

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, DECEMBER 7, 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:	December 7, 2023	<u>Trustees</u> Carolyn Swanson, <i>President</i> Jennifer McNary, <i>Clerk</i>
TIME:	4:00 p.m. Pacific Grove Middle School Measure D Site Visit 5:30 p.m. Closed Session 6:30 p.m. Open Session	<i>Dr. Elliott Hazen</i> <i>Laura Ottmar</i> <i>Brian Swanson</i> <i>Dayci Dishny/Dario Dimaggio, Student Representatives</i>
LOCATION:	IN PERSON Pacific Grove Middle School (4:00-5:00p.m.) 835 Forest Ave Pacific Grove, CA 93950 Pacific Grove Unified School District Office 435 Hillcrest Avenue Pacific Grove, CA 93950	

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/82663819363?pwd=YWF0UHBaRVZqWVFEVU5lK0ozdGRxUT09>

Meeting ID: 826 6381 9363

Passcode: 832398One tap mobile +13017158592,,87820869443#,,,,*585985# US
(Washington DC)

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

Find your local number: <https://pgusd.zoom.us/j/kboYomZZvV>

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Land Acknowledgement

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

C. Roll Call

D. Adoption of Agenda

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

Second: _____ Vote: _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
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II. CLOSED SESSION

A. Identify Closed Session Topics

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

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

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

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

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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C. Superintendent Report

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

A. PGUSD Staff Comments (Non-Agenda Items)

B. Community Members (Non-Agenda Items)

VI. INFORMATION/DISCUSSION

A. District Safety Update

VII. 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 November 16, 2023 Board Meeting 7
Recommendation: (Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- B. Cash Receipts #9 14
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts #8.
- C. Acceptance of Donations 16
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the donations.
- D. Out of County or Overnight Activities 17
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Out of County or Overnight requests.
- E. Request for Board Approval for off campus activity for Pacific Grove Middle School AVID class 35
Recommendation: (Sean Roach, Principal of Pacific Grove Middle School) The District Administration recommends that the Board review and approve the off campus activity for PGMS AVID class.
- F. Equipment to be Discarded 36
Recommendation: (Lito Garcia, Principal of Pacific Grove High School) The District Administration recommends that the Board review and approve the Equipment to be Discarded.
- G. Contract for services with Bryan Gage, Pacific Grove Middle School Gym Mural 38

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Recommendation: (Jon Anderson, Director of Maintenance and Transportation) The District Administration recommends that the Board review and approve the Contract for Services with Bryan Gage, Pacific Grove Middle School Mural.

H. Contract for services with Kim Kasner, Forest Grove Elementary Storage Container Mural 44

Recommendation: (Jon Anderson, Director of Maintenance and Transportation) The District Administration recommends that the Board review and approve the Contract for Services with Kim Kasner, Forest Grove Elementary Storage Container Mural.

I. Contract for services Contract for Services with the National Coalition Building Institute – Monterey Chapter 50

Recommendation: (Buck Roggeman, Director of Curriculum) The District Administration recommends that the Board review and approve the Contract for Services with the National Coalition Building Institute – Monterey Chapter

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

VIII. PUBLIC HEARING I/ ACTION/DISCUSSION ITEM A

Public Hearing of Pacific Grove Unified School District’s Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations with California School Employees Association (CSEA), 2023-2024 56

Recommendation: (Linda Adamson, Superintendent) The Administration recommends that the Board hold a public hearing of the Pacific Grove Unified School District’s Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations with California School Employees Association for 2023-2024.

Open Public Hearing _____ Close Public Hearing _____

A. Approval of Pacific Grove Unified School District’s Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations with California School Employees Association (CSEA), 2023-2024 59

Recommendation: (Linda Adamson, Superintendent) The Administration recommends that the Board review and approve the District's Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations with the California School Employees Association (CSEA) for 2023-2024.

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

IX. PUBLIC HEARING II/ ACTION/DISCUSSION ITEM B

Public Hearing of California School Employees Association’s (CSEA) Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations, 2023-2024 60

Recommendation: (Claudia Arellano, Director II of Human Resources) The Administration recommends that the Board hold a public hearing on the California School Employees Association’s (CSEA) initial sunshine proposal regarding Collective Bargaining Agreement Negotiations for 2023-2024.

Open Public Hearing _____ Close Public Hearing _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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X. ACTION/DISCUSSION

- B. Renewal Contract for Financial Advisory Services with Dale Scott and Company (DS&C) for FY's 2023-24 through 2027-28 64
Recommendation: (Josh Jorn, Assistant Superintendent) The District Administration recommends that the Board review and provide direction to Administration regarding the contract with Dale Scott and Company.
- Board Discussion:
 - Public Comment:
 - Board Discussion:
 - Move: _____ Second: _____ Vote: _____
- C. Memorandum of understanding with PGTA regarding Teacher Tech Lead stipends 72
Recommendation: (Buck Roggeman, Director of Curriculum) The District Administration recommends that the Board review and provide direction to Administration regarding the memorandum of understanding of with PGTA regarding the Teacher Tech Lead stipends
- Board Discussion:
 - Public Comment:
 - Board Discussion:
 - Move: _____ Second: _____ Vote: _____
- D. Memorandum of understanding with PGTA regarding PGMS Robotics/RoV stipend 73
Recommendation: (Buck Roggeman, Director of Curriculum) The District Administration recommends that the Board review and provide direction to Administration regarding the memorandum of understanding of with PGTA regarding PGMS Robotics/ROV stipend
- Board Discussion:
 - Public Comment:
 - Board Discussion:
 - Move: _____ Second: _____ Vote: _____
- E. Complaint Concerning Instructional Materials Appeal 74
Recommendation: (Buck Roggeman, Director of Curriculum) The District Administration recommends that the Board review and provide direction to Administration regarding the Complaint Concerning Instructional Material Appeal.
- Board Discussion:
 - Public Comment:
 - Board Discussion:
 - Move: _____ Second: _____ Vote: _____
- F. Approval of Measure A (Ed Tech Bond) Education Technology Expenditures 80
Recommendation: (Matthew Binder, Director or Educational Technology, Louis Algae, Director of Technology Systems) The District Administration recommends that the Board review and provide direction to Administration regarding the approval of Measure A Education Technology Expenditures.
- Board Discussion:
 - Public Comment:
 - Board Discussion:
 - Move: _____ Second: _____ Vote: _____

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- G. Board Calendar/Future Meetings 83
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and provide direction to Administration regarding the approval of Board Calