before, even in spite of economic ups and downs. People began to question the practices of industry executives and owners. For example, railroad owners **Cornelius Vanderbilt** and **Jay Gould** had reputations for treating competitors ruthlessly. Their behavior earned them the negative description of "**robber barons**," or businessmen who sought to buy out their competitors and who conspired to set prices, enriching themselves, but often violating state laws. Such practices eventually enabled larger railroad companies to consolidate and control even more of the railroad business, forming the nation's first industrial giant.

In response, states set up commissions, or agencies composed of experts, to investigate the railroads' practices and settle issues of rates, finance, and

Over the next 25 years, the country added four more transcontinental rail lines, and railroad companies employed tens of thousands of employees. Goods such as coal and industrial machinery moved from one part of the country to another on a nationwide network of railroads. Special railroad cars transported food and livestock. Railroads became the nation's first big business.

service. Railroads rejected such oversight, and in the mid-1870s, the Illinois commission was challenged in the Supreme Court case *Munn v. Illinois* by a grain warehouse. The firm argued that it could set its own storage and railroad rates. Regulations that varied from state to state violated its 14th Amendment right to equal protection. But the court upheld the right of a state to regulate private industries that affect public interest and all railroads. In 1887, Congress passed the **Interstate Commerce Act**, establishing a commission to investigate complaints and sue companies that violated its regulations.

CARNEGIE'S EMPIRE
As the railroad industry grew, it created a demand for more steel for railroad tracks and train parts. As a result, the steel industry vastly increased its production between 1877 and 1890 alone. The main technology for steel production was the **Bessemer process**. In this process, workers forced air through molten pig iron to remove impurities. Doing this first made the process of adding carbon to transform the iron into steel cheaper and more efficient.

Andrew Carnegie became the dominant figure in the steel industry. To build his empire, Carnegie adopted the strategy used by **Gustavus Swift** in the meatpacking industry: **vertical integration**, or the control of all phases of production from start to finish. Carnegie purchased the mines to gather raw materials, bought boats and railroads to transport materials, built and controlled the steel mills, and developed a sales force to sell his products. By employing vertical integration, Carnegie maximized profits by not having to pay outside companies.

In dealing with his competition, Carnegie employed **horizontal integration**, which means he purchased other companies to reduce the number of competitors. Carnegie's use of horizontal integration allowed him to come close to achieving a **monopoly**, or exclusive control over, the steel industry.

Carnegie believed the ability to create wealth came naturally for some people because the natural order of society determined that some people would be wealthy while others would be resigned to poverty. His assumptions derived from a misapplication of Charles Darwin's theory of evolution, which states, in part, that the fittest animals and plants survive to reproduce and pass on their genes, while the less fit die off. British writer **Herbert Spencer** applied Darwin's theory to human society in a new philosophy. According to the ideas of **Social Darwinism**, wealthy individuals, who represented the fittest of humans, were destined to survive and succeed.

138 CHAPTER 6

11.2 Analyze the similarities and differences between the Ideologies of Social Darwinism and Social Gospel pp. 140-141
Illustration of William G. Sumner. © J. S. Gardner, Design 1, iStockphoto

Industrial America 139

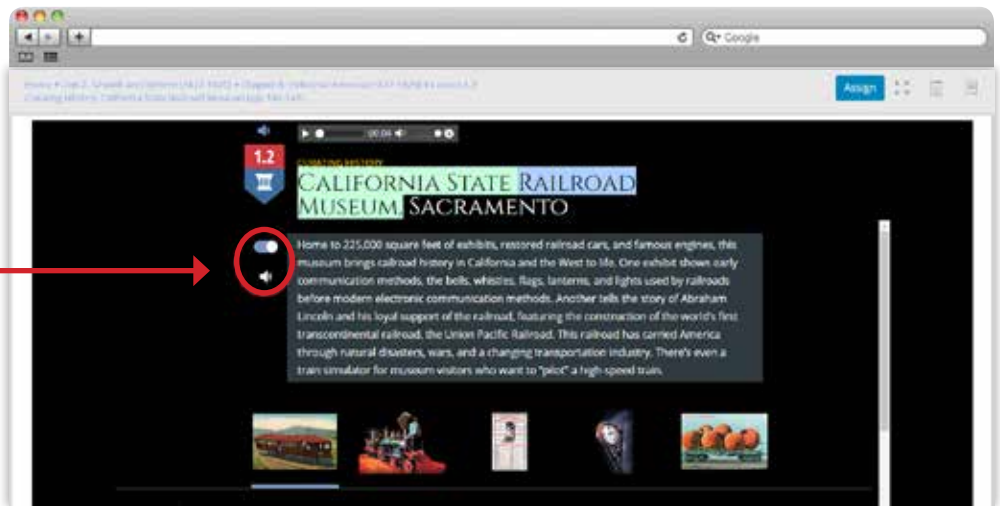


"Railroads, Steel, and Oil," 1877 to the Present, pp. 138-139

Modified Text

Modified Text provides access for striving readers with the same content at two levels.

Toggle on and off to control Modified Text.



Offering Rich Instructional Resources

Bundles of digital and print materials provide the flexibility that teachers need in today's classroom.

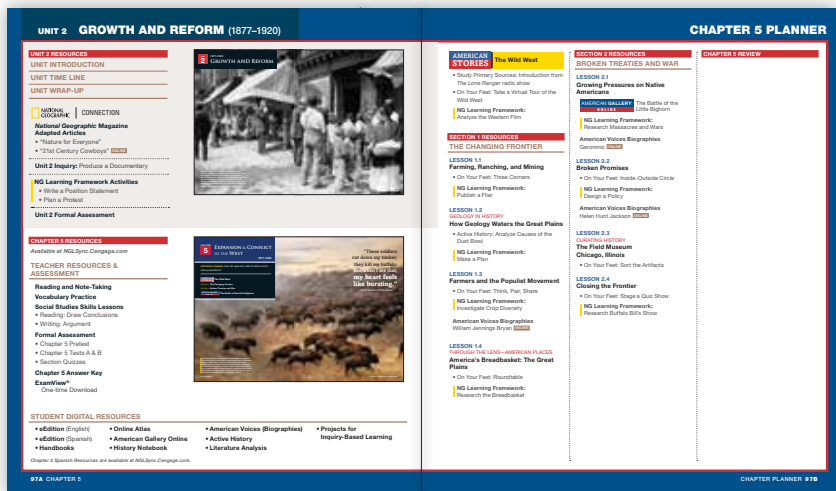
Print Teacher's Edition Features include:

- Strategies for differentiation in every chapter
- Wrap-around instruction
- Options for active and project-based learning
- Additional content questions and background information
- Planning and pacing of student lessons and assessment

Digital Teacher's Edition Features include:

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- A bank of summative and formative assessments
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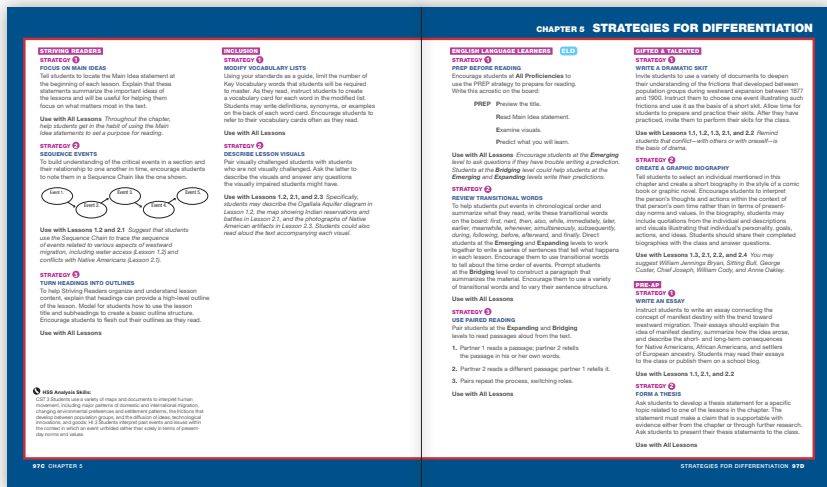


Chapter Planner, Teacher's Edition, pp. 97A-97B



Chapter Navigation View (Digital)

Teaching strategies are found inside every chapter in both the print and digital California Teacher's Editions.



Strategies for Differentiation, Teacher's Edition, pp. 97C-97D



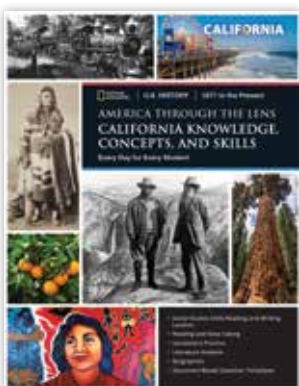
Lesson Navigation View (Digital)

Informing Teaching and Learning through Assessment

Formative and summative assessments inform teaching and learning and measure students' progress.

- **Document-Based Questions** provide practice working with primary and secondary source materials.
- **End of Chapter Reviews** revisit the main ideas, key vocabulary, skills, concepts, and connections.
- **Formative Assessments** allow teachers to monitor students' progress, make accommodations, and tailor instruction to individual students.
- **eAssessment** is available.

Assessment Purpose	Assessment Type	Print	PDF Download	Digital
Formative	Historical Thinking Questions	●		●
Formative	Critical Viewing Questions	●		●
Formative	Social Studies Skills Lessons		●	●
Formative	Vocabulary Practice Activities		●	●
Formative	Guided Discussion Questions	●		●
Formative	Reading and Note-Taking Activities		●	●
Formative	On Your Feet Activities	●		●
Formative	Section Quizzes		●	●
Formative	Write About History Activities	●		●
Formative	NGL Learning Framework Activities	●		●
Formative	Chapter Reviews	●		●
Summative	Chapter Tests at two levels		●	●
Formative	History Notebook Activities	●		●
Formative	Document-Based Questions	●		●
Summative	Unit Tests		●	●
Formative	Unit Inquiry Projects	●		●
Formative	Pretests	●	●	●



California Knowledge, Concepts, and Skills Workbook

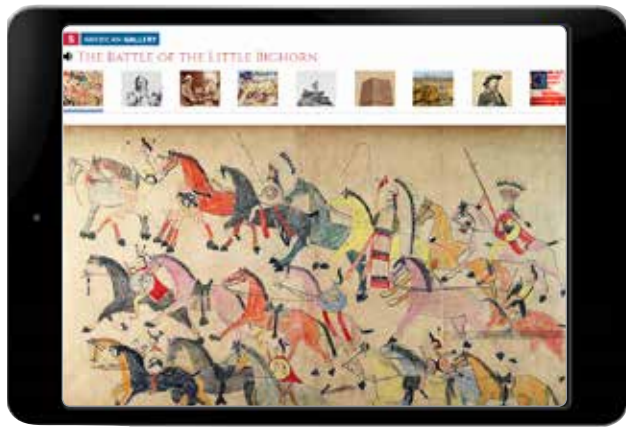
This California Workbook includes:

- Reading and Writing Lessons
- Reading and Note-Taking Skills Practice
- Vocabulary Practice
- Biographies
- Document-Based Question Templates

Transforming Learning through Digital Access

National Geographic Learning’s digital platform, MindTap™, provides a personalized learning experience for all California students and an array of resources for the teacher to promote better learning outcomes. It is fully available on all devices and has been specifically designed to meet the needs of California high school teachers and their classrooms.

Teachers and students access the digital platform via a single sign-on from school or at home.



Digital resources are designed to enhance learning and increase comprehension.

Digital Student Resources Include:

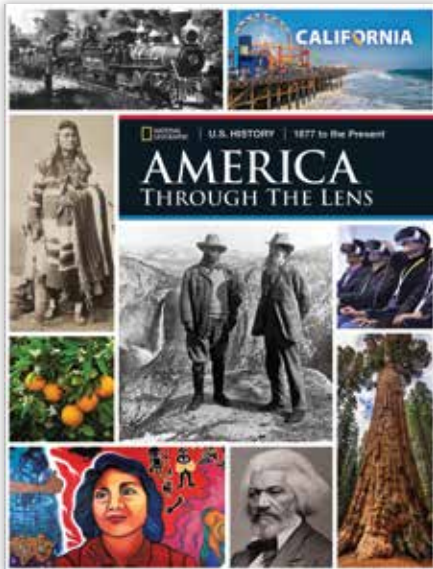
- Digital version of the Student Edition and content handbooks
- Deeper Dives into U.S. History topics
- Modified Text tool with audio playback
- Pop-up vocabulary features
- National Geographic Explorers and “Reid on the Road” video series
- Online assessments
- American Galleries
- American Stories
- Student Handbooks
- Note-taking features

Digital Teacher Resources Include:

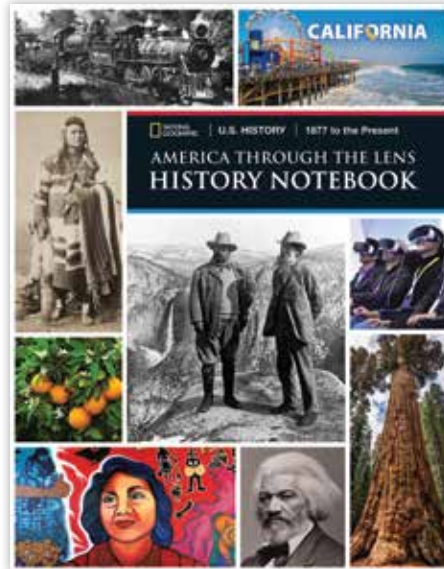
- All of the student materials
- Digital Teacher’s Edition
- Lesson plans and teaching strategies
- Keyword search tool
- California Standards correlation tool (search by keyword or by standard)
- Assignment/Assessment feature
- Gradebook

Student Program Components

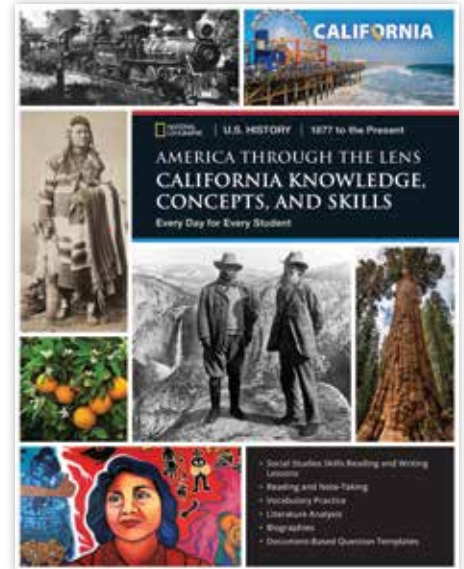
National Geographic U.S. History *America Through the Lens* is available in both print and digital formats.



Student Edition, 1877 to the Present



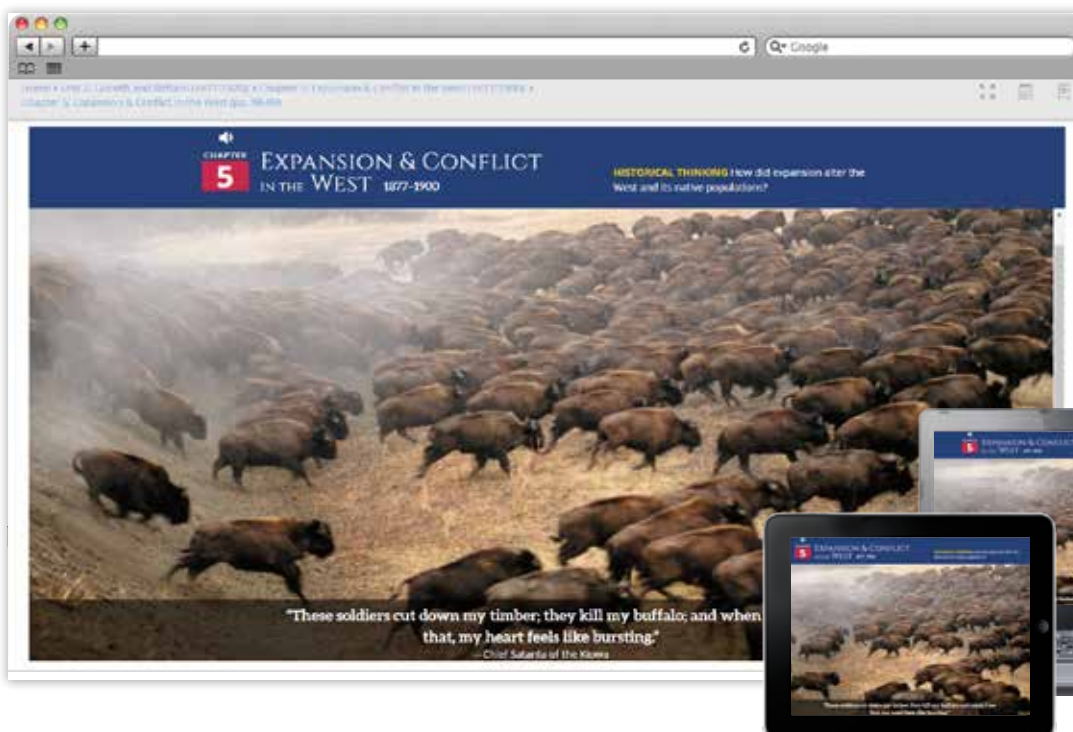
History Notebook, 1877 to the Present



California Knowledge, Concepts & Skills, 1877 to the Present

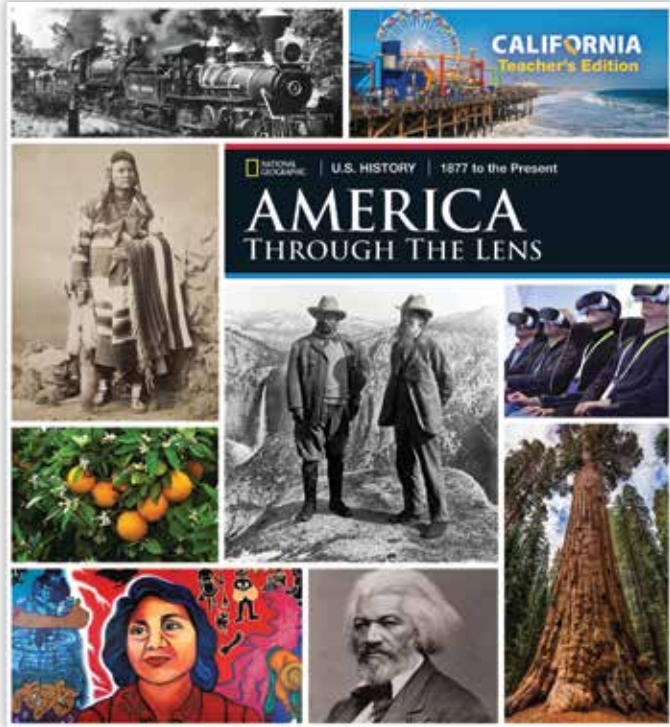
Student Handbooks covering the following topics are available in MindTap™:

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- Economics & Government
- World Religions
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Teacher Program Components

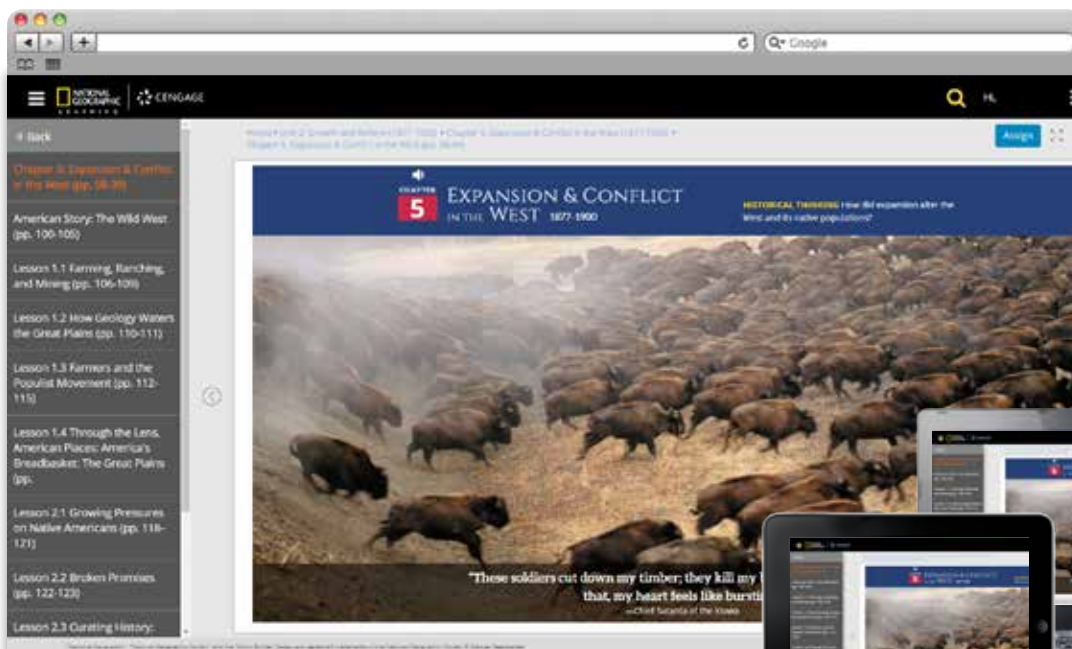
Downloadable, printable supplementary materials are available for National Geographic U.S. History *America Through the Lens*. Supplementary materials are available online, saving valuable time and resources.



Teacher's Edition, 1877 to the Present

Grade 11 U.S. History *America Through the Lens* Supplementary Teacher's Resource Package includes:

- Teacher's Edition
- History Notebook
- California Knowledge, Concepts & Skills Workbook
- California Knowledge, Concepts & Skills Workbook Answer Key
- Lesson Plans and Graphic Organizers
- California Social Studies Assessment contains Chapter Pretests, Section Quizzes, Chapter Tests A & B, Unit Tests, and Answer Key
- California ELA/ELD Connection: Developing Literacy in History contains ELA/ELD Correlation Chart, Student Activities, Teacher Support, and Answer Key



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|---|---|
| <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 type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Adoption of Resolution No. 1106 Proclaiming May 2023 as Asian American Pacific Islander Heritage Month

DATE: May 4, 2023

PERSON RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board of Education adopt Resolution No. 1106 Proclaiming May 2023 as Asian American Pacific Islander Heritage Month.

BACKGROUND:

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

INFORMATION:

Asian American and Pacific Islander Heritage Month (AAPI Heritage Month) is an annual celebration that recognizes the historical and cultural contributions of individuals and groups of Asian and Pacific Islander descent to the United States. the Asian American and Pacific Islander community is an inherently diverse population, composed of more than 45 distinct ethnicities and more than 100 language dialects.

The month of May was selected for Asian/Pacific American Heritage Month because the first Japanese immigrants arrived in the United States on May 7, 1843, and the first transcontinental railroad was completed on May 10, 1869, with substantial contributions from Chinese immigrants.

Pacific Grove Unified School District celebrates Asian American Pacific Islander Heritage Month and recognizes the significant contributions that Asian Americans and Pacific Islanders offer the community at large.

FISCAL IMPACT:

None.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**RESOLUTION No. 1106****Resolution Proclaiming May 2023 as Asian American Pacific Islander
Heritage Month**

WHEREAS, Asian American and Pacific Islander Heritage Month (AAPI Heritage Month) is an annual celebration that recognizes the historical and cultural contributions of individuals and groups of Asian and Pacific Islander descent to the United States; and

WHEREAS, the Asian American and Pacific Islander community is an inherently diverse population, composed of more than 45 distinct ethnicities and more than 100 language dialects; and

WHEREAS, there are approximately 22,000,000 residents of the United States who identify as Asian and approximately 1,600,000 residents of the United States who identify as Native Hawaiian or other Pacific Islander, making up nearly 7 percent of the total population of the United States; and

WHEREAS, California has the largest Asian American population in the United States, and the second highest proportion of Asian American residents after Hawaii; and in the Pacific Grove Unified School District Asian students make up 10.7% of the population, Pacific Islanders make up 0.67% of the student population; and

WHEREAS, the month of May was selected for Asian/Pacific American Heritage Month because the first Japanese immigrants arrived in the United States on May 7, 1843, and the first transcontinental railroad was completed on May 10, 1869, with substantial contributions from Chinese immigrants; and

WHEREAS, Asian Americans and Pacific Islanders have played a key role in American history since the first Chinese immigrants arrived to the United States in the 1850s following the California Gold rush; and

WHEREAS, there are numerous historical Asian Americans and Pacific Islanders contributors to the United States, including activists, actors, architects, athletes, artists, authors, activist, creators, doctors, entrepreneurs, inventors, musicians, performers, political leaders, scientists, singers, writers, and so many more; and

WHEREAS, the Pacific Grove Unified School District celebrates Asian American Pacific Islander Heritage Month and recognizes the significant contributions that Asian Americans and Pacific Islanders offer the community at large; and

NOW, THEREFORE, BE IT RESOLVED, that the Pacific Grove Unified School District Board of Education hereby declare May 2022, as Asian American Pacific Islander Heritage Month in the Pacific Grove Unified School District. We urge all community members to join us in recognizing Asian Americans and Pacific Islanders.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District this 4th day of May, 2023 by the following vote:

AYES: NOES: ABSENT:

Carolyn Swanson, President

Jennifer McNary, Vice President

Elliott Hazen, Board Member

Laura Ottmar, Board Member

Brian Swanson, Board Member
Superintendent

Ralph Gomez Porras,

- | | |
|--|---|
| <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: May 4, 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.

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 a Request for Proposals (RFP) from the following firms to manage the search process for filling the Superintendent position:

1. Leadership Associates
2. McPherson and Jacobson, LLC

The responding firms provided the Board a presentation at the April 20, 2023 meeting for consideration.

FISCAL IMPACT:

Approximately \$20,000 from the General Fund, TBD by Firm selection



Superintendent Search Proposal for



April 17, 2023



449 W. Foothill Blvd., #427
Glendora, CALIFORNIA 91741
(916) 520-4951
WWW.LEADERSHIPASSOCIATES.ORG

ERIC ANDREW ♦ KENT BECHLER ♦ TOM CHANGNON ♦ MARC ECKER ♦ RICHARD FISCHER ♦ SALLY FRAZIER ♦ JUAN GARZA ♦ PEGGY LYNCH ♦ MIKE MILLER ♦ DENNIS SMITH ♦ RICH THOME ♦ SANDY THORSTENSON ♦ DAVID VERDUGO

SENT VIA EMAIL

April 17, 2023

Carolyn Swanson, Board President
Pacific Grove Unified School District
435 Hillcrest Ave
Pacific Grove, CA 93950

Dear President Swanson and Pacific Grove Unified School District Board of Trustees:

Leadership Associates is pleased to submit a proposal to partner with you and your district to select a new superintendent.

Our firm has worked with a wide variety of school districts throughout California since our founding in 1996. Since that time, Leadership Associates has completed more than 650 executive searches in California, with the majority being superintendent searches, for California school boards. More than 85% of the superintendents selected have remained in their positions for more than five years.

Our intentionality to support the diverse student population in California is reflected in our recruitment efforts. We work diligently to ensure the candidate pool includes candidates that have a proven track record of experience in culturally proficient practices that have proven successful in addressing educational equity gaps. In fact, this past year, 63% of the individuals selected by school boards where Leadership Associates led the search were women or persons of color. This approach is made possible through the extensive network of our diverse partners who have expertise leading school systems through an equity lens. We believe this deep commitment has been the key factor contributing to our unparalleled successful placement of high-quality superintendent candidates across the state. We will dedicate ourselves to ensuring you have the finest and most diverse pool of candidates from which to select to serve as your new superintendent. (See equity and diversity statement included in our proposal.)

Our work includes partnering with Boards in several similar and/or nearby districts such as Modesto City Schools and Gilroy, Lompoc Piedmont and Aromas-San Juan unified school districts. Through the continued participation of several of our partners in education organizations such as the California Collaborative for Educational Excellence (CCEE) and the California County Superintendents Association (CCSA), we have remained current on key education policy and system wide developments including Local Control and Accountability Plan (LCAP) and Local Control Funding Formula (LCFF) legislation. We have a strong record of success in helping districts find superintendents who meet the profile developed by the Board with extensive engagement from staff, parent leaders and community led by Leadership Associates.

Through our years of experience, we have come to understand and respect the uniqueness of each board and district. While there are similarities among districts, we believe that each district has a unique culture that is important to respect and understand. There are many good

superintendent candidates but only some will be the right match for your school district. It is our job and our commitment to you to find those candidates that best match your ideals and beliefs as a district.

In considering the uniqueness of Pacific Grove Unified School District, we are aware and respectful of the District's accomplishments and priorities:

- Pacific Grove is a top rated school district with exceptional student achievement in both math and English-Language Arts
- The district is fiscally sound and provides excellent curricular and co-curricular opportunities for all students
- Pacific Grove schools are a safe place for students, staff, and parents to attend
- The parents and community are encouraged to participate in school district activities
- The district is proud of the commitment demonstrated by the certificated and classified staff towards student learning

We would welcome the opportunity to partner with the Board to discuss the search process, including options for staff and community input, an overview of the potential candidate pool, timeline, and the importance of maintaining a confidential process. We also want to obtain from the Board and subsequently from staff, parents and community groups the perspectives on District strengths and challenges as well as the desired qualities and characteristics of the new superintendent. Once this is done, we will prepare a summary report for the Board, develop a position description for Board review, and begin recruiting and vetting candidates who will be an excellent fit for you to choose from to serve as your next superintendent.

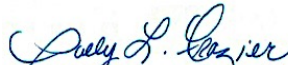
If our firm is selected, Dr. Eric Andrew and Dr. Sally Frazier will be the consultants actively involved with this search. Each is highly experienced in this field and are also former superintendents with many years of experience. In addition, to ensure the widest possible pool of qualified candidates, all partners who are located in various geographical regions of the state will actively support and assist with the search. Profiles of each partner are provided in the Qualification Statement of our proposal. We will use our extensive leadership network at the state and national level to help find the best candidates for this exciting, challenging, and rewarding position.

We look forward to having an opportunity to discuss this proposal with you and address any questions you may have. We realize how important it is for the Board to have a relationship with its search firm that is based on trust and respect. We will be fully committed to you and will provide the Board with high quality candidates who are a good match for the special community that is the Pacific Grove Unified School District.

Respectfully,



Eric Andrew, Ed.D.
Lead Consultant
Leadership Associates



Sally Frazier, Ed.D.
Co-Lead Consultant
Leadership Associates



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Search Firm and Consultant Contact Information



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Sarena Fairington
 Executive Assistant
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PARTNER QUALIFICATIONS

QUALIFICATIONS OF LEAD CONSULTANTS

Eric D. Andrew, Ed.D. – Partner

Dr. Andrew began his education career in 1979 as a teacher in Claremont Unified School District, where he taught students in kindergarten through sixth grade, and later became a site principal for elementary, middle and high school levels. Dr. Andrew served as Director of Student Services in Redlands Unified School District, served as an Assistant Superintendent of Educational Services in Glendora Unified School District, and later became Superintendent of the Campbell Union School District, a position he held for seven and a half years. Dr. Andrew is currently the President of the Region 8 Retiree Charter, a Region 8 Executive Consultant, and is on board California Association of African American School Administrators (CAAASA) and Santa Clara County Alliance of Black Educators (SCCABE). He also serves as an active member of the California Association of Latino School Administrators (CALSA). As a well-respected equity-focused administrator and instructional leader, he has earned several distinctions, including being named a finalist for the National Association of School Superintendents (NASS) Superintendent of the Year (2017). Dr. Andrew has been recognized by the Association of California School Administrators (ACSA) as the Region 8 Superintendent of the Year (2014), the State and Region 15 Central Office Administrator of the Year (2009), and the Region 12 Pupil Services Administrator of the Year award (2005). He holds a master's in education from Cal-Poly, Pomona, an administrative credential from Cal State San Bernardino and a doctorate in education from the University of LaVerne.

Sally Frazier, Ed.D. – Partner, Lead Facilitator

Sally was elected Madera County Superintendent of Schools for six consecutive 4-year terms. She received her Doctorate from University of Southern California, and her Master's and Bachelor's degrees from California State University, Stanislaus. Sally served the California County Superintendents' Educational Services Association as President, Legislative Chairperson and numerous terms on its Executive Board. She was CCSESA's representative to ACSA's Superintendents Committee and its liaison to the Springboard Schools Board of Directors. Sally chaired CCSESA's Commission on the Organization of Policy Groups, Organizing for Action. Sally was appointed by former State Superintendent of Public Instruction, Delaine Eastin, to the Education Commission for Technology in Learning. Sally was also appointed by Governor Schwarzenegger to the Advisory Commission on Juvenile Justice and Delinquency.

QUALIFICATIONS OF SUPPORTING CONSULTANTS

Kent L. Bechler, Ph.D. – Partner, Executive Leadership Development

Kent served as superintendent of the Corona-Norco Unified School District, the 9th largest school district in California until his retirement in 2012. The district was named a 2012 finalist for the \$1 million Broad Prize for Urban Education. He also served as superintendent in Walnut Valley Unified and Duarte Unified School Districts. Kent received a Bachelor's Degree in social work from Azusa Pacific University, a Master's Degree in educational administration from California State University, Los Angeles and a Ph.D. in education from Claremont Graduate University. Kent has extensive training experience in management, leadership, systems, policies and procedures, strategic planning, labor relations, and developing collaboration and teamwork within organizations. His academic work includes teaching adjunct classes at the university level and consulting with educational institutions, businesses, and other organizations. During Kent's 32-year career in K-12 education, he served in professional organizations including Association of California School Administrators (ACSA), California Collaborative on District Reform, American Association of School Administrators (AASA), Southern California Superintendents, Urban Education Dialogue and Educational Research Development Institute (ERDI).

Blanca Cavazos, Ed.D., – Partner

Blanca Cavazos served as Superintendent of the Taft Union High School District for over eight years. Prior to becoming Superintendent, she served as Chief Instructional Officer for Kern County Superintendent of Schools. Her previous administrative roles include Task Force Administrator, High School Principal, Assistant



Principal of Instruction and Assistant Principal of Special Services. Dr. Cavazos serves as a Director-At-Large on the State Board of Directors for the Association of California School Administrators (ACSA). She has also served as adjunct lecturer for the Educational Administration, Secondary Education, Bilingual Cross-cultural Education and Modern Languages programs at California State University, Bakersfield. Her experience includes coaching administrators at the high school and elementary levels, building collaborative labor-management partnerships, and leadership development. Recognitions include Educational Leadership Award from ACSA Region XI, (2021); induction into the California State University, Bakersfield Alumni Hall of Fame, Businesswoman of the Year by the Kern County Hispanic Chamber of Commerce, (2020); runner up for the National Association of School Superintendents Superintendent of the Year Award; and Superintendent of the Year Award from ACSA Region XI, (2019). An educator for 39 years, Dr. Cavazos graduated from Arvin High School, (Kern High School District), where she taught and later served as principal for 13 years. Her three sons, who also attended Arvin High, graduated during her tenure there.

Tom Changnon – Partner

Tom served as Stanislaus County Superintendent of Schools from 2007-2019. In his 12 years in office, Tom championed Civics Education, Character Development, Parent Involvement and Career Technical Education (CTE) programs. He earned his BA degree from Stanford University, Master Degree(s) in School Administration (St. Mary's, USF), and Teaching Certifications from College of Notre Dame. Tom has over 40 years of education experience at the elementary, middle, and high school levels. He also served as Assistant Superintendent and Superintendent prior to his election as the County Superintendent. Tom is an active member of the Association of California School Administrators (ACSA) serving on many local, regional, and state committees including ACSA's Small School District Committee. Tom has received a number of awards, including being selected twice for the Bill Ullom Award and twice a recipient as the regional Superintendent of the Year award. In 2018, he received the Chamber Lifetime Citizen Achievement Award. Tom played intercollegiate baseball while at Stanford University and was drafted by the Houston Astros Baseball organization as a left-handed pitcher. He played a few years in the minor leagues before an arm injury ended his career. He still is an active snow and water ski enthusiast and loves camping and flyfishing. Spending time with his two children's families and the four grandchildren are a high priority for Tom as he lives his life with passion!

Marc A. Ecker, Ph.D. – Partner, Chief Financial Officer

Marc retired in December 2014 as Superintendent of the Fountain Valley School District for 18 ½ years in that position. He served as Chair of the Orange County Special Education Alliance and is a past president of the Orange County Superintendents' Organization. Marc is a past State President of the Association of California School Administrators (ACSA) and served as the Interim Executive Director for 2021-22. He served with other leading superintendents in providing input and advice on the development of the Local Control Funding Formula to the Governor and his staff. He also served on the State Public Schools Accountability Act Advisory Committee and two terms on the Financial Crisis Management Assistance Team Advisory Board. Marc is the financial officer for the California League of Schools and served as president of the Association of Middle Level Education. He is a full-time faculty member at California State University, Fullerton in the position of Distinguished Professor in the College of Education. He directs the ACSA mentor program and is a sitting Executive Member of the Schools First Federal Credit Union Board of Directors. Marc received his Bachelor's Degree from UCLA, his Master's Degree from California State University, Fullerton and his Doctorate from Alliant University.

Richard Fischer – Partner

Rich served as Superintendent of Schools for 19 years in the Mountain View Los Altos Union High School District, Lake Tahoe Unified School District and the Harmony Union School District. He currently serves as Director of the Executive Leadership Center and is also a member of the El Dorado County Board of Education. Rich has been Director for the ACSA Superintendents' Academy and presenter and trainer for California Association of School Business Officials, California Foundation for Improvement of Employer-Employee Relations (CFIER), California State Superintendents' Symposium, El Dorado County Instructional Leaders - Series on Effective Leadership Techniques, Leadership Mountain View, and California School Leadership Academy. He has been honored as ACSA Regions 1,2,3 Superintendent of the Year and Administrator of the year as well as being named Los Altos of the Year in 2006. Rich received his Bachelor



of Arts Degree from California State University, Northridge and his Master's Degree from California State University, Sacramento.

Juan Garza – Partner

Juan has been a superintendent for 15 years in Kings Canyon Unified School District, a district that has 22 schools. He has worked 27 years in the district that serves Reedley, Orange Cove and the communities of Navelencia, Squaw Valley, Dunlap and Miramonte. He was inducted into the Reedley Chamber of Commerce Hall of Fame, has been awarded Administrator of the Year, and has been a featured keynote speaker in various workshops on topics such as *Building Effective Governance Teams*, and *Working With the Members of your Rural Communities*, sponsored by Lozano Smith. Mr. Garza is also an active member of the California Association of Latino Superintendents and Administrators, (CALSA), where he has presented as part of a panel featured in CALSA workshops.

Jacqueline Horejs, Ed.D. – Partner

Dr. Horejs is a seasoned educational professional with a firm belief that leadership matters for student, school, and district success. Her professional experiences over 40 years in education have provided her with a multi-faceted skill set and understanding of the needs of educational leadership. Dr. Horejs successfully served nine years as the Superintendent of Union School District, in San Jose, CA. Prior to serving as Superintendent, she worked as the Director of Instructional Services at the County Office and the Regional Director for the Statewide System of School Support, and later as the Assistant Superintendent for Educational Services in Gilroy Unified School District. In those roles she has led initiatives for organizational alignment, strategic planning, community engagement, multi-tiered systems for student support, and school improvement. She has served as the Interim Director of the Preliminary Administrative Credential Program at the Santa Clara County Office of Education and is currently a coach and instructor in the Tier 2 Clear Administrative Credential Program. She holds a Bachelor of Arts Degree from the University of Illinois, a Masters in Educational Administration from San Jose State, and a Doctorate in Educational Leadership from USC. Since retiring in 2015, she has been conducting Executive Searches, facilitating Governance Workshops and Superintendent Evaluations, and coaching Superintendents and other administrators.

Peggy Lynch, Ed.D. – Partner

Peggy served as Superintendent for San Dieguito Union High School District in San Diego County until her retirement in April 2008. She also served as Superintendent of the Brea Olinda Unified School District in North Orange County for seven years, part of her nearly 14 years serving as a superintendent. Peggy has experience conducting executive searches since 2009, and has facilitated or assisted in the facilitation of more than 60 executive searches. She received her doctorate from the University of La Verne, her Master's Degree from Fullerton and her Bachelor's Degree from Parsons College in Iowa. Peggy chaired the ACSA Orange County and San Diego County Superintendents, was chair of the ACSA Superintendents' Symposium and ACSA's State Annual Conference. Peggy has received recognition from various organizations, including Southern California Women in Educational Management, Stanford University School of Engineering and the PTA. She has also co-authored several books, including *Effective Superintendent-School Board Practices; The Superintendent's Planner, A Monthly Guide and Reflective Journal;* and *Eight at the Top: A View Inside Public Education*.

Dennis M. Smith, Ed.D. – Partner, Search Lead

Dennis served as Superintendent of Schools for the Placentia Yorba Linda Unified School District (27,000 ADA) in Orange County until his retirement in June 2012. He also served as superintendent of the Orange County Public Schools in Orlando, Florida, the 16th largest school district in the United States. Prior to that, he served as superintendent of the Irvine Unified, Cajon Valley Union and Laguna Beach Unified School Districts. Dennis served a total of 26 years as a Superintendent of Schools. Dennis has experience conducting executive searches since 2005 and has facilitated or assisted in the facilitation of more than 70 executive searches. Dennis was recognized as one of the top 100 Executive Educators in North America by the National School Boards Association, one of the 89 Rising Stars to Watch by the Los Angeles Times, one of the 100 Most Influential Business Leaders in Central Florida by the Orlando Business Journal, and the ACSA Region XVII Superintendent of the Year. He also served as President of the Southern California Superintendents' Association. Dennis received his Bachelor of Arts and Master's Degree from Arizona State University and his Doctorate from the University of Arizona. In addition, he has been an adjunct faculty



member at California State University, Fullerton. Dennis has spoken at the local, state, and national level on Board- Superintendent relations, Strategic Planning and Goal Setting and Organizational Management. He has consulted with school districts across the United States assisting school boards with superintendent searches and conducting workshops, trainings and organizational efficiency audits.

Rich Thome – Partner

Rich Thome served as Superintendent of the South Bay Union and Cardiff School Districts in San Diego County, as well as the Assistant Superintendent of Technology and Human Resources at the San Diego County Office of Education. He is a Partner in Leadership Associates, a Superintendent Search Firm. In this capacity he has conducted over 120 executive searches and 195 Board Workshops since 2003. Rich joined Leadership Associates and has been in the firm for 17 years, joining in 2006 as a search consultant. He also served as Director, Professional Learning in the Mobile Technology Learning Center (MTLC), a research center in the School of Leadership and Education Sciences (SOLES), at the University of San Diego. He, prior to that assignment, served as Director Educational Leadership Development Center at the University. In addition, Rich was an Executive Coach for Pivot Learning Partners in Los Angeles and San Diego Counties. Previously, he served for 23 years in the (now 49,974 enrollment) Capistrano Unified School District as Assistant Superintendent in charge of 29 elementary schools, Director, Elementary Education Coordinator, Research and Instructional Technology, Elementary Principal and High School Teacher. Prior to that Rich served as a Middle School Teacher in the Pasadena Unified School District. He received his bachelor's degree from California State University, Los Angeles, and his master's from Pepperdine University. He is fluently bilingual in Spanish and received his Bilingual, Cross Cultural Specialist credential in California. Rich was awarded the prestigious Ohtli Award, awarded rarely by the Government of Mexico in 2008 for his 40 years of services to the Latino Community. In 2007 Rich was awarded the Excellence in Leadership Award by the University of California, San Diego and in 2006 he was awarded the Willie Velasquez Community Service Award. He has received the Honorary Service Award from the California Congress of Parents, Teachers and Students, and the Orange County Hispanic Educator of the Year Award.

Sandy Sánchez Thorstenson – Partner

Sandy Sánchez Thorstenson served as the Superintendent of the Whittier Union High School District for fifteen years having spent her entire 39-year career in Whittier Union. Prior to becoming Superintendent, Ms. Sánchez Thorstenson served as Assistant Superintendent, Educational Services, High School Principal, Assistant Principal and Teacher. The Whittier Union High School District, a minority-majority high school district with a student enrollment comprised of eighty-six percent Latino and sixty-nine percent socio-economically disadvantaged students, has demonstrated remarkable gains in student achievement at every school, in multiple indicators and over time. Most importantly, Whittier Union has narrowed the achievement gap from 35% to 9% and has proven on behalf of their students that demographics do not determine destiny. The Association of California School Administrators selected Mrs. Thorstenson as California's 2016 recipient of the Marcus Foster Administrator Excellence Award and its 2012 California Superintendent of the Year for AASA. She was selected as ACSA's Region XV Superintendent of the Year for 2007. Sandra Thorstenson served as president of ACSA's State Superintendency Council, president of California City School Superintendents Association, and was a member of Southern California Superintendents' Association and Urban Education Dialogue. She also served on the board for Pivot Learning Partners and the board of directors for the Whittier Chamber of Commerce. Ms. Sánchez Thorstenson was appointed by Governor Brown as the superintendent representative of the five-member board of the California Collaborative for Educational Excellence and served as chair helping to launch the state agency focused on providing support and assistance to school districts throughout California. She is a member of the California Collaborative for District Reform and currently serves on the board of directors of the Soroptimist International of Whittier.

David J. Verdugo, Ed.D. – Partner

David served as Superintendent for the Paramount Unified School District (17,000 ADA) in Los Angeles County for 9 years. He also served as Assistant Superintendent of the Placentia-Yorba Unified School District (25,000 ADA, Director of Secondary Education, Principal at both Elementary and High School levels, teacher, and coach. He has a total of 43 years in the field of education spanning Grades K-12. His duties



have included school facility management, extensive involvement with budget development, implementation of technology programs, employer/employee relations, curriculum and instructional strategies, and organizational development. His experience includes serving students of diverse populations and socioeconomic levels in urban and suburban settings. He was named the Association of California Administrators (ACSA) Region XIV Superintendent of the Year; received the California State University, Long Beach Outstanding Superintendent Leadership Award in 2012; the ALAS, Association of Latino Administrators and Superintendents; National Outstanding Educator Award in 2013; and, in 2020, was inducted into the University of Southern California USC Rossier School of Education "Hall of Fame", making him only the 23rd recipient of this prestigious award. He earned his Bachelor's Degree from Whitworth College in Spokane, Washington and his Master's Degree from the University of La Verne. His Doctoral Degree in Educational Administration was earned at the University of Southern California. Dr. Verdugo is a past Governing Board member to AASA and has addressed and spoken on State and National topics from building a case for reform to the importance of Arts in schools. He was the Executive Director of the California Association of Latino Superintendents and Administrators (CALSA) until 2019, as well as the former Superintendents' Leadership Academy Director for the Association of Latino Administrators and Superintendents (ALAS) based in Washington, D.C.



EXECUTIVE SUMMARY

Leadership Associates is a California executive search firm with a national reach that specializes in helping California School Boards find new superintendents. We have done so since 1996 and have assisted with more superintendent searches than any search firm working in California. Our success is based on the following key factors:

1. We view each district as unique and therefore work as partners with the Board to develop a customized approach that the Board may use to select its new superintendent.
2. We have developed processes that lead to the successful hiring of candidates who meet the profile developed by the Board. These processes include conducting extensive recruiting and thorough reference checking and working with the Board throughout the interview and contract approval process.
3. Our partners are all active educators and former superintendents with successful leadership experiences in a variety of districts and in state and national organizations.
4. We understand and respect the factors that contribute to a highly effective governance team. We are committed to helping Board members work collaboratively throughout the various phases of the selection process. Done well, a search will always strengthen the work of the Board and pave the way for a successful superintendent.
5. We bring the Board highly qualified candidates. We are proud of the high-quality leaders we have been able to bring forward for Board consideration in previous searches.
6. Our belief is that in order for superintendents to be successful they must have successful leadership experience leading and managing complex organizations. They should know what excellence in curriculum and instruction looks like and be deeply committed to equity. Their behavior must be of the highest integrity and reflect ethical values in their relationships with students, staff, community, and the Board. They must support powerful teaching and learning, build leadership capacity, and strengthen systems and processes that support high levels of achievement for all students.
7. We will always provide our best recommendations to the Board including those related to the hiring of specific candidates and the importance of maintaining a high degree of confidentiality so that the best possible candidates come forward.

In conclusion, we strongly believe Leadership Associates is the right match for your district. The superintendent position is one of the most challenging leadership positions in this country. It demands a unique knowledge base and skill set. The new superintendent will need to inspire the confidence of teachers, parents, and community leaders, build on the good work done by so many, but never be afraid to challenge everyone to do better and encourage innovative thinking wherever possible. We are the firm that will help the Board find that leader.




QUALIFICATION STATEMENT

EXPERIENCE AND QUALIFICATIONS OF THE FIRM

Leadership Associates has conducted over 650 executive searches in California since 1996. We have 16 partners, all active educators and former, successful California superintendents who reside throughout the state – north, south, and central valley. While we are dedicated to California school districts, we have networks throughout the country and have assisted many school boards in finding top candidates from outside the state.

A few other facts about the partners of the firm:

- All keep superintendent searches as their core work
- All have national and state-wide networks and alliances including Council of the Great City Schools; Urban Education Dialogue (UED); Association of California School Administrators (ACSA); California Association of Latino Superintendents and Administrators (CALSA); California Association of African-American School Administrators (CAAASA); California Collaborative for District Reform; (CCDR); American Association of School Administrators (AASA); Suburban School Superintendents; and California City School Superintendents
- All belong to organizations which include top and emerging leaders
- Three were California State Superintendent of the Year
- Three chaired ACSA's California state superintendent's committee; two were ACSA presidents
- A number are bilingual in Spanish
- Many facilitate workshops in districts throughout the state: board/superintendent relations; board/superintendent protocols; strategic planning; superintendent evaluations; team building; and instructional improvement. Several coach and mentor superintendents and other top district leaders
- Most have taught or are currently teaching leadership courses at universities
- All have received awards for educational and community work, regionally, statewide, and nationally; and one was honored by the Mexican Consulate
- Partners have authored or co-authored the following publications: A Practical Guide to Effective School Board Meetings; Eight at the Top; Superintendent-School Board Practices; and The Superintendent's Planner
- District/Board Executive Assistant and administrative staff receive ongoing support and guidance from highly qualified personnel with parallel district office experience



REFERENCES

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SUPERINTENDENT SEARCH**

	DISTRICT NAME AND ADDRESS	CONTACT NAME	TITLE	PHONE	EMAIL
1	Gilroy USD 7810 Arroyo Cir Gilroy, CA 95020	Linda Pecino	Board President	(669) 205-4000	Linda.pecino@gilroyunified.org
2	Lompoc USD 1301 N A Street Lompoc, CA 93436	William "Franky" Caldeira	Board President	(805) 742-3320	Caldeira.william@lusc.org
3	Modesto City Schools 426 Locust St Modesto, CA 95351	Chad Brown	Board Member	(209) 604-4852	brown.ch@mcs4kids.com
4	Piedmont USD 760 Magnolia Ave Piedmont, CA 94611	Veronica Anderson Thigpen	Board President	(510) 594-2614	ythigpen@piedmonth.k12.ca.us
5	Aromas-San Juan USD 2300 San Juan Hwy San Juan Bautista, CA 95045	Casey Powers	Board President	(831) 623-4500	cpowers@asjUSD.org



DIVERSITY AND EQUITY STATEMENT

Our Commitment

We are committed to meeting the needs of California's diverse student populations. Each partner shares a core belief that every student is entitled to a world class education and the opportunity to be served at the highest level of quality leadership. We are driven by a culture, a set of beliefs and core values that place equity at the center of our work.

Diversity Policy

We value diversity in the workforce and embrace the cultural and demographic dimensions of our state and country. We work diligently to recruit candidates who represent the range of personal and professional backgrounds, and experiences and perspectives that arise from a variety of cultures and circumstances. This includes persons of varying age, ethnicity, gender, disability, race, sexual orientation, gender identity, religion, political affiliation, socioeconomic and family status, and geographic region.

Equity

We work diligently to ensure equitable search practices for every candidate who is interested in the positions we are working to fill and the school districts we are partnering with. Our diverse partners consistently succeed at providing support for all candidates regardless of race, ethnicity, socioeconomic status, language, gender identity, disability, religion, family or marital status, or political affiliation. It is imperative to us that we involve all voices, cultures and perspectives of the diverse students, families and communities in our partner districts.

 **EXECUTIVE SEARCHES 2013-CURRENT**

STATEWIDE

- | | |
|--|--------------------|
| 1. Association of California School Administrators (ACSA) | Executive Director |
| 2. California Collaborative for Educational Excellence (CCEE) | Executive Director |
| 3. California County Superintendents Educational Services Association (CCSESA) | Executive Director |
| 4. WestEd/GATES | Executive Director |

POSITION: COUNTY OFFICE OF EDUCATION SUPERINTENDENT

- | | |
|------------------------------|----------------|
| 1. Los Angeles County – 2011 | 1,500,000+ ADA |
| 2. Santa Clara County – 2008 | 275,000+ ADA |
| 3. Ventura County – 2021 | 135,312 ADA |

POSITION: SCHOOL DISTRICT SUPERINTENDENT (2013-Current)

<u>District</u>	<u>County</u>	<u>ADA</u>
1. Fresno USD	Fresno	73,356
2. San Francisco USD	San Francisco	58,865
3. Santa Ana USD	Orange	57,410
4. Capistrano USD	Orange	53,833
5. Corona-Norco USD	Riverside	53,148
6. Sacramento City USD	Sacramento	47,616
7. Oakland USD	Alameda	46,486
8. Riverside USD	Riverside	42,560
9. Stockton USD	San Joaquin	40,984
10. Fontana USD	San Bernardino	40,374
11. San Jose USD	Santa Clara	32,938
12. Anaheim Union HSD	Orange	32,085
13. San Ramon Valley USD	Contra Costa	31,900
14. Mt. Diablo USD	Contra Costa	31,013
15. West Contra Costa USD	Contra Costa	30,596
16. Bakersfield City SD	Kern	30,262
17. Modesto City Schools	Stanislaus	30,718
18. Orange USD	Orange	28,522
19. Saddleback Valley USD	Orange	27,803
20. East Side UHSD	Santa Clara	26,537
21. Rialto USD	San Bernardino	26,468
22. Placentia-Yorba Linda USD	Orange	25,821
23. Palm Springs USD	Riverside	23,332
24. Murrieta Valley JUSD	Riverside	22,950
25. Antelope Valley UHSD	Los Angeles	22,792
26. Tustin USD	Orange	22,761
27. Grossmont UHSD	San Diego	22,021
28. Lake Elsinore USD	Riverside	22,000
29. Hemet USD	Riverside	21,977
30. Pajaro Valley USD	Santa Cruz	20,438
31. Folsom-Cordova USD	Sacramento	19,865
32. Anaheim City SD	Orange	19,312
33. Alvor USD	Riverside	19,255
34. Coachella Valley USD	Riverside	18,861
35. Riverbank USD	Stanislaus	18,750
36. Newport-Mesa USD	Orange	18,559
37. Antioch USD	Contra Costa	18,352
38. Panama-Buena Vista Union SD	Kern	18,250
39. Ventura USD	Ventura	17,430
40. Santa Rosa City Schools	Sonoma	16,700
41. Santa Maria-Bonita SD	Santa Barbara	16,665
42. Oxnard SD	Ventura	16,533
43. Burbank USD	Los Angeles	16,207
44. Cajon Valley Union SD	San Diego	16,059
45. Paramount USD	Los Angeles	15,681
46. Santa Clara USD	Santa Clara	15,509
47. Lancaster SD	Los Angeles	14,743
48. Walnut Valley USD	Los Angeles	14,658

<u>District</u>	<u>County</u>	<u>ADA</u>
49. Vallejo City USD	Solano	14,554
50. West Covina USD	Los Angeles	14,402
51. Fullerton SD	Orange	13,661
52. Etiwanda SD	San Bernardino	13,478
53. Livermore Valley USD	Alameda	14,305
54. Vacaville USD	Solano	12,561
55. Inglewood USD	Los Angeles	12,570
56. Acton-Agua Dulce USD	Los Angeles	12,523
57. San Dieguito UHSD	San Diego	12,485
58. Palo Alto USD	Santa Clara	12,357
59. Natomas USD	Sacramento	12,300
60. Metropolitan Education	San Jose	12,000
61. Oak Grove SD	Santa Clara	11,800
62. Upland USD	San Bernardino	11,665
63. Victor ESD	San Bernardino	11,531
64. San Lorenzo USD	Alameda	11,530
65. Evergreen School District	Santa Clara	11,385
66. Alameda USD	Alameda	11,299
67. Franklin-McKinley SD	Santa Clara	11,269
68. Merced City USD	Merced	11,009
69. Lucia Mar USD	San Luis Obispo	10,710
70. Pittsburg USD	Contra Costa	10,560
71. Azusa USD	Los Angeles	10,518
72. Berkeley USD	Alameda	10,340
73. Sequoia UHSD	San Mateo	10,238
74. Dublin USD	Alameda	10,000
75. Roseville City ESD	Placer	9,943
76. Los Alamitos USD	Orange	9,833
77. San Mateo Union HSD	San Mateo	9,760
78. Woodland JUSD	Yolo	9,658
79. Yucaipa---Calimesa Joint USD	San Bernardino	9,655
80. Ocean View SD	Orange	9,461
81. Westminster SD	Orange	9,264
82. Morgan Hill USD	Santa Clara	9,022
83. Santa Maria JUHSD	Santa Barbara	7,633
84. East Whittier City ESD	Los Angeles	8,829
85. Davis Jt. USD	Yolo	8,626
86. Sylvan Union SD	Stanislaus	8,261
87. Novato USD	Marin	8,078
88. El Rancho USD	Los Angeles	7,985
89. South Bay UESD	San Diego	7,682
90. San Rafael City Schools	Marin	7,200
91. Santa Cruz City Schools	Santa Cruz	7,092
92. Newhall SD	Santa Clarita	6,831
93. Fountain Valley USD	Orange	6,337
94. Newark USD	Alameda	6,294
95. Selma USD	Fresno	6,258
96. Lennox SD	Los Angeles	6,247
97. Ukiah USD	Mendocino	6,214
98. Brea Olinda USD	Orange	6,085
99. Patterson JUSD	Patterson	6,012
100. Newhall SD	Los Angeles	5,920
101. Alta Loma SD	San Bernardino	5,900
102. Santa Paula USD	Ventura	5,454
103. Monrovia USD	Los Angeles	5,404
104. Kerman USD	Fresno	5,310
105. Orcutt Union ESD	Santa Barbara	5,087
106. Oakley Union SD	Contra Costa	4,871
107. Buena Park SD	Orange	4,684
108. Moreland SD	Santa Clara	4,670
109. Charter Oak USD	Los Angeles	4,581
110. Sonoma Valley USD	Sonoma	4,564
111. Oak Park USD	Ventura	4,527

<u>District</u>	<u>County</u>	<u>ADA</u>
112. Benicia USD	Solano	4,526
113. San Lorenzo Valley USD	Santa Cruz	4,444
114. Belmont-Redwood Shores SD	San Mateo	4,308
115. Wiseburn USD	Los Angeles	4,301
116. Ravenswood City SD	San Mateo	4,296
117. Paradise USD	Butte	4,261
118. Duarte USD	Los Angeles	4,247
119. Martinez USD	Contra Costa	4,156
120. Lindsay USD	Tulare	4,150
121. Central UHSD	Imperial	4,104
122. Cypress SD	Orange	4,000
123. Brawley ESD	Imperial	3,980
124. Eureka City Schools	Humboldt	3,884
125. Lake Tahoe USD	El Dorado	3,872
126. Enterprise ESD	Shasta	3,846
127. Hanford Joint Union HSD	Kings	3,802
128. Amador County USD	Amador	3,829
129. Lemon Grove SD	San Diego	3,797
130. Mountain View-Los Altos UHSD	Santa Clara	3,753
131. Fillmore USD	Ventura	3,734
132. Goleta Union SD	Santa Barbara	3,718
133. Del Norte County USD	Del Norte	3,591
134. Los Altos SD	Santa Clara	3,576
135. Cabrillo USD	San Mateo	3,357
136. Cambrian SD	Santa Clara	3,349
137. Lafayette SD	Contra Costa	3,261
138. Corcoran USD	Kings	3,257
139. Pacifica SD	San Mateo	3,150
140. San Marino USD	Los Angeles	3,146
141. Mill Valley Elementary SD	Marin	3,086
142. Exeter Public Schools	Tulare	3,000
143. Standard ESD	Kern	2,979
144. South Whittier ESD	Los Angeles	2,918
145. San Bruno Park ESD	San Mateo	2,785
146. Oroville City ESD	Butte	2,696
147. Castaic Union SD	Los Angeles	2,568
148. Fowler USD	Fresno	2,562
149. Scotts Valley USD	Santa Cruz	2,482
150. Jefferson SD	San Joaquin	2,477
151. Carmel USD	Monterey	2,468
152. Farmersville USD	Tulare	2,463
153. Bear Valley USD	San Bernardino	2,453
154. Galt JUHSD	Sacramento	2,287
155. Lammersville JUSD	San Joaquin	2,200
156. Chowchilla ESD	Madera	2,193
157. Woodlake USD	Tulare	2,192
158. Red Bluff Union ESD	Tehama	2,178
159. Plumas USD	Plumas	2,130
160. Fort Bragg USD	Mendocino	1,917
161. Willits USD	Mendocino	1,907
162. Mariposa County USD	Mariposa	1,816
163. Byron Union SD	Contra Costa	1,686
164. Reed Union SD	Marin	1,556
165. Larkspur-Corte Madera SD	Marin	1,523
166. Colusa USD	Colusa	1,450
167. Chawanakee USD	Madera	1,423
168. Williams USD	Colusa	1,375
169. Las Lomitas ESD	San Mateo	1,336
170. Sierra USD	Fresno	1,323
171. Wilsona SD	Los Angeles	1,315
172. St. Helena USD	Napa	1,295
173. Guadalupe Union SD	Santa Barbara	1,280
174. Fall River JUSD	Shasta	1,209

<u>District</u>	<u>County</u>	<u>ADA</u>
175. Kentfield SD	Marin	1,177
176. Chowchilla UHSD	Madera	1,103
177. Taft UHSD	Kern	1,045
178. University Preparatory School	Shasta	900
179. Bass Lake JUSD	Madera	891
180. Lassen UHSD	Lassen	825
181. Banta ESD	San Joaquin	770
182. Wheatland UHSD	Yuba	739
183. Rancho Santa Fe SD	San Diego	700
184. Emery USD	Alameda	687
185. San Pasqual Valley USD	Imperial	654
186. Summerville UHSD	Tuolumne	624
187. Solvang SD	Santa Barbara	607
188. Shoreline USD	Marin	504
189. Fort Sage USD	Lassen	483
190. Calaveras COE	Calavera	450
191. Eastern Sierra USD	Mono	417
192. Le Grand Union ESD	Merced	401
193. Kings River Union ESD	Tulare	476
194. Foresthill Union SD	Placer	396
195. Janesville Union SD	Lassen	386
196. Alview-Dairyland Union SD	Madera	367
197. Butte Valley USD	Siskiyou	276
198. Clay Joint ESD	Fresno	250
199. Westwood USD	Lassen	189
200. Ballard SD	Santa Barbara	143
201. McKittrick ESD	Kern	80
202. Alpine County USD	Alpine	75

POSITION: EXECUTIVE DIRECTOR/DIRECTOR

203. Amethod Public Schools (Charter)	Alameda/Contra Costa
204. Baldy View ROP	San Bernardino
205. Birmingham Community Charter HS	Los Angeles
206. Clayton Valley Charter High School	Contra Costa
207. Coastline ROP	Orange
208. East San Gabriel Valley SELPA	Los Angeles
209. Oxford Preparatory Academy	Orange
210. River Charter School	Sac/Yolo
211. San Diego COE	San Diego
212. San Ramon Valley SELPA	Contra Costa
213. So. Orange County SELPA	Orange
214. West End SELPA, San Bernardino COE	San Bernardino
215. West San Gabriel Valley SELPA	Los Angeles



BOARD COMMENDATIONS

Bass Lake JUESD: Thank you Sally. I cannot express enough how grateful I am that we chose you and Leadership Associates for this process. The confidence I felt, throughout this process, in your ability to guide us, was tremendous. The step-by-step process that you led us through was focused, intentional, and direct. It was a pleasure to be a part of something that was so well thought out, with excellence as your minimum standard. You are so good at what you do! I wish you continued success for all the districts that you work with in the future. They need you whether they know it or not!

Benicia USD: It is with immense gratitude, that we send you this note of appreciation for all that Leadership Associates did in supporting us with a successful Superintendent search. The care and concern for BUSD as well as the Benicia community was evident in the steps that you took as well as in the thoughtful process you engaged all stakeholders in to express their hopes for the District in our next Superintendent. On behalf of the BUSD Governing Board and the entire Benicia Unified School District, we thank you for matching us with the best candidate. We are excited about the state of the District and the direction of things to come.

Carmel USD: The entire process was extremely smooth and conducted with utmost respect for all parties involved. We were on time, and communication was regular, open and transparent. The most difficult part of the process was at the end of the interview process. The board had to choose only one candidate from the experienced pool of multiple candidates presented by Leadership Associates. We consider the superintendent search led by Leadership Associates an absolute success. The individual we hired is the perfect match for our students, staff and community.

CCSESA: It was a pleasure to have your outstanding team provide such an important service to this process! This is a critical position, and your team did a superb job in helping to ensure the process was collaborative, transparent and resulted in a selection of a top-notch person!"

Coachella Valley USD: I know it's easy to say "it's your job", but you and your group have always gone above and beyond for our district and we sincerely appreciate it.

Corcoran USD: We greatly appreciate how poised and supportive [Juan Garza] was with all our efforts as he guided us through the search. Working with [Leadership Associates] has been very enjoyable and we learned a lot.

East San Gabriel Valley SELPA: Thank you for assisting in getting us a great leader. He is collaborative, understanding of every member, parent's needs, inclusive of students, proactive, compassionate, and caring."

East Whittier City SD: Thank you for appointing Sandy Sanchez Thorstenson and Marc Ecker to supervise and coordinate our superintendent search. They ran the interviews like clockwork with plenty of time for reflection of each candidate at the end of the interview. We were presented with six outstanding candidates. It was challenging to decide which of them was the best fit for our District. We are confident that our choice of superintendent is that best choice. We were delighted to work with Sandy and Marc and will gladly recommend them as the premier search team.

Encinitas Union: Leadership Associates has years of experience in working with districts throughout California and their expertise was clearly evident when they provided us with an outstanding field of candidates. Their networking resources are unparalleled.

Eureka City Schools: Leadership Associates persevered and actively recruited candidates suitable for our unique location. Their combined knowledge and experience were invaluable. It had been 13 years since our district's last superintendent search, and they supported our board throughout the entire process.

Evergreen SD: Leadership Associates did an excellent job in our recent Superintendent Search process. This was the first time that our district has ever engaged in an external search process, and I found it much more rewarding and less stressful because of the superb support of Eric and Fred.

Folsom-Cordova USD: Leadership Associates received applications from California as well as other states in the country. They performed in-depth reference checks that resulted in a list of outstanding candidates to interview. Without their services as recruiters, we would not have had the rich field of candidates from which we eventually selected our new superintendent.

Fort Bragg USD: Leadership Associates brought to the search an impressive wealth and breadth of experience and contacts from large and small, urban and rural, coastal and inland school districts. Leadership Associates listened to us and recognized that although we are a small, rural district, we have high, twenty-first century goals for our kids.

Fountain Valley SD: Dennis and Peggy - We are so grateful for your service. Thank you for helping to make our lights shine strong in Fountain Valley!

Fowler USD: Leadership Associates was completely thorough from their initial proposal to the Board, through the actual hiring of a successful superintendent candidate. The communication to all members of the Board and the designated District contact was exemplary throughout the process. Parents/community members/staff felt very comfortable sharing with Leadership Associates representatives the various traits valued in our next Superintendent. The on-line survey they utilized was especially helpful for members of the community and parents, as it gave them an opportunity for their voice to be heard if they were unavailable to schedule a meeting in person.

Fremont USD: Thank you all so much for your support and diligent work finding a great pool of candidates and helping us to select the best of the best.

Fresno USD: Thank you to Leadership Associates for all your assistance in the process. As you know, only two of us were on the Board the last time a Superintendent was hired and at that time, there was no search process. It was invaluable to have the assistance of a team that has experience in the selection of a Superintendent.

Fullerton SD: Our Board was especially appreciative of the professional manner in which Leadership Associates reached out in a meaningful way to the educational community and listened to the direction of the Board of Trustees. I highly recommend Leadership Associates to any board seeking to conduct a thorough and in-depth superintendent recruitment and selection process.

Irvine USD: With an unprecedented number of superintendent vacancies across the state, we were impressed with Leadership Associates' ability to attract highly qualified candidates, due in no small part to their excellent reputation and exceptional attention to confidentiality.

Kentfield: Each of us is grateful for your great work on the search for Kentfield. We could not be more pleased by the thoughtful and extremely thorough search process. We particularly appreciated your flexibility, responsiveness, and creativity with the search over the past several weeks. Quite simply, you never skipped a beat with the search process, despite a global pandemic looming in the background. If there is ever a potential client on the fence about hiring you guys have them call me. They would be lucky to have you guys in their corner.

Lake Elsinore USD: Thank you all so much for your guidance and expertise in leading the search. It will be very difficult to replace our superintendent. However, we are certainly headed down the right path in Lake Elsinore Unified thanks to your support!

Lucia Mar USD: Thank you to Leadership Associates, especially Phil Quon and Fred Van Leuven, for leading our district through a professional and successful superintendent search. Your pre-search activities, outreach, screening, organization of materials and leadership was outstanding. We found our new superintendent and are confident we found a perfect fit."

Mt. Pleasant ESD: At every step of the way we found the services of the staff at Leadership Associates to be responsive to the specific needs of our district and the rapidly changing circumstances surrounding the [COVID-19] crisis. I highly recommend the services of Leadership Associates and specifically Eric Andrew and David Verdugo.

Newport Mesa USD: Thank you and your team for helping us with our search to ultimately find our new Superintendent! We were all impressed with the timeliness and thoroughness of the search performed by Leadership Associates. Your initial schedule was followed to the day, and we are all so appreciative of your professionalism in ultimately bringing Wes [Smith] to NMUSD. Additionally, your support in finding our Interim superintendent made the perfect addition to NMUSD for the 2-month bridge. The transition was seamless!

Oceanside USD: Their work with our administrative staff, our teachers, classified staff, and our community groups was excellent. They received praise for this work throughout our community. Our principals and central office staff were treated with utmost respect, and they were very complimentary of the professionalism of this search firm.

Palo Alto USD: We recognize the selection of a superintendent is the most important decision we make as a school board, Leadership Associates designed an effective process to get to know us and to meet our needs - including recruiting candidates who were not looking for a new position. Not only does Leadership Associates bring an incredible wealth of experience and competence to the task, they also are so personally engaging and professional that it makes the process most pleasant.

Panama-Buena Vista SD: Leadership Associates is well connected throughout the state. The process from beginning to end was well communicated and very organized. Leadership Associates is literally a "who's who" of educators in the state. A successful superintendent search and hiring was our goal and Leadership Associates delivered!

Placentia-Yorba Linda USD: Your diligence, patience, professionalism, and the confidential manner in which you conducted the search were exemplary. Indeed, one would be hard pressed to find a team to match the level of expertise and recognition within the professional learning community which you so ably employed on our behalf.

Plumas USD: I thoroughly enjoyed working with Rich and Tom. They provided guidance throughout the entire process. Both were committed to ensuring we had the most qualified candidates based on our district's needs. They took the time to understand the needs of the district, board, communities, and parents. They helped us to trust the process and our decision-making process. Selecting a superintendent is one of the most important decisions boards make. I was happy to have Rich and Tom offering support, encouragement, and advice.

Santa Maria JUHSD: Great candidates! Appreciate your thorough vetting; best work yet for this district. My first-choice search firm does it again!!

Standard SD: Leadership Associates had regular communications with the board and dependably delivered on each step in our timeline. Trust in the process was a result of Leadership Associates' extensive experience and in the actions and communication while respecting the role of trustees. Regular Meeting of May 4, 2023

Summerville JUHSD: Thank you for all the work you and the firm have completed. We know we were demanding because we have a really involved community. But you just moved forward and got the job done Great work!! We will highly recommend your service to any District in our County.

Tustin USD: I cannot say enough good things about the work that Leadership Associates performed for us. The most recent time was in the fall of 2020 when we needed to fill our Superintendency given the retirement plans of our previous Superintendent. We are very pleased with Dr. Mark Johnson, our new Superintendent, who is still with us. I expect he will be with us for about 10 years, as was our previous Superintendent, Dr. Greg Franklin. You cannot go wrong working with Leadership Associates. They are so professional, and people who would not risk asking about your position WILL seek them out for information because they are known to be of such integrity and reputation. Of course, the Board must do their work as well – but if they do so in partnership with Leadership Associates and were other than 100% satisfied at the end, I would personally be shocked. They are that good.

University Preparatory School: Leadership Associates was constantly available to us. Leadership Associates brought much more than guidance and experience; (the consultant) brought genuine kindness, creative vision and integrity that underpin all great endeavors. I highly recommend Leadership Associates.

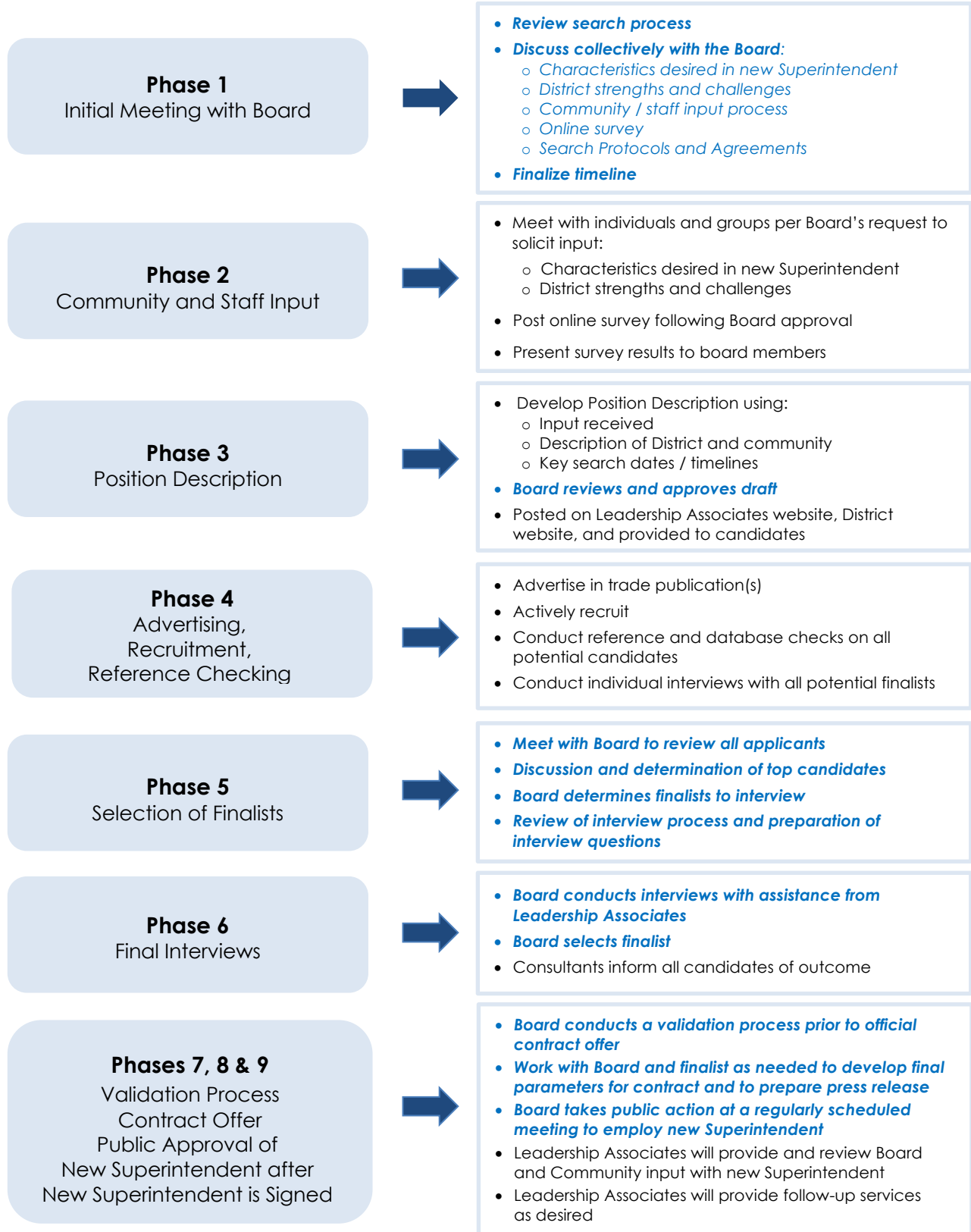
Walnut Valley USD: Not only are they consummate professionals, but their process in conducting the search was impeccable – from soliciting input from the Board and community members to developing personal and professional profiles, to screening the applicants to recommending the final candidates, to helping the Board finalize the main hiring points for our new superintendent.

Wiseburn SD: Thank you for your thoughtful leadership and guidance in the process. It was an absolute pleasure meeting you, getting to know you and working with you. I think we made two excellent choices in Leadership Associates and Dr. Blake Silvers.



SUPERINTENDENT SEARCH PROCESS FLOW CHART

Note: *Blue italicized text* indicates Board Participation





SEARCH PROCESS PLAN

Leadership Associates has developed criteria to provide the Board of Education with a 9-phase process for selecting its next superintendent. The following is a brief description of each of the key steps of the search process, including identifying key personnel in each phase. The Board's designated administrative support staff will be guided and supported by our highly experienced executive assistant and provided with guidelines, templates, samples, checklists, and personal communication throughout the entire process.

**Indicates meetings with the Board*

Phase 1: *Initial Meeting with the Board (Key Personnel: Consultants, Board, LA / district admin support; district I.T. support)

Leadership Associates will confer with the Board upon our selection to represent your district. At this meeting we will discuss all matters addressed in the Request For Proposal (RFP) Scope of Services, including: the characteristics the Board is seeking in the next superintendent; District strengths and challenges; the process for engaging groups and individuals in the search process; approval of an official timeline and meeting dates; Board and Search Firm protocols during the search; possible contract parameters for the new superintendent; potential internal candidates; the Board's liaison with Leadership Associates and spokesperson for the Board; and all other matters addressed in the RFP Scope of Services. We will meet with Board members individually, in person or by phone to learn each member's unique perspective. We will also be prepared to suggest criteria for consideration based on our own professional expertise. Immediately following the initial meeting, we will work with district staff to create a Superintendent Search webpage on the district's website where members of the community can receive updates on the search process, including access to online surveys.

Phase 2: Community and Staff Input (Key Personnel: Consultants, LA / district admin. support)

After working with the Board to develop a community engagement plan, we confer with the individuals and groups you request (community, staff, students). We share the search process, timeline, answer questions, and solicit input regarding the desired qualities, characteristics, background, and experiences of the new superintendent, and we discuss the key characteristics of the District's culture, strengths, and future challenges and issues. We spend the time necessary to ensure full input. If individuals are unable to attend the meetings, but would like to provide additional information, or prefer to submit their ideas in a different format, opportunities are provided to contact us via email or telephone. We also have an online survey that can be posted in various languages on the District website to encourage broader participation of staff and community. We prepare a thorough report containing the comments from each group, individuals, and the survey, and send it to Board members approximately one week after the input. We follow up with you after you receive the report to review any questions you have.

Phase 3: Position Description (Key Personnel: Consultants, LA / district admin. support)

The Position Description will clearly state the criteria which applicants for the position should address in completing their application. It will also reflect input received on qualities and characteristics desired, a description of the District and community, and key search dates. The Board reviews the draft and makes changes before the description is finalized. The description is posted on our website, distributed widely, and can be posted on the District's website.

Phase 4: Advertising, Recruitment, Reference Checking (Key Personnel: Consultants)

After our sessions with the Board, staff and community, we advertise and actively recruit both statewide and nationally. We will also conduct reference and database checks on all potential candidates. All partners participate in this process in order to take advantage of our extensive state and national network. These are very critical activities as we work diligently to find the

candidates that best match those qualities and characteristics on the Position Description. We verify degrees, credentials and professional experiences. We do extensive confidential reference checking including conversations with people not listed on the candidate's application. We keep the Board informed on a regular basis about the progress of the search.

Phase 5: *Selection of Finalists (Key Personnel: Consultants, Board, LA / district admin. support)

At this Closed Session meeting, we will review and discuss all applicants, recommend candidates you should consider interviewing, and explain our rationale for recommending some and not others. We will provide a tiered ranking of candidates for your review. The Board, however, makes the final decision on those to be interviewed and determines the interview schedule and location. We offer sample interview questions developed by consultants and assist the Board in finalizing them with a focus on the specific needs of the District as gleaned from the input process and reflected in the position description. In addition to making interview arrangements with the candidates, we provide all the materials the Board needs for the interview and make logistical arrangements in coordination with the superintendent's assistant or designated district liaison.

Phase 6: *Final Interviews (Key Personnel: Consultants, Board, LA / district admin. support)

The Board conducts the interviews in Closed Session with the consultants observing and handling all the logistics. We are present during the interviews and will help facilitate discussions assisting the Board as needed to help you in making your selection of the final candidate. We also assist with various follow up steps that need to be completed and inform all candidates of the outcome.

Phase 7: Validation Process; Contract (Key Personnel: Consultants, Board, LA / district admin. support)

The purpose of the validation process is to confirm the Board's choice prior to the official contract offer. The Board will determine participants for this process. While the consultants will not participate, we will work with the Board and the finalist as needed to develop final parameters for an agreement on the superintendent's contract. We recommend prior discussions with the Board on this topic since it is our intention to recruit candidates who will work within the contract parameters established by the Board.

Phase 8: Public Approval of Contract (Key Personnel: Consultants, Board, district admin. support)

Following the validation process, the Board takes public action at a regularly scheduled board meeting to employ the new superintendent. Leadership Associates will assist the Board and staff with a communication plan and other activities to support the approval of the new superintendent's contract.

Phase 9: After the New Superintendent is Signed (Key Personnel: Consultants, New Superintendent)

We provide and review with the new superintendent the Board and community input. We are available to provide additional follow up services as desired. These services could include developing a transition plan and an initial workshop for the governance team to establish goals for the new superintendent, and the superintendent's evaluation process.

Confidentiality: Leadership Associates strongly believes the quality of the applicant pool is directly dependent on the confidentiality of the process. Leadership Associates will not divulge the names of interested applicants to any party other than the Board within Closed Session. Reference checks will also be conducted using strategies that will maintain the confidentiality of the process. Throughout the process Leadership Associates will be available to answer any questions you may have.



PROPOSED TIMELINE

(Flexible based on Board direction)

Pacific Grove Unified School District Superintendent Search

Note: *Blue italicized text* indicates Board Participation

APRIL 2023 Preliminary Phase	April 17	District receives proposals
	April 20	<i>Proposal Presentations / Board Selects Firm [May 4]</i>
MAY 2023 Community Engagement	May 8 or 9 (Special Mtg)	<i>Initial Meeting with the Board; Board determines characteristics, skills & qualities desired in new superintendent; publicly announces timeline and procedures (Open and Closed Session; approx. 2-3 hrs. total)</i>
	May 11-19	Online survey dates [specified languages]
	May 18 & 19	Consultants confer with staff and community designated by the Board to receive input [one day Zoom and one day in person]
APRIL-MAY 2023 Advertisement and Recruitment	April-May	Consultants identify potential candidates; Development and posting of Position Description
	May 15 [*requires May 8th submission date] and May 22	Advertising and active recruitment; Ad appears in <u>EdCal</u> , (Two consecutive publication plus immediate online ACSA posting)
	May 31, 4:00 PM	Deadline for applications
MAY-JUNE 2023 Interviews and Selection	May-June	Consultants complete comprehensive reference and background checks on applicants
	June 22 (Special Mtg)	<i>Board confers with consultants, reviews all applications and selects candidates to be interviewed (Closed Session; approx. 2-3 hours)</i>
	week of June 26 (Special Mtg)	<i>Board interviews candidates; selects finalist (Closed Session; all-day meeting)</i>
JUNE 2023 Contract Approval	ASAP [if desired]	<i>Board completes the validation process of the leading candidate and makes final determination</i>
	1st regularly scheduled July 2023 meeting	<i>Board approves superintendent contract at a regularly scheduled board meeting</i>
JULY 2023 Start Date	July (as mutually agreed)	New superintendent begins

REQUEST FOR PROPOSAL PRICE FORM

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RE: Request for Proposal – Superintendent Search

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of Leadership Associates, having carefully examined the Notice to Proposers, the Instructions, and the Specifications for the proposed request for proposal, proposes to perform the contract, including all of its component parts, and to furnish all services, and taxes called for by them for the entire order, as follows:

Amount of proposal \$19,000

SUBMITTED BY:

Leadership Associates
COMPANY

449 W. Foothill Blvd., #427
ADDRESS



SIGNATURE

Glendora, CA 91741
CITY/STATE/ZIP

Betty Hall
PLEASE TYPE OR PRINT NAME

Administrative, Fiscal Services
TITLE

April 24, 2023
DATE

(760) 771-4277
PHONE



FEE AND SUMMARY OF SERVICES

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SUPERINTENDENT SEARCH

TOTAL FEE TO CONDUCT SEARCH: \$19,000 (all-inclusive)

This fee includes:

- All expenses incurred by consultants
- All meetings with the Board
- Development and posting of the position description announcing the position
- Cost of advertising in EdCal (Two consecutive publications)
- Acceptance of applications and responding to all inquiries regarding the position
- Recruitment of candidates and extensive background checks
- Gathering of community and staff input and providing Board with a written report, including online survey
- Coordination of logistics of the search:
 - scheduling appointments
 - notification of unsuccessful candidates
 - scheduling community visit
- Assisting in the development of interview questions and supporting the Board with the interview process
- Assisting the Board's administrative assistant throughout the process with templates, online posting updates and sample agenda language
- Acting as an advisor to the Board of Education
- Assisting the new superintendent and Board through transition and community verification visit, if conducted
- The search is concluded upon Board selection of a Superintendent/Finalist

GUARANTEE

- Should the superintendent leave within two years, Leadership Associates will conduct a search targeted at identifying specific qualified candidates at no cost except for advertising costs and direct expenses provided the Board majority has remained the same and the Board has established first year annual goals for the superintendent.



SAMPLE SERVICES AGREEMENT

LEADERSHIP ASSOCIATES

www.leadershipassociates.org

449 W. Foothill Blvd., #427

Glendora, CA 91741

(916) 520-4951

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this ____ **day of May 2023** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **PACIFIC GROVE UNIFIED SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search, as delineated in the attached proposal.

The District agrees to pay the Contractor **NINETEEN THOUSAND DOLLARS (\$19,000)** for services provided. Payment is to take place in two increments: **(1) \$9,500** upon completion of stakeholder input, and **(2), \$9,500** upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

**Remittance payable/forwarded to: Leadership Associates
Attn: Betty Hall
449 W. Foothill Blvd., #427
Glendora, CA 91741**

The Contractor is to perform the above services beginning May __, 2023.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-038 3653

DISTRICT:
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: Betty Hall

Name: _____

Dept: Fiscal Services

Title: _____

Date: _____

Date: _____

NON-COLLUSION DECLARATION

State of California)
) ss.
County of Madera)

I, Sally Frazier, being duly sworn, declare that I am a consultant with Leadership Associates, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 11th day of April 2023 at Madera, California.



Signature

NON-COLLUSION DECLARATION

State of California)
)
County of Santa Clara) ss.

I, Eric Andrew, being duly sworn, declare that I am a consultant with Leadership Associates, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 11th day of April 2023 at Campbell, California.



Signature

A Proposal Prepared for

Pacific Grove Unified School District

Pacific Grove, California

for

*The Search and Selection of a
Superintendent of Schools*

submitted in collaboration with



by

MCPHERSON *MJ* JACOBSON, LLC
EXECUTIVE RECRUITMENT & DEVELOPMENT



Phone: 888-375-4814
Email: mail@macnjake.com
Website: www.macnjake.com

Cover Letter



MCPHERSON & JACOBSON, L.L.C.
Executive Recruitment & Development
in collaboration with the California School Boards Association



888-375-4814 ♦ Email: mail@macnjake.com ♦ Website: www.macnjake.com

April 12, 2023

Board of Trustees
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, California 93950

Thank you for the opportunity to respond to your RFP. The enclosed proposal describes the professional services the California School Board Association representative, McPherson & Jacobson, L.L.C. will provide Pacific Grove Unified School District in ensuring your superintendent search secures quality leadership for the district.

McPherson & Jacobson will work with the board to design a search that meets the unique needs of your school district. Our firm's five-phase protocol allows the board to concentrate on the most important segments: the interview and selection of the successful candidate. Our team of consultants, working in conjunction with the board and diverse stakeholder groups you identify, will implement a systematic, comprehensive process culminating in the hiring of the most qualified candidate for your district.

At the core of our firm's work is the belief that every student is entitled to high quality education and that this is dependent upon quality leadership. We understand that students have diverse needs, thus, we focus on the intentional recruitment of a diverse candidate pool that includes ethnic and cultural identity as well as experience in culturally proficient practices that have proven successful in addressing educational equity gaps. This unique approach is made possible through the diverse and extensive network of our consultants who have various levels of expertise in the school system from superintendents, to school board members, to educational equity experts. We believe this has contributed to our successful placement of qualified candidates around the state and nation who have met extensive equity focused criteria and continue to make an impact in the districts they serve.

McPherson & Jacobson has been conducting searches for boards of education since 1991. Our California consultants will ensure your search results in quality leadership for your district.

Our contact information:

McPherson & Jacobson, L.L.C.
11725 Arbor Street, Suite 220
Omaha, Nebraska 68144
Telephone: 402-991-7031/888-375-4814
Fax: 402-991-7168
Email: mail@macnjake.com

We welcome the opportunity to meet with your board to present our proposal and discuss our proven search process.

If our proposal is accepted, McPherson & Jacobson agrees to enter into a contract under the terms and conditions shown in the Instruction to Proposers and the Specifications.

Sincerely,

Dr. Norman Ridder by pky

McPherson & Jacobson L.L.C.

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04/23

About McPherson & Jacobson

Our Contact Information:

McPherson & Jacobson, L.L.C.
 11725 Arbor Street, Suite 220
 Omaha, Nebraska 68144
 Telephone: 402-991-7031/888-375-4814
 Fax: 402-991-7168
 Email: mail@macnjake.com

The McPherson & Jacobson Difference

“It’s About the Kids”

- WE BELIEVE every student is entitled to a high-quality education. We strongly believe quality education is dependent upon quality leadership.
- OUR MISSION is to ensure your search results in quality leadership for education excellence.

McPherson & Jacobson has developed a protocol that provides for high involvement of stakeholders, while keeping the board in complete control of the process.

One of the hallmarks of McPherson & Jacobson, L.L.C. is the belief that the search for a public executive should be conducted with as much transparency as possible. We have designed a process, which keeps the board in complete control of the search, while inviting various stakeholder groups to provide input and become meaningfully involved in the process.

Qualifications and Background of McPherson & Jacobson, L.L.C.

California School Board Association Search Service

The **California School Board Association** has selected McPherson & Jacobson, L.L.C. to represent them in conducting superintendent searches in California. McPherson & Jacobson is a leading national search firm that has California-based consultants. Our California consultants understand California and its unique requirements and laws.

Leading National Search Firm

McPherson & Jacobson, L.L.C. has been conducting national searches for governing boards since 1991. The firm has placed **over 940 superintendents** and other officials in public and non-profit organizations across the United States. **McPherson & Jacobson is one of the leading national superintendent search firms.**

Nationwide Network of Experienced Consultants

McPherson & Jacobson has **over 130 consultants** across the nation. Over one-fourth of McPherson & Jacobson consultants are minorities or female. Our diverse group of consultants has extensive backgrounds in education and public service including current and former superintendents, assistant superintendents, university professors, and school board members. Over fifty percent have a doctorate degree. Their diversity and expertise ensures your search results in quality leadership for education excellence.

Sustainability in Leadership

Waters and Marzano review of 3.4 million students' achievement scores found that Superintendents' tenure is positively correlated with student achievement.

Organizations using the McPherson & Jacobson protocol have enjoyed sustainability of leadership. Over the last five years, **over eighty-five percent** of administrators are in the position for which they were hired. **Almost sixty percent** of administrators are still in the position for which they were hired within the past ten years. **Over forty percent** of the administrators selected by governing boards within the past 15 years continue in the position for which they were hired.

McPherson & Jacobson, L.L.C. Non-Discrimination Policy

McPherson & Jacobson, L.L.C. is dedicated to serving school districts by supporting all candidates regardless of cultural and ethnic diversity

As an organization, we are committed to equitable practices that will ensure the equal access for all candidates. This commitment means that success will not be predicted nor predetermined by race, ethnicity, socioeconomic status, cognitive/physical ability, language, marital status, gender, sexual orientation, gender identity, disability, or religion.

Every decision McPherson & Jacobson, L.L.C. makes will be committed to the following foundational beliefs:

1. Consultants share the moral imperative and collective ownership to identify and eliminate disparities to ensure all candidates have an equal opportunity regardless of their race, ethnicity, socioeconomic status, cognitive/physical ability, language, marital status, gender, sexual orientation, gender identity, disability, or religion;
2. Eliminate barriers in recruitment, hiring, retention, and internal processes;

3. Utilize culturally relevant practices that do not discriminate based upon language, marital status, gender, sexual orientation, gender identity, cognitive/physical ability, or religion;
4. Promote catalytic leadership for educational and community partners;
5. Support the continuing development of all personnel with a focus on their mindset, beliefs, knowledge, and skills, including an understanding of implicit bias and racial identity;
6. Incorporate the voices, cultures, and perspectives of diverse students, families, and communities into decision making to create a sense of belonging for all;
7. Support and comply with State and District policies.

Applicant Diversity

While McPherson & Jacobson does not represent candidates, we keep a data bank of quality candidates. Once a board identifies the characteristics it desires in its new superintendent, the consultants from McPherson & Jacobson, L.L.C. will identify and aggressively recruit, on a national level, candidates who match the board's identified criteria.

McPherson & Jacobson has **over 130 consultants** across the nation. Our diverse group of consultants has extensive backgrounds in education and public service including current and former superintendents, assistant superintendents, university professors, and school board members. Over fifty percent have a doctorate degree. Their diversity and expertise ensures your search results in quality leadership for education excellence.

We use our consultant network to track the careers of successful administrators. We also work closely with universities, colleges, and professional organizations that represent and promote minority and female applicants.

For the past five years, approximately **one-third** of our applicants have been female and almost **one-fourth** of our applicants have been ethnically diverse.

In the past ten years, **one-third** of the boards we have represented have placed women or ethnically diverse candidates.

Selected References

Superintendent Searches

South Monterey County Joint Union High School District

800 Broadway St.

King City CA 93930

School Phone: 831-385-0606

School District Contact: David Gaboni 831-809-2268

Search Year: 2022/23

Enrollment: 2,200

Linden Unified School District

18527 E. Main St.
 Linden CA 95236
 School Phone: 209-887-3894
 School District Contact: Virginia Lavagnino/ Grace Luke
 Board Contact: Eric Nims 209-481-2203
 Search Year: 2020/21
 Enrollment: 2,300

Gonzales Unified School District

600 Elko St.
 Gonzales CA 93926
 School Phone: 831-675-0100
 School District Contact: Monica Silva 831-809-1066 ext. 8110
 Board Contact: Celeste Daniel 831-744-6456
 Search Year: 2021/22
 Enrollment: 2,000

Old Adobe Union School District

845 Crinella Drive
 Petaluma CA 94954
 School Phone: 707-765-4321
 School District Contact: Dawn Walker
 Board Contact: Heather Burton 707-291-6930 707-291-6930
 Search Year: 2019/20
 Enrollment: 1,950

Riverbank Unified School District

6715 Seventh Street
 Riverbank CA 95367
 School Phone: 209-869-2538
 School District Contact: Susana Andalon
 Board Contact: Ernest Velasco
 Search Year: 2022/23
 Enrollment: 2,400

Consultants for Search

Bios

Dr. Daniel Moirao—Lead Consultant



Dr. Daniel Moirao joined McPherson & Jacobson in 2019. Dr. Moirao has served as superintendent of schools in vastly diverse multicultural communities, urban, suburban, and rural. He has also been appointed as a State Administrator for a school district under state receivership. These districts are now recognized for their academic prowess and fiscal stability.

Dr. Moirao has been effective in working with schools, school districts and their leaders to develop highly successful equitable learning organizations that have exceeded their goals. He is a certified executive coach, and trainer of leaders, a strategic planner and facilitator. Dr. Moirao is a dynamic leader, trainer, teacher, and keynote speaker for administrators, teachers, and parents.

Dr. Moirao has participated in superintendent searches for: Gonzales Unified School District, Evergreen Elementary School District, Pacifica School District, Stockton Unified School District, and Newark Unified School District.

Dr. Michele Huntoon



Dr. Michele Huntoon joined McPherson & Jacobson in 2022.

Dr. Huntoon has participated in the CUE, Inc. Executive Director/CEO search; and the superintendent search for South Monterey County Joint Union High School District

Resumes

Dr. Michele Huntoon
Hollister, California 95023
Email: m_huntoon@macnjake.com
Phone: 916-300-7997

Educational Background

Ed. D.	2021	Concordia University	Educational Leadership
B.S.	1991	Sacramento State University	Business/Accounting
A.A.	1988	American River College	Liberal Arts

Professional Experience

Dates		Title	District	Location	Enrollment
2021	to Present	Consultant	McPherson & Jacobson, L.L.C.		
2016	to Present	Superintendent	Aromas-San Juan Unified School District		
2016	to 2016	Interim Superintendent	Aromas-San Juan Unified School District		
2015	to 2016	Education Consultant			
2015	to 2015	Associate Superintendent of Business	Alameda County of Education		
2013	to 2015	Chief Business Official	Stockton Unified School District		
2009	to 2013	Instructor	CBO CASBO/FCMAT Mentor Program	Sacramento, CA	
2005	to 2013	Adjunct Faculty	University of Southern California USC	Sacramento and Orange County, CA	
2004	to 2016	Presenter	ACSA CBO Business Manager's Academy	Northern CA	
2003	to 2004	Adjunct Faculty	California State University	Sacramento, CA	

2000	to	2013	Associate Vice President	School Services of California, Inc.
1998	to	2002	Independent Certified Public Accountant	Michele A. Huntoon, CPA, Sole Proprietor
1995	to	1998	Finance Director	Placer County Office of Education
1991	to	1995	Audit Manager	Richard Goodell & Company, CPAs

Professional Organization Memberships

Name of Organization	Dates			Offices Held
Rotary Club	2021	to	Present	Foundation Chairperson
South County CalSOAP	2019	to	Present	Chair
San Benito County SELPA	2019	to	2020	Chair
Superintendents' Executive Leadership Forum (SELF), UC Davis School of Education	2019	to	2020	Member
Region 10 Association of California School Administrators (ACSA)	2019	to	Present	Treasurer
California School Business Officials	1997	to	2000	Chair

Search Process

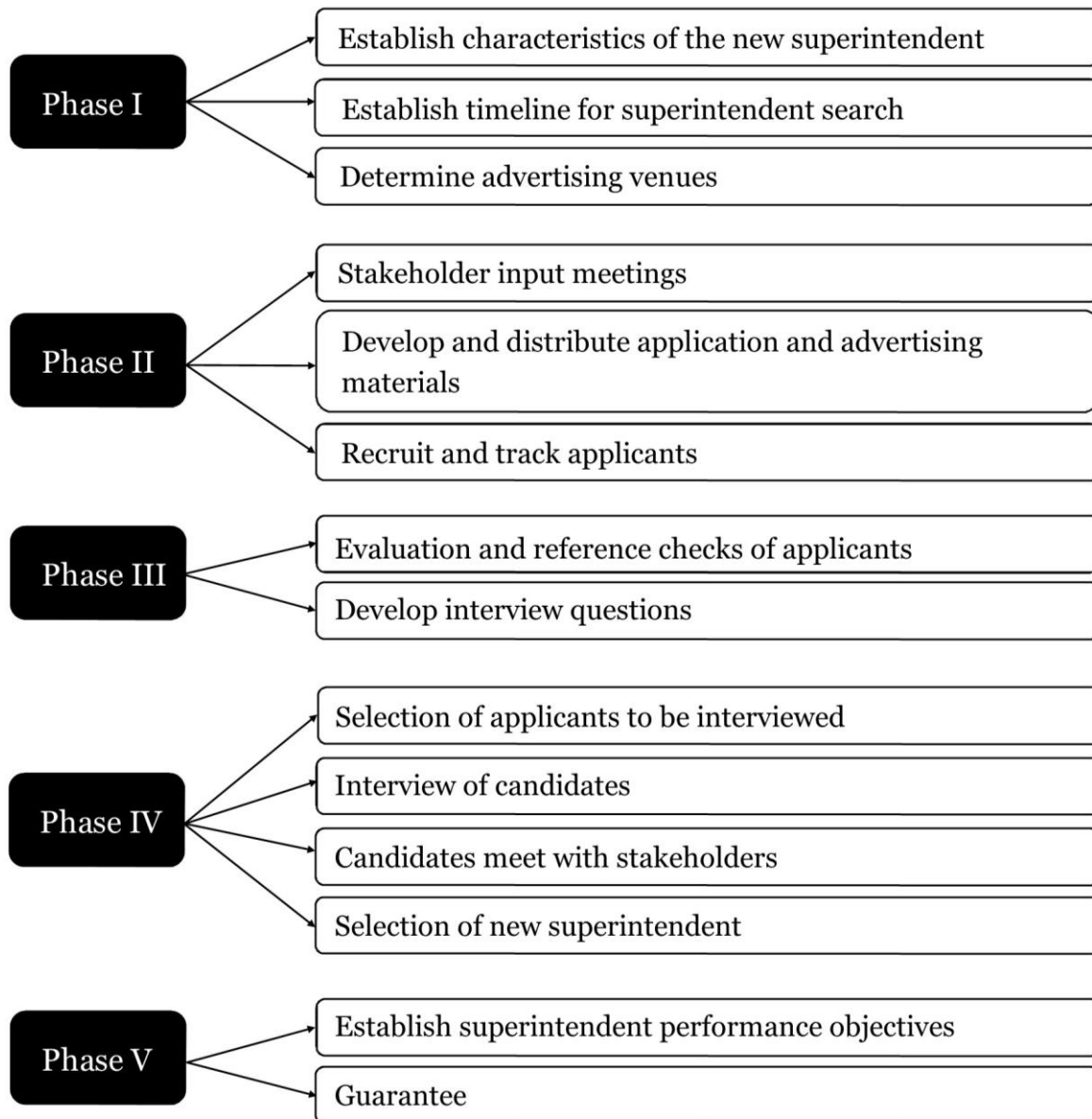
Executive Summary

McPherson & Jacobson L.L.C. provides a comprehensive search process. Below are some of the highlights of our process:

- Our process is comprehensive and provides critical support for the most time-consuming aspects of recruiting and screening the candidates, so the board can focus on interviewing and selection.
- Transparency is a hallmark of our protocol. Stakeholder participation emphasizes the transparency of our process.
- We take the entire board through a consensus decision-making process to identify the top criteria for the selection of the new superintendent.
- We meet with groups to ensure broad-based stakeholder input in the selection process. In addition, we provide an online survey to reach out to anyone who could not attend a stakeholder meeting. The consultants will present a comprehensive written report to the board, which includes all of the comments recorded during the input sessions.
- McPherson & Jacobson's consultants actively recruit candidates that meet the selection criteria. If desired, we will recruit non-traditional candidates.
- Applicant confidentiality is important to attract top candidates. Names remain confidential until the board selects their finalists.
- We continue to work with your school district until a superintendent is hired and in place.
- Phase V provides a continued commitment to work with your board and new superintendent for one year. We help you collaboratively establish annual performance objectives for the new superintendent's first year. Evidence from previous searches shows this phase to be very positive as it fosters a good transition.
- We are so confident of our ability to identify the district's criteria, recruit and screen applicants against those criteria, and assist during the transition period, that we guarantee our service. If your superintendent leaves for whatever reason during the guarantee period, we will repeat the process for no charge except for actual expenses.

***Our mission is to ensure your search results in quality
leadership for education excellence.***

Five Phases of a Superintendent Search



Phase I—Initiating the Search Process

- ✓ **Using a group process with the board, identify the most important characteristics of the future superintendent.**

The consultants will assist the board in identifying the most important characteristics the board would like the new superintendent to possess. These characteristics will be used as a template for recruiting and selecting candidates.

✓ **Establish appropriate timelines and target dates for the selection process.**

The consultants will prepare a proposed calendar for the search process. Dates for advertising the announcement of vacancy, closing date, dates for interviewing, a target date for selecting the new superintendent, and a date for the new superintendent to begin will be determined.

✓ **Determine, with the board, appropriate advertising venues.**

The consultants will assist the board in determining the scope of the search. Appropriate media venues (professional journals, trade papers, newspapers, and websites) and associated costs will be presented for consideration.

✓ **Identify appropriate stakeholder groups.**

The board will identify the various stakeholder groups that they want McPherson & Jacobson's consultants to meet with to solicit input into the process.

✓ **Assist the board in determining compensation parameters.**

In order to recruit and select top candidates, compensation packages need to be competitive. Our consultants will present data indicating what districts in the same geographic region and similar size are paying superintendents. Whenever possible, they will also present compensation information for districts that recently hired a superintendent. This information is provided for the board's consideration of compensation parameters.

Final compensation decisions will be determined by the board and the selected candidate.

✓ **Identify the point of contact for the district**

The board will identify an appropriate staff person to work with the consultants to coordinate the logistics of the search. This includes tasks such as assisting with information for the promotional brochure and coordinating details for stakeholder input and other meetings within the district.

Phase II—Stakeholder Input, Advertising the Position, Recruiting Applicants

✓ **Work with the district to schedule the stakeholder input meetings.**

The consultants will work with the district's point of contact to determine the stakeholder input schedule and coordinate notifying the stakeholders about the meetings.

✓ **Meet with groups identified by the board to provide stakeholder input into the selection process.**

The consultants will meet with the stakeholder groups identified by the board and solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the issues facing the new superintendent, and the characteristics they would like to see the new superintendent possess.

The board chooses which groups it would like the consultants to meet with, but the most common groups include central office administrators, building administrators, teachers, classified staff, students, and community and business groups. The consultants will assist the board in choosing which groups it wishes to include.

For any unable to attend a stakeholder meeting, we provide an online version of the questions we ask the groups. At the request of the district, the survey can be available in multiple languages.

The results of the stakeholder meetings and online stakeholder input are summarized by the consultants and presented to the board.

✓ **Develop promotional literature and brochures announcing the vacancy.**

In order to attract quality applicants, it is important to promote your school system and community. With on-site assistance from the district, the consultants will assist in preparing an announcement of vacancy that highlights the strengths of your school system and community. Our graphic artist will prepare a professional color brochure that highlights the school district and community, including the board's selection criteria, the board members, and the application procedures and timelines.

✓ **Prepare and place announcement of vacancy.**

McPherson & Jacobson's staff will prepare and place the announcement of vacancy. It will be sent to the state school board and administrator associations, as well as media venues selected by the board. Additionally, McPherson & Jacobson maintains an interactive website (www.macnjake.com) that allows applicants to access all the application materials and apply online. The website averages over 225,000 hits per month.

✓ **Develop an application unique to your vacancy that reflects the selection criteria determined by the board.**

McPherson & Jacobson's staff will create an application form requiring applicants to describe their strengths and experiences relating to each criterion identified by the board. This will be one of the preliminary screening devices used by the consultants when assessing potential candidates.

✓ **Post application information and notify interested applicants.**

McPherson & Jacobson's staff contacts potential applicants and manages all the application materials using our online application software. Our office staff handles this task without assistance from your district.

✓ **Actively recruit applicants who meet the district’s needs.**

While McPherson & Jacobson does not represent candidates, we actively maintain a data bank of quality candidates. Once the board has chosen its selection criteria, we will send the information to all of our consultants across the United States, asking them to nominate candidates who would be a good match. We will encourage those candidates to apply. Some of the best candidates may not be actively seeking another position and will need to be recruited.

McPherson & Jacobson stays current with trends in educational leadership by being an active participant and presenter at national and state education conferences. We participate in Job Central at the American Association of School Administrators conference, the National School Boards Association annual conference, and others such as the AASA Women’s Leadership Conference.

✓ **Confidentiality of Applicants**

McPherson & Jacobson proposes an open process for the search. We believe the public business should be done in public with transparency. We also understand the need for applicants’ confidentiality. Our process keeps the names of all applicants confidential until they are named a finalist for the position, at which time the names of the finalists are made public.

If the board believes that the names of the finalists should be kept confidential until they make their selection, we can do that. This is your search and we will adapt our process to fit your unique needs.

✓ **Keep all applicants informed of their status in the selection process.**

During the application process, McPherson & Jacobson’s staff monitors applicants and notifies them of what is still needed to complete the process.

✓ **Communicate with all Board Members in a timely manner**

The consultants will communicate with all board members keeping them informed of the status of the search throughout the process.

Phase III—Applicant Screening

✓ **Evaluate each applicant against the selection criteria.**

The consultants will read and evaluate all of the completed files submitted by applicants. They will read the application form and all of the additional material in each file and begin reviewing against the selection criteria.

✓ **Conduct reference checks.**

We understand that applicants do not submit references who will not speak highly of them. We begin with the references given and ask them a list of questions relevant to the selection criteria. After asking those questions, we ask each reference to give us the names of other people who can speak of the applicant’s qualifications. We then call those individuals and ask them the same set of questions, including asking them to give us the names of other people who can speak of the applicant’s qualifications. We go a minimum

of three people removed from the primary references. What we are looking for is consistency of answers that will verify the applicant's strengths and weaknesses.

In addition to contacting references, the consultants conduct an extensive Internet search of the applicants.

✓ **Pre-Interview and Video of Shortlist Applicants.**

The consultants will pre-interview applicants to be submitted on the shortlist. We will have these applicants submit a video which the consultants can share with the board.

✓ **Assist the board in developing a set of interview questions that reflect the identified selection criteria and characteristics.**

The consultants will present an extensive list of potential interview questions that reflect the selection criteria and characteristics desired by the board. The board members choose interview questions that reflect their criteria and priorities.

If the board chooses to conduct two rounds of interviews, the consultants will assist in developing interview questions for both rounds of interviews.

Phase IV—Reviewing Candidates with the Board, Interviews

✓ **Review candidates with the board and assist board members in determining which candidates they will interview.**

The consultants will present a complete list of applicants, who completed the application process, to the board for its review. We do not eliminate any applicants; however, a short list will be submitted of those applicants who we found most closely met the district's criteria. The consultants will present a reference profile demonstrating the consistent feedback for each short list applicant.

Upon reviewing the recommendations, the consultants will assist the board members in identifying which applicants they wish to consider as candidates for interviews.

✓ **Conduct background checks.**

Included in the expenses are a criminal/financial/degree verification background checks for the candidates selected to be interviewed.

✓ **Assist the board in determining interview procedures.**

After the board selects their final candidates to interview, the names of these candidates will be made public upon confirming the interviews (if the board chooses to release the names). During the interview process, the stakeholder groups will have an opportunity to meet the individual candidates.

If the board chooses to conduct semi-finalist interviews, the candidates will only meet with the board. The names of the semi-finalist candidates will remain confidential (in states where an executive session is allowed), and stakeholders will not meet the semi-finalists. The finalist interviews will be conducted as described in the paragraph above.

✓ **Coordinate interview and visitation procedures.**

If the board chooses, McPherson & Jacobson will schedule semi-finalist interviews. Semi-finalist interviews are typically conducted with the board only. After the semi-finalist interviews, the board will select their finalists.

If the board chooses to involve stakeholder groups in the interview process, the consultants will assist in establishing the finalist interview schedule that includes district staff, students, and community groups. A typical interview day will include a tour of the district and community, meeting with stakeholder groups, and a formal interview with the board.

✓ **Assist the groups identified by the board in planning for meeting each candidate and providing feedback to the board.**

If the board chooses to involve stakeholder groups in the interview process, representatives will be selected from the stakeholder groups identified by the board. The purpose of these groups is two-fold: 1) to promote the school district and community to the candidate; and 2) to form an impression of each candidate, which they will share with the board. The board will identify chairpersons for each stakeholder group. The consultants will meet with the chairpersons to discuss their roles and responsibilities. The consultants will also provide the chairpersons with a form to record the group's consensus impressions of each candidate's strengths and any concerns or questions the group may have. Each form will be sealed in an envelope and turned in to the district contact person.

✓ **Coordinate visitation procedures for the candidate's spouse/significant other.**

We encourage boards to invite spouse/significant others to attend the interview day. The consultants will coordinate, with the point of contact, a portion of the interview day for the spouse/significant other to have an expanded visitation of the community. Tours typically include available housing, medical facilities, churches, recreational opportunities, and areas of interest unique to your community.

✓ **Assist the board in making final arrangements for each candidate's visit.**

It is common practice for the district to pay interview expenses for the candidates and their spouse/significant others. To ensure that expenses stay within established guidelines, the consultants will assist the point of contact in making lodging and travel arrangements for each candidate.

✓ **Contact all finalists and schedule their interview dates.**

The consultants will contact the final candidates, notifying them they are finalists for the position and scheduling their interview dates. The consultants will be the contact for answering any questions and coordinating the candidates' visits to the district.

✓ **Notify all applicants not selected for an interview.**

Once the board has selected its final candidates, all other applicants will receive, on behalf of the board, a personalized notification thanking them for taking the time to complete the application materials and notifying them that they are not a finalist.

✓ **Personally contact each finalist who was not offered the position.**

Once a contract has been offered by the board and accepted, the consultants will call each of the other final candidates and thank them on behalf of the board for interviewing for the position. *These candidates are not notified until an offer has been accepted.* If by chance you lose your top candidate, we want to keep viable candidates available.

Phase V—Transition with Success

✓ **Establish performance objectives for new superintendent.**

Working with the board and new superintendent, the consultant will assist in establishing two or three performance objectives the board wants the superintendent to focus on during the first year. These objectives are beyond the day-to-day school district operations.

Once the performance objectives have been identified, board members will be asked what they will accept as evidence of progress towards the accomplishment of the identified objectives.

The superintendent will take the information generated from this session and develop an action plan for achieving the performance objectives.

✓ **Provide a guarantee.**

If the board chooses to use our complete service, we will guarantee our process for **two (2) years**. If the person selected leaves the position, **FOR WHATEVER REASON**, within the guarantee period, we will repeat the process at no charge except actual expenses.

We are convinced that our process of identifying your most important selection criteria, meaningfully involving stakeholders, screening candidates against the criteria, and working with you during the critical first year, will ensure your search results in quality leadership for education excellence.

Timeline

The timeline for the search process is established when we meet with the board, so we can address the unique needs of the district. However, the time from our first meeting with the board until the finalist is selected is typically a minimum of two to three months.

Possible Timeline: *(can be adjusted to meet the needs of the board and district)*

- At the beginning of the search (**early May 2023**)
 - The qualities for the new superintendent are identified
 - A formal timeline is established
 - Advertising decisions are made
 - Application information is posted
 - A brochure is created to advertise the district and the vacancy
- At the time designated by the board (**mid to late May 2023**)
 - Stakeholder group meetings are held
 - A summary of stakeholder input is presented to the board
- As applications arrive in our office
 - Applications are monitored and applicants are notified of the deadlines to submit their materials
- After the closing date (**early June 2023**)
 - All the completed applicant files are forwarded to the consultants
 - The consultants begin the review and pre-interview process
- Approximately two to four weeks after the closing date (**mid-June 2023**)
 - Consultants provide information to the board on all applicants who completed the process
 - Consultants present summary profiles and video interviews of qualified candidates to the board
 - The board selects the candidates it wants to interview
 - Criminal/financial/degree verification background checks are conducted on the candidates selected to be interviewed
 - McPherson & Jacobson notifies each applicant not selected for an interview
- Soon after the board selects their candidates (**mid to late June 2023**)
 - Semi-finalist interviews are conducted (if chosen by the board)
 - The board interviews its final candidates
 - The board selects their new superintendent
 - McPherson & Jacobson's consultants contact each candidate who was interviewed to notify them of their status

*Responsibilities of Pacific Grove Unified School District
and McPherson & Jacobson, L.L.C.*

Event	McPherson & Jacobson's Tasks	School District's Tasks
1 st board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> The consultant guides the board in determining the following items <ul style="list-style-type: none"> ○ Characteristics for the new superintendent ○ The search calendar ○ Compensation parameters ○ Identify the appropriate constituent groups for stakeholder input ○ Advertising venues <input type="checkbox"/> The consultant works with the Point of Contact to compile: <ul style="list-style-type: none"> ○ Information to create the brochure announcing the vacancy ○ The list of names to be invited to the community input meetings 	<ul style="list-style-type: none"> <input type="checkbox"/> Provides consultant with the necessary information to create the brochure; the name of the Point of Contact; and the Board Contact List <input type="checkbox"/> Reviews and approves the brochure
After 1 st meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Application link is posted online <input type="checkbox"/> Brochure announcing the vacancy is created <input type="checkbox"/> Advertising is started <input type="checkbox"/> Vacancy announcements are sent out <input type="checkbox"/> E-mails are sent to applicants registered with McPherson & Jacobson notifying them about the opening <input type="checkbox"/> E-mails are sent to consultants regarding the opening, requesting they invite candidates to apply for the position <input type="checkbox"/> Opening is posted on social media and additional venues 	<ul style="list-style-type: none"> <input type="checkbox"/> Edit the brochure
During application period	<ul style="list-style-type: none"> <input type="checkbox"/> Consultants recruit candidates that fit the position <input type="checkbox"/> Monitors applicants and where they are in the application process <input type="checkbox"/> Notifies applicants of the closing date for submitting their materials <input type="checkbox"/> Lead consultant keeps the board up to date on the search 	<ul style="list-style-type: none"> <input type="checkbox"/> Posts a link to the McPherson & Jacobson website <input type="checkbox"/> Posts the brochure (announcement of vacancy) on their website <input type="checkbox"/> Advertises the opening on the district's social media platforms

Event	McPherson & Jacobson's Tasks	School District's Tasks
Stakeholder meetings are scheduled	<ul style="list-style-type: none"> <input type="checkbox"/> Home Office sends out invitations to the community stakeholder meeting(s) after receiving the information from the consultant and the district 	<ul style="list-style-type: none"> <input type="checkbox"/> Assists in organizing stakeholder focus groups and meeting schedule <input type="checkbox"/> Names and addresses are sent to Home Office for community meeting invitations <input type="checkbox"/> Posts meeting dates, times, and locations as open public forum <input type="checkbox"/> Assists in translating stakeholder input survey into the additional language(s) requested by the school district
Stakeholder meetings	<ul style="list-style-type: none"> <input type="checkbox"/> Consultants facilitate the stakeholder meetings, recording the input <input type="checkbox"/> An online stakeholder input survey is created, the link is posted on the McPherson & Jacobson website and also provided to the district to post 	<ul style="list-style-type: none"> <input type="checkbox"/> Link to online stakeholder input form(s) is (are) posted on the school district website
Stakeholder meetings completed	<ul style="list-style-type: none"> <input type="checkbox"/> Consultant summarizes key themes and gives the results to the district <input type="checkbox"/> Copy of summary is sent to Home Office <input type="checkbox"/> The stakeholder input summary report is created 	<ul style="list-style-type: none"> <input type="checkbox"/> "Stakeholder Input Report" is posted on the school district website
2 nd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Review stakeholder input summary report and provide copies to the district <input type="checkbox"/> The consultant guides the board in determining the following items <ul style="list-style-type: none"> o Interview questions o Length of contract, moving and interview expenses o Spouse/significant other's involvement in interview process o District Interview Schedule o Candidate Daily Interview Schedule <input type="checkbox"/> Interview questions are sent to Home Office to be formatted 	
Prior to 3 rd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Applicant packets are reviewed by the consultants and reference checks are performed <input type="checkbox"/> Contact candidates on short list and verify their interest in the position <input type="checkbox"/> Meet with stakeholder group chairs to review schedule, procedures, and screen questions 	

Event	McPherson & Jacobson's Tasks	School District's Tasks
3 rd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> The consultant facilitates the board's <ul style="list-style-type: none"> <input type="checkbox"/> Review of the list of all applicants <input type="checkbox"/> Overview of candidates on short list <input type="checkbox"/> Selection of finalists <input type="checkbox"/> Finalizing of interview dates & schedule <input type="checkbox"/> Review of interview questions & procedures <input type="checkbox"/> Finalizing candidate & spouse/significant other arrangements <input type="checkbox"/> Contact finalists and schedule interview dates, review schedule, discuss compensation and contractual issues <input type="checkbox"/> Work with Point of Contact to coordinate interviews (transportation, lodging, interview locations, etc.) <input type="checkbox"/> Send Candidate Daily Interview Schedule to each finalist <input type="checkbox"/> Conduct criminal/financial/educational degree verification checks on finalists selected to be interviewed <input type="checkbox"/> Notify the applicants who were not selected to be interviewed 	<ul style="list-style-type: none"> <input type="checkbox"/> Assist with lodging arrangements and welcome gifts <input type="checkbox"/> Arrange for spouse/significant other tour
Interviews	<ul style="list-style-type: none"> <input type="checkbox"/> Call Point of Contact after 1st interview to learn how it went <input type="checkbox"/> Call 1st candidate to learn their perspective and how the interview went <input type="checkbox"/> Suggest any possible improvements <input type="checkbox"/> Be available for questions <input type="checkbox"/> Be present at interviews if request is made by school district (additional fee for this service) 	<ul style="list-style-type: none"> <input type="checkbox"/> One candidate per day <input type="checkbox"/> Board member greets each candidate upon arrival to district <input type="checkbox"/> Informal interview-social setting <input type="checkbox"/> Formal interview <input type="checkbox"/> Spouse/significant other's visitation is coordinated
Finalist selected and accepted	<ul style="list-style-type: none"> <input type="checkbox"/> Call and make offer to candidate <input type="checkbox"/> Verify acceptance <input type="checkbox"/> Call other finalists <input type="checkbox"/> Sends out letter of congratulations to candidate who was chosen 	<ul style="list-style-type: none"> <input type="checkbox"/> Board meets and discusses each candidate individually <input type="checkbox"/> Read input forms submitted by stakeholder input groups <input type="checkbox"/> Have each board member rank order candidates <input type="checkbox"/> Select minimum of #1 and #2 candidate <input type="checkbox"/> Call and make offer to candidate <input type="checkbox"/> Send interview forms and files to the Home Office <input type="checkbox"/> Board evaluates our services
Phase V	<ul style="list-style-type: none"> <input type="checkbox"/> Facilitate board and superintendent's identification of 2-3 performance objectives and evidence of progress the board will accept <input type="checkbox"/> Consultant reviews superintendent's plan 	<ul style="list-style-type: none"> <input type="checkbox"/> Superintendent creates plan with target objectives and timelines <input type="checkbox"/> Plan is sent to consultant to be reviewed <input type="checkbox"/> Board adopts plan

Stakeholder Involvement

Obtaining stakeholder input is an integral part of McPherson & Jacobson's search process. Since 1991, McPherson & Jacobson has conducted over 940 superintendent searches for school districts ranging from 10 to over 300,000 students. For each search, we have coordinated stakeholder input sessions. Besides meeting with stakeholder groups designated by the board, an online input survey is also available for those who cannot attend the meetings. After the meetings have been completed, the board will receive a written report with the findings of the meetings and online input.

Initial stakeholder input sessions

The consultants will meet with groups identified by the board to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board. The board chooses which groups it would like the consultants to meet with, but the most common groups include central office administrators, building administrators, teachers, classified staff, students, and community and business groups. The consultants will assist the board in choosing which groups it wishes to include. An online survey option will be provided to stakeholders who are unable to attend the scheduled meetings.

Meeting the candidates

A representative group of eight to twelve people will be selected to represent each of the groups identified by the board. The consultants will meet with a chairperson for each group to discuss their roles and responsibilities. The purposes of these groups are two-fold: one, to promote the school district and community to the candidate; and two, to form an impression of each candidate, which they will share with the board. The consultants will coach each group on how to conduct the meeting with each candidate and what questions they can or cannot ask. The consultants will also provide the chairpersons with a form in which, using group consensus, they will record their impressions of each candidate. The forms will be sealed in an envelope after meeting with each candidate and turned in to the district contact person. Upon completing the interview process with all candidates, the board will receive and open the forms from each group.

Process for Obtaining Staff Input

The consultants will meet with central office administrators, building administrators, teachers, classified staff, and students, to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board.

Our normal protocol is to host meetings for the teachers and classified staff in the afternoon, right after school dismissal to give the maximum opportunity for the staff to participate. Central office and building administrator meetings are scheduled at multiple locations to maximize the opportunities for their input. Student input sessions are not scheduled during class time, they are normally held during lunch breaks.

Process for Obtaining Parent and Community Input

The consultants will meet with parents and community stakeholders, to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board.

Our normal protocol is to host meetings for the parents and community stakeholders in the evenings at multiple locations to allow as many stakeholders as possible to give their input.

McPherson & Jacobson will also allow stakeholders to submit their input online.

Process for Including Ethnically Diverse Communities

McPherson & Jacobson will work with the district to determine the best practices to obtain input from ethnically diverse communities in the district. If in-person meetings are required, McPherson & Jacobson will work with the district to obtain the necessary translators.

Process for Obtaining Online Stakeholder Input

McPherson & Jacobson will create an online input survey to allow stakeholders to submit their input. At the request of the district, surveys for multiple languages can be developed and posted.

Cost Proposal

Required Form

REQUEST FOR PROPOSAL PRICE FORM

Pacific Grove Unified School District

RE: Request for Proposal – Superintendent Search

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of McPherson + Jacobson, L.L.C., having carefully examined the Notice to Proposers, the Instructions, and the Specifications for the proposed Superintendent Search Services proposes to perform the contract, including all of its component parts, and to furnish all services, and taxes called for by them for the entire order, as follows:

Amount of proposal \$ 18,500
* per parameters on the following pages

SUBMITTED BY:

McPherson + Jacobson, L.L.C.
COMPANY

11725 Arbor St., Suite 220 Omaha NE 68144
ADDRESS CITY/STATE/ZIP

Norman Ridder Norman Ridder
SIGNATURE PLEASE TYPE OR PRINT NAME

Owner Apr 12, 2023
TITLE DATE

402-991-7031
PHONE

Investment

The fee for conducting the superintendent search is \$13,000 for Phases I-V.

McPherson & Jacobson has the tools to conduct all or some components of the search process electronically. We can work with the board to determine the best practices as the search progresses to determine if in-person or online meetings will best meet the needs of the district.

The total not to exceed amount including expenses is \$18,500.*

Included in the expenses is

- Two (2) weeks of print advertising in EdCal (40-word ad)
- Sixty (60) days of advertising on EdJoin
- One (1) day of in-person stakeholder meetings
- Online stakeholder input surveys
- Video interviews of candidates (five (5) video interviews are included in the not to exceed amount)
- Criminal/financial/credential verification background check for candidates chosen by the board for interviews (four (4) background checks are included in the not to exceed amount)
- Travel expenses for consultants to travel to the district for the scheduled meetings
- Office expenses

***If the district chooses to do parts of the search using online meetings, the expenses may decrease.*

NOTE:

- Expenses may increase if the district chooses additional media advertising.
- Fees and expenses will increase if the district requests additional stakeholder input days.
- Interview expenses for the candidates are not included in the expenses listed.

McPherson & Jacobson is committed to working with the school district until a superintendent is identified and hired. If a second round of candidate selection is necessary, the only cost to the district would be the additional expenses, there is not an additional fee.

Personality/Strengths Assessments Option

If the board requests, personality strength tests can be completed for the candidates. Birkman International Signature Reports can be obtained for the candidates the district chooses to interview. The estimated fee for this service is \$700 per candidate.

McPherson & Jacobson Guarantees

Client Satisfaction

McPherson & Jacobson is committed to working with the school district until a superintendent is identified and hired. If a second round of candidate selection is necessary, the only cost to the district would be the additional expenses, there is not an additional fee.

If the board chooses to use our complete service, we will guarantee our process for **two (2) years**. If the person selected leaves the position, for whatever reason, within the guarantee period, we will repeat the process at no charge except actual expenses. *The guarantee is valid only if the board is comprised of fifty (50) percent or more of the member who hired the superintendent.*

We are convinced that our process of identifying your most important selection criteria, meaningfully involving stakeholders, screening candidates against the criteria, and working with you during the critical first year, will ensure your search results in quality leadership for education excellence.

Price Match

McPherson & Jacobson, L.L.C. will match the search fee for comparable services.

Recruiting the Selected Candidate

McPherson & Jacobson consultants do not actively recruit administrators that have been placed in our searches. We would not have the retention rates for our placements if we recruited the administrators from our searches. Over the last five years, **over eighty-five percent** of administrators are in the position for which they were hired. **Almost sixty percent** of administrators are still in the position for which they were hired within the past ten years. **Forty percent** of the administrators selected by governing boards within the past 15 years continue in the position for which they were hired.

Additional Services

In addition to the basic services provided, McPherson & Jacobson can provide at no additional charge the following services:

- Assist the board in revising and updating the superintendent's job description.
- Assist the board in developing an effective contract.
- Provide assistance in negotiating the contract with the finalist.
- Schedule an on-site visitation to the finalist's home district.

Non-Collusion Declaration Form

NON-COLLUSION DECLARATION

State of ~~California~~ Nebraska)
) ss.
 County of Douglas)

I, Norman Ridder, being duly sworn, declare that I am owner of McPherson + Jacobson, LLC, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 12 day of April, 2023 at Omaha, NE ~~California~~.

Norman Ridder
 Signature

Addenda Form

ADDENDA

The undersigned acknowledges receipt of the following addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of your proposal.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Name of Proposer McPherson + Jacobson, L.L.C.

Additional Information

California Consultants

Mrs. Nicole Anderson, Educational Consultant, Vallejo
Mr. James Bates, Retired Superintendent, Bakersfield
Dr. Michele Bowers, Retired Superintendent, Lancaster
Ms. Aida Buelna, Retired Superintendent, Woodland
Dr. Adam Clark, Superintendent, Mt. Diablo USD, Concord
Dr. Penelope DeLeon, Former Superintendent, Fontana
Dr. Sonny Da Marto, Retired Superintendent, Folsom
Dr. Reyes Gauna, Retired Superintendent, Lodi
Dr. Shelley Jones-Holt, Educational Consultant, Sacramento
Dr. Michele Huntoon, Superintendent, Aromas-San Juan School District
Mr. William Huyett, Retired Superintendent, Lodi
Mr. Benjamin “Ben” Johnson II, Former Board Member, Riverside
Dr. Steven Lowder, Retired Superintendent, Stockton
Dr. Michael McCoy, Retired Superintendent, Bakersfield
Mr. Jesse Modesto, Retired Administrator, Woodland
Dr. Daniel Moirao, Retired Superintendent, Danville
Mr. Daniel Moore, Superintendent, Linden
Dr. Stanley Munro, Administrator, Fresno USD, Clovis
Mr. Dennis Murray, Retired Superintendent, Folsom
Dr. Marilyn Shepherd, Retired Superintendent, Friant
Mr. Edward Velasquez, Retired Superintendent, Chino
Mr. Daniel Zeisler, Retired Superintendent, Chicago Park ESD, Grass Valley

*California Searches Conducted by
McPherson & Jacobson, L.L.C.*

Albany Unified School District, Berkeley
Search Year: 2018/19, Enrollment: 3,714

Alisal Union School District, Salinas
Search Year: 2019/20, Enrollment: 9,000

Alpine Union School District, Alpine
Search Year: 2015/16, Enrollment: 1,700

Anderson Union High School District, Anderson
Search Year: 2018/19, Enrollment: 1,800

**Association of California School Administrators (ACSA)—Sr. Director of Diversity,
Equity and Inclusion, Sacramento**
Search Year: 2022/23

Benicia Unified School District, Benicia
Search Year: 2014/15, Enrollment: 5,000

Calexico Unified School District, Calexico
Search Year: 2017/18, Enrollment: 8,966

Central Unified School District, Fresno
Search Year: 2021/22, Enrollment: 15,000

Central Union High School District, El Centro
Search Year: 2021/22, Enrollment: 4,116

Cold Spring School District, Santa Barbara
Search Year: 2016/17, Enrollment: 175

Conejo Valley Unified School District, Thousand Oaks
Search Year: 2014/15, Enrollment: 19,500

Davis Joint Unified School District, Davis
Search Year: 2021/22, Enrollment: 8,300

Denair Unified School District, Denair
Search Year: 2017/18, Enrollment: 1,500

**Del Norte Unified School District—Executive Director of Special Education,
Crescent City**
Search Year: 2022/23, Enrollment: 3,600

El Monte Union High School District, El Monte
Search Year: 2014/15, Enrollment: 9,500

Elk Grove Unified School District, Elk Grove
Search Year: 2014/15, Enrollment: 62,000

Evergreen Elementary School District, Elk Grove
Search Year: 2021/22, Enrollment: 9,260

Fallbrook Union High School District, Fallbrook
Search Year: 2018/19, Enrollment: 2,200

Fort Sage Unified School District, Herlong
Search Year: 2016/17, Enrollment: 180

Glendale Unified School District, Glendale
Search Year: 2014/15, Enrollment: 26,200

Golden Valley Unified School District, Madera
Search Year: 2017/18, Enrollment: 1,950

Gonzales Unified School District, Madera
Search Year: 2021/22, Enrollment: 2,000

Grass Valley School District, Grass Valley
Search Year: 2019/20, Enrollment: 1,500

Gustine Unified School District, Gustine
Search Year: 2014/15, Enrollment: 1,830

Hacienda La Puente Unified School District, City of Industry
Search Year: 2019/20, Enrollment: 22,000

Hayward Unified School District, Hayward
Search Year: 2021/22, Enrollment: 19,000

Hemet Unified School District, Hemet,
Search Year: 2015/16, Enrollment: 21,000

Johnstonville Elementary School District, Susanville
Search Year: 2015/16, Enrollment: 205

Lakeside Union School District, Bakersfield
Search Year: 2014/15, Enrollment: 1,310

Linden Unified School District, Linden
Search Year: 2020/21, Enrollment: 2,300

Mark Twain Union Elementary School District, Angels Camp
Search Year: 2022/23, Enrollment: 736

Mount Shasta Union School District, Mt. Shasta
Search Year: 2021/22, Enrollment: 534

Natomas Unified School District, Sacramento
Search Year: 2022/23, Enrollment: 16,000

Nevada Joint Union High School District, Grass Valley
Search Year: 2017/18, Enrollment: 2,600

New Haven Unified School District, Union City
Search Year: 2018/19, Enrollment: 12,148

Newark Unified School District, Newark

Search Year: 2019/20, Enrollment: 5,700

Newcastle Elementary School District, Newcastle

Search Year: 2022/23, Enrollment: 398

Newcastle Elementary School District, Newcastle

Search Year: 2014/15, Enrollment: 796

Old Adobe Union School District, Petaluma

Search Year: 2019/20, Enrollment: 2,097

Oakley Union Elementary School District, Oakely

Search Year: 2020/21, Enrollment: 4,900

Oxnard Union High School District, Oxnard

Search Year: 2019/20, Enrollment: 16,800

Pacifica School District, Pacifica

Search Year: 2022/23, Enrollment: 3,000

Parlier Unified School District, Parlier

Search Year: 2019/20, Enrollment: 3,500

Paso Robles Joint Unified School District, Paso Robles

Search Year: 2013/14, Enrollment: 6,500

Penn Valley Union Elementary School District, Penn Valley

Search Year: 2014/15, Enrollment: 700

Piner-Olivet Union School District, Santa Rosa

Search Year: 2019/20, Enrollment: 1,300

Pollock Pines Elementary School District, Pollock Pines

Search Year: 2015/16, Enrollment: 800

Rancho Santa Fe School District, Rancho Santa Fe

Search Year: 2022/23, Enrollment: 581

Red Bluff Joint Union High School District, Red Bluff

Search Year: 2013/14, Enrollment: 1,622

Richland School District, Shafter

Search Year: 2015/16, Enrollment: 3,504

Riverbank Unified School District, Riverbank

Search Year: 2022/23, Enrollment: 2,400

Roseville Joint Union High School District, Roseville

Search Year: 2017/18, Enrollment: 10,300

San Bernadino City School District, San Bernadino

Search Year: 2022/23, Enrollment: 48,700

San Carlos School District, San Carlos

Search Year: 2020/21, Enrollment: 2,900

San Mateo-Foster City School District, Foster City

Search Year: 2020/21, Enrollment: 11,000

Santa Barbara Unified School District, Santa Barbara

Search Year: 2019/20, Enrollment: 15,000

Santa Barbara Unified School District—Chief Technology Officer, Santa Barbara

Search Year: 2021/22, Enrollment: 15,000

Santa Paula Unified School District, Santa Paula

Search Year: 2020/21, Enrollment: 5,200

Santa Ynez Valley Union High School District, Santa Ynez

Search Year: 2020/21, Enrollment: 850

Saugus Union School District, Santa Clarita

Search Year: 2017/18, Enrollment: 10,000

Sausalito Marin City School District, Marin City

Search Year: 2022/23, Enrollment: 415

Sausalito Marin City School District, Marin City

Search Year: 2015/16, Enrollment: 524

Sierra-Plumas Unified School District, Loyalton

Search Year: 2022/23, Enrollment: 400

Sierra-Plumas Unified School District/Sierra County Office of Education, Loyalton

Search Year: 2018/19, Enrollment: 386

Siskiyou Union High School District, Mt. Shasta

Search Year: 2021/22, Enrollment: 555

Soledad Unified School District, Soledad

Search Year: 2020/21, Enrollment: 5,000

Soledad Unified School District, Soledad

Search Year: 2016/17, Enrollment: 4,800

Sonoma Valley Unified School District, Sonoma

Search Year: 2020/21, Enrollment: 3,730

Sonora Union High School District, Sonora

Search Year: 2019/20, Enrollment: 1,000

South Monterey County Joint Union High School District, King City

Search Year: 2022/23, Enrollment: 2,200

South Bay Union School District, Eureka

Search Year: 2021/22, Enrollment: 500

Stockton Unified School District, Stockton

Search Year: 2022/23, Enrollment: 33,000

Strathmore Union Elementary School District, Strathmore

Search Year: 2019/20, Enrollment: 773

Vallecito Union School District, Avery
Search Year: 2020/21, Enrollment: 600

Vallejo City Unified School District, Vallejo
Search Year: 2020/21, Enrollment: 11,500

Ventura Unified School District, Ventura
Search Year: 2016/17, Enrollment: 17,000

Washington Unified School District, West Sacramento
Search Year: 2020/21, Enrollment: 7,460

Whittier City School District, Whittier
Search Year: 2021/22, Enrollment: 6,300

Winship-Robbins Elementary School District, Meridian
Search Year: 2013/14, Enrollment: 200

Winters Joint Unifed School District, Winters
Search Year: 2021/22, Enrollment: 1,550

Transparency—The McPherson & Jacobson Difference

One of the hallmarks of McPherson & Jacobson, L.L.C. is the belief that the search for a public executive should be conducted with as much transparency as possible. We have designed a process, which keeps the board in complete control of the search, while inviting various stakeholder groups to provide input and become meaningfully involved in the process. The openness of the process has not gone unnoticed. The following article discusses McPherson & Jacobson’s stakeholder involvement.

Report details what community members want in new Elk Grove district superintendent

Residents, teachers and students in the Elk Grove Unified School District are all looking for the same characteristics in a new superintendent, according to report from McPherson & Jacobson LLC, an executive search firm hired by the district.

They want someone who is collaborative, culturally competent, approachable, has integrity and strong communication skills and is visible at schools. They also want someone who can lobby for legislation, policy and resources at the state and federal level, according to the report.

...

The report, compiled from more than 20 meetings with community members and stakeholders, was distributed to board members and others at a school board workshop Wednesday afternoon.

“It’s a good process – to get a feel for the community, employees and students,” said board President Priscilla Cox.

The report also says that stakeholders are in sync about issues at the district that they would like a new superintendent to know about. They list the achievement gap at the top of their list of concerns, as well as institutional racism and equity in the distribution of resources between schools.

They want the new superintendent to know that there is a split on the school board that makes it difficult for staff to work with trustees and that there is a need to re-establish trust between the administration and staff, according to the report.

The report will be used to help select a superintendent and will be distributed to the candidates so they can understand the community’s needs, said Bob Ferguson, a consultant for McPherson and Jacobson LLC. The new superintendent also will receive a copy as a guide to taking the helm of the district.

The process is very effective, said William Huyett, a consultant for McPherson and Jacobson. By the third or fourth meeting, common themes began to emerge.

“It’s a healthy thing to talk to your stakeholders and to find out what the issues are,” Huyett said.

The school board adjourned to a closed session with the expectation that it would identify finalists for interviews that will begin Friday.

...

The entire board will conduct formal interviews of candidates in closed sessions. Interviews could continue Monday if the board selects more than four finalists. Representatives of employee, district and community organizations have also been selected to participate in the interviews.

**Taken in part from Lambert, Diana, *Sacramento Bee*,
Wednesday, Sep. 3, 2014 - 9:30 pm**

*What Board Members Say About
the Service of McPherson & Jacobson, L.L.C.*



Matt Best
Superintendent

526 B Street • Davis, CA 95616 • (530) 757-5300 • FAX: (530) 757-5323 • www.djUSD.net

To whom it may concern:

Davis Joint Unified School District had a successful search for the position of Superintendent in the Spring of 2022. Bob Ferguson and Bill Huyett of McPherson and Jacobson ensured that we had an open and public process by conducting extensive outreach to all communities. This report of community input was shared with the Board at a public meeting and helped the Davis community understand what it values in a Superintendent. At the same time, the Board was grateful for the recruitment of excellent candidates for the position. The interview process was not only informative but also personable as we got to know all the candidates. When it came to selecting a Superintendent, Bob and Bill assisted our decision with patience and sage advice. Although it started as an exercise in hiring, it turned into a reflective learning process.

Sincerely,

Thomas Adams, Ph.D.
President, Davis Joint Unified School District



Christi Barrett, Ph.D.
Superintendent

Darrin Watters
Deputy Superintendent
Tracy Chambers
Assistant Superintendent
Derek Jindra, Ed.D.
Assistant Superintendent
Jennifer Martin, Ed.D.
Assistant Superintendent

**Professional Development
Service Center**
1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

**Professional Development
Academy**
2085 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-6421

Governing Board
Stacey Bailey
Rob Davis
Megan Haley
Gene Hikel
Vic Scavarda
Patrick Searl
Ross Valenzuela

www.hemetusd.org



www.facebook.com/hemetunified



twitter.com/HemetUnified

August 13, 2020

To Whom It May Concern:

It is my pleasure to write this letter of support for Mr. Ben Johnson. I had the opportunity to work with Mr. Johnson and McPherson and Associates as a candidate for the Superintendent of Hemet Unified School District.

Mr. Johnson provided guidance throughout the application process while working with the District to ensure that the District and I were a good fit. He continued to stay in touch throughout my first year as Superintendent to ensure I had the support needed in my new position.

Mr. Johnson has a kind and caring manner. He is committed to pairing potential candidates with Districts that will grow their skills and expertise as the Superintendent and move the District in a forward direction.

Sincerely,

Christi Barrett, Ph.D.
Superintendent

Comments from Santa Barbara Unified School District

From: **Laura Capps** <lcapps@sbunified.org>
 Date: Wed, Aug 12, 2020 at 1:24 PM
 Subject: Re: Follow-up
 To: Ben Johnson <benjohnson2nd@gmail.com>

We are thrilled with the new Superintendent that MacPherson & Jacobson found for us. I thoroughly enjoyed working closely with Ben Johnson. He is especially skilled at helping school boards work together and effectively find consensus -- and that is so important in the final weeks of a high stakes search. I am grateful for their partnership.

From: Wendy Sims-Moten <wsimsmoten@sbunified.org>
Date: August 13, 2020 at 12:41:34 PM PDT
To: Ben Johnson <benjohnson2nd@gmail.com>
Subject: Re: Request

From the very beginning of the search firm selection process I appreciated Ben for really laying a foundation that the Board makes the decision. This was very evident throughout the entire process. Whenever we got stuck or were hesitate [sic] to speak candidly he reminded us the Board makes the decisions. The helped us to trust and own our decision making process. Thank you Ben and company.

Dr. Jacqueline Reid, Santa Barbara Unified School District, CA
"I highly recommend Ben Johnson II and Dr. Daryl Adams of McPherson and Jacobson to any district doing a superintendent search. Throughout the process, Mr. Johnson and Dr. Adams offered us advice that helped us to make better decisions. Overall the service was excellent."

Monday, September 19, 2022

Gregg Gunkel
343 South Old Stage Rd
Mt. Shasta, CA 96067
831-239-3470

Re: Letter of Reference for McPherson and Jacobsen, LLC

To Whom It May Concern,

Selection of a new superintendent has always been a challenging endeavor, especially given the obstacles public education has experienced in the last few years. As we entered this process with two major leaders in the district leaving their posts, I found myself thrust back into the role of board president as our existing board president stepped down due to health issues. Fortunately, our departing superintendent wisely recommended McPherson and Jacobsen as a qualified agency for superintendent selection.

William Huyett presented the agency's credentials in a manner that gave my board encouragement and newfound confidence to take on the process. Mac and Jake (as they humorously refer to themselves) did an exhaustive May campaign to identify as many qualified candidates as possible at a time when the candidate pool was quickly being depleted. Mr. Huyett skillfully guided the board through the process of reviewing and narrowing down the candidates. Even then, time and offers from other districts narrowed our list even further, causing us to fear that we would not find candidates possessing the qualities we desired. candidates would have fewer and fewer qualifications. But Mr. Huyett took extra care to help us determine which of the available candidates best met our criteria and needs.

Mac and Jake proved to be so helpful in this process, mainly by providing us with a geographically broad and experiential skills detail that gave the board confidence in the selection process. The guidance we received in setting up the multipronged screening and interview process helped us to engage a good cross section of our stakeholders, which was essential to building confidence in the district's communities. The interview design, as guided by Mr. Huyett, was deeply probing and enlightening as to who the candidates really were and how well they fit our perceived needs. Mr. Huyett constantly made himself available, helping us through final selection, contract proposal definition, and the ultimate hiring of our new superintendent.

Though not for the faint of heart, selection of a new superintendent is easily the most important selection and hiring process a district must undergo. Our district has thrived under excellent leadership; we have also suffered a few poor superintendents in the past. The outstanding guidance provided by Mr. Huyett appears to have paid off for Siskiyou Union High School District. While we are still in the "honeymoon" phase with our new superintendent, he continues on a daily basis to provide us with confidence that we made the right selection.

For all these reasons, I can highly recommend MacPherson and Jacobsen LLC and Mr. William Huyett for the difficult and most-important task of finding and securing a new superintendent.



Gregg Gunkel, Board President Siskiyou Union High School District

From: Neil Layton <nlayton@scsdk8.org>
Date: September 17, 2022 at 4:12:32 PM PDT
To: William Huyett >
Subject: Letter of Reference

Bill:

In Fall of 2021 McPherson and Jacobson helped lead our nationwide Superintendent search. Unlike other firms, McPherson and Jacobson encouraged a community involved search that engaged all stakeholders. Through the leadership of Bill Huyett and Nicole Anderson, McPherson and Jacobson held over 20 community meetings and obtained over 150 community surveys to help guide the Board in the hiring process. Additionally, McPherson managed a 14 person community interview panel to help provide direct candidate feedback to the Board. As a result of this hard work, San Carlos was able to find a visionary educational leader who has been able to have success from her first day on the job. We would not have had the same success with another firm.

Neil Layton
San Carlos School District
San Carlos, CA

- | | |
|---|---|
| <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 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: Approval of the Interim Superintendent

DATE: May 4, 2023

PERSON RESPONSIBLE: President Carolyn Swanson

RECOMMENDATION:

The Board President recommends that the Board review and approve the Interim Superintendent's contract for the 2022-23 and 2023-24 school year as proposed.

BACKGROUND:

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

INFORMATION:

In the absence of the current Superintendent, the Interim Superintendent is designated to serve as the Acting Superintendent of the District.

The Interim Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California and Pacific Grove Unified School District (PGUSD) Board Policy. The Interim Superintendent shall serve as the chief executive officer and secretary of the Board. The Interim Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604.

FISCAL IMPACT:

General Fund \$38,000

Which consists of the difference between the Assistant Superintendents current salary, and the contract amount proposed for approval.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
ACTING/INTERIM SUPERINTENDENT
EMPLOYMENT AGREEMENT**

This Interim Employment Agreement (“Agreement”) is made and entered into by the Governing Board of the Pacific Grove Unified School District (“District” or “Board”) and Josh Jorn (“Jorn” or “Interim Superintendent”).

1. Term. District hereby employs Jorn as the Acting or Interim Superintendent as provided herein below and terminating on the earlier of the first date of service of a permanent Superintendent employed by the District or pursuant to paragraph 6 hereinbelow, whichever comes first.

2. Duties. In the absence of the current Superintendent, Jorn is hereby designated to serve as the Acting Superintendent of the District. Upon the departure of the current Superintendent from the employment of the District, Jorn shall assume the duties of the Interim Superintendent.

a. General Duties. The Interim Superintendent is employed as Interim Superintendent and shall perform the duties of District Interim Superintendent as prescribed by this Agreement, the laws of the State of California, Board Policy. The Interim Superintendent shall be chief executive officer and secretary of the Board. The Interim Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. As appropriate, the Interim Superintendent may use the resources of other staff to carry out these duties.

b. Personnel Matters. The Interim Superintendent shall have primary responsibility for all personnel matters including selection, assignment, discipline, and dismissal of employees, subject to the approval of the Board. The Board shall refer all complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Interim Superintendent.

c. Administrative Functions. The Interim Superintendent, as the chief executive officer, shall (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided by California law and Board policy; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means; (6) establish and maintain positive community, staff, and Board relations; (7) serve as the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend District goals and objectives for the ensuing school year to the Board; and (9) unless unavoidably detained, or with prior Board approval to be absent, attend all meetings of the Board with the exception of those closed sessions in which the Board discusses matters related to the Interim Superintendent's employment.

d. Board-Interim Superintendent Roles. The Board has primary responsibility for formulating District policies and setting District goals. The Interim Superintendent has primary responsibility for implementing District policies and goals. The Board and the Interim Superintendent agree to collaboratively support and assist one another to fulfill these roles and responsibilities.

e. Board-Interim Superintendent Relations. The Parties acknowledge the importance of creating and projecting to students, staff, parents, and the community a positive and professional image of the Board, the Interim Superintendent, and the District. Thus, to avoid damage to the Board's and the Interim Superintendent's image and credibility, and as not to lessen each other's ability to perform effectively, the Parties agree to conduct the business of the District by communicating and interacting in a manner that is professional and respectful. Board concerns, criticisms, and dissatisfaction with the Interim Superintendent's performance shall therefore be addressed through closed session discussions or via the evaluation process. Interim

Superintendent concerns, criticisms, and dissatisfaction with the Board shall likewise be addressed with professionalism and respect.

3. Salary.

a. Base Salary. For the term of this Agreement, Interim Superintendent's annualized salary will be Two Hundred Forty Thousand Dollars (\$240,000.00) which is One Thousand Sixty-six and 66/100 Dollars (\$1,066.66) per day for working as either Acting or Interim Superintendent.

b. Additional Salary. Jorn shall also serve as the District's Safety Director at an annual salary of Ten Thousand Dollars (\$10,000.00). The period of service in this position shall be at the sole and absolute discretion of the Board and may be terminated at any time by either Party with written notice to the other. Salary Payment Process. The Interim Superintendent's monthly pay shall be calculated based on the number of days worked. Interim Superintendent's salary shall be payable less all applicable deductions and withholdings required by law or authorized by the Interim Superintendent. A change in salary shall not constitute the creation of a new agreement nor extend the termination date of this Agreement.

4. Benefits. The benefits currently provide to Jorn as Assistant Superintendent of Business Services (CBO) for the District under the terms of his employment agreement as CBO shall continue without modification

5. Work Schedule. The Interim Superintendent shall maintain a regular work schedule subject to coordination with the Board President when he is unable to be present in the District. The Interim Superintendent shall attend all Board meetings. The Parties recognize that the Interim Superintendent is not entitled to overtime pay. The Interim Superintendent is not entitled to vacation pay for non-workdays. The Parties recognize that the demands of the position may require Interim Superintendent to average more than eight (8) hours a day and may include work on more than five (5) days per week. The Interim Superintendent's work calendar for purposes of calculating days worked shall be subject to approval of the Board President.

6. Termination of Agreement.

a. Hiring New Permanent Superintendent. This Agreement shall be terminated on the first date of service of a permanent Superintendent unless otherwise agreed in writing.

b. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Interim Superintendent.

c. Resignation. The Interim Superintendent may resign and terminate this Agreement only by providing the Board with at least fourteen (14) days advance written notice unless the Parties agree otherwise.

d. Written Notice of Termination. The Board may terminate this contract for any reason whatsoever by providing Interim Superintendent with at least fourteen (14) days advance written notice unless the Parties agree otherwise.

e. Reversion to Previous Position. The Parties recognize that Jorn is currently the Assistant Superintendent of Business Services (CBO) for the District. Upon termination of this Agreement for any reason, he shall have a right to return to the position of Assistant Superintendent of Business Services (CBO) for the District under the terms and conditions of his current employment agreement as the CBO.

7. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Interim Superintendent, or any designated beneficiaries, heirs, administrators, executors, successors, or assigns of the Interim Superintendent. The Interim Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Interim Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and other payments. However, should CalPERS audit the Interim Superintendent related to his time in the District, the parties agree to follow the law and the District agrees to furnish any needed documents. The District shall cooperate and support the interim superintendent in good faith.

8. Waiver of Credential Requirement. The Parties recognize that Education Code section 35028 requires a district superintendent to hold a valid school administrative credential. The Parties also recognize that Education Code section 35029 allows the governing board to waive the credential. The Board by accepting this Agreement hereby waives the requirement that Jorn hold a valid school administrative credential.

9. Dispute Resolution.

a. Mediation. The Interim Superintendent and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Interim Superintendent or Board may request, in writing, to the other party to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. The mediator's fee shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration unless the other party unreasonably refuses to cooperate in the setting of mediation.

b. The Parties agree to use the Judicial Arbitration and Mediation Service (JAMS) in selecting the Mediator.

10. General Provisions.

a. Governing Law/Venue. This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Monterey County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. The Parties rescind any other pre-existing employment agreements executed by them.

c. No Assignment. The Interim Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

e. Exclusivity. To the extent permitted by law, the Parties agree that the employment relationship between the District and the Interim Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks, or similar documents.

f. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

g. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.

h. Execution of Other Documents. The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

i. Independent Review. The Interim Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice regarding this Agreement, and the consequences thereof, including tax and retirement consequences. The Interim Superintendent acknowledges that the terms of this Agreement have been read and fully explained to him by his representative(s) and that those terms are fully understood by him and voluntarily accepted.

j. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

k. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

l. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

m. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

PACIFIC GROVE UNIFIED
SCHOOL DISTRICT

Dated: _____

Carolyn Swanson,
President of the Board of Trustees

ACCEPTANCE OF OFFER

I accept the District's offer of employment subject to the terms and conditions of this Employment Agreement and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

Dated: _____

Josh Jorn,
Interim Superintendent

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

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Pacific Grove Unified School District Post Pandemic Protocols

DATE: May 4, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the below post pandemic protocol from California Department of Public Health.

BACKGROUND:

As our educational community and country continue to progress through the tail end of a pandemic, it is the responsibility of our District to maintain the most current guidance or recommendation from California Department of Public Health (CDPH).

The protocol adjustments for school guidance were issued by the CDPH on 3/20/2023.

INFORMATION:

Guidance summary:

- References to expired regulations (COVID-19 supplemental paid sick leave program and Assembly Bill 685 reporting requirements) have been removed.
- References to Cal/OSHA COVID-19 regulations have been updated in **Cal/OSHA COVID-19 Prevention Non-Emergency Regulations**.
- References have been added regarding required actions related to facemasks.
 - Under the section of **Use of Facemasks, Recommended Actions:**
 "Unless otherwise directed by local health departments or local educational agencies, students and staff should follow CDPH Guidance for the Use of Face Masks, **until 4/3/2023**** as well as masking guidance for specific situations referenced below (e.g., when having symptoms, being infected, or exposed)." ***new masking guidance here was issued April 3, 2023*
- Schools are encouraged to develop and implement local protocols to provide masks to students who inadvertently fail to bring a face covering to school and desire to use one. *(PGUSD will continue to provide child and adult-size face masks at all campus sites and classrooms)*

- Recommendations for managing exposures and testing have been updated. Specifically, the recommendation for schools to provide students/families with routine notification of school-based exposures to COVID-19 has been retired.
- Monterey County Health Department (MCHD) still requires school districts to report positive cases to the County which will give them valuable data on COVID-19 case transmission rates. The County will contact PGUSD for any further action if needed based on our reporting. Each health care assistant is reporting positive cases for their primary work site.

FISCAL IMPACT:

None

- | | |
|---|---|
| <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: National School Public Relations Association Communication Review for Pacific Grove Unified School District

DATE: May 4, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract with the National School Public Relations Association communication review for Pacific Grove Unified School District.

INFORMATION:

The Board of Education directed Administration to contact the National School Public Relations Association to receive information regarding a communication review for Pacific Grove Unified School District.

The process includes:

- Preparing for a successful review process
- Analyzing current communication program
- Listening to key stakeholders
- Developing recommendations for a strategic communication program

FISCAL IMPACT:

\$5,500 non-member rate

\$800 for auditor to deliver a virtual presentation on the NSPRA Communication Review results, discuss recommendations and answer questions during one (1) district leadership meeting.

Upon request, additional auto-translated languages, district customization of other auto-translated languages, and other language customizations may be accommodated for additional fees as follows.

- **\$75** per additional auto-translated language (no charge for Spanish); auto-translation used as is
- **\$150** per additional auto-translated language with option for district to review the auto-translation and provide one round of custom language edits; may add one week to survey launch
- **\$300** per additional language not available via auto translation if the district provides the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch
- **\$1,000** per additional language not available via auto translation if NSPRA secures the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch



April 25, 2023

Ralph Gómez Porras, Ed.D.
 Superintendent
 Pacific Grove Unified School District
 435 Hillcrest Ave.
 Pacific Grove, CA 93950-4900

Dear Dr. Porras:

Thank you for your desire to have the National School Public Relations Association perform a **NSPRA Communication Review** for Pacific Grove Unified School District. I am providing this contract letter to indicate your acceptance of our agreement. Please sign it digitally or in print, and then share the signed contract letter with me at mbraham@nspra.org.

The NSPRA Communication Review will uncover any communication gaps that exist between the school district and its parents and staff. Under the direction of NSPRA Associate Director [Mellissa Braham, APR](#), and in collaboration with Communication Audit Coordinator [Susan Downing, APR](#), NSPRA's communication audit surveys manager [Naomi Hunter, APR](#), will coordinate the launch of your SCoPE Survey of staff and parents/families and your assigned auditor will:

- Provide guidance on the communication review process, preliminary planning steps and preparation for the virtual focus groups and interviews;
- Assess the effectiveness of current communication efforts with parents and staff as they relate to strategic planning goals and objectives, including public relations, public engagement and marketing initiatives;
- Review **SCoPE Survey** results, existing **communication materials** issued to parents and staff (up to 10 samples), and other relevant information to include any existing communication policies, communication and crisis communication plans, the district website, district social media channels and news clips on key issues (up to 10 samples);
- Conduct **three phone/virtual interviews**, one each with the superintendent, a selected school leader and the district's technology director;
- Conduct **three virtual focus groups**, one each with these key stakeholders: parents and parent leaders, instructional staff (teachers) and non-instructional support staff; and
- Submit a focused **NSPRA Communication Review Report** with key findings, recommendations for moving forward and links to online resources that will help you gain a fuller picture of steps to improve over time.

You also will receive a summary report on your SCoPE Survey results and a digital copy of NSPRA's *Rubrics of Practice and Suggested Measures* for evaluating school communication programs.



PHASE 1: Preparing for a Successful Review Process (August 28 – September 29, 2023)

Following submission of a signed contract letter to NSPRA, information about scheduling a kickoff meeting and preparing for your NSPRA Communication Review will be sent to you electronically. Please review the information carefully. Our auditing team will work with you to determine the schedule for the SCoPE Surveys, interviews and virtual focus groups (8-12 participants per focus group recommended) as well as to customize our questions to best meet your specific communication needs.

NSPRA will administer SCoPE surveys in English and Spanish, compare key results to SCoPE national data and develop a detailed data report. NSPRA's communication audit surveys manager will guide you through the steps necessary to launch and promote the survey, but the district is responsible for promoting participation in the survey among its parents and staff. A tentative target date to open the surveys is Tuesday, September 12, with a two-week window for participation (September 12-26). The auditor will review the preliminary SCoPE data prior to conducting focus groups, but the school system will receive its SCoPE Survey Report when the NSPRA Communication Review Report is issued.

PHASE 2: Analyzing Your Current Communication Program (September 18-29, 2023)

For the **district materials review**, the district should send all communication materials to the auditor at least two weeks in advance of the virtual focus groups, which would be September 18. Digital copies (e.g., original or scanned PDFs, links to web content) may be shared with the auditor by email or via a sharing service such as Google drive, Dropbox, etc. If only printed copies are available, please contact the auditor for mailing instructions.

PHASE 3: Listening to Your Key Stakeholders (October 2-6, 2023)

The virtual focus groups component of the communication review is tentatively set for the week of October 2-6, with exact days of the week and times still to be determined. The NSPRA auditor will conduct focus groups virtually via a secure Zoom Meeting spaces arranged by NSPRA. Focus group meetings may be scheduled in one-hour blocks between 8 a.m. – 8 p.m. local time, based on the preferences of the school system and the auditor's availability. The three phone interviews should be scheduled for a date no later than the last virtual focus group and between 8 a.m. – 8 p.m. local time, based on the preferences of the school system and auditor's availability.

PHASE 4: Developing Recommendations for a Strategic Communication Program (October 9 – December 1, 2023)

A *draft* of the NSPRA Communication Review Report will be sent to you approximately *eight (8) weeks* after the last virtual focus group, along with your SCoPE Survey Report and a complimentary digital copy of NSPRA's *Rubrics of Practice and Suggested Measures* benchmarking publication. Within one week of the district receiving the draft report, we will aim to schedule a call with you to discuss any comments, questions or factual corrections to the report you may have after reviewing it. Following any agreed-upon corrections, we will email you an interactive PDF of the *final* report.

Your Communication Investment

If contracted before July 1, 2023, the district's **total cost for the communication review is \$5,500**. This includes the services detailed below:

- **Communication review base fee** = \$5,500 non-member rate. Includes guidance in preparing for the communication review; a SCoPE Survey of parents and staff, available *in English and Spanish*; a review of communication materials and analysis of the current program, as outlined in the proposal; conducting three (3) interviews, one each with the superintendent, a selected school leader and the district's technology director; conducting three (3) virtual focus groups with parents and staff; preparation of NSPRA Communication Review Report with best-practice recommendations and access to relevant online resources; preparation of SCoPE Survey report; and follow-up counsel on implementing recommendations. *For Spanish, the district may review the auto-translation of the SCoPE Survey and provide its own custom edits at no additional charge.*

Not Included in Survey Base Fee – NSPRA currently has 40 languages available via auto-translations on its survey platform. Upon request, additional auto-translated languages, district customization of other auto-translated languages, and other language customizations may be accommodated for additional fees as follows:

- \$75 per additional auto-translated language (no charge for Spanish); auto-translation used as is
- \$150 per additional auto-translated language with option for district to review the auto-translation and provide one round of custom language edits; may add one week to survey launch
- \$300 per additional language not available via auto translation if the district provides the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch
- \$1,000 per additional language not available via auto translation if NSPRA secures the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch

Following the virtual focus groups work, NSPRA will invoice the district for one-half of the communication review fee (\$2,750). The remaining fee (\$2,750) will be invoiced and due after issuance of the draft NSPRA Communication Review Report and SCoPE Survey Report.

If the district prefers to be invoiced once for the full amount at the start of the audit process, please let me know with your acceptance of this contract. Otherwise, invoicing questions can be directed to NSPRA Senior Manager of Business/Office Services Tommy Jones at tjones@nspra.org or 301-519-1222.

Please contact us with any questions, and we look forward to working with you.

ACCEPTED



Mellissa Braham, APR, NSPRA Associate Director

Pacific Grove Unified School District

April 25, 2023

Date

Date

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input 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: May 4, 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

The CITY and the DISTRICT agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

18. **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

19. **SEVERABILITY**

If any term of this Agreement is held invalid by a court of competent jurisdiction the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Dr. Ralph Porras, Superintendent

Date

CITY OF PACIFIC GROVE

Bill Peake, Mayor

Date

Cathy Madalone, Police Chief

Date

APPROVED AS TO FORM

Brian A. Pierik, City Attorney

Date

APPROVED AS TO LIABILITY PROVISIONS

Tori Hannah, Admin. Services Director

Date

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. TheCITY will ensure the SRO makes it a priority to schedule 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 or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence. 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 an onsite 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. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence.

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. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence.

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. Every effort will be made by the SRO to maintain detailed, accurate and up to date records as required by the CITY, . Pursuant to Public Records Act (Gov. Code §§ 6250, et. seq.) any responsive records maintained by the SRO may be accessible to the DISTRICT upon written request.

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.

U. Sign in at all school sites in the main office, with the time, date and purpose, so as to support the DISTRICT in maintaining metrics of efficiency.

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.

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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 checked="" 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: Revision to the Salary Schedule for the position of Adult School Program Coordinator

DATE: May 4, 2023

PERSON(S) RESPONSIBLE: Billie Mankey, Director II Human Resource and Barbara Martinez, Principal Pacific Grove Adult School, Director of Safety

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed increase to the salary range for Adult School Program Coordinator, funded through the Adult School consortium allocation, and/or provide recommended feedback and direction.

BACKGROUND:

The position of Adult School Program Coordinator was created in 2019. Prior to that time members of the Adult School Consortium shared a person on a contract for services. Duties of the Adult School Program Coordinator are unique and include specific work in program monitoring of state and federal programs. Fiscal accountability and program monitoring are paramount to the success and fiscal solvency of the Adult School. In addition, the Adult School Program Coordinator supervises evening classes and coordinates the Adult School Community Education programs.

INFORMATION:

One way that we update positions outside of bringing them forward in a group or through reclassification is as positions become vacant we conduct a review of the duties and salary for the position prior to recruitment. After a review and comparison of salary schedules for Adult School Program Coordinator and similar positions, it is clear that to best recruit and retain employees in the Adult School Program Coordinator position that the salary for this position should be increased.

Please see attached comparisons.

FISCAL IMPACT:

This full-time administrative position is fully funded through the Adult School Consortium allocation. The fiscal impact of this item is \$15,000-\$33,000 depending on experience.

Current classified management salary schedule for Adult School Program Coordinator

Work Year/Days	1	2	3	4	5	6	7	8
220	81,249	82,062	82,882	83,710	84,546	85,391	86,245	87,108

Proposed classified management salary schedule Adult School Program Coordinator

Fiscal Impact \$15,000-\$30,000 depending on experience

Work Year/Days	1	2	3	4	5	6	7	8
220	96,249	99,377	102,607	105,941	109,384	112,939	116,609	120,399

Adult Education Program	Title	Calendar	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PGUSD	Adult School Program Coordinator	220 days	\$81,249	\$82,062	\$82,882	\$83,710	\$84,546	\$85,391	\$86,245	\$87,108		
Pajaro Valley USD	Coordinator Adult Ed	222 days	\$87,401	\$90,025	\$92,727	\$95,498	\$98,370	\$101,323	\$104,358			
Pajaro Valley USD	Assistant Director Adult Ed	222 days	\$92,727	\$95,498	\$98,370	\$101,323	\$104,358	\$107,479	\$110,711			
Proposed PGUSD	Adult School Program Coordinator	220 days	\$96,249	\$99,377	\$102,607	\$105,941	\$109,384	\$112,939	\$116,609	\$120,399		
NMCUSD	Coordinator	212 days	\$104,064	\$106,666	\$109,333	\$112,066	\$114,867	\$11,716	\$119,508	\$121,897	\$124,336	\$126,823
MPUSD	Assistant Principal	217 days	\$110,761	\$112,977	\$115,236	\$117,540	\$119,890	\$122,288	\$124,734	\$127,229		
Carmel USD	ROP/Ad Ed Coordinator	212 days	\$139,800	\$143,269	\$146,830	\$150,476	\$154,213	\$161,972	\$165,998	\$170,123		\$170,123

- | | |
|---|---|
| <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 type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: “California Day of the Teacher” and “Teacher Appreciation Week” Resolution No. 1104

DATE: May 4, 2023

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources;
Dr. Ralph Gomez Porras, Superintendent

RECOMMENDATION:

The Administration recommends the Board adopt Resolution No. 1104 proclaiming the first week of May 1, 2023 – May 5, 2023, as Teacher Appreciation Week and specifically Wednesday, May 10, 2023 as “California Day of the Teacher” (EC 37222.10)

BACKGROUND AND INFORMATION:

During the early 1970’s, The Association of Mexican-American Educators (AMAE) adopted the Mexican tradition of annually recognizing teachers and began organizing related events throughout the state. In 1985, AMAE sponsored legislation (incorporated in Education Code Section 37222.10) to establish the Day of the Teacher to be observed each year on the second Wednesday in May.

Teachers play an important role in our society fulfilling the responsibility to educate all children. The State of California has declared the second Wednesday in May as “California Day of the Teacher.” Therefore, we recognize our teachers with a resolution proclaiming May 1, 2023 through May 5, 2023 as Teacher Appreciation Week whereby citizens confirm and support parent teacher partnerships and specifically May 10, 2023 as “California Day of the Teacher.”

FISCAL IMPACT:

None

Pacific Grove Unified School District
Board of Education

Resolution Number 1104 Proclaiming

**“CALIFORNIA DAY OF THE TEACHER” and
“TEACHER APPRECIATION WEEK”**

WHEREAS, teachers personify our society’s belief that universal public education is key to meeting the challenges of a changing world and the influence of a good teacher continues long after school days are only memories; and

WHEREAS, teachers demonstrate and share their love of learning in the classroom every day and fill many roles: as listeners, explorers, role models, motivators, and mentors; and, by doing so, are partners with parents and the community in inspiring students’ dreams and laying the foundation for them to be good citizens; and

WHEREAS, teachers strive to make every classroom an exciting environment where productive and useful learning can take place and each student is encouraged to grow and develop and where teachers reach out to foster the well-being of each student, regardless of ability, social or economic background, race, or ethnic origin or religion; and

WHEREAS, the Board does applaud the unique and highly specialized skills and dedication required to meet the varied needs of the young people served by the District’s instructional programs and recognize that the quality of all student’s educational experiences depends significantly and vitally upon the quality of their teachers who are entrusted with fulfilling the mission of education to prepare our students for the future; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of Pacific Grove Unified School District that **Resolution 1104** be adopted to observe May 1, 2023 through May 5, 2023 as Teacher Appreciation Week and specifically May 10, 2023 as the “CALIFORNIA DAY OF THE TEACHER” by taking time to remember and salute the teachers who mold and educate our children, impact and enrich our lives, and thereby, are critical to the constant transformation of our society.

Passed and Adopted on the Fourth Day of May, 2023

Carolyn Swanson, President

Jennifer McNary, Clerk

Brian Swanson, Trustee

Laura Ottmar, Trustee

Elliott Hazen, Trustee

Ralph Gomez Porras, Superintendent

- | | |
|---|---|
| <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 type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Classified School Employee Week - Resolution No. 1105

DATE: May 4, 2023

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

RECOMMENDATION:

The Administration recommends the Board adopt Resolution No. 1105 proclaiming May 21 – 27, 2023 as “Classified School Employee Week.”

INFORMATION AND BACKGROUND:

In 1986, California School Employees Association sponsored state legislation to create Classified School Employee Week. Since then, California public schools has taken one week each May to recognize the outstanding efforts and contributions of its classified school workers.

This year CSEA is celebrating the theme Classified Professionals: Indispensable, Inspiring & Invincible.

Classified school employees play crucial roles in education. From the time students board a school bus to the time that they head home at the end of the day, every aspect of their educational experience is impacted by a classified school employee. Classified staff includes school bus drivers, secretaries, clerical staff, food service, instructional assistants, maintenance personnel, custodians, and others. Classified school employees transport students, feed students, teach them vital skills, and ensure that our schools are operating smoothly and safely.

We therefore recognize Classified School Employees by Board Resolution, proclaiming “Classified School Employee Week” May 21-27, 2023.

FISCAL IMPACT:

None

Pacific Grove Unified School District
Board of Education

Resolution Number 1105 Proclaiming

“CLASSIFIED SCHOOL EMPLOYEE WEEK”

WHEREAS, the Legislature of the State of California has declared that May 21-27, 2023 shall be “**CLASSIFIED SCHOOL EMPLOYEE WEEK**.” a time to recognize the many contributions of classified school employees to public education; and

WHEREAS, the education of our youth is imperative to our society, to California, to our nation, our world; and

WHEREAS, our District’s classified school employees are skilled personnel who serve our students and play important roles in the establishment and promotion of a positive instructional environment; and

WHEREAS, our classified staff are dedicated individuals who perform outstanding work and have continued to offer exceptional support for our students, teachers, and administration;

WHEREAS, our classified employees deserve rightful recognition and public celebration for their caring, their deeds, and the incalculable contributions they have made to California’s public education system;

WHEREAS, our classified employees, often the unsung heroes are respected educational partners and this year, have met and overcome challenges through inclement weather and school closures and have served our students and schools as essential workers;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of Pacific Grove Unified School District that **Resolution 1105** be adopted to observe **CLASSIFIED SCHOOL EMPLOYEE WEEK** during the time of May 21-27, 2023 as an opportunity to acknowledge the achievements and contributions of classified school employees in our system of public education.

Passed and Adopted on the fourth Day of May 2023

Carolyn Swanson, President

Brian Swanson, Trustee

Laura Ottmar, Trustee



www.pgusd.org

Jennifer McNary, Clerk

Elliott Hazen, Trustee

Ralph Gomez Porras, Superintendent

- | | |
|--|---|
| <input checked="" 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 type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Purchase of An Eight-Passenger Vehicle For Pacific Grove Adult Education Adults With Disabilities Program

DATE: May 4, 2023

PERSON(S) RESPONSIBLE: Barbara Martinez, Pacific Grove Adult Education Principal

RECOMMENDATION:

The District Administration recommends the Board approve the purchase of an eight-passenger vehicle for the adult school Without Walls adults with disabilities program.

BACKGROUND:

Pacific Grove Adult Education has offered an Adults with Disabilities program in partnership with Gateway Center of Monterey County since 2019. Pacific Grove Adult Education allocates funding to support the Adults with Disabilities program.

“Without Walls”, an approved program design by the San Andreas Regional Center (SARC), is designed to provide students with curriculum and activities in daily living skills, personal development, fiscal responsibilities, civic engagement, college visits, and work experience.

Currently thriving, the program needs an additional vehicle to transport students to MPC for classes, the Monterey Bay Aquarium where they volunteer, and to community events and activities that help them meet their educational goals.

Without Walls falls under the Adults with Disabilities program area, which is an approved program area funded by California Adult Education Program (CAEP).

INFORMATION:

The Adult with Disabilities program has needed an additional vehicle for two years. Due to supply chain issues, inventory was extremely difficult to obtain. A Request for Proposals (RFP) was developed and six dealerships in our local area responded.

Attached is the most responsive proposal from Cypress Coast Ford for an 8 passenger Honda Odyssey Van for a total cost of \$50,810.91.

FISCAL IMPACT:

\$50,810.91 budgeted Fund 11 2022-2023 school year

REQUEST FOR QUOTE - VEHICLE

Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950 ♦ Tel. (831) 646-6530 ♦ Fax (831) 607-8893

TO: Cypress Coast Ford
4 Geary Plaza
Seaside, CA 93955
Fax: (831) 583-0332

Our Quote No.: 22-23-001
Date: March 13, 2023
Due Date: April 13, 2023
Delivery Date: 120 days

You are invited to submit your quotation for vehicle listed below based on the following terms and conditions:

PRICES QUOTED: The prices quoted must be gross prices F.O.B. Pacific Grove excluding sales and use tax.

FEDERAL TAXES: The Pacific Grove Unified School District is exempt from federal excise taxes and exemption certificates will be issued when required.

FIRM PRICES: Prices quoted will be understood to be firm prices for 60 days after quotations are opened unless otherwise qualified by a bidder. Please quote unit prices.

SPECIFICATIONS: It is assumed the bidder is quoting vehicle year, make and model as specified unless otherwise indicated.

NO QUOTE: If you are unable to quote prices, please sign and return a form marked "No Quote."

DELIVERY: Time of delivery is a part of the consideration and must be adhered to. Vehicle must be delivered to the Pacific Grove Unified School District, 435 Hillcrest Ave Pacific Grove, CA 93950

DISCOUNT: Discount will not be considered in determining the low quote.

INSPECTION: Vehicle(s) delivered must be in strict accordance with the specifications in this quotation. The Pacific Grove Unified School District will inspect the vehicle and has the right to accept or reject the vehicle delivered.

MISCELLANEOUS: Unsigned quotes will not be accepted.

SUBMISSION OF QUOTES: Quotes are to be submitted: 1) in a sealed envelope with QUOTE NUMBER plainly marked or 2) attached to email with the QUOTE NUMBER in the body of the email (dbabas@pgusd.org) or by fax (831) 607-8893.

AWARDS: Awards will be made on an individual basis.

USE INK OR TYPEWRITER TO RECORD PRICES.

TIME: All quotes must be received at the Pacific Grove Unified School District not later than 5pm on the due date shown above.

By: Joshua Iorn

Title: Assistant Superintendent Business

QTY	YEAR/MAKE/MODEL NUMBER	DETAIL DESCRIPTION	UNIT COST	TOTAL COST
1	2022 ODYSSEY 8 PASSENGER	3.7I TIVCT V6 ENGINE 6-SPD AUTO SELECT SHIFT EXTERIOR: OXFORD WHITE INTERIOR: PEWTER VINYL EXL TRIM POWER LOCKS, WINDOWS CRUISE CONTROL AM/FM STEREO SGL-CD W/SYNC REAR VIEW CAMERA	\$ 46,360	\$ 50,810.91

FIRM NAME JAL STROUGHT HONDA
MAILING ADDRESS BOX 70
CITY SEASIDE STATE CA ZIP 93955

TELEPHONE NO. 831-601-0106
EMAIL ADDRESS M.BROSSEAU@VSCC.COM
SIGNATURE





Purchase Information Screen

Deal #: 74304

1. Contract Date: 04/18/23

2. Fin Inst: ANY

3. PACIFIC GROVE UNIFIED SCHOOL DISTR

4. Stock #: HW308

5. CASH PRICE: \$ 46,360.00

6. Rebate:

7. Cash Down:

8. Trade:

TOTAL DOWN:

9. Total Pickup Pmts:

10. Doc Fee: \$ 85.00

11. DMV Fee: \$ 30.00

12. Smog Certificate:

13. Smog Pd to Seller:

14. Smog Impact Fee:

15. THEFT REG \$189.50:

16. CALIF TIRE FEE \$ 8.75

17. TOUCH OF CLASS:

18. Alarm:

19. Total We Owe:

20. Elec.Filing: \$ 31.00

21. Extended Warranty:

22. GAP/MAINT INS (W):

23. Sls Tax Rt/%: 9.2500% \$ 4,296.16

24. Term: 1

25. APR/Add On: .00% .00%

26. DaysTo/1stPmtDate: 0 04/18/23

27. **** PAYMENT ****: \$ 50,810.91

Sale Subtotal: \$ 46,360.00

Total Financed: \$ 50,810.91

Finance Charge:

Total Other Charges:

Total of Payments: \$ 50,810.91

Deferred Price: \$ 50,810.91

Unpaid Balance: \$ 50,810.91

← TOTAL

Command Window

Command:

F1-Help

F2-Home

F3-Save

F4-Cancel

SF8-Fee/Tax



Sale Vehicle, Deal #74304

1. Stock Number:	HW308	19. Mileage:	5
2. VIN:	5FNRL6H61PB056664	20. DMV-AMT/:	
3. New/Used/Demo/Misc:	NEW	21. BOOK:	
4. Model:	ODYSSEY		
5. Make:	HONDA		
6. Year:	23		
7. Model Type:	UT		
8. Body:	UT		
9. Model Number:	RL6H6PJNW		
10. Color:	WX		
11. Options:			
12. Inv Company:	3 VAL STROUGH H		
13. Inv Account:	2340 INV NEW HONDA		
14. HN-CODE:	7024		
15. #-OF-CYL:			
16. GAS/DIES:			
17. KEY-#'S:	N169		
18. LICENSE			

Command Window

Command (?):

F2-Home

F3-Save

F4-Cancel

F8-Extra Fields



Find a Sales and Use Tax Rate

📍 Enter an Address

Street:
435 HILLCREST

City:
PACIFIC GROVE

Zip:
93950

Search Results on 4/27/2023

Matched Address 435 Hillcrest Ave Pacific Grove, CA 93950	Jurisdiction PACIFIC GROVE
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Sales and Use Tax Rate: **9.250%**



The tax rate displayed is for the point shown. Please review the results to ensure that the point shown is the intended location. Also, be aware that tax rates, as well as city and county boundary lines, are subject to change. The rate displayed is based upon the search results and is the rate in effect today.



2023 ODYSSEY EX-L

EXT: PLATINUM WHITE P

ENGINE NUMBER: J35Y7-60622

INT: BLACK

STANDARD EQUIPMENT AT NO EXTRA COST

* TECHNICAL FEATURES *

- 280hp 3.5-Liter VTEC V6 Engine with Variable Cylinder Management (VCM)
- 10-Speed Automatic Transmission
- Paddle Shifters
- Intelligent Traction Management
- Electric Power Steering

* SAFETY FEATURES *

- Driver's and Front Passenger's Airbags
- Driver's and Front Passenger's Side Airbags
- Three Row Side Curtain Airbags
- Driver's and Front Passenger's Knee Airbags
- Vehicle Stability Assist (VSA)
- Anti-Lock Braking System (ABS)
- Electronic Brake Distribution (EBD)
- Tire Pressure Monitoring System
- LED Daytime Running Lights
- LATCH System for Child Seats

* INTERIOR FEATURES *

- Leather-Trimmed Interior
- Leather-Wrapped Steering Wheel
- Audio System with 7 Speakers
- Display Audio with Multi-View Rear Camera
- TFT Meter Display
- Apple CarPlay/Android Auto Integration
- SiriusXM Satellite Radio
- HD Radio
- Bluetooth HandsFreeLink
- CabinControl Capability
- USB Audio Interface

- Push-Button Start
- Tri-Zone Automatic Climate Control
- Heated Front Seats
- Driver's 12-Way Power Seat with Memory incl 4-Way Power Lumbar
- Front Passenger's 8-Way Power Seat incl. 4-Way Power Lumbar
- Auto Dimming Rearview Mirror
- HomeLink System
- Tilt & Telescopic Steering Column
- Illuminated Visor Vanity Mirrors
- Magic Slide 2nd Row Seats
- 60/40 Fold-Down 3rd Row
- Floor Mats
- Second-Row Sunshades

* EXTERIOR FEATURES *

- Dual Power Sliding Doors
- Blind Spot Information System (BSI) w/ Cross Traffic Monitor
- Power Moonroof with Tilt Feature
- Power Tailgate
- 18" Alloy Wheels
- 235/60 R18 All-Season Tires
- LED Headlights w/ Auto-High Beam
- Auto-On/Off Headlights
- LED Fog Lights
- Heated Power Door Mirrors with Turn Indicators
- Capless Fuel Filler
- LED Taillights
- Rear Privacy Glass
- Smart Entry System with Security System
- Remote Engine Start
- Walk Away Auto Lock

* HONDA SENSING *

- Adaptive Cruise Control (ACC)
- Collision Mitigation Braking System (CMBS)
- Lane Keeping Assist System (LKAS)
- Road Departure Mitigation (RDM)

Manufacturer's Suggested Retail Price **\$40,560.00**

Full Tank of Fuel **No Charge**

-SiriusXM Includes:
Free Activation and 3 Months Free Service (excl. AK & HI)

-Honda Roadside Assistance
3YR/36K Mile Warranty Term

PLATINUM WHITE P 455.00

Destination and Handling 1,345.00

TOTAL VEHICLE PRICE

(includes Pre-Delivery Service)

\$42,360.00

License and title fees, state and local taxes and dealer options and accessories are not included in the manufacturer's suggested retail price.

VAL STROUGH HONDA
#1 HEITZINGER PLAZA
SEASIDE, CA 93955

PORT OF ENTRY: ALABAMA
DELIVERY POINT: RICHMOND
SHIP#:
ROW/SPACE: 723-001
TRANS.METHOD: E62 TALLADEGA
C05 RICHMOND

ORIG. DLR: 208002
REF.NO: 40919
HN CODE: HN-7024
EMISSION: 50 STATE
CONTROL NO: 081535
DEALER: 208002

VIN: 5FNRL6H61PB056664



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| <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: May 4, 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 ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2023-24 ✓ Property Tax Update	District Office/Virtual
Thursday Jan. 19	Regular Board Meeting ✓ CSBA Policy Update ✓ School Accountability Report Cards	District Office/Virtual
Thursday Feb. 2	Regular Board Meeting ✓ 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 ✓ Women's History Month Resolution ✓ Second Interim	District Office/Virtual
Thursday Mar. 16	Regular Board Meeting ✓ 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 ✓ 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 ✓ 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 ✓ Governance Training with DWK	District Office/Virtual
Thursday May 4	Regular Board Meeting ✓ 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 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	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2023-24 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2023-24
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**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 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: May 4, 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:

- | | |
|---|--|
| <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: California School Board Association September Policy Updates

DATE: May 4, 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 September 2022.

INFORMATION:

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 September, October and December 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.

SEPTEMBER 2022

Policy 4118- Dismissal/Suspension/Disciplinary Action

- Reviewed by Director II Human Resources Billie Mankey

Regular 4118- Dismissal/Suspension/Disciplinary Action

- Reviewed by Director II Human Resources Billie Mankey

Regulation 4161.5/4261.5/4361.5- Military Leaves

- Reviewed by Director II Human Resources Billie Mankey

Policy 4216- Probationary/Permanent Status

- Reviewed by Director II Human Resources Billie Mankey

Policy 4218- Dismissal/Suspension/Disciplinary Action

- Reviewed by Director II Human Resources Billie Mankey

Regulation 4218- Dismissal/Suspension/Disciplinary Action

- Reviewed by Director II Human Resources Billie Mankey

Policy 6158- Independent Study

- Reviewed by Director of Curriculum and Special Projects Buck Roggeman and Director of Student Services Clare Davies

Regulation 6158- Independent Study

- Reviewed by Director of Curriculum and Special Projects Buck Roggeman and Director of Student Services Clare Davies

Policy 6164.2- Guidance/Counseling Services

- Reviewed by Director of Student Services Clare Davies

Policy 6178- Career Technical Education

- Reviewed by Pacific Grove High School Principal Lito Garcia and Pacific Grove High School Assistant Principal Shane Steinback

Regulation 6178- Career Technical Education

- Reviewed by Pacific Grove High School Principal Lito Garcia and Pacific Grove High School Assistant Principal Shane Steinback
- Additional change includes removing the "Partnership Academies" section in its entirety as the District does not offer such a program

Policy 6200- Adult Education

- Reviewed by Adult Education Principal Barbara Martinez
- Additional change includes editing language for Adult Education Program Funds, highlighted in yellow

Regulation 6200- Adult Education

- Reviewed by Adult Education Principal Barbara Martinez

Policy 7110- Facilities Master Plan

- Reviewed by Assistant Superintendent Joshua Jorn

Policy 7150- Site Selection and Development

- Reviewed by Assistant Superintendent Joshua Jorn

Regulation 7150- Site Selection and Development

- Reviewed by Assistant Superintendent Joshua Jorn

Bylaw 9100- Organization

- Reviewed Superintendent Ralph Porras

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2000 | **Last Revised Date:** ~~12/09/01/2014~~2022 | **Last Reviewed Date:** ~~12/09/01/2014~~2022

CSBA NOTE: The following optional policy and accompanying administrative regulation are subject to collective bargaining and may be deleted or revised by any district whose agreement covers certificated employee suspension and discipline. Pursuant to Government Code 3543.2, the district and the bargaining unit representing certificated employees must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days.

For information about dismissal of substitute or temporary employees, see BP 4121 - Temporary/Substitute Personnel.

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA District and County Office of Education Legal Services or the district's legal counsel, accordingly.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

Suspension/Dismissal Procedures

CSBA NOTE: Education Code 44932 and 44933 specify the causes for which a certificated employee may be suspended without pay or dismissed; see the accompanying administrative regulation.

The Superintendent shall notify the Board whenever ~~he/she believes that~~ there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person.- (Education Code 44934, 44934.1)

CSBA NOTE: Pursuant to Education Code 44934 ~~and 44934.1~~, upon the formulation or receipt of a written statement of charges, the Governing Board may notify the employee of the Board's intent to suspend or dismiss ~~him/her~~. Education Code 44934.1, as added by AB 215 (Ch. 55, Statutes of 2014), ~~requires a similar notice for charges of egregious misconduct.~~ the employee.

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of ~~its~~ the Board's intention to suspend or dismiss ~~him/her~~ the employee at the expiration of 30 days from the date the notice is served.- (Education Code 44934, 44934.1)

CSBA NOTE: Prior to serving the notice of suspension or dismissal, Education Code 44938 requires that, when the charge involves unsatisfactory performance or unprofessional conduct, the employee must be given time to correct the performance or conduct as provided in the following two paragraphs. According to *Crowl v. Commission on Professional Competence*, when the employee fully remediates the misconduct specified in the written notice, no disciplinary action may be taken. The *Crowl* decision did not address what could be done when the misconduct specified in the notice reoccurs. Because the lack of further misconduct may not necessarily be equal to full remediation, appropriate disciplinary action should be determined on a case-by-case basis in consultation with legal counsel and the collective bargaining agreement.

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct ~~his/her~~ the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665.- The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year.- (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct ~~his/her~~ the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice.- (Education Code 44938)

CSBA NOTE: Education Code 44936, ~~as amended by AB 215 (Ch. 55, Statutes of 2014)~~, allows a suspension or dismissal notice to be given at any time of year, except when the charge is unsatisfactory performance in which case the notice must be given during the instructional year. ~~As amended~~, Education Code 44936 also requires any written notice given during the instructional year to be served personally or by mail, whereas notices outside of the instructional year must be served personally upon the employee.

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed; and may be served personally or by registered mail to the employee's last known address.- (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

CSBA NOTE: Pursuant to Education Code 44939, 44939.1, and 44940, the Board may immediately suspend an employee from ~~his/her~~ performing assigned duties pending suspension or dismissal proceedings for specified causes.

Pursuant to Education Code 44939, ~~as amended by AB 215 (Ch. 55, Statutes of 2014)~~, an employee who is immediately suspended for a charge other than egregious misconduct may, within 30 days of receiving the suspension notice, serve the Board and file a motion with the Office of Administrative Hearings to seek reversal of the suspension. The review will be limited to whether the facts as alleged in the statement of charges would be a sufficient basis for immediate suspension. A hearing will be held no later than 30 days after the motion is filed, and the administrative law judge will issue a decision no later than 15 days after the hearing. During the review of the motion or while dismissal charges are pending, the Board retains the authority to determine the physical placement and assignment of the employee.

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from ~~his/her~~ assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing.- (Education Code 44939, 44939.1, 44940)

CSBA NOTE: If an employee has requested a hearing upon receiving notice of suspension or dismissal, the hearing will be conducted by the Commission on Professional Competence or an administrative law judge pursuant to Education Code 44944 or 44944.1; see the accompanying administrative regulation. The hearing before the Commission on Professional Competence must begin within six months of the employee's request for the hearing, unless extended due to extraordinary circumstances. The Commission on Professional Competence consists of an administrative law judge of the Office of Administrative Hearings, a member appointed by the Board, and a member appointed by the employee.

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person ~~with a~~ currently valid credential to serve on the Commission. The appointee shall not be an employee of

the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944.- (Education Code 44944)

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 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
PGUSD	Regular Meeting of May 4, 2023

H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

California Constitution Article 1, Section 1 Inalienable rights

1

Federal Law

U.S. Constitution First Amendment

Management Resources

Commission on Teacher Credentialing Publication

Court Decision

Court Decision

Court Decision

Website

Website

Website

Website

Website

Description

Free exercise, free speech, and establishment clauses

Description

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007

Kennedy v. Bremerton School District (2022) 142 S.Ct. 2407

Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334

Morrison v. State Board of Education (1969) 1 Cal.3d 214

Commission on Teacher Credentialing

CSBA

Department of General Services, About Teacher Dismissal Case Type (https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/About/Page-Content/About-Teacher-Dismissal)

Office of Administrative Hearings (https://www.dgs.ca.gov/OAH)

Office of the Attorney General (https://oag.ca.gov/)

Cross References

Code

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1114

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PGUSD

Description

District-Sponsored Social Media

District-Sponsored Social Media

Complaints Concerning District Employees

Complaints Concerning District Employees

Uniform Complaint Procedures

Uniform Complaint Procedures

Uniform Complaint Procedures

Uniform Complaint Procedures

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3512-E PDF (1)	Equipment
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3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
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3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
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4119.23	Unauthorized Release Of Confidential/Privileged Information
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4312.42	Drug And Alcohol Testing For School Bus Drivers
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4361	Leaves
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5145.2	Freedom Of Speech/Expression
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Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2000 | **Last Revised Date:** ~~12/09/01/2014~~ 2022 | **Last Reviewed Date:** ~~12/09/01/2014~~ 2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect provisions applicable to the size of the district as well as any related provisions of collective bargaining agreements.

Pursuant to Government Code 3543.2, the district and certificated employee bargaining unit must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days. If the Governing Board has adopted a collective bargaining agreement which includes such procedures, then, pursuant to Education Code 44932, the authorization to suspend an employee for up to 15 days pursuant to the procedures specified in Education Code 44933, 44934, 44934.1, 44935, 44936, 44937, 44943, and 44944 would not apply. The suspension procedures specified in Education Code 44934 and 44939, as amended by AB 215 (Ch. 55, Statutes of 2014), are explicitly for use only by districts that do not have a collective bargaining agreement.

Because Education Code provisions pertaining to employee suspension and dismissal are complex, districts are advised to consult with legal counsel before instituting such proceedings.

Causes for Suspension or Dismissal

CSBA NOTE: Education Code 44932 lists causes for which a certificated employee may be suspended without pay or dismissed. ~~AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44932 to add egregious misconduct, as defined, as a cause for dismissal and to delete membership in the Communist party.~~

The causes listed in Education Code 44932 have been found to be so broad as to be sometimes difficult to apply. However, the California Supreme Court (*in Morrison v. State Board of Education*), has articulated a seven-part test to determine fitness to teach, including (1) likelihood of recurrence of the questioned conduct or performance, (2) extenuating or aggravating circumstances, (3) effect of notoriety and publicity, (4) impairment of teacher-student relationships, (5) disruption of the education process, (6) motive, and (7) proximity or remoteness in time of conduct or performance. The conduct or performance that gives rise to the need to suspend or dismiss need not occur on or involve district property.

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance

6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 (prohibiting the advocacy or teaching of communism)
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (~~Education Code 44933~~)

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising his/her free speech or press rights pursuant to Education Code 48907 or 48950. (~~Education Code 48907, 48950~~) (Education Code 44933)

Suspension/Dismissal of Permanent Employees

CSBA NOTE: Procedures for the suspension or dismissal of permanent employees are addressed in Education Code 44932-44947. ~~Some of these procedures were amended by AB 215 (Ch. 55, Statutes of 2014), including the establishment of an alternative procedure for charges related solely to egregious misconduct.~~

See the accompanying Board policy for information about Board responsibilities related to reviewing the statement of charges, providing notice to the employee of the Board's intent to suspend or dismiss him/her the employee, and, when applicable, appointing a member of the Commission on Professional Competence that will conduct a hearing on the matter.

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists (Education Code 44934, 44934.1)
2. ~~Upon~~ The employee, upon receiving notice of the Board's intent to suspend or dismiss him/her, ~~the employee,~~ may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when an the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)
4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision supporting suspension or dismissal

or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

CSBA NOTE: With proper notice, the district may choose not to rehire probationary employees for the following year without giving a statement of reasons; see ~~AR 4117.6 - Decision Not to Rehire~~. BP 4116 - Probationary/Permanent Status. However, during the school year, probationary employees may only be suspended without pay or dismissed for cause and in accordance with the applicable procedures specified in law.

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons ~~provided that it is done in accordance with AR 4117.6 - Decision Not to Rehire and~~, if proper notice is provided by March 15. (Education Code 44929.21, 44929.23)

CSBA NOTE: Districts with average daily attendance (ADA) of 250 or more may dismiss probationary employees during the school year in accordance with the procedures contained in Education Code 44948.3, in which case the decision whether to dismiss an employee rests with the Board rather than the Commission on Professional Competence (Option 1 below).

Districts with less than 250 ADA should select the appropriate option below depending on how the district grants permanent status to certificated employees in accordance with BP/AR 4116 - Permanent/Probationary Status. Districts with less than 250 ADA that have not adopted a collective bargaining agreement may elect to use the procedures in Education Code 44934 and 44934.1 for dismissal of probationary employees (Option 2 below), as reflected in the section "Suspension/Dismissal of Permanent Employees" above. Alternatively, Education Code 44948.2 authorizes districts with less than 250 ADA to elect to dismiss probationary employees during the school year pursuant to Education Code 44948.3 (Option 1 below). When districts with less than 250 ADA decide to use the procedures in Education Code 44948.3, their employees will become permanent employees if they are not served with a notice of non-reelection before March 15 of their second year. Since Education Code 44948.3 applies only to dismissal of probationary employees in districts with 250 ADA or more or to districts of less than 250 ADA that elect to use Education Code 44948.3, it is not appropriate for use by districts that either grant permanent status after three consecutive years or that reelect employees from year to year without granting permanent status.

OPTION 1: (Districts with ADA of 250 or more, or districts with less than 250 ADA that have elected to use the dismissal procedures in Education Code 44948.3)

During the school year, ~~a~~ probationary employees employee who is in their the first or second year of service may be dismissed only for one or more of the causes listed in ~~items~~ Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.

CSBA NOTE: Pursuant to Education Code 44948.3, the probationary employee may request a hearing as provided below. ~~His/her~~ **The employee's** failure to request a hearing within 15 days from receipt of the dismissal notice constitutes a waiver of the right to a hearing.

2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.

CSBA NOTE: Education Code 44948.3 authorizes the district to establish procedures for the appointment of an administrative law judge to conduct the hearing and submit ~~his/her~~ **a** recommended decision to the Board. Item #3 may be revised to reflect any such procedures established by the district.

3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

OPTION 1 ENDS HERE

~~OPTION 2: (Districts with less than 250 ADA that do not grant permanent status after two years and do not elect to use the procedures in Education Code 44948.3)~~

~~During the school year, probationary employees may be dismissed only for one or more of the causes listed in items ~~Items~~ #1-11 in the section "Causes for Suspension or Dismissal" above. (Education Code 44948)~~

~~Whenever a probationary employee is so charged, dismissal procedures shall be those set forth in Education Code 44934 and 44934.1 as described in the section "Suspension/Dismissal of Permanent Employees" above.~~

OPTION 2 ENDS HERE

Compulsory Leave of Absence

CSBA NOTE: Whenever a certificated employee is charged with a "mandatory leave of absence offense" as defined in Education Code 44940, the district is required to place ~~him/her~~ **the employee** on a compulsory leave of absence. Penal Code 291 requires law enforcement, including the local police, sheriff, or California Highway Patrol, to telephone the Superintendent when a school employee has been arrested for a sex offense and provide written notice to the County Superintendent of Schools and the Commission on Teacher Credentialing (CTC).

~~AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44940 to add murder or attempted murder to the list of mandatory leave of absence offenses (item #2 below) and to delete exceptions regarding controlled substances (item #3 below).~~

Pursuant to Education Code 44009 and 44425, ~~the~~ CTC will revoke the credential of an individual who has been convicted of a mandatory leave of absence offense.

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (~~prohibiting~~ murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

CSBA NOTE: Education Code 44940 permits the Board to require compulsory ~~leave~~ ~~leave~~ for certain "optional leave of absence offenses" as defined below. ~~AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44940 to move violations or attempted violations of Penal Code 187 from the list of optional leave of absence offenses to the list of mandatory leave of absence offenses.~~

The following optional paragraph should be revised to reflect offenses which the Board has determined will require a compulsory leave of absence.

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless ~~he/she demands~~ a hearing ~~is demanded~~. (Education Code 44940, 44940.5)

CSBA NOTE: Pursuant to Education Code 44940.5, while on compulsory leave, the ~~employee may receive his/her~~ ~~employee's~~ salary ~~may be paid~~ if ~~he/she~~ ~~the employee~~ provides a suitable bond or other acceptable security as a guarantee that ~~he/she will repay~~ the leave-period salary ~~will be repaid~~ if ~~the employee is~~ convicted of the charges or if ~~he/she~~ fails to return to district service. If the employee is acquitted or the charges are dismissed, the district must reimburse ~~him/her~~ ~~the employee~~ for the cost of the bond upon return to service in the district. If an employee who does not furnish a bond or other security is acquitted or the charges are dismissed, the district must pay ~~his/her~~ ~~the employee's~~ salary for the time spent on leave upon return to service.

Education Code 44940.5 specifies that, if the charges against an employee are dismissed as a result of the employee's successful completion of a drug diversion program and the employee returns to service, the employee may elect to receive payment for ~~his/her~~ ~~any~~ accrued leave and differential pay for the length of the employee's leave of absence.

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of ~~his/her~~ ~~the~~ second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

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.

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Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions

Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms, enhancement of prison terms
Management Resources	Description
Commission on Teacher Credentialing Publication	California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007
Court Decision	Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
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
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3512-E PDF(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles

4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4117.7	Employment Status Reports
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees

4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4136	Nonschool Employment
4141	Collective Bargaining Agreement
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
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4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4213.5	Working Remotely
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards

4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241	Collective Bargaining Agreement
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
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4259	Employee Assistance Programs
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4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
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4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition

6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Regulation 4161.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** ~~07/09/01/2006~~ 2022 | **Last Reviewed Date:** ~~07/09/01/2006~~ 2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

The USERRA applies to all employees, except for persons individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the ~~Veterans'~~ Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

An Any district employee who needs to be absent from the district service to fulfill his/her military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~ Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code ~~44018~~ 44018 ~~authorizes, but~~ does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

An employee ~~The district~~ shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~ ~~The employee~~ has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~ ~~the employee~~ has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees ~~are compensated~~ for military leave for periods of inactive duty training. Optional ~~item~~ ~~Item~~ #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~ ~~the employee~~ has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

CSBA NOTE: When calculating whether the employee has been employed by the district for a minimum of one year for purposes of determining the employee's right to a paid military leave of absence pursuant to ~~items~~ ~~Items~~ #1, 2, and 4 above, ~~an~~ ~~the~~ Attorney General ~~opinion~~ ~~(opined in~~ 77 Ops.Cal.Atty.Gen. 209 (1994) ~~) states~~, that all prior military service is to be counted as public agency service (i.e., the military service is "tacked on" to the amount of time employed in the district), even when a period of time lapses between the military service and district employment. However, ~~as opined by the Attorney General in 18 Ops.Cal.Atty.Gen. 178 (1951)~~, an employee may not "tack on" prior employment in another district ~~(18 Ops.Cal.Atty.Gen. 178 (1951))~~. If a question arises as to whether prior service should be counted, district legal counsel should be consulted.

employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops. Cal. Atty. Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.

During the period of military leave, an employee may, upon his/her own request, to use any vacation or similar paid leave accrued before the commencement of the military leave. in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

CSBA NOTE: The following optional paragraph is for use by any district whose Board has taken action to extend benefits to for up to 180 days to employees who are on active military duty as members of the California National Guard or a U.S. Military Reserve organization, as authorized, but not required, by Education Code 44018.

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of his/her the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received if he/she had the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in item #1 Active Military Training or Exercises, Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in item #3 War or

Other Emergency, Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of his/her the employee's leave of absence. (Military and Veterans Code 395.05)

INFORMATION/DISCUSSION B

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

CSBA NOTE: Employees on military leave are deemed to be on furlough or leave of absence, pursuant to 20 CFR 1002.149 and, during the period of military leave, maintain non-seniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. However, pursuant to Education Code 44800 and Military and Veterans Code 395, absence due to military leave may not be counted in satisfaction of an uncompleted probationary period.

Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~ the employee would otherwise have been entitled, except under the conditions noted below: in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~ the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of ~~an~~ the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~ the employee could terminate or could cause to ~~be~~ have terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service; ~~provided the employee has~~ plus a period of eight hours ~~to~~ of rest following a period for safe transportation to ~~his/her~~ the employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

In cases where Where an employee's reporting or application for reinstatement within the periods specified in ~~items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her rights,~~ the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the ~~employer~~ district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)", clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

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
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources

Description

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Regulation 4261.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | Last Revised Date: ~~07/09/01/2006~~2022 | Last Reviewed Date: ~~07/09/01/2006~~2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

The USERRA applies to all employees, except for persons individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the Veterans' Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

An Any district employee who needs to be absent from the district service to fulfill his/her military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code ~~44018~~ 44018 authorizes, but does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

An employee ~~The district~~ shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~ ~~The employee~~ has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~ ~~the employee~~ has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees ~~are compensated~~ for military leave for periods of inactive duty training. Optional ~~item~~ ~~Item~~ #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~ ~~the employee~~ has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

CSBA NOTE: When calculating whether the employee has been employed by the district for a minimum of one year for purposes of determining the employee's right to a paid military leave of absence pursuant to ~~items~~ ~~Items~~ #1, 2, and 4 above, ~~an~~ ~~the~~ Attorney General ~~opinion~~ ~~(opined in~~ 77 Ops.Cal.Atty.Gen. 209 (1994) ~~) states~~, that all prior military service is to be counted as public agency service (i.e., the military service is "tacked on" to the amount of time employed in the district), even when a period of time lapses between the military service and district employment. However, ~~as opined by the Attorney General in 18 Ops.Cal.Atty.Gen. 178 (1951)~~, an employee may not "tack on" prior employment in another district ~~(18 Ops.Cal.Atty.Gen. 178 (1951))~~. If a question arises as to whether prior service should be counted, district legal counsel should be consulted.

In determining the length of district employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to district

employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops. Cal. Atty. Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.

During the period of military leave, an employee may, upon his/her own request, to use any vacation or similar paid leave accrued before the commencement of the military leave. in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

CSBA NOTE: The following optional paragraph is for use by any district whose Board has taken action to extend benefits to for up to 180 days to employees who are on active military duty as members of the California National Guard or a U.S. Military Reserve organization, as authorized, but not required, by Education Code 44018.

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of his/her the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received if he/she had the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in ~~item #1 Active Military Training or Exercises~~, Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

INFORMATION/DISCUSSION B
However, an employee who is a National Guard member on active duty as described in ~~Item #3 War or Other Emergency, Item #3~~ in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of his/~~her~~the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

CSBA NOTE: Employees on military leave are deemed to be on furlough or leave of absence, pursuant to 20 CFR 1002.149 and, during the period of military leave, maintain non-seniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. However, pursuant to Education Code 44800 and Military and Veterans Code 395, absence due to military leave may not be counted in satisfaction of an uncompleted probationary period.

Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~the employee would otherwise have been entitled, except under the conditions noted below: in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of anthe employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~the employee could terminate or could cause to be ~~have~~ terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service, ~~provided the employee has~~ plus a period of eight hours ~~to~~of rest following a period for safe transportation to ~~his/her~~the

employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

~~In cases where~~ Where an employee's reporting or application for reinstatement within the periods specified in ~~items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her~~ rights, the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the ~~employer~~ district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)", clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

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

State	Description
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave

Federal

Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources

PGUSD

Description

Regular Meeting of May 4, 2023

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Regulation 4361.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** ~~07/09/01/2006~~ 2022 | **Last Reviewed Date:** ~~07/09/01/2006~~ 2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

The USERRA applies to all employees, except for persons individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the ~~Veterans'~~ Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

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an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

An employee ~~The district~~ shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~ The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
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3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

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An employee on temporary military leave under the conditions described in item #1 Active Military Training or Exercises, Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

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However, an employee who is a National Guard member on active duty as described in ~~item #3 War or Other Emergency, Item #3~~ in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of ~~his/her~~ the employee's leave of absence. (Military and Veterans Code 395.05)

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At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~ the employee would otherwise have been entitled, except under the conditions noted below: in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~ the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of an the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~ the employee could terminate or could cause to be have terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service, ~~provided the employee has~~ plus a period of eight hours ~~to of rest following a period for safe~~ transportation to ~~his/her~~ the

employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

~~In cases where~~ Where an employee's reporting or application for reinstatement within the periods specified in ~~items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her~~ rights, the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the ~~employer~~district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)," clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

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State	Description
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Policy 4216: Probationary/Permanent Status

Status: ADOPTED

Original Adopted Date: 06/01/1996 | **Last Revised Date:** ~~10/09/01/2019~~ 2022

CSBA NOTE: Education Code 45113 mandates the Governing Board in a non-merit system district to develop rules and regulations for the personnel management of classified employees. For districts establishing the merit system pursuant to Education Code 45240-45320, rules for the efficient running of the classified service are established by the personnel commission pursuant to Education Code 45260. The following policy may be revised to reflect district practice, the any applicable collective bargaining agreement, or personnel commission rules.

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

CSBA NOTE: The following paragraph should be revised to reflect the specific length of the probationary period prescribed by the district, provided the probationary period does not exceed the time limits specified below.

Education Code 45113, as amended by AB 1353 (Ch. 542, Statutes of 2019), shortened the maximum length of the required probationary period in non-merit system districts from one year to six months or 130 days of paid service, whichever is longer. Therefore, the maximum length of the required probationary period for non-merit districts is now the same as that of districts incorporating the merit system as provided under Education Code 45301. Education Code 45113, as amended, will not override any conflicting provision of a collective bargaining agreement entered into before January 1, 2020, until the collective bargaining agreement expires or is renewed.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

CSBA NOTE: Pursuant to Education Code 45113 (non-merit system districts) and 45301 (merit system districts), as amended by AB 486 (Ch. 666, Statutes of 2021), in order to receive permanent classified service status, a full-time district police officer and public safety dispatcher who operates a dispatch center certified by the Commission on Peace Officer Standards and Training must serve in a probationary status for not less than one year from the date of appointment to the full-time position. See AR 3515.3 – District Police/Security Department.

However, in order to receive permanent classified service status, a full-time district police officer or public safety dispatcher who operates a dispatch center certified by the Commission on Peace Officer Standards and Training shall serve in a probationary status for not less than one year from the date of appointment. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The district may, without cause, dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

CSBA NOTE: Pursuant to [Education Code 45301](#), as amended by [SB 874 \(Ch. 150, Statutes of 2022\)](#), the paragraph below also applies to districts that have adopted the merit system.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted. (Education Code 45113, [45301](#))

This policy shall be made available to classified employees and the public. (Education Code 45113)

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State	Description
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45240-45320	Merit system

Management Resources	Description
Website	California School Employees Association

Cross References

Code	Description
3515.3	District Police/Security Department (BP and AR)
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4215	Evaluation/Supervision
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1) PGUSD	Employee Notifications Regular Meeting of May 4, 2023

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 | **Last Revised Date:** ~~10/01/2019~~ 2022

CSBA NOTE: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail.

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA District and County Office of Education Legal Services or the district's legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed by the Superintendent or designee without cause at any time prior to the expiration of the probationary period.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also see the accompanying administrative regulation.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

CSBA NOTE: The following section should be revised to reflect district practice.

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all serious disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu of ~~holding a Board hearing on the sufficiency of the causes for disciplinary action~~ Except for an allegation of holding egregious misconduct in which a Board hearing on the sufficiency of the causes for disciplinary action minor is involved, the Board may delegate its ~~the~~ authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When ~~the~~ a matter is heard by a third-party hearing officer, the Board ~~retains the authority to~~ shall review the determination and ~~to~~ adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

If **When any** matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a **witness who is a** minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

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State	Description
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions (including: disciplinary action, and cause)
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	Schoolbus drivers; dismissal for safety-related cause

[California Constitution Article 1, Section 1](#) [Inalienable rights](#)

Federal

42 USC 12101-12213

Description

Americans with Disabilities Act

[U.S. Constitution First Amendment](#)

[Free exercise, free speech, and establishment clauses](#)

Management Resources

Court Decision

Description

California School Employees [Kennedy](#) v. Livingston Union [Bremerton](#) School District; (2007) 149 Cal. App. 4th 391 (2022) 142 S.Ct. 2407

Court Decision

CSEA [California School Employees](#) v. Foothill Community College [Livingston Union School](#) District; 52 (2007) 149 Cal.

Court Decision

Skelly ^{INFORMATION/DISCUSSION, B} CSEA v. California Personnel Board, Foothill Community College District (1975) 15 52 Cal. App. 3rd 1503d 194

Court Decision

Skelly v. California Personnel Board (1975) 15 Cal.3d 194

Website

Department of General Services, About Teacher Dismissal Case Type (<https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/About/Page-Content/About-Teacher-Dismissal>)

Website

Office of Administrative Hearings (<https://www.dgs.ca.gov/OAH>)

Website

Office of the Attorney General (<https://oag.ca.gov/>)

Cross References

Code

Description

1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
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3230	Federal Grant Funds
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3512	Equipment
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3512-E PDF(1)	Equipment
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3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles

4020	Drug And Alcohol-Free Workplace
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4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
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4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
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4119.12	Title IX Sexual Harassment Complaint Procedures
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4119.24	Maintaining Appropriate Adult-Student Interactions
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4127	Temporary Athletic Team Coaches
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5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
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9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** ~~10/09/01/2019~~ 2022

Causes for Disciplinary Action

CSBA NOTE: The following section should be revised to reflect district practice. Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed.

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

CSBA NOTE: Pursuant to Education Code 45122.1, 45123, and 45124, districts must not continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

CSBA NOTE: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 (~~prohibiting the advocacy or teaching~~ of communism)
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

~~An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)~~

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

CSBA NOTE: Pursuant to *Skelly v. State Personnel Board*, permanent public employees are entitled to due process before any punitive disciplinary action, such as termination, suspension, or demotion, may be taken against such employees. These procedural rights include provision of notice of the materials upon which the proposed action is based and the right to respond, either orally or in writing, to a district official ("Skelly officer") who is designated to decide whether the recommended discipline should be imposed.

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

CSBA NOTE: Education Code 45113 mandates districts to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

CSBA NOTE: As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In *California School Employees Association v. Livingston Union School District*, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins. For further information on the evidentiary hearing conducted by the Board or a hearing officer, see the accompanying Board policy.

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

CSBA NOTE: State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence following conviction for certain offenses specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. Although existing state law does not explicitly provide for application to classified employees in nonmerit system districts, such districts have authority pursuant to Education Code 44940.

Code 45113 to establish causes for suspension or dismissal. The following section may be revised to reflect district practice.

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (~~prohibiting~~ murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

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
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions (including disciplinary action, cause)
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304 PGUSD	Compulsory leave of absence for classified persons

Veh. Code 1808.8

School bus School bus drivers; dismissal for safety-related cause

INFORMATION/DISCUSSION B

Federal

42 USC 12101-12213

Description

Americans with Disabilities Act

Management Resources

Court Decision

Description

California School Employees v. Livingston Union School District, (2007) 149 Cal. App. 4th 391

Court Decision

CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156

Court Decision

Skelly v. California Personnel Board, (1975) 15 Cal.3d 194

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CSBA Sample District Policy Manual
CSBA Sample Manual Site

Policy 6158: Independent Study**Status:** ADOPTED

Original Adopted Date: 03/01/2005 | **Last Revised Date:** ~~12/09/01/2021~~2022 | **Last Reviewed Date:** ~~12/09/01/2021~~2022

CSBA NOTE: Education Code 51745~~51744~~-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.

AB 167 (Ch. 252, Statutes of 2021) amended various Education Code provisions related to independent study, as reflected throughout this policy and the accompanying administrative regulation. Education Code 51747, as amended by AB 167, authorizes a district to receive apportionment credit for independent study for any student who is unable to attend in-person instruction due to a quarantine, under a local or state public health guidance, for exposure to or infection with COVID-19 or due to a school closure for COVID-19, pursuant to Education Code 41422.

Education Code 51747, as amended by AB 130, mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state apportionments for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.

Education Code 51749.5 mandates that the Board adopt policy with specified components as a condition of offering a program of course-based independent study. The mandated components are reflected throughout this policy and the accompanying administrative regulation.

Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies and other requirements, including loss of apportionment for independent study pursuant to Education Code 51747 and 51749.5 for districts found to be noncompliant.

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

Education Code 51747 and 51749.5 mandate the Governing Board to adopt a policy with specified components as a condition of receiving state apportionments for traditional and course-based independent study, and to implement the policy in accordance with the rules and regulations adopted by the Superintendent of Public Instruction. The mandated components for traditional independent study and course-based independent study are reflected throughout this policy and the accompanying administrative regulation.

Education Code 51744, as added by AB 181 (Ch. 52, Statutes of 2022), encourages districts, when adopting policy, to consider offering more than one independent study model for short- and long-term placements in accordance with Education Code 51747, 51747.5 and 51749.6.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, as added by AB 130 and amended by AB 167. See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

CSBA NOTE: 5 CCR 11701 requires the Board to hold a public hearing when setting policy regarding the maximum length of time that may elapse between the time an independent study assignment is made and the date by which the student must complete it, and the level of satisfactory educational progress and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the student's best interests to remain in independent study. See "General Independent Study Requirements" below for more information regarding these requirements.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

CSBA NOTE: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year as to students who are unable to participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19, including the requirement that participation in independent study be voluntary.

The California Department of Education (CDE), in its 2021-22 AA & IF Independent Study FAQs, interpreted Education Code 51747 as permitting a district to require a student to participate in independent study under circumstances specified in the following paragraph.

Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student **Student** participation in independent study shall be voluntary: and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

CSBA NOTE: Pursuant to Education Code 46300, as amended by AB 130, the attendance of students participating in independent study for only three or more consecutive school days will be included in computing average daily attendance (ADA) for apportionment purposes.

However, for the 2021-22 school year, districts are permitted pursuant to Education Code 51747, as amended by AB 167, to claim apportionment for fewer than three consecutive school days for students who cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 5174746300)

General Independent Study Requirements

CSBA NOTE: Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only, and thereafter to offer independent study at their discretion. Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021-22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.

For single-district counties, the waiver must be granted by the SPI.

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study participation and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

CSBA NOTE: Pursuant to Education Code 46100, the Board is required to fix the length of the school day for each grade level, in accordance with law. ~~CDE~~ The California Department of Education, in its "Frequently Asked Questions," clarifies that independent study is not an alternative curriculum and that students in independent study are required to meet the same number of instructional minutes as their peers who are physically at the school site for their instruction.

The minimum instructional minutes ~~for~~ shall be the same for all students at each school including students participating in independent study ~~shall be the same as required for their peers at the school who are receiving in-person instruction~~, except as otherwise permitted by law. (Education Code 46100)

CSBA NOTE: Education Code 51747 mandates ~~that the Board, in a public hearing,~~ to adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and should be revised to reflect the length of time determined by the Board. In order to ensure that apportionment credits are received, the length of time determined by the Board in its policy should be reflected in the student's written agreement. See the section "Master Agreement" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of ~~program~~ programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of ~~the~~ specified in the student's written agreement.

CSBA NOTE: Education Code 51747 mandates ~~that the Board, in a public hearing,~~ to adopt a policy which specifies the level of satisfactory educational progress and the number of missed assignments allowed before an evaluation ~~would be required~~ is conducted to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. 1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. 2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

3. 3. Learning of required concepts, as determined by the supervising teacher
4. 4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

CSBA NOTE: Education Code 51747, as amended by AB ~~130~~181, mandates the Board to adopt policy that includes the provision of content aligned to grade level standards that is ~~provided at a level of quality and intellectual challenge~~ substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

CSBA NOTE: Education Code 51747, as amended by AB ~~130~~, mandates the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described in Items #1-3 below and defined in the accompanying administrative regulation. This requirement ~~only applies~~does not apply to students participating in an independent study program for fewer than 15 school days, or more.

According, pursuant to CDE's "2021-22 AA & IT Independent Study FAQs," ~~synchronous instruction for traditional~~Education Code 51747, as amended by AB 181, students enrolled in a comprehensive school for classroom-based instruction who participate in independent study ~~only counts toward meeting~~due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

Pursuant to Education Code 51747.5, as amended by AB 181, the minimum day requirements if students produce a work product that is evaluated for district may claim apportionment credit for independent study only to the extent of the time value as an outcome from their of student work products as personally judged by a certificated employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instruction instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Evidence of student participation may include, but is not limited to, student work produced or performed as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering.

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. 1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. 2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

3. 3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

CSBA NOTE: Education Code 51747, as amended by AB 130 and AB 167181, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for students who meet the conditions specified in the following paragraph. Items #1-3 below. This requirement only applies does not apply to students participating in an independent study program for fewer than 15 school days, or more students who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: are: (Education Code 51747)

1. ~~Are not~~ 1. Not generating attendance for more than ~~three school days or 60 percent of the instructional days in a school week, or 10~~ ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. ~~Are found to be not participatory~~ 2. Not participating in synchronous instructional offerings pursuant to Section Education Code 51747.5 for more than the ~~greater of three schooldays or 60~~ 50 percent of the scheduled ~~days~~ times of synchronous instruction in a school month as applicable by grade span
3. ~~Are in~~ 3. In violation of their written agreement

CSBA NOTE: Education Code 51747, as amended by AB 181, requires that the district's tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, as applicable.

Tiered reengagement strategies procedures used in district independent study programs shall include, local programs intended to address chronic absenteeism, as applicable, including but ~~are not necessarily~~ limited to, ~~all of~~ the following: (Education Code 51747)

1. 1. Verification of current contact information for each enrolled student
2. 2. Notification to parents/guardians of lack of participation within one school day of the recording of a ~~non-attendance~~ nonattendance day or lack of participation
3. 3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying administrative regulation.

4. 4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

CSBA NOTE: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement ~~only applies~~ does not apply to students participating in an independent study program for fewer than 15 school days. Pursuant to Education Code 51747, as amended by AB 181, the requirement is also not applicable to students who participate in independent study due to necessary medical treatments or more inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days of more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later, than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 181, the live interaction and/ or synchronous learning requirements, tiered reengagement strategies, and transition plan obligations do not apply to students enrolled in a comprehensive school for classroom-based instruction who, under the care of an appropriate licensed professional(s), participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, provided the district obtains evidence of the need as specified in Education Code 51747.

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

CSBA NOTE: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. ~~For the 2021-22 school year only,~~ Pursuant to Education Code 51747, as amended by AB 167, requires 181, the district is required to obtain a signed written agreement for an independent study program of ~~any~~ length of time ~~no later than 30~~ 15 school days after or more before the first day beginning of instruction in independent study, and for an independent study program or October 15, whichever date comes later, of less than 15 school days, within ten school days of the beginning of the first day of the student's enrollment.

In addition, Education Code 51749.5 mandates the Board to adopt policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the section "Master Agreement" below for required content of these agreements.

The Superintendent or designee shall ensure that a written ~~master~~ agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

CSBA NOTE: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in

English; be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to CDE. CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and reflected in the accompanying administrative regulation.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study.

CSBA NOTE: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

CSBA NOTE: Education Code 51747 mandates that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of three or more consecutive school days pursuant to Education Code 46300, as amended by AB 130, written agreements are required only in such instances.

Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study pursuant to Education Code 51747, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's written permission.

For the 2021-22 school year however, the district must obtain a signed written agreement for independent study, of any length of time, no later than 30 days after the first day of instruction in independent study or October 15, whichever date comes later, pursuant to Education Code 51747, as amended by AB 167. This requirement is also applicable to independent study for a student who is unable to attend classroom-based instruction due to quarantine or school closure for COVID-19. However, pursuant to Education Code 51747, as amended by AB 181, for independent study programs of less than 15 school days the written agreement may be signed within ten school days of the

student's enrollment in independent study. As Education Code 46300.7 and 51747 are inconsistent as to when written agreements need to be signed for programs of less than 15 school days, districts are encouraged to consult CSBA District and County Office of Education Legal Services, or the district's legal counsel.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

However,)

For student participation for the 2021-2215 school year only, the district shall obtain days or more, a signed written agreement from each shall be obtained before the student participating in an begins independent study program for any length. For student participation of time, no later less than 30 days after 15 school days, a signed written agreement shall be obtained within ten school days of the first day of instruction in the independent study program. the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. 1. The manner, time, frequency, time, and place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. 2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. 3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

CSBA NOTE: As described in the section "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. Education Code 51747, as amended by AB 130, also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.

4. 4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. 5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. 6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. 7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports-

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 167, a master agreement is not required to include the following statement for any student who, during the 2021-22 school year, cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.

7. 8. A statement that independent study is an optional educational alternative in which no student may be required to participate

For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.

8. 9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 181, the date upon which a written agreement needs to be signed will vary depending on the projected length of independent study, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written agreement.

9. 10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years of age, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year for students with disabilities, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been certificated employee designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the

student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later. [special education programming of the student](#)

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

[CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6 establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.](#)

[The following paragraph may be revised to reflect the grade levels offered by the district.](#)

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. 1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. 2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction:
3. 3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University UC or CSU as creditable under the A-G admissions criteria. **The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.** The certification shall also include plans to provide opportunities throughout the school year, for all students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly

synchronous instruction.

4. 4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3:

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by ~~their~~ the student's performance on applicable student-level measures of student achievement and ~~student~~ engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

- ~~5.~~ If satisfactory educational progress in an one or more independent study class/courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. ~~age 18 years, the student's parent/guardian.~~ A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, ~~notification to parents/guardians of lack of participation within one school day of the absence or lack of participation,~~ a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

- ~~6.~~ 6. Examinations shall be administered by a proctor.

- ~~7.~~ 7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

- ~~8.~~ 8. A student shall not be required to enroll in courses included in the course-based independent study program.

9. 9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6-
10. 10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208-
11. 11. Courses required for high school graduation or for admission to the University of California UC or California State University CSU shall not be offered exclusively through independent study-
12. 12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011-
13. 13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course-

CSBA NOTE: Pursuant to Education Code 51749.5, as amended by AB 181, a student with disabilities may participate in a course-based independent study program if the student's individualized education program specifically provides for such participation.

14. 14. A student with disabilities, as defined in Education Code 56026, shall ~~not~~ may participate in course-based independent study, ~~unless~~ if the student's individualized education program specifically provides for that participation-
15. 15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study-
16. 16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days-

Learning Agreement for Course-Based Independent Study

CSBA NOTE: Education Code 51749.6, as amended by AB 130, requires that, before enrolling a student in course-based independent study, the district provide the student and, if the student is less than 18 years of age, the student's parent/guardian, with a written learning agreement that includes specified components.

Before enrolling a student in a course within ~~this~~ a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. 1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. 2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to ~~item~~Item #3 of the Course-Based Independent Study section above
3. 3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. 4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. 5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. 6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports:
7. 7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a ~~student who is~~ suspended or expelled; or student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, ~~the agreement also shall include the a~~ statement that instruction may be provided ~~to the student~~ through course-based independent study only if the student is offered the alternative of classroom instruction.
8. 8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress:
9. 9. The objectives and methods of study for the student's work, and the methods used to evaluate that work:
10. 10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11. 11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

For 2022-23 school year and thereafter, before CSBA NOTE: Pursuant to Education Code 51749.6, as amended by AB 181, the date upon which a learning agreement needs to be signed will vary depending on the projected length of an independent study course, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the learning agreement.

12. 12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee ~~who has been designated as having responsibility~~ responsible for the general supervision of the independent study course, and all persons ~~who have direct responsibility~~ as applicable for providing assistance to students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

~~Written~~ Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (~~Education Code 51749.6~~)

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes.~~ (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a ~~written~~ learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, ~~or their~~ and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

CSBA NOTE: Education Code 51747 and 51749.5, as amended by AB 130, require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying administrative regulation for the definition of student-parent-educator conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

CSBA NOTE: Pursuant to Education Code 51745.6, 51747, 51747.5, and 51749.5, as amended by AB 130, require, commencing in the 2021-22 fiscal year, the State Controller to incorporate verifications of compliance with specified components of the laws into the the Education Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting," includes verification of compliance with specified components of law related to the extent that these verifications are not yet included in the audit guide independent study, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. 1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. 2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. 4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. 5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. 6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

CSBA NOTE: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which the student is provided independent study. Any student who does not participate in scheduled live interaction or synchronous instruction on a school day must be documented as nonparticipatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. Commencing in the 2021-22 fiscal year, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will incorporate compliance reviews of these requirements, and a finding of noncompliance will result in loss of apportionment in proportion to the impact on ADA from the noncompliance.

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

CSBA NOTE: Education Code 51747 ~~authorizes~~ and 51749.6 authorize specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747 and 51749.6, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

~~The signed, dated agreement, any~~
Signed written and supplemental ~~agreement~~ agreements, assignment records, work samples, and attendance records may be maintained ~~on~~ as an electronic file ~~electronically~~. (in accordance with Education Code 51747) and 51749.6, as applicable.

Program Evaluation

CSBA NOTE: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

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 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19 <u>Emergency conditions and apportionments</u>
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home <u>independent study</u> teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations; ; general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745 <u>51744</u> -51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery

Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
Federal	Description
20 USC 6301	Highly qualified teachers
20 USC 6311	State plan
Management Resources	Description
California Department of Education Publication	Legal Requirements for Independent Study; 2021
California Department of Education Publication	Conducting Individualized Determinations of Need; 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine; 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs; 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April <u>May</u> 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel; (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	California Consortium for Independent Study
Website	California Department of Education, Independent Study
Website	Education Audit Appeals Panel

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0470	COVID-19 Mitigation Plan
0500	Accountability
3260	Fees And Charges
3260	Fees And Charges
3516.5	Emergency Schedules

3580	District Records
3580	District Records
4112.2	Certification
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5112.3	Student Leave Of Absence
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5113	Absences And Excuses
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5113.1	Chronic Absence And Truancy
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5121	Grades/Evaluation Of Student Achievement
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5141.22	Infectious Diseases
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5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5146	Married/Pregnant/Parenting Students
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6000	Concepts And Roles
6011	Academic Standards
6111	School Calendar
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes

6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
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6162.5	Student Assessment
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6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Regulation 6158: Independent Study**Status:** ADOPTED

Original Adopted Date: 10/01/2015 | **Last Revised Date:** ~~12/09/01/2021~~2022 | **Last Reviewed Date:** ~~12/09/01/2021~~2022

Definitions

CSBA NOTE: Education Code 51745.5, as added by AB 130 (Ch. 44, Statutes of 2021), defines the terms "live interaction," "student-parent-educator conference," and "synchronous instruction" as provided below.

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by ~~the~~a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

CSBA NOTE: The following section is optional. Pursuant to Education Code 51745, as amended by AB 130, 181 (Ch. 52, Statutes of 2022), the district is required to offer list of educational opportunities that may be provided through independent study to meet the educational needs of students for the 2021-22 school year unless the district obtains a waiver from such requirement. includes Items #1-5 below, and may be revised or expanded to reflect district practice.

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

CSBA NOTE: The following section is optional. Education Code 51745 lists educational opportunities that may be provided through independent study. The district may revise or expand items #1-6 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. ~~Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum~~
4. ~~3.~~ Continuing and special study during travel
5. ~~4.~~ Volunteer community service activities and leadership opportunities that support and strengthen student achievement

CSBA NOTE: Education Code 51745, as amended by AB 167, permits districts to provide independent study to students who cannot participate in classroom-based instruction due to a COVID-19 quarantine. See the accompanying board policy.

6. ~~5.~~ Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

CSBA NOTE: The following paragraph is for use by districts maintaining high schools.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency ~~district~~-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

CSBA NOTE: Pursuant to Education Code 51748, independent study students must be enrolled in school as a condition of receiving state apportionments.

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

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

For the 2022–23 school year and thereafter, the ~~the~~ Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

CSBA NOTE: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries ~~(in accordance with Education Code 48204(b))~~ are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. ~~(Education Code 46300.2, 51747.3)~~

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. ~~(Education Code 51745 (Education Code 46300.2, 51747.3))~~

CSBA NOTE: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year for students who cannot participate in classroom-based instruction as a result of a quarantine order or school closure due to COVID-19, including the limitation on providing a temporarily disabled student individual instruction pursuant to Education Code 48206.3 by means of independent study.

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, a

CSBA NOTE: Pursuant to Education Code 51745, as amended by AB 181, a student with disabilities may participate in independent study if the student's individualized education program specifically provides for such participation, as specified below.

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or

need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

CSBA NOTE: The following paragraph is based on uncodified Section 110 of AB 181 and will remain in effect only until July 1, 2024.

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of ~~through~~ independent study. (Education Code 51747)51745)

CSBA NOTE: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for ~~The following paragraph limits enrollment in~~ independent study ~~for~~ ~~to those~~ students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant ~~for whom state apportionments can be claimed.~~ Pursuant to Education Code 46300.4, these students may be ~~51745, as amended by AB 181, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are~~ eligible for ~~apportionment credit for~~ independent study through, ~~with~~ the adult education program for courses required for high school graduation. See BP/AR 6200 - Adult Education ~~exception of students participating in independent study due to an emergency as described in Education Code 41422 and 46392. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.~~

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

CSBA NOTE: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

No ~~Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren),~~ no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, ~~not including pregnant students and parenting students who are primary caregivers for one or more of their children,~~ shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

CSBA NOTE: The following optional section may be revised to reflect district practice.

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether ~~or not~~ independent study is ~~appropriate for~~ in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. ([Education Code 51747, 51749.5; 5 CCR 11701](#))

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (~~Education Code 51747, and if the student transfers to another public school in California, the record shall be forwarded to that school.~~ ([Education Code 51747, 51749.5](#)))

Responsibilities of Independent Study Administrator

CSBA NOTE: The following optional section may be revised to reflect district practice.

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. ([Education Code 44865, 51747.5; 5 CCR 11700](#))

CSBA NOTE: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA

would not be funded.

Pursuant to The Education Code 51745.6, as amended by AB 130, the Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting must incorporate," includes verification of applicable that the district calculated its independent study teacher-student ratios commencing in the 2021-22 fiscal year ratio consistent with Education Code 51745.6. .

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

CSBA NOTE: The remainder of this section is optional and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with ~~item~~ item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

CSBA NOTE: Pursuant to Education Code 51747.5, as amended by AB ~~167~~ 181, the district may ~~only~~ claim apportionment credit for independent study ~~based on~~ only to the extent of the time value of student work products as personally judged in each instance by a certificated teacher employed by employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Evidence of student participation may include, but is not limited to, student work produced or performed as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

CSBA NOTE: Education Code 51747.5, as amended by AB 130 and AB 167, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does

not participate in scheduled live interaction or synchronous instruction on a school day shall be documented as nonparticipatory for that school day, for purposes of student participation reporting and tiered reengagement pursuant to Education Code 51747.

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

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 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted

Ed. Code 48340	Improvement of pupil attendance
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Fam. Code 6550-6552	Caregivers

Federal

20 USC 6301

20 USC 6311

Management ResourcesCalifornia Department of Education
PublicationCalifornia Department of Education
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Publication

Court Decision

Education Audit Appeals Panel
Publication

Website

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Description

Highly qualified teachers

State plan

Description

Legal Requirements for Independent Study, 2021

Conducting Individualized Determinations of Need, 2021

Clarifications for Student Learning in Quarantine, 2021

2021-22 AA & IT Independent Study FAQs, 2021

California Digital Learning Integration and Standards
Guidance, April 2021

Elements of Exemplary Independent Study

Modesto City Schools v. Education Audits Appeal Panel,
(2004) 123 Cal.App.4th 1365Guide for Annual Audits of K-12 Local Education Agencies
and State Compliance Reporting

California Consortium for Independent Study

California Department of Education, Independent Study

Education Audit Appeals Panel

Cross References**Code****Description**

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6185	Community Day School
6200	Adult Education
6200	Adult Education

Policy 6164.2: Guidance/Counseling Services

Status: ADOPTED

Original Adopted Date: 11/01/2007 | **Last Revised Date:** 03/09/01/2016/2022 | **Last Reviewed Date:** 03/09/01/2016/2022

CSBA NOTE: The following optional Board policy should be revised to reflect district practice. Education Code 49600 authorizes, as amended by AB 2508 (Ch. 153, Statutes of 2022) urges districts to offer a structured, coherent, and students a comprehensive educational counseling program that is implemented by credentialed school counselors in a structured and coherent manner within a Multi-Tiered Systems of Support framework. Pursuant to Education Code 49600, if the district chooses to offer an educational counseling program, that as amended by AB 2508, specialized services offered under such a program must include academic counseling, as defined, and may include other specified components. be provided by appropriately credentialed school counselors.

The Governing Board recognizes that a structured, coherent, and comprehensive counseling program promotes academic achievement and growth, and serves the diverse needs of all district students. The district shall provide an educational counseling program that offers students services and supports within a Multi-Tiered Systems of Support (MTSS) framework, in accordance with law. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career and vocational goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning and well-being.

CSBA NOTE: Pursuant to Education Code 44266 and 5 CCR 80049-80049.1, persons authorized to provide services in school counseling, school psychology, or school social work must possess a ~~pupil personnel services~~ Pupil Personnel Services credential, with the appropriate specialization, issued by the Commission on Teacher Credentialing.

The Superintendent or designee shall ensure that all persons employed to provide direct school counseling, school psychology, ~~and/or~~ school social work services to students, and/or implement equitable school programs and services that support students' academic and social emotional development and college and career readiness shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of ~~each position~~ such positions shall be clearly defined in a job description.

CSBA NOTE: The following optional list may be revised to reflect district practice. Education Code 49600, as amended by ~~SB 451 (Ch. 539, Statutes of 2015),~~ AB 2508, expresses the Legislature's intent that school counselors fulfill the following responsibilities.

Responsibilities of school counselors include, but are not limited to:

1. ~~Engaging with, advocating for, and providing support for all students with respect to learning and achievement~~
1. Engaging with, advocating for, and providing all students with direct services, such as individual counseling, group counseling, risk assessment, crisis response, and instructional services, including mental health and behavioral, academic, and postsecondary educational services and indirect services, including but not limited to, positive school climate strategies, teacher and parent consultations, and referrals to public and private community services
2. 2. Planning, implementing, and evaluating school counseling programs to promote the academic, career, personal, and social development of all students, including students from low-income families, foster youth, homeless youth, undocumented youth, and students at all levels of

3. ~~Using~~ 3. Working within a MTSS that uses multiple data sources of information to monitor and improve student behavior, attendance, engagement, and achievement
4. ~~Collaborating and coordinating with school and community resources~~
4. Developing, coordinating, and supervising comprehensive student support systems in collaboration with teachers, administrators, other pupil personnel services professionals, families, community partners, and community agencies, including county mental health agencies
5. 5. Promoting and maintaining a safe learning environment for all students by providing restorative justice practices, positive behavior interventions, and support services, and by developing a variety of intervention strategies, and using those strategies, to meet individual, group, and school community needs before, during, and after a crisis
6. 6. Intervening to ameliorate school-related problems, including issues/problems related to chronic absences and retention
7. 7. Using research-based strategies to promote mental wellness, reduce mental health stigma, conflict, and student-to-student, and to identify characteristics, risk factors, and warning signs of students who develop, or are at risk of developing, mental health and behavioral disorders and who experience, or are at risk of experiencing, mistreatment and, including mistreatment related to any form of conflict or bullying
8. 8. Improving school climate and student well-being by addressing the mental and behavioral health needs of students during a period of transition, separation, heightened stress, and critical changes, accessing community programs and services to meet those needs, and providing other appropriate services
9. 9. Enhancing students' social and emotional competence, character, health, civic engagement, cultural legacy/literacy, and commitment to lifelong learning and the pursuit of high-quality educational programs
- CSBA NOTE: Item #10 below may be revised to specify only English learners, students eligible for free and reduced-price meals, and foster youth, as provided in Education Code 49600. However, a district is permitted to provide such services to other categories of students who may be in need, such as students experiencing homelessness
10. 10. Providing counseling interventions and support services for unduplicated students who are classified as English learners, or foster youth, homeless children, and students eligible for free or/and reduced-priced meals, or foster youth, including enhancing interventions and support services that enhance equity and access to the appropriate education systems/systems and community/public and private services
11. Engaging in continued development as a professional school counselor

CSBA NOTE: The following optional section is for use by districts that maintain any of grades 7-12 and may be revised to reflect district practice and the grade levels offered by the district.

Beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions. (Education Code 221.5)

CSBA NOTE: Items #1-5 below reflect required components of educational counseling programs specified in Education Code 49600, as amended by ~~SB 451 (Ch. 539, Statutes of 2015)~~, AB 2508.

The educational counseling program shall include academic counseling and postsecondary services, in the following areas: (Education Code 49600):

- ~~1.~~ 1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans
- ~~2.~~ 2. Optimizing progress towards achievement of proficiency standards and competencies
- ~~3.~~ 3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
- ~~4.~~ 4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to public colleges and universities, standardized admissions tests, and financial aid

CSBA NOTE: Pursuant to Education Code 49600, educational counseling must include career and vocational counseling as described in ~~item~~ Item #5 below. As amended by ~~SB 451 (Ch. 539, Statutes of 2015)~~, AB 2508, Education Code 49600 requires that professional development related to career and vocational counseling include strategies for counseling students pursuing postsecondary education, career technical education, multiple pathways, college, and global career opportunities.

- ~~5.~~ 5. Career and vocational counseling, High-quality career programs at all grade levels in which students are assisted in doing all of the following:
 - ~~a.~~ a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition
 - ~~b.~~ b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success
 - ~~c.~~ c. Developing realistic perceptions of work, self-efficacy for the ever-changing work environment, the changing needs of the workforce, and the effects of work on lifestyle quality of life
 - ~~d.~~ d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options

- INFORMATION/DISCUSSION B
- e. e. _____ Understanding the value of participating in career technical education and work-based learning activities and pathways, programs, and certifications, including, but not limited to, service learning, those related to regional occupational centers and programs; partnership programs; job shadowing; and mentoring experience and centers, the federal program administered by the United States Department of Labor offering free education and vocational training to students, known as "Job Corps," the California Conservation Corps, work-based learning, industry certifications, college preparation and credit, and employment opportunities
 - f. f. _____ Understanding the need to develop essential employable skills and work habits
 - g. ~~Understanding the variety of four-year colleges and universities and community college vocational and technical preparation programs, as well as admission criteria and enrollment procedures~~

CSBA NOTE: Education Code 49600, as amended by AB 2508, adds the following component to educational counseling programs, reflected below.

- g. Understanding entrance requirements to the Armed Forces of the United States, including the benefits of the Armed Services Vocational Aptitude Battery (ASVAB) test

CSBA NOTE: In addition to the required components listed above, Education Code 49600, as amended by SB 451 (Ch. 539, Statutes of 2015), AB 2508, includes a list of optional components which a district may, at its discretion, offer as part of the educational counseling program. At its discretion, the district may expand the following paragraph to reflect any of these optional components it chooses to include in its educational counseling program:

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with ~~the rest of their class~~peers, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for a ~~student to continue his/her education if he/she fails~~students who fail to meet graduation requirements:
to continue with their education.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education. (Education Code 48431)

CSBA Note: As amended by AB 2508, Education Code 49600 also permits districts to offer mental and behavioral health services as provided in the following paragraph.

As part of the district's educational counseling program, students may be offered mental and behavioral health services under which a student may receive prevention, intervention, short-term counseling services, and mental health related classroom instruction to reduce stigma and increase awareness of counseling support services.

CSBA NOTE: Education Code 221.5 prohibits school counselors from offering vocational or school program guidance to a student of one sex that is different from that offered to a student of the opposite sex. In addition, 5 CCR 4930 prohibits discrimination in counseling programs to the same extent that discrimination is prohibited in all other district programs and activities. Prohibited bases for discrimination in district programs are specified in BP 0410 - Nondiscrimination in District Programs and Activities.

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in District Programs and Activities.

In addition, counselors shall affirmatively explore with ~~students~~ a student the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex. (Education Code 221.5)

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students. (5 CCR 4931)

CSBA NOTE: 20 USC 7908 requires districts receiving funds under the Elementary and Secondary Education Act (ESEA) to provide military recruiters with the same access to students as is provided to colleges and prospective employers. Districts that do not grant similar access may lose those funds and may be subject to specific interventions, such as notification to the Governor and Congress, so that public officials can work with the district. Districts that do not receive ESEA funds and that choose to grant access to college and employment recruiters should do so on a nondiscriminatory basis. Education Code 49603 provides that military service recruiters may not be denied on-campus access to students in grades 9-12 if the district provides such access to other employers. For information regarding military recruiter access to student directory information, see BP/AR 5125.1 - Release of Directory Information.

Option 1 below is for use by districts that choose to adopt a policy that permits college and employment recruiters, including military recruiters, access to students. Option 2 is for districts that choose to adopt a policy that does not permit such access.

OPTION 1: Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)

OPTION 1 ENDS HERE

~~OPTION 2:~~ ~~Colleges and prospective employers, including military recruiters, shall not have access to students for recruiting purposes. (Education Code 49603; 10 USC 503)~~

OPTION 2 ENDS HERE

CSBA NOTE: Pursuant to Labor Code 3074.2, as added by AB 643 (Ch. 324, Statutes of 2021), districts are encouraged to provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career and technical education fair events, such as college and career fairs.

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

CSBA NOTE: Labor Code 3074.2, as added by AB 643, requires any district planning to hold a college or career fair to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. To identify approved programs the district is required to rely on the Division of Apprenticeship Standards' database of approved apprenticeship programs, published by the Division of Apprenticeship Standards located on its internet web site.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

CSBA NOTE: The following optional section may be revised to reflect district practice. A school counselor, school psychologist, or school social worker may offer personal or family counseling in accordance with the authorizations on his/her/their credentials. In addition, districts may provide mental health services through school-based health centers (see BP 5141.6 - School Health Services) and/or may collaborate with community agencies, organizations, and health care providers to ensure that services are available.

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by his/her/their credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

CSBA NOTE: If a minor is 11 years old or younger, consent by a parent/guardian is required before providing the minor with outpatient mental health counseling or treatment services. Family Code 6920-6929 and Health and Safety Code 124260 allow a minor age 12 or older to consent to outpatient mental health counseling or treatment services without parent/guardian consent if, in the opinion of a school psychologist or other professional person, as defined, the minor is mature enough to participate intelligently in the services. However, the child's parent/guardian must still be involved unless the professional person determines it would be inappropriate.

Written parent/guardian consent shall be obtained before mental health counseling or treatment services are provided to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

Any information of a personal nature disclosed to a school counselor by a student age 12 years or older or by his/her/the student's parent/guardian is confidential and shall not become part of the student record without the written consent of the person who disclosed the confidential information. The information shall not be revealed, released, discussed, or referred to except under the limited circumstances specified in Education Code 49602. (Education Code 49602)

A counselor shall consult with the Superintendent or designee and, as appropriate, with the district's legal counsel whenever unsure of how to respond to a student's personal problem or when questions arise regarding the possible release of confidential information regarding a student.

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

In addition, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

CSBA NOTE: The following optional section is for use by districts that choose to provide a teacher-based advisory program as authorized by Education Code 49600. The following section may be revised to reflect district practice, including the grade levels at which the program will operate. It should be deleted by districts in which all student counseling is provided by credentialed school counselors.

The Board recognizes that a supportive, ongoing relationship with a caring adult can provide a student with valuable advice, enhance student-teacher relationships, and build the student's feelings of connectedness with the school. The Board authorizes the development of a teacher-based advisory program in which teachers advise students in such areas as academic planning, character development, conflict resolution, and self-esteem. Any teacher participating in this program shall be under the supervision of a credentialed school counselor as appropriate, receive related information and training, and be subject to this Board policy and law, including requirements pertaining to student confidentiality and nondiscrimination.

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 4930-4931	Counseling
5 CCR 80049-80049.1	Pupil personnel services Personnel Services credential
5 CCR 80632-80632.5	Preparation programs for pupil personnel services Pupil Personnel Services
Ed. Code 221.5	Equal opportunity
Ed. Code 44266	Pupil personnel services Personnel Services credential
Ed. Code 48431	Establishing and maintaining high school guidance and placement program
Ed. Code 49600-49604	Educational counseling
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51513	Personal beliefs
Fam. Code 6920-6930	Consent by minor for medical treatment
Gov. Code 6254	Exemption for personnel records if invasion of personal privacy
H&S Code 124260	Mental health services; consent by minors age 12 and older
Labor Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 11166-11170	Reporting known or suspected cases of child abuse
W&I Code 5850-5883	Mental Health Services Act
Federal	Description
10 USC 503	Military recruiter access to directory information
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 7908

Armed forces recruiter access to students and student recruiting information

34 CFR 99.1-99.67

Family Educational Rights and Privacy

Management Resources

Description

California Department of Education Publication

California Results-Based School Counseling and Student Support Guidelines, 2007

Website

California Association of School Counselors

Website

American School Counselor Association

Website

U.S. Department of Education, access to military recruiters

Website

Commission on Teacher Credentialing

Website

California Department of Education

[Website](#)

[California Division of Apprenticeship Standards](#)

Cross References

Code

Description

0410

Nondiscrimination In District Programs And Activities

0415

Equity

0450

Comprehensive Safety Plan

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Comprehensive Safety Plan

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Local Control And Accountability Plan

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Local Control And Accountability Plan

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COVID-19 Mitigation Plan

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Campus Security

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Emergencies And Disaster Preparedness Plan

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Emergencies And Disaster Preparedness Plan

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Bomb Threats

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Certification

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Certification

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Unauthorized Release Of Confidential/Privileged Information

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4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
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5022	Student And Family Privacy Rights
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5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
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5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E PDF(1)	Release Of Directory Information
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5131.2	Bullying
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5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
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5141.6	School Health Services
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5144	Discipline
5145.3	Nondiscrimination/Harassment

5145.3	Nondiscrimination/Harassment
5145.6	Parental <u>Parent/guardian</u> Notifications
5145.6-E(1)	Parental <u>Parent/guardian</u> Notifications
5145.6-E PDF(1)	Parental Notifications <u>Parent/guardian Notifications</u>
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
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6141.4	International Baccalaureate Program
6141.5	Advanced Placement
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6142.8	Comprehensive Health Education
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6143	Courses Of Study
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6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
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6164.5	Student Success Teams
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6171	Title I Programs
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6172	Gifted And Talented Student Program
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6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
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6178.2	Regional Occupational Center/Program
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6184	Continuation Education
6185	Community Day School
6185	Community Day School
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Policy 6178: Career Technical Education

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** ~~10/09/01/2018~~2022 | **Last Reviewed Date:** ~~10/09/01/2018~~2022

CSBA NOTE: The following policy is for use by districts that maintain any of grades 7-12. Education Code 51220 requires that the adopted course of study for grades 7-12 include courses in career technical education (CTE); see BP/AR 6143 - Courses of Study.

Funding for CTE programs may be available through the federal Strengthening Career and Technical Education for the 21st Century Act, sometimes referred to as Perkins V (20 USC 2301-2414, as amended by P.L. 115-224 and effective July 1, 2019), and state grant programs such as the California Career Pathways Trust pursuant to Education Code 53010-53016 and, the California Career Technical Education Incentive Grant Program pursuant to Education Code 53070-53076.4, as amended by AB 1808 (Ch. 32, Statutes of 2018). the Golden State Pathways Program pursuant to Education Code 53020-53025, the Apprenticeship Innovation Funding Program pursuant to Labor Code 3110-3112.1, and Youth Apprenticeship pursuant to Labor Code 3120-3122.4. In addition, secondary schools may offer CTE through partnership academies (Education Code 54690-54697), regional occupational centers and programs (ROC/Ps) (Education Code 52300-52335.12), and/or district-funded programs.

The following policy should be revised to reflect program(s) offered by the district and grade levels at which such programs shall be offered.

The Governing Board desires to provide a comprehensive career technical education (CTE) program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The district's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy. ~~The program shall include a rigorous academic component and provide students with practical experience and understanding of all aspects of an industry.~~

The district's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations: by providing a rigorous academic component and practical experience in all aspects of an industry. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs (ROC/Ps), charter schools, small learning communities, magnet programs, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

The Superintendent or designee shall explore available funding sources that may be used to support CTE programs. The Board shall review and approve all district plans and applications for the use of district, state, and/or federal funds supporting CTE.

CSBA NOTE: State model curriculum standards for CTE for grades 7-12 integrate the state's academic content standards with industry-specific knowledge and skills in 58 career pathways organized into 15 industry sectors: agriculture and natural resources; arts, media, and entertainment; building trades and construction; education, child development, and family services; energy and utilities; engineering and design; fashion and interior design; finance and business; health science and medical technology; hospitality, tourism, and recreation; information technology; manufacturing and product development; ~~marketing, sales, and service; public services; and transportation.~~ The state's curriculum framework for

CTE provides guidance in implementing the state content standards. Any district that adopts a course of study that meets or exceeds the state model curriculum standards will be deemed to have satisfied the requirement of Education Code 51228 that the district offer students in grades 7-12 the opportunity to attain entry-level employment skills in business or industry upon high school graduation; see BP 6143 - Courses of Study.

The Board shall adopt district standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with district-adopted standards and the state's curriculum framework.

CSBA NOTE: Pursuant to Education Code 52376, the following two paragraphs are mandated for districts that accept funds for the purpose of developing and implementing, in consultation with the ROC/P and community college serving the geographic area of the district, a CTE program for high school students.

At least every three years, the Board shall compare the district's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

CSBA NOTE: Education Code 52376 requires districts to determine the extent to which their CTE courses may offer an alternative means for completing course requirements for high school graduation. ~~In addition, Education Code 51225.3, as amended by AB 101 (Ch. 661, Statutes of 2021), no longer authorizes the Board to include a course in CTE to serve as an alternative to the visual or performing arts or foreign world language course requirement for high school graduation. However, if a student completed a CTE course prior to July 1, 2022 that met the requirements of Education Code 51225.3, such course will fulfill the visual or performing arts or world language graduation requirement;~~ see BP 6146.1 - High School Graduation Requirements.

The Superintendent or designee shall systematically review the district's CTE courses to determine the degree to which each course may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the district for high school graduation. ~~The Board~~ CTE courses approved for these purposes shall ensure that these classes are be equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

CSBA NOTE: Education Code 51760.1 authorizes districts, county offices of education, ROC/Ps, and partnership academies to provide work-based learning opportunities which may include, but are not limited to, work experience education as defined in Education Code 51764, community classrooms or cooperative CTE programs as defined in Education Code 52372.1, and job shadowing as defined in Education Code 51769; see BP/AR 6178.1 - Work-Based Learning. In addition, although not specified in state law, other examples of work-based learning opportunities cited in the CDE's publication, "Multiple Pathways to Student Success: Envisioning the New California High School," include student internships/field study, apprenticeships, service learning, work in social/civic enterprises or school-based enterprises such as student stores, and technology-based or other simulated work experiences.

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. ~~He/she~~ The Superintendent or designee shall also work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the district's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

CSBA NOTE: Education Code 8070 requires the Board to appoint a CTE advisory committee composed of representatives from specified groups, as detailed below. During the Federal Program Monitoring process, CDE staff will review whether the district has appointed such a committee.

In addition, pursuant to 20 USC 2354, as amended by P.L. 115-224, districts that receive Perkins V funding are required to involve specified stakeholders in conducting a needs assessment and developing the district application, and on a continuing basis thereafter. One way to accomplish this is to include such stakeholders on the CTE advisory committee. Other programs may have similar requirements for stakeholder involvement. The following paragraph may be revised to reflect requirements applicable to programs offered by the district.

The Board shall appoint a CTE advisory committee to develop recommendations on the district's CTE program and to serve as a liaison between the district and potential employers. The committee shall consist of at least one student, teacher, business representative, industry representative, school administrator, member of the general public knowledgeable about the disadvantaged, and representative of the field office of the California Employment Development Department. (Education Code 8070)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University (CSU) system is a requirement that high school students satisfactorily complete 15 units of specified courses ("~~a-g~~A-G" courses). These include a growing number of CTE courses that connect knowledge of academic content with practical or work-related applications. Education Code 51229 requires that districts annually provide parents/guardians of students in grades 9-12 with (1) a brief explanation of the ~~a-g~~A-G course requirements; (2) a list of UC and CSU web sites that provide related information and a list of certified ~~a-g~~A-G courses; (3) a brief description of CTE, as defined by CDE; (4) the Internet address for the portion of the ~~CDE~~CDE's web site where students can learn more about CTE; and (5) information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or to enroll in CTE courses. See AR 6143 - Courses of Study and E 5145.6 - Parental Notifications.

In addition, districts that include a course in CTE as an alternative to the visual or performing arts or foreign language course requirement for high school graduation, as authorized by Education Code 51225.3, are required by Education Code 48980 to provide a list of CTE courses offered by the district that satisfy the ~~a-g~~ course requirements for college admission and to specify which requirements they satisfy. Districts that do not allow this alternative graduation requirement should modify the following paragraph accordingly: (1) 5145.6 - Parental Notifications.

The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the district, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high school graduation requirements. In addition, secondary students shall receive individualized academic counseling which provides information about academic and CTE opportunities related to the student's career goals.

CSBA NOTE: Pursuant to 34 CFR 100 (Appendix B), the notice specified below may be made in local newspapers, publications or media reaching target populations, or by other means and should include a brief summary of program offerings, admission criteria, and the name and contact information of the person designated to coordinate Title IX and Section 504 compliance activity. If the population within the district contains a community of persons with limited English language skills, the notification must be disseminated in the languages of the community. See BP 5145.6 - Parental Notifications for state requirements pertaining to the translation of parental notifications.

Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. The notification shall be disseminated in languages other than English as needed and shall state that the district will take

steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100 Appendix B, 104.8, 106.9)

CSBA NOTE: The following paragraph is for use by districts that receive funding through Perkins V for basic CTE programs pursuant to 20 USC 2301-2414. See the accompanying administrative regulation for further information regarding the participation of private school students and staff in district programs.

To the extent required by law, the Superintendent or designee shall invite the participation of private school students in CTE programs supported by federal funding under the Strengthening Career and Technical Education for the 21st Century Act (Perkins). (20 USC 2397)

CSBA NOTE: Pursuant to Labor Code 3074.2, as added by AB 643 (Ch. 324, Statutes of 2021), districts are encouraged to provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career technical education fair events, such as college and career fairs.

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

CSBA NOTE: Labor Code 3074.2, as added by AB 643, requires any district planning to hold a college or career fair to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. To identify approved programs the district is required to rely on the Division of Apprenticeship Standards' database of approved apprenticeship programs, located on its web site.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

CSBA NOTE: Teachers of technical, trade, or vocational courses must possess a single subject credential or a designated subjects credential issued by the Commission on Teacher Credentialing which authorizes teaching CTE courses. The designated subjects CTE credential is available in 15 subjects which reflect the 15 industry sectors identified in the state's model curriculum standards; see AR 4112.2 - Certification. In order to obtain the preliminary designated subjects credential, teachers must have at least three years of work experience directly related to each industry sector specified on the credential.

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. ~~He/she~~ The Superintendent or designee shall also provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the district's CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

CSBA NOTE: The following paragraph is optional. Education Code 17078.72 provides funding for improving and expanding CTE programs through construction of new facilities, remodeling of existing facilities, and/or purchase of equipment.

The Superintendent or designee shall regularly assess district needs for facilities, technologies, and equipment to increase students' access to the district's CTE program.

CSBA NOTE: The following paragraph may be revised to reflect requirements applicable to programs offered by the district. Pursuant to Education Code 52060, the district must annually review its progress toward the goals identified in its local control and accountability plan, including, when applicable, measures of student achievement such as the percentage of students who have successfully completed courses that satisfy the requirements for CTE sequences or programs of study that align with state CTE standards and frameworks. The California School Dashboard provides a tool to assist in evaluation of district and school performance and includes measures of CTE pathway completion within the college/career readiness indicator.

In addition, each district receiving Perkins V funding must evaluate its progress in achieving specific performance levels on core indicators as detailed in the state plan and 20 USC 2323, as amended by P.L. 115-224. Pursuant to 20 USC 2343, if the district falls below 90 percent on any of these targets, the district will be required to develop and implement an improvement plan.

The Superintendent or designee shall annually report to the Board achievement data on participating students, including, but not limited to, the percentage of participating students who successfully complete CTE programs, their performance on state and district academic achievement tests, and graduation ~~rates~~ rates. Data shall be disaggregated by program and various student subgroups. Based on such data, the Board shall determine the need for program improvements and update the goals in the district's local control and accountability plan as necessary.

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State	Description
5 CCR 10070-10075	Work experience education
5 CCR 10080-10092	Community classrooms
5 CCR 10100-10111	Cooperative vocational education
5 CCR 11500-11508	Regional occupational centers and programs
5 CCR 11535-11538	Career technical education contracts with private postsecondary schools
5 CCR 11610-11611	Regional adult and vocational education councils
5 CCR 1635	Credit for work experience education
5 CCR 3051.14	Specially designed career technical education for students with disabilities
8 CCR 200-240	Apprenticeships
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Ed. Code 17078.70-17078.72	Career technical education facilities
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Lab. Code 3110-3112.1	Apprenticeship Innovation Funding Program
Labor Code 3120-3122.4	Youth Apprenticeship
Federal	Description
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6301-6578	Improving the Academic Achievement of the Disadvantaged
34 CFR 100	Appendix B Guidelines for eliminating discrimination in career technical education programs
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex; effectuating Title IX

Management Resources

PGUSD

Description

Regular Meeting of May 4, 2023

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California Department of Education Publication	Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007
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CSBA Publication	The Linked Learning Approach to High School Reform, Governance Brief, January 2014
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0460 PGUSD	Local Control And Accountability Plan

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Regulation 6178: Career Technical Education

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** ~~10/09/01/2018~~ 2022 | **Last Reviewed Date:** ~~10/09/01/2018~~ 2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect program(s) offered by the district.

Federal Grants for Career Technical Education (Perkins)

CSBA NOTE: The following optional section is for use by districts that receive basic grants to support programs of career technical education (CTE) pursuant to the Strengthening Career and Technical Education for the 21st Century Act, often referred to as Perkins V (20 USC 2301-2355; as amended by P.L. 115-224). As amended, the "hold harmless" provision has been replaced with a guarantee, which guarantees that each state will receive a minimum grant equal to 90 percent of its prior year allocation; effective in fiscal year 2021.

During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will review whether the district uses these federal funds to supplement, not supplant, state and local funds for CTE activities, as required by 20 USC 2391, and whether funds are used for appropriate purposes as described in 20 USC 2355 and in the state plan adopted pursuant to 20 USC 2342. As amended by P.L. 115-224, 20 USC 2342 authorizes states to develop a one-year transition plan until Perkins V becomes effective July 1, 2019, after which a four-year state plan will be required: four-year state plan adopted pursuant to 20 USC 2342.

The district shall submit to the California Department of Education an application for a basic grant of the federal Strengthening Career and Technical Education for the 21st Century Act. The application shall address the components specified in 20 USC 2354 and any additional requirements specified in the state plan developed pursuant to 20 USC 2342. (20 USC 2354)

The district shall conduct a needs assessment in accordance with 20 USC 2354, which shall be updated at least once every two years. The needs assessment shall be conducted in consultation with representatives of district career technical education (CTE) programs, postsecondary CTE programs, state or local workforce development boards and businesses, parents/guardians, students, and other specified stakeholders. (20 USC 2354)

CSBA NOTE: The district may use Perkins V and other federal, state, and/or district funds to meet the program requirements listed below. ~~P.L. 115-224 amended 20 USC 2355 to streamline the allowable uses of funds and eliminate the additional list of permissible uses.~~

To meet the needs identified in the needs assessment, the Superintendent or designee shall develop, coordinate, implement, or improve CTE programs that are of sufficient size, scope, and quality to be effective and that fulfill the following purposes: (20 USC 2355)

1. Provide career exploration and career development activities through an organized, systematic framework designed to aid students, including students in the middle grades, in making informed plans and decisions about future education and career opportunities and programs of study. Such activities shall occur before students enroll and while they are participating in a CTE program, and may include:

- a. Introductory courses or activities focused on career exploration and career awareness, including non-traditional fields
 - b. Readily available career and labor market information, including information on occupational supply and demand, educational requirements, other information on careers aligned to economic priorities, and employment sectors
 - c. Programs and activities related to the development of student graduation and career plans
 - d. Career guidance and academic counselors who provide information on postsecondary education and career options
 - e. Any other activity that advances knowledge of career opportunities and assists students in making informed decisions about future education and employment goals, including nontraditional fields
 - f. Activities that provide students with strong experience in, and comprehensive understanding of, all aspects of an industry
2. Provide the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations
 3. Integrate academic skills into CTE programs and programs of study to support participating students in meeting state academic standards
 4. Provide professional development for teachers, school leaders, administrators, specialized instructional support personnel, guidance counselors, and/or paraprofessionals, which may include the types of activities listed in 20 USC 2355
 5. Plan and carry out elements that support the implementation of CTE programs and programs of study and that result in increased student achievement. Such elements may include curriculum aligned with program requirements, sustainable relationships among community stakeholders, opportunities for students to participate in accelerated learning programs, equipment and instructional materials aligned with business and industry needs, and other activities specified in 20 USC 2355.
 6. Develop and implement evaluations of the activities funded by the grant

CSBA NOTE: Pursuant to 20 USC 2354, the district application for Perkins V funding must describe how individuals will not be discriminated against based on their status as members of "special populations," as defined in 20 USC 2302 as amended by P.L. 115-224. In addition, a district that receives federal aid is required by 34 CFR 100 (Appendix B), 104.8, and 106.9 to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate in its educational programs or activities. See BP 0410 -- Nondiscrimination in District Programs and Activities.

During the FPM process, CDE staff will check whether the district complies with requirements to (1) ensure equitable access by special population students through outreach, recruitment, enrollment, and placement activities; (2) identify and adopt strategies to overcome barriers to access or success in the program; (3) ensure that counseling materials and activities, including student program selection and career/employment selection, and promotional and recruitment efforts are nondiscriminatory; and (4) advise students, parents/guardians, employees, and the general public, prior to the beginning of the school year, that all CTE opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100 (Appendix B).

The district's district's program shall provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency. Special populations shall be provided with equal access to CTE programs and shall not be unlawfully discriminated against.

Special populations include, but are not limited to, students with disabilities, students from economically disadvantaged families, pregnant and parenting students, out-of-work individuals, English learners, homeless students, foster youth, children of military families, and students preparing for nontraditional fields. Nontraditional fields include occupations or fields of work, including careers in computer science, technology, and other emerging high-skill occupations, for which individuals from one gender constitute less than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302, 2354, 2373)

Upon written request from a nonprofit private school within the geographical area served by the district, the Superintendent or designee shall consult with private school representatives in a timely and meaningful manner and may provide for the participation of private school secondary students in the district's ~~district's~~ programs and activities funded pursuant to 20 USC 2301-2414. To the extent practicable, the Superintendent or designee shall also, upon request, permit participation of CTE teachers, administrators, and other personnel from private schools in the district's ~~district's~~ inservice and preservice professional development programs funded through such grants. (20 USC 2397)

Linked Learning Programs

CSBA NOTE: The following optional section is for use by districts that offer "linked learning" programs integrating academic and career technical study (sometimes called "multiple pathways") and may be revised to reflect district practice.

The district shall offer one or more comprehensive, multi-year linked learning programs in grades 9-12 that are organized around a broad theme, interest area, or industry sector including, but not limited to, the industry sectors identified in model standards adopted by the State Board of Education pursuant to Education Code 51226. The program shall provide all participating students with curriculum choices that prepare them for career entry and a full range of postsecondary options, including two-year and four-year colleges, apprenticeships, and formal employment training.

At a minimum, the district's ~~district's~~ linked learning program shall include:

1. An integrated core curriculum that meets the eligibility requirements for admission to the University of California (UC) and the California State University (CSU) and is delivered through project-based learning and other engaging instructional strategies that bring real-world context and relevance to the curriculum where broad themes, interest areas, and CTE are emphasized
2. An integrated technical core of a sequence of at least four related courses that may reflect CTE standards-based courses and that provide students with career skills, are aligned to academic principles, and fulfill academic core requirements described in ~~item~~ Item #1 above to the extent possible
3. A series of work-based learning opportunities that begin with mentoring and job shadowing and evolve into intensive internships, school-based enterprises, or virtual apprenticeships
4. Support services, including supplemental instruction in reading and mathematics, that help students master the advanced academic and technical content that is necessary for success in college and career

~~Partnership Academies~~

~~CSBA NOTE: The following optional section is for use by districts that have established a partnership academy pursuant to Education Code 54690-54699.1 and 54750-54760. A partnership academy functions as a school within a school with a career theme and related academic courses primarily directed at students who are at risk of dropping out.~~

~~The district shall operate one or more partnership academies as a school within a school focused on a broad career theme. The program shall be available to students in grades 10-12, at least half of whom shall be students who are at risk of dropping out of school as indicated by three or more of the following criteria: (Education Code 54690-54691)~~

- ~~1. Past record of irregular attendance, with absence from school 20 percent or more of the school year~~
- ~~2. Past record of underachievement in which the student is at least one-third of a year behind the coursework for the respective grade level, or as demonstrated by credits achieved~~
- ~~3. Past record of low motivation or disinterest in the regular school program~~
- ~~4. Economic disadvantage~~
- ~~5. Scores below basic or far below basic on the mathematics or English language arts test of the California Assessment of Student Performance and Progress~~
- ~~6. A grade point average of 2.2 or below or the equivalent of a C minus~~

~~Ninth-grade teachers and counselors shall identify students eligible to participate in a partnership academy. Participating students shall be selected by academy staff from among those who have expressed an interest in the academy and whose parents/guardians have approved the student's student's participation. (Education Code 54695)~~

~~The district's program shall provide: (Education Code 54692)~~

- ~~1. During each regular school term, instruction in at least three academic subjects that:

 - ~~a. Prepares students for a regular high school diploma~~
 - ~~b. Where possible and appropriate, prepares students to meet subject requirements for admission to the California State University UC and University of California CSU~~
 - ~~c. Contributes to an understanding of the occupational field of the academy~~~~

~~CTE/CSBA NOTE: Education Code 54692, as amended by AB 1923 (Ch. 114, Statutes of 2022), includes science, technology, engineering, and mathematics courses as required alternative courses that must be offered to students participating in partnership academies.~~

- ~~2. CTE or science, technology, engineering, and mathematics courses offered at each grade level at the academy that are part of an occupational course sequence that targets comprehensive skills and meets the criteria specified in Education Code 54692~~
- ~~3. Classes that are block-scheduled in a cluster whenever possible to provide flexibility to academy teachers and which may vary in number during grade 12~~
- ~~4. A mentor from the business community for students during grade 11~~
- ~~5. An employer-based internship or work experience that occurs during the summer following grade 11 or during grade 12~~
- ~~6. Additional motivational activities with private sector involvement to encourage academic and occupational preparation~~

~~Attendance in academy classes shall be limited to students enrolled in the academy. (Education Code 54692)~~

~~The Superintendent or designee shall establish an advisory committee consisting of individuals involved in academy operations, including district and school administrators, lead teachers, and representatives of the private sector. (Education Code 54692)~~

Apprenticeship Programs

CSBA NOTE: The following optional paragraph may be used by districts that provide a program of "orientation to apprenticeships" to students who have not yet applied to an apprenticeship program. Such programs are sometimes referred to as "pre-apprenticeship programs." However, the Department of Industrial Relations (DIR), in its publication “Orientation to Apprenticeship: A Guide for Educators,” notes that "pre-apprentice" is used by some trades as a classification of worker and therefore prefers the term "orientation to apprenticeship" to refer to a program offered by secondary schools. Items #1-5 below reflect key program components recommended in the DIR publication and may be revised to reflect district practice.

The district shall offer high school and/or adult education students a program of orientation to apprenticeships that acquaints students with a broad range of career options, provides information regarding available apprenticeship programs, and provides classroom instructional job training which guides students to a registered apprenticeable occupation.

The district's program shall:

1. Introduce students to what they need to know in order to apply, test, and interview for acceptance into an apprenticeship program
2. Demonstrate the need for proficiency in reading and comprehension, mathematics, science, and technology
3. Emphasize the necessity to have the ability to communicate in reading, writing, speaking, listening, and numeration skills
4. Identify the knowledge, skills, and attitudes needed to enter and successfully complete an apprenticeship program
5. Provide an orientation to a specific craft or trade or to an industry

CSBA NOTE: The following optional paragraph is for use by districts that contract with sponsors of approved apprenticeship programs (e.g., individual employers, labor or management apprenticeship committees, or joint labor-management apprenticeship committees) pursuant to Education Code 8150-8155 and Labor Code 3070-3099.5 to provide classes of related and supplemental instruction. Apprenticeship programs are offered for a period of one to six years (typically four years) and provide specialized on-the-job training that prepares an individual for employment in a craft or trade profession.

The district may enter into an agreement with a local business, labor or management apprenticeship committee, and/or joint labor-management apprenticeship committee that has been approved by the Department of Industrial Relations' Division of Apprenticeship Standards to sponsor an apprenticeship program in order to develop and deliver related and supplemental instruction to students participating in a registered apprenticeship program. (Education Code 8150-8155; Labor Code 3074, 3075, 3078)

Regional Occupational Center/Program

CSBA NOTE: The following optional section is for use by districts that partner with or offer their own local regional occupational center or program (ROC/P) pursuant to Education Code 52300-52335.12, and may be revised to reflect district practice. Education Code 52301 authorizes the establishment of an

ROC/P by (1) the County Superintendent of Schools, with the approval of the State Board of Education (SBE); (2) two or more districts maintaining high schools, with the approval of the SBE and the County Superintendent; or (3) a single district with an average daily attendance (ADA) of 50,000 or more located in a class 1 county or a district with an ADA of 100,000 or more located in a class 2 county, as defined in Education Code 1205. ROC/P courses are open to secondary students, with priority enrollment given to students ages 16-18 or in grades 11-12. See BP 6178.2 - Regional Occupational Center/Program for additional program requirements.

The district shall operate and/or partner with a regional occupational center or program (ROC/P), established pursuant to Education Code 52335.12, which offers CTE courses, linked learning programs, partnership academies, and/or pre-apprenticeship and apprenticeship programs as appropriate.

Occupational course sequences offered by the ROC/P shall provide prerequisite courses needed to enter apprenticeship or postsecondary vocational certificate or degree programs, focus on occupations requiring comprehensive skills leading to high entry-level wages and/or the possibility of significant wage increases after a few years on the job, offer as many courses as possible that meet college admission requirements, and lead to attainment of an occupational skill certificate. (Education Code 52302)

Student Organizations

CSBA NOTE: The following optional section may be used by districts providing any CTE program(s). 20 USC 2355 permits the use of Perkins V funding to support career technical student organizations and related activities. According to CDE, state-supported organizations include California DECA: A Marketing Association (formerly Distributive Education Clubs of America), Future Business Leaders of America (FBLA), Future Farmers of America (FFA), Future Homemakers of America-Home Economics Related Occupations (FHA-HERO), Health Occupations Students of America (HOSA), and Skills USA (formerly Vocational Industrial Clubs of America-VICA).

The district may provide support, including supplies, materials, activities, and advisor expenses, to student organizations which engage in activities that are integral to the CTE program and provide for the development of student leadership skills. However, no state or federal funds shall be used to pay students' membership dues, food or lodging expenses, out-of-state travel, or the cost of a social activity or assemblage.

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 10070-10075	Work experience education
5 CCR 10080-10092	Community classrooms
5 CCR 10100-10111	Cooperative vocational education
5 CCR 11500-11508	Regional occupational centers and programs
5 CCR 11535-11538	Career technical education contracts with private postsecondary schools
5 CCR 11610-11611	Regional adult and vocational education councils
5 CCR 1635	Credit for work experience education

5 CCR 3051.14	Specially designed career technical education for students with disabilities
8 CCR 200-240	Apprenticeships
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CSBA Sample District Policy Manual
CSBA Sample Manual Site

Policy 6200: Adult Education**Status:** ADOPTED

Original Adopted Date: 06/01/1997 | **Last Revised Date:** ~~05/09/01/2016~~2022 | **Last Reviewed Date:** 05/09/01/20162022

CSBA NOTE: The following ~~Board~~ policy is for use by any high school district or unified school district that maintains an adult education school or program or that participates in a program offered by the county office of education.

Education Code 84900-84920, as added by AB 104 (Ch. 13, Statutes of 2015), establish the Adult Education ~~Block Grant~~ Program to provide adult education services through a regional consortium of school districts, county offices of education, community college districts, and joint powers authorities consisting of those entities. Other funding for adult education may be available through local control funding formula apportionments, California Work Opportunity and Responsibility to Kids (CalWORKs) funds for education and job training (Welfare and Institutions Code 11320-11329.5), the federal Workforce Innovation and Opportunity Act (29 USC 3101-3255), Adult Education and Literacy Act (29 USC 3271-3333), and/or ~~Carl D. Perkins~~ Strengthening Career and Technical Education for the 21st Century Act (20 USC 2301-2414). Pursuant to Education Code 41976, as amended by AB 486 (Ch. 666, Statutes of 2021), funds allocated through the Adult Education Program may only be used in accordance with law and as specified in the accompanying administrative regulation. The district may revise the following policy to reflect requirements of the program(s) it offers.

The Governing Board believes that education is a lifelong ~~process~~ endeavor and that it is important for individuals to continuously develop new skills necessary to participate effectively as citizens, workers, parents/guardians, and family and community members. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

CSBA NOTE: ~~Option 1 below is for use by districts that maintain classes for adults as authorized by Education Code 52501. Option 2 is for use by districts whose students may participate in an adult education program administered by a county office of education in geographically isolated, sparsely populated areas as authorized by Education Code 52616.21.~~

CSBA NOTE: Education Code 51056 and 52515 require approval by the California Department of Education (CDE) of courses offered in adult education programs. See For further information regarding course approval see the accompanying administrative regulation and the CDE's Adult Education Handbook for California web site.

OPTION 1:

The Superintendent or designee shall recommend, for approval by the Board and the California Department of Education, courses to be offered through the district's adult education program.

OPTION 1 ENDS HERE

OPTION 2: The district shall participate in the adult education program administered by the county office of education. District students enrolled in this program shall be under the immediate supervision of a certificated district employee.

OPTION 2 ENDS HERE

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. ([Education Code 52505](#))

CSBA NOTE: Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to Education Code 44260.2-44260.3. See the Commission on Teacher Credentialing's web site for further information and credential requirements.

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

CSBA NOTE: Education Code 52620 permits the Governing Board to authorize an adult education student pursuing a high school diploma or a high school equivalency certificate to enroll as a special part-time student at a community college.

Upon recommendation of the administrator of the student's adult school or noncredit program of attendance, the Board may authorize an adult education student pursuing a high school diploma or a high school equivalency certificate to attend a community college during any session or term as a special part-time student. (Education Code 52620)

CSBA NOTE: Pursuant to Education Code 52508, the Board is authorized to award diplomas or certificates to adults and eligible minors enrolled in adult schools upon satisfactory completion of a prescribed course of study in an elementary school program, as long as the Board has prescribed the requirements for the awarding of any such diplomas pursuant to Education Code 52509.

The Board may award diplomas or certificates to adults and eligible minors enrolled in adult schools upon satisfactory completion of a prescribed course of study in an elementary school program. (Education Code 52508, 52509)

CSBA NOTE: Education Code 52509 mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in Education Code 51225.3; see BP 6146.1 - High School Graduation Requirements. Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any additional district-established high school graduation requirements. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

CSBA NOTE: The following two optional paragraphs may be used by districts that select either Option 1 or 2 above and participate in the regional consortium established for purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, as added by AB 104 (Ch. 13, Statutes of 2015): The consortium is required to approve an adult education plan containing the components specified in Education Code 84906 at least once every three years and to update the plan at least once each year based on available data.

Funds allocated through this block grant may be used in accordance with Education Code 84913,

including to provide support for adult education programs related to elementary and secondary basic skills, entry or reentry into the workforce, career technical education, pre-apprenticeship training, knowledge and skills to assist K-12 students to succeed academically, and programs for immigrants and adults with disabilities. See the accompanying administrative regulation.

CSBA NOTE: Pursuant to Education Code 52511, a district may contract with another district to provide adult education instruction in any of the situations specified in the following paragraph.

If the district has an adult school or classes for adults but is unable to maintain such school or classes because of an inability to secure a teacher(s) or because of a lack of facilities, the district may, with the approval of the County Superintendent of Schools and the Superintendent of Public Instruction, contract with another district for the instruction of such students. (Education Code 52511)

CSBA NOTE: The following two optional paragraphs may be used by districts that participate in the regional consortium established for purposes of the Adult Education Program pursuant to Education Code 84900-84920. Education Code 84906 requires the consortium to approve a three-year adult education plan that addresses a three-year fiscal planning cycle, and fulfills the components specified in Education Code 84906. The plan is required to be updated at least once each year based on available data.

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's may join a regional adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's regional adult education consortium shall be designated by the Board. (Education Code 84905)

CSBA NOTE: The remainder of this policy is for use by districts selecting Option 1 above, but may be adapted for use by districts selecting Option 2.

Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to Education Code 44260.2-44260.3. See the Commission on Teacher Credentialing's web site for further information and credential requirements. CSBA NOTE: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920 requires the Superintendent of Public Instruction and California Community College Chancellor (CCCC) to identify common measures for determining consortium members effectiveness in meeting the educational needs of adults, which is provided for in CDE's and CCCC's, "Adult Education Block Grant (AEBG) Measures of Effectiveness". In addition, for districts participating in the federal Adult Education and Family Literacy Act, CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

(Education Code 52505, 52513)

CSBA NOTE: If the district's adult school or program offers a course in elementary subjects appropriate to the needs of adults, as authorized by Education Code 52516 and 84913, the Board is mandated pursuant to Education Code 52510 to prescribe requirements for eighth-grade graduation. Items #1-2 below should be revised to reflect district practice.

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

- 1.—At least one term in the adult elementary program
- 2.—Overall eighth-grade placement on a recognized standardized achievement test

CSBA NOTE: Education Code 52509 mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in Education Code 51225.3; see BP 6146.1 - High School Graduation Requirements. Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any high school graduation requirements established by the district. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

CSBA NOTE: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920, as added by AB 104 (Ch. 13, Statutes of 2015), requires the Superintendent of Public Instruction and California Community College Chancellor to identify common measures for determining the effectiveness of school districts and other consortium members in meeting the educational needs of adults. In addition, for districts participating in the federal Adult Education and Family Literacy Act, the CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

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 10501	Adult education; definition of adult for attendance counting
5 CCR 10508	Records and reports
5 CCR 10530	Counseling and guidance services
5 CCR 10530-10534 10560	Standards of administration

<u>5 CCR 53412</u>	<u>Minimum qualifications for instructors of noncredit courses</u>
5 CCR 80034	Teaching credentials; adult education
5 CCR 80034.5	Adult education; substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs education and job training plan <u>CalWORKs instructional and job training plan</u>
Ed. Code 41975-41976.2 1	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements; designated subjects adult education credential
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46190-46192 <u>46191</u>	Adult education classes, day of attendance <u>Attendance for adults in correctional facilities</u>
Ed. Code 46300.1-46300.4 2	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); <u>admissions of adults and minors</u>
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52530-52531	Use of hospitals
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
<u>Ed. Code 52620</u>	<u>Attendance at community college as special part-time student</u>
Ed. Code 52610-52616.24 18	Adult schools; finances
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes

Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Block Grant <u>Program</u>
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs, including: education and job training
Federal	Description
20 USC 2301-2415 <u>2414</u>	Carl D. Perkins <u>Strengthening</u> Career and Technical Education <u>for the 21st Century</u> Act
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act
Management Resources	Description
California Department of Education Publication	Adult Education Handbook for California, 2005 <u>Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020</u>
California Department of Education <u>and California Community College Chancellor Office</u> Publication	<u>Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013</u> <u>Adult Education Block Grant (AEBG) Measures of Effectiveness</u>
Website	California Department of Education, Adult Education
Website	California Department of Industrial Relations, Division of Apprenticeship Standards
Website	Comprehensive Adult Student Assessment Systems
Website	California Council for Adult Education
Website	Commission on Teacher Credentialing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology 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
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services

4112.2	Certification
4112.2	Certification
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6142.7 <u>6145.6</u>	Physical Education And Activity <u>International Exchange (BP and AR)</u>
6142.7 <u>6146.1</u>	Physical Education And Activity <u>High School Graduation Requirements</u>
6146.1	High School Graduation Requirements
6146.1 <u>2</u>	High School Graduation Requirements <u>Certificate of Proficiency/High School Equivalency (BP and AR)</u>
6146.11	Alternative Credits Toward Graduation
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF (1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1) <u>4</u>	Certificate Of Proficiency/High School Equivalency <u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6146.4 <u>5</u>	Differential Graduation And Competency Standards For Students With Disabilities <u>Elementary/Middle School Graduation Requirements</u>
6158 <u>6146.5</u>	Elementary/Middle School Graduation Requirements <u>Independent Study</u>
6158	Independent Study
6164.2	Independent Study <u>Guidance/Counseling Services</u>
6172.1	Guidance/Counseling Services <u>Concurrent Enrollment in College Classes (BP and AR)</u>
6178	Career Technical Education
6178	Career Technical Education

6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Regulation 6200: Adult Education**Status:** ADOPTED

Original Adopted Date: 06/01/1997 | **Last Revised Date:** ~~05/09/01/2016~~ 2022 | **Last Reviewed Date:** ~~05/09/01/2016~~ 2022

CSBA NOTE: The following administrative regulation may be revised for consistency with the adult education plan adopted by the regional consortium established for the Adult Education Block Grant, pursuant to Education Code 84906, as added by AB 104 (Ch. 13, Statutes of 2015). In addition, districts that participate in a county-operated adult education program (Option 2 in the accompanying Board policy) should tailor the following administrative regulation to delete references to district programs: Program, pursuant to Education Code 84906.

Enrollment

With the exception of programs specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)

Enrollment

CSBA NOTE: The following paragraph may be revised to reflect programs in which the district participates.

~~For~~ For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, adults include persons 18 years of age or older. For other adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52523, 52610) (Education Code 52523)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period., 84901 (Education Code 52523)

With the exception of programs for adults with disabilities specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies attendance in the class as being open to the general public. (Education Code 52517, 52570)

Concurrent Enrollment of High School Students

High school students shall ~~may~~ be permitted to enroll in an adult education program, course, or class for sound educational purposes, including, but not limited to, the following: (Education Code 52523)

1. The adult education program, course, or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course, or class in order to make up deficient credits for graduation from high school.
3. The adult education program, course, or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's career vocational and technical education

program.

4. The adult education program, course, or class supplements and enriches the high school student's educational experience.

CSBA NOTE: The following paragraph is optional.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes ~~his/her~~ the student, the student's parent/guardian, and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the counseling session and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education course or class
2. That ~~this~~ the enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

CSBA NOTE: The following paragraph is optional. Education Code 52500.1 does not require that the above statement be signed. However, obtaining the signature of all parties is one way to document the student's voluntary participation in the program and the high school representative's determination that the program will enhance the student's progress toward graduation.

The above statement shall be signed by the student, the student's parent/guardian, and the certificated high school representative.

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

Programs and Courses

CSBA NOTE: The following list should be revised to reflect the types of adult education programs offered by the district. Education Code ~~84913~~ 41976, as ~~added~~ amended by AB ~~104~~ 486 (Ch. ~~13666~~, Statutes of ~~2015~~ 2022), authorizes the use of Adult Education ~~Block Grant~~ Program funds to support the programs listed in ~~items~~ Items #1-7 below. Education Code ~~41976~~, as ~~amended~~ by AB ~~104~~, authorizes the use of ~~local~~ Local control funding formula (LCFF) and/or other district funds may be used for many of these same purposes, as ~~well as the purposes listed in items #8-12 below.~~

~~Adult~~ The district's adult education classes or courses program shall offer instruction in one or more of the following: areas: (Education Code 41976; ~~84913~~)

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate

CSBA NOTE: Education Code 52550-52556 set conditions for [52555 require](#) establishing citizenship programs in high school districts when 25 or more persons residing in the district apply for such training, [and permit such classes upon demand when there are a lesser number of applicants. Pursuant to Education Code 41976, as amended by AB 486, the course may include immigrant integration.](#)

2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation [, and immigrant integration](#)
3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce
4. Programs for adults, including, but not limited to, older adults, [Programs](#) that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school
5. Programs for adults with disabilities
6. Short-term career technical education programs with high employment potential
7. [Programs offering pre-apprenticeship training activities in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.](#)

CSBA NOTE: Education Code 84913, as added by AB 104 (Ch. 13, Statutes of 2015), authorizes the use of Adult Education Block Grant funds to support pre-apprenticeship training activities, as provided in item #7 below. Pre-apprenticeship training activities must be conducted in coordination with apprenticeship programs approved by the California Department of Industrial Relations' Division of Apprenticeship Standards for the occupation and geographic area. [CSBA NOTE: Education Code 52540 sets conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.](#)

7. ~~Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs~~

[The district may also offer programs in parenting, family and consumer awareness, English as a second language, classes for older adults, home economics, and health and safety education. Such programs shall not be paid for with Adult Education Program Funds.](#)

CSBA NOTE: The types of programs listed in optional items #8-12 below are not authorized uses of the Adult Education Block Grant. However, Education Code 41976 authorizes the use of other district funds for these purposes, as well as the purposes listed in items #1-2 and #5-7 above. [CSBA NOTE: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the California Department of Education \(CDE\). According to CDE's website, within 20 working days of receiving a request, CDE will provide electronic certification of course approval. Authorized courses are listed in the Adult Education Course Approval System \(A-22\) on CDE's web site.](#)

8. ~~Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting~~

CSBA NOTE: Education Code 52540-52544 set conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.

9. English as a second language

10. Programs for older adults

11. Home economics

12. Health and safety education

CSBA NOTE: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the CDE. According to the CDE's Adult Education Handbook for California, districts must annually submit a list of course titles to the CDE for approval. Authorized courses are listed in the Adult Education Course Approval System (A-22) on the CDE's web site.

The Superintendent or designee shall ~~annually~~ regularly submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

CSBA NOTE: The following optional paragraph is for use by districts that offer community service classes; see BP 61466142.4 - Service Learning/Community Service Classes. Pursuant to Education Code 51810, the district may provide community service classes in specified subjects without the approval of ~~the~~ CDE.

Adults may also ~~may~~ be enrolled in community service classes offered by the district. (Education Code 51811)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

~~Participation in independent study shall be voluntary.~~ (Education Code 51747)

~~Any course taken through independent study shall be a course listed in Education Code 51225.3 or otherwise required by the Board for high school graduation.~~ (Education Code 46300.4)

~~An adult who has been continuously enrolled in K-12 education since his/her 18th birthday may remain engaged in K-12 independent study until his/her 21st birthday. (Education Code 46300.1)~~ Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747)

Fees

CSBA NOTE: Education Code 52612-52613 authorize the district to charge fees for adult education classes, with certain exceptions. The total of these fees plus revenues derived from ADA average daily attendance must not exceed the estimated cost of all such classes. The following section should be revised to reflect district practice.

~~No fee~~The district may require fees for enrollment in an adult education class. However, no fees shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

1. A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.
2. A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.

CSBA NOTE: The following paragraph is optional.

Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.

The Board may fix a charge, not to exceed cost, for books furnished to adult education students. In some cases lieu of fixing such charge, books may be obtained from the district at cost or may be obtained on loan loaned to students with the payment of a refundable deposit. ~~In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes.~~
(Education Code 52615, 60410)

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State	Description
5 CCR 10501	Adult education
5 CCR 10508	Records and reports
5 CCR 10530-10534	Standards
5 CCR 80034	Teaching credentials, adult education
5 CCR 80034.5	Adult education, substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs education and job training plan
Ed. Code 41975-41976.2	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements, designated subjects adult education credential
Ed. Code 44865	Qualifications for home teachers

Ed. Code 46190-46192	Adult education classes, day of attendance
Ed. Code 46300.1-46300.4	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes)
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52530-52531	Use of hospitals
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
Ed. Code 52610-52616.24	Adult schools, finances
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Block Grant
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs, including education and job training
Federal	Description
20 USC 2301-2415	Carl D. Perkins Career and Technical Education Act
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act
Management Resources	Description
California Department of Education Publication	Adult Education Handbook for California, 2005
California Department of Education Publication	Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013
Website	California Department of Education, Adult Education
Website	California Department of Industrial Relations, Division of Apprenticeship Standards

Website	Comprehensive Adult Student Assessment Systems
Website	California Council for Adult Education
Website	Commission on Teacher Credentialing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology 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
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services
4112.2	Certification
4112.2	Certification
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation

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
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6146.5	Elementary/Middle School Graduation Requirements
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

Regulation 6200: Adult Education

Status: ADOPTED

Original Adopted Date: 06/01/1997 | **Last Revised Date:** 09/01/2022 | **Last Reviewed Date:** 09/01/2022

Enrollment

For adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52523, 52610)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. (Education Code 52523)

With the exception of programs for adults with disabilities specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies attendance in the class as being open to the general public. (Education Code 52517, 52570)

Concurrent Enrollment of High School Students

High school students may be permitted to enroll in an adult education program, course, or class for sound educational purposes, including, but not limited to, the following: (Education Code 52523)

1. The adult education program, course, or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course, or class in order to make up deficient credits for graduation from high school.
3. The adult education program, course, or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's vocational and technical education program.
4. The adult education program, course, or class supplements and enriches the high school student's educational experience.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes the student, the student's parent/guardian, and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the counseling session and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education course or class
2. That the enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

The above statement shall be signed by the student, the student's parent/guardian, and the certificated high school representative.

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

Programs and Courses

The district's adult education program shall offer instruction in one or more of the following areas: (Education Code 41976)

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate
2. Programs for immigrants eligible for educational services in citizenship, English as a second language, workforce preparation, and immigrant integration
3. Programs that are primarily related to entry or reentry into the workforce
4. Programs that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school
5. Programs for adults with disabilities
6. Short-term career technical education programs with high employment potential
7. Programs offering pre-apprenticeship training activities in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

The district may also offer programs in parenting, family and consumer awareness, English as a second language, classes for older adults, home economics, and health and safety education. Such programs shall not be paid for with Adult Education Program Funds.

The district may offer fee-based community education and older adult programs and such programs shall not be paid for with Adult Education Program Funds.

The Superintendent or designee shall regularly submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

Adults may also be enrolled in community service classes offered by the district. (Education Code 51811)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747)

Fees

The district may require fees for enrollment in an adult education class. However, no fees shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

1. A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.
2. A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.

Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.

The Board may fix a charge, not to exceed cost, for books furnished to adult education students. In lieu of fixing such charge, books may be loaned to students with the payment of a refundable deposit. (Education Code 60410)

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 10501	Adult education; definition of adult for attendance counting
5 CCR 10508	Records and reports
5 CCR 10530	Counseling and guidance services
5 CCR 10560	Standards of administration
5 CCR 53412	Minimum qualifications for instructors of noncredit courses

5 CCR 80034	Teaching credentials; adult education
5 CCR 80034.5	Adult education; substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs instructional and job training plan
Ed. Code 41975-41976.1	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements; designated subjects adult education credential
Ed. Code 44865	Qualifications for independent study teachers
Ed. Code 46191	Attendance for adults in correctional facilities
Ed. Code 46300.1-46300.42	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51241	Temporary two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
Ed. Code 52610-52616.18	Adult schools; finances
Ed. Code 52620	Attendance at community college as special part-time student
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Program
Ed. Code 8500-8538	Adult education

W&I Code 11320-11329.5

CalWORKs; education and job training

Federal

20 USC 2301-2414

Description

[Strengthening Career and Technical Education for the 21st Century Act](#)

29 USC 3101-3255

Workforce Innovation and Opportunity Act

29 USC 3271-3333

Adult Education and Family Literacy Act

Management Resources

California Department of Education Publication

Description

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020

California Department of Education Publication

Adult Education Block Grant (AEBG) Measures of Effectiveness

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Department of Education, Adult Education](#)

Website

[California Department of Industrial Relations, Division of Apprenticeship Standards](#)

Website

[California Council for Adult Education](#)

Website

[Comprehensive Adult Student Assessment Systems](#)

Website

[Commission on Teacher Credentialing](#)

Cross References

Code

Description

0410

Nondiscrimination In District Programs And Activities

0440

District Technology Plan

0440

District Technology Plan

0500

Accountability

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

3260

Fees And Charges

3260

Fees And Charges

3541

Transportation Routes And Services

4112.2

Certification

4112.2

Certification

4121

Temporary/Substitute Personnel

4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6145.6	International Exchange
6145.6	International Exchange
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6146.5	Elementary/Middle School Graduation Requirements
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

Policy 7110: Facilities Master Plan

Status: ADOPTED

Original Adopted Date: 02/01/1996 | **Last Revised Date:** ~~03/09/01/2012~~ 2022 | **Last Reviewed Date:** ~~03/09/01/2012~~ 2022

CSBA NOTE: The following optional policy may be revised to reflect district practice. Pursuant to the School Facility Program (Education Code 17070.10-17079.30), the State Allocation Board (SAB) and Office of Public School Construction administer state funding programs for new construction, modernization, career technical education facilities, charter school facilities, critically overcrowded school facilities, facility hardships, seismic mitigation, high performance incentives (environmentally efficient schools), joint use programs, labor compliance, overcrowding relief, emergency repairs, and deferred maintenance.

For additional information about the facilities master planning process, see CSBA's fact sheet [“Facilities Master Planning.”](#) In addition, CSBA's Facilities Planning program provides assistance with enrollment projections and/or the development of facilities master plans.

Although not required by law, the California Department of Education's (CDE) publication [“Educational Specifications: Linking Design of School Facilities to Educational Program.”](#) recommends that the district's facilities master plan be adopted by formal resolution of the Governing Board.

The Governing Board recognizes the importance of long-range planning for school facilities in order to address changes in student enrollment, [teacher housing needs](#), and in the district's educational program needs. The Superintendent or designee shall develop, for Board approval, a master plan for district facilities which describes the district's anticipated short- and long-term facilities needs and priorities.

Plan Development

The district's facilities master plan shall be based on an assessment of the condition and adequacy of existing facilities, a projection of future enrollments, and alignment of facilities with the district's vision for the instructional program.

To solicit broad input into the planning process, the Superintendent or designee may establish a facilities advisory committee consisting of staff, parents/guardians, and business, local government, and other community representatives. ~~He/she also~~ [The Superintendent or designee](#) shall ensure that the public is informed of the need for construction and modernization of facilities and of the district's plans for facilities.

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or county with land use jurisdiction within the district. (Government Code 65352.2)

If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with the commission or agency within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. In its "Public School Construction Cost Reduction Guidelines, the" SAB recommends that facilities master plans be reevaluated whenever a new construction project is initiated or at intervals not exceeding five years.

The master plan shall be regularly reviewed and updated as necessary to reflect changes in the educational program, existing facilities, finances, or demographic data.

Plan Components

CSBA NOTE: The CDE's publication, "Educational Specifications: Linking Design of School Facilities to Educational Program (Appendix 1)," recommends components that should be addressed in the facilities master plan. Items #1-8 below are optional and may be revised to reflect district practice.

The facilities master plan shall include:

1. A statement of purpose, including district goals, philosophy, and related policies
2. A description of the planning process
3. Demographics of the community, such as economic trends, migration patterns, employment base, residential base, socioeconomic makeup, historical school enrollments, and inventory of physical resources and needs
4. A description of the educational program, such as grade-level organization, class size, staffing patterns, technology plans, special programs and support services, and other educational specifications
5. Analysis of the safety, adequacy, and equity of existing facilities and potential for expansion, including the adequacy of classrooms, school cafeterias and food preparation areas, physical activity areas, playgrounds, parking areas, and other school grounds
6. Site selection criteria and process
7. Development of a capital planning budget and identification of potential funding sources
8. Policy for reviewing and updating the plan

Planning shall ensure that school facilities meet the following minimum standards: (5 CCR 14001)

1. Are aligned with the district's educational goals and objectives
2. Provide for maximum site enrollment at school facilities
3. Are located on a site that meets California Department of Education standards as specified in 5 CCR 14010
4. Are designed for the environmental comfort and work efficiency of the occupants
5. Are designed to require a practical minimum of maintenance
6. Are designed to meet federal, state, and local statutory requirements for structure, fire, and public safety
7. Are designed and engineered with flexibility to accommodate future need

CSBA NOTE: 5 CCR 14030 delineates detailed standards for developing plans for the design and construction of school facilities. All school districts must comply with these standards, whether a project

is state funded or locally funded. Other legal requirements for facilities plans, including Education Code 16011, 16322, and 17251, vary depending on the funding source and type of project.

Pursuant to the Americans with Disabilities Act (ADA) (42 USC 12101-12213) and 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, ~~starting March 15, 2012,~~ all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs pursuant to 28 CFR 35.151, ~~as amended by 75 Fed. Reg. 178.~~ CSBA's ADA Compliance Program offers a variety of accessibility services including, but not limited to, facilities inspections and planning to transition facilities into full ADA compliance.

[California Green Building Standards Code, Title 24 CCR 101 et seq. \("CalGreen, Part 11 of the California Code of Regulations, \("CALGreen"\)](#) establishes both mandatory requirements and voluntary standards for "green" building, which apply to all new construction and are applicable to K-12 schools. ~~CalGreen~~CALGreen addresses five major areas: (1) planning and design, (2) energy efficiency, (3) water efficiency, (4) material conservation and resource efficiency, and (5) indoor environmental quality.

[Health and Safety Code 53570-53574, The Teacher Housing Act of 2016, authorizes districts to establish and implement programs that address the housing needs of teachers and district employees facing challenges in securing affordable housing. Pursuant to Education Code 17283.5 and Government Code 4454.5, as added by AB 306 \(Ch. 49, Statutes of 2021\), residential housing, defined as any building used as a personal residence by a teacher or employee of a district, with the teacher's or employee's family, is specifically exempt from obtaining approval from the Department of General Services for earthquake safety \(Field Act\) and access by persons with disabilities.](#)

Plans for the design and construction of new school facilities ~~also~~ also meet the standards described in 5 CCR 14030, ~~green building standards pursuant to~~ [the California Green Building Standards Code, Title 24 CCR 101 et seq., Part 11 of the California Code of Regulations \("CALGreen"\)](#), the Americans with Disabilities Act ([ADA](#)) pursuant to 42 USC 12101-12213, and any other requirements applicable to the funding source and type of project.

[However, plans for residential housing, which includes any building used or intended to be used by the district as a personal residence by a teacher or employee of the district, is not considered to be a "school building" and does not require approval by the Department of General Services regarding earthquake safety and/or the ADA. \(Education Code 17283.5; Government Code 4454.5\)](#)

CSBA NOTE: Subject to the availability of funds, districts may apply pursuant to Education Code 17077.40-17077.45 to fund joint use projects which are part of (1) a qualifying new construction project that will either increase the size and/or create extra costs beyond that necessary for school use of the multipurpose room, gymnasium, child care facility, library, or teacher education facility; or (2) a modernization project or a stand-alone project to provide for a multipurpose room, gymnasium, child care facility, library, or teacher education facility at a school that does not have the type of facility needed or has an inadequate facility.

To facilitate the efficient use of public resources when planning for new construction or modernization of school facilities, the district may consider designs that facilitate joint use of the facility with a local governmental agency, public postsecondary institution, or nonprofit organization.

Policy Reference UPDATE Service

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State	Description
2 CCR 1859-1859.199	Leroy F. Greene School Facilities Act
24 CCR 101	California Building Standards Code
5 CCR 14001	Minimum standards for school facilities
5 CCR 14010	Procedure for site acquisition
5 CCR 14030-14036	Standards, planning, and approval of school facilities
Ed. Code 16011	Long-range comprehensive master plan
Ed. Code 16322	California Department of Education services
Ed. Code 17017.5	Approval of applications for projects
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17251-17256	Powers concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17283.5	School building does not include residential housing
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 17405	Relocatable structures; lease requirements
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 4454.5	Approval of plans and specifications; exemption of residential housing
Gov. Code 53090-53097.5	Regulation of local agencies by counties and cities
Gov. Code 65352.2	Communicating and coordinating of school sites
Gov. Code 65995.6	School facilities needs analysis
H&S Code 53570-53574	Teacher Housing Act of 2016
Federal	Description
28 CFR 35.101-35.190	Americans with Disabilities Act
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
California Department of Education Publication	Educational Specifications: Linking Design of School Facilities to Educational Program, 1997
California Department of Education Publication	Guide for the Development of a Long-Range Facilities Plan, 1986
California Department of Education Publication	Schools of the Future Report, September 2011
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, September 2009 February 2010
CSBA Publication	Facilities Master Planning, Fact Sheet, November 2007

Office of Public School Construction Publication	School Facility Program Handbook, January 2019
Office of Public School Construction Publication	An A Brief Overview of the State School Facility Programs, rev. October 2011 Program, May 2016
State Allocation Board Publication	Public School Construction Cost Reduction Guidelines, 2000
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.3	Design-Build Contracts
3470	Debt Issuance And Management
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514	Environmental Safety
3514	Environmental Safety
PGUSD	Regular Meeting of May 4, 2023

3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
5030	Student Wellness
5141.7	Sun Safety
5142	Safety
5142	Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6117	Year-Round Schedules
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.1	Library Media Centers
6178	Career Technical Education
6178	Career Technical Education
7000	Concepts And Roles
7111	Evaluating Existing Buildings
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7150	Site Selection And Development
7150	Site Selection And Development
7160	Charter School Facilities
7160	Charter School Facilities

7210	Facilities Financing
7212	Mello-Roos Districts
7213	School Facilities Improvement Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board

Policy 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 02/01/1999 | **Last Revised Date:** ~~03/09/01/2002~~ 03/09/01/2022 | **Last Reviewed Date:** ~~03/09/01/2002~~ 03/09/01/2022

CSBA NOTE: Education Code 17070.10-17077.10 ~~sets~~ sets forth eligibility requirements for the receipt of state facilities funds under the Leroy F. Greene School Facilities Program Act of 1998 (Proposition 1A). As a condition for receipt of the funds, Education Code 17070.50 requires districts to obtain written approval from the California Department of Education (CDE) and certify to the State Allocation Board that the district's site selection and building plans comply with the regulations developed by ~~the department~~ CDE, pursuant to Education Code 17251(b) and (c). In addition, Education Code 17070.50 requires the district to certify that the services of an architect, a structural engineer, or other design professional has been selected using a competitive process consistent with Government Code 4526. See BP/AR 7140 - Architectural and Engineering Services.

The Governing Board believes that a school site should serve the district's educational needs in accordance with the district's master plan, as well as show potential for contributing to other community needs.

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

CSBA NOTE: Pursuant to Education Code 17211, districts are required to ensure that property acquired for a new school or an addition to an existing school site meets standards for school site selection as specified in 5 CCR 14010-14012.

Before acquiring property for a new school or an addition to an existing school site, the Board, at a public hearing, shall either evaluate the property ~~at a public hearing~~ using state site selection standards: (Education Code 17211 specified in 5 CCR 14010 or, if a district advisory committee was appointed to evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251))

Environmental Impact Investigation for the Site Selection Process

CSBA NOTE: Pursuant to Public Resources Code 21082, districts are mandated to adopt procedures for the evaluation of all projects (beyond just site selection) and the preparation of environmental impact reports and negative declarations required under the California Environmental Quality Act (CEQA). In order to satisfy this mandate, the district may either (1) adopt the actual CEQA guidelines, as applicable, as its own procedure; (2) adopt the county or city guidelines, (3) or develop its own procedure. In most cases, the district's environmental investigation will conclude with a simultaneous public review of both the environmental documentation and, if applicable, the Department of Toxic Substance Control (DTSC) documents.

Pursuant to Public Resources Code 21092 and 21092.2, as amended by AB 819 (Ch. 97, Statutes of 2021), when CEQA requires a draft environmental impact report, environmental impact report, negative declaration, or mitigated negative declaration (Regular Meeting of May 4, 2023), the district is required

to post on its web site those environmental review documents, and public notice of the preparation and availability of such documents. The district must email specified notices when written requests for notices have been filed. See Exhibit 1113-District and School Web Sites and the accompanying administrative regulation.

The following paragraph provides for the use of CEQA guidelines for the evaluation of all projects, including site selection. Districts that have adopted the city/county guidelines or their own procedure should modify the paragraph accordingly.

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act ~~whenever so required~~, including any web site posting requirements. When evaluating district projects, the CEQA guidelines shall be used.

Environmental review documents, including a draft environmental impact report, environmental impact report, negative declaration or mitigated negative declaration, and public notice of the preparation and availability of such documents, shall be posted on the district's web site. (Public Resources Code 21082.1, 21092, 21092.2)

Agricultural Land

CSBA NOTE: In 82 Ops.Cal.Atty.Gen. 130 (1999), the Attorney General opined that a district may construct a school on land designated by a county ordinance for "agricultural, open space or rural land use." However, the Board must, by a two-thirds vote pursuant to Government Code 53094, render the ordinance inapplicable to the proposed use of the property. See 9323.2 - Actions by the Board. The exemption can be blocked only by a court determination that the action was "arbitrary and capricious."

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State

14 CCR 15000-15285

Description

Implementation of California Environmental Quality Act of 1970

5 CCR 14001-14036

Minimum standards California Department of Education: school facilities construction

CCP: 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	<u>School Sites: General provisions (school sites)</u>
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	<u>CDE Powers</u> concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties re: management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources

Attorney General Opinion

Website

Website

Website

Website

Website

Description

82 Ops.Cal.Atty.Gen. 130 (1999)

Department of General Services, Office of Public School Construction

California Department of Education, School Facilities

California Department of Education, School Site Selection and Approval Guide

Department of Toxic Substances Control

Governor's Office of Planning and Research

Cross References

Code

1113

1220

Description

District and School Web Sites (BP/AR/E(1))

Citizen Advisory Committees

1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
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Regulation 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 11/01/2000 | Last Revised Date: ~~03/09/01/2006~~2022 | Last Reviewed Date: ~~03/09/01/2006~~2022

As part of the district's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)
2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)

CSBA NOTE: Education Code 17212.2, as added by AB 2485 (Ch. 505, Statutes of 2004), authorizes the district to request information from the following entities in order to evaluate the safety of a proposed site.

4. ~~As necessary,~~ Make a written request for information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.

CSBA NOTE: Pursuant to Public Resources Code 21092, 21092.2, 21092.3, and 21152, as amended by AB 819 (Ch. 97, Statutes of 2021), districts are required to (1) post specified notices to the district's web site, (2) submit a notice of determination or notice of exemption with the county clerk electronically, if that option is offered by the county clerk, and (3) file an environmental notice with the Office of Planning and Research using their online process.

6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law: including posting required notices to the district web site. (Public Resources Code 21000-21177)

CSBA NOTE: AB 1358 (Ch. 229, Statutes of 2005) amended Education Code 17215 to require notification to the California Department of Education (CDE) if the district is leasing a site near an airport.

7. ~~If~~ Notify the California Department of Education in writing before acquiring title or leasing the site if the proposed site is within two miles of the air line of an airport runway or proposed runway; before acquiring title to or leasing the site, notify the California Department of Education in writing. (Education Code 17215)

CSBA NOTE: Education Code 17213 prohibits the approval of a school site within 500 feet from the freeway or other busy traffic corridor, unless the district performs an air quality analysis as specified in law.

8. ~~If~~ Conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 if the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor; ~~conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213~~ and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

CSBA NOTE: Pursuant to Education Code 17213.1, ~~both~~ Both a Phase I environmental assessment and a preliminary endangerment assessment, if necessary, must be conducted pursuant to Education Code 17213.1 to determine whether a release of hazardous materials has occurred, as provided in ~~item~~ Item #1 below. The district must submit these documents to the CDE and the Department of Toxic Substance Control (DTSC) for review. If hazardous substances are disclosed, Education Code 17213.1 authorizes DTSC to order the district to complete certain "response actions" prior to securing state funding.

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

2. ~~Annually submit a~~ Submit an annual summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)
3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)

CSBA NOTE: The Office of Public School Construction recommends that districts consult with legal counsel to ensure compliance with the disabled veteran provisions of ~~item~~ Item #4 below.

4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the district for disabled veteran business enterprises (Education Code 17076.11)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State

14 CCR 15000-15285

Description

Implementation of California Environmental Quality Act of 1970

5 CCR 14001-14036
PGUSD

Minimum School Facilities Construction; general standards
Regular Meeting of May 4, 2023

CCP: 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	General <u>School Sites; general provisions (school sites)</u>
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	Powers <u>CDE powers concerning buildings and building sites</u>
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties re: management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970
Management Resources	Description
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 130 (1999)
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education, School Facilities
<u>Website</u>	<u>Department of Toxic Substances Control</u> (https://dtsc.ca.gov/)
<u>Website</u>	<u>Governor's Office of Planning and Research</u> (https://opr.ca.gov/ceqa/)

Cross References

Code	Description
<u>1113</u>	<u>District and School Web Sites (BP/AR/E(1))</u>
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees

1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
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Bylaw 9100: Organization

Status: ADOPTED

Original Adopted Date: 09/01/1992 | Last Revised Date: ~~07~~09/01/2015 2022 | Last Reviewed Date: ~~07~~09/01/2015 2022

CSBA NOTE: Pursuant to Education Code 35143, as amended by AB 486 (Ch. 666, Statutes of 2021), the Governing Board is required to set and hold an annual organizational meeting, in the manner described below, prior to the end of each calendar year. If the Board fails to select a day and time for the meeting, the County Superintendent of Schools must designate and notify all Board members and members-elect of the day and time of the meeting. A city board of education whose members are elected in accordance with a city charter may, by a rule of its board, establish a different timeline for setting the annual meeting and revise the following paragraph accordingly.

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from days following the date upon which a Board member elected at that second Friday in December after the regular election takes office. During non-election all other years, the meeting shall may be held within the same 15-day period on the calendar: any date in December, but no later than December 20th. (Education Code 35143)

CSBA NOTE: Unless otherwise provided by rule of the Board, the following paragraph is required pursuant to Education Code 35143: as amended by AB 486.

~~The day and time of the annual meeting shall be selected by~~ During any year in which a regular election is conducted, the Board, at ~~its~~ the regular meeting held immediately prior to the ~~first~~ second Friday in December, shall select the day and time of the organizational meeting. For any other year, the day and time of the ~~15-day period~~ organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

CSBA NOTE: The following items should be modified to reflect district practice. Education Code 35022 requires all boards with five or more members to elect a president. Education Code 35143 requires the election of a clerk and a president for high school, union high school, and joint union high school districts. City boards of education are required to elect only a president or a president and vice president, and all other types of districts are required to elect a clerk. For more information about election of officers, see the section "Election of Officers" below.

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures

CSBA NOTE: Item #4 below promotes the adoption of a Board calendar to ensure the scheduling of important governance matters such as evaluation of the Superintendent, Board self-evaluation, budget meetings, goal setting, and policy and program reviews.

4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

CSBA NOTE: Item #6 below is recommended by CSBA through its governance trainings, including the Masters in Governance program.

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

Election of Officers

CSBA NOTE: Option 1 below is for districts that rotate offices so that each Board member has the opportunity to become president, while Option 2 is for districts that each year elect their entire slate of officers. The following options should be revised to reflect the sequence of offices used in the district.

~~OPTION 1: The Board shall each year elect one of its members to be (clerk)/(vice president). This member shall be one who previously has not served in office, unless all the Board's members have previously served in office. After serving one year as (clerk)/(vice president), the elected member shall serve one year as president of the Board.~~

~~OPTION 1 ENDS HERE~~

~~OPTION 2: The Board shall each year elect its entire slate of officers.~~

~~OPTION 2 ENDS HERE~~

CSBA NOTE: The following optional sentence may be used with Option 2.

~~No Board member shall serve more than _____ consecutive year(s) in the same office.~~

CSBA NOTE: The following sentence may be used by all districts regardless of the option selected above. The California Attorney General has disapproved secret ballot voting in open meetings, as well as the casting of mail ballots (68 Ops.Cal.Atty.Gen. 65, 1985). As long as they do not use secret ballots, boards may elect their officers in any way they choose.

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Policy Reference UPDATE Service

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State	Description
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35145	Public meetings
Ed. Code 5017 PGUSD	Term of office Regular Meeting of May 4, 2023

Management Resources

Attorney General Opinion

Attorney General Opinion

Description

59 Ops.Cal.Atty.Gen. 619; ~~621-622~~ (1976)

68 Ops.Cal.Atty.Gen. 65 (1985)

Cross References

Code

9000

9005

9121

9123

9140

9223

9224

9230

9240

9320

9323

Description

Role Of The Board

Governance Standards

President

Clerk

Board Representatives

Filling Vacancies

Oath Or Affirmation

Orientation

Board Training

Meetings And Notices

Meeting Conduct

- | | |
|---|--|
| <input checked="" 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 checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Future Agenda Items

DATE: May 4, 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 May 4, 2023 Regular Board Meeting:

- Added May 19, 2022: Teacher of the Year Recognition (TBA)
- Added April 26, 2023: Equine Healing Presentation (May 18, 2023)
- Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits (Fall 2023)
- Added April 26, 2023: The WAVE Program (September 2023)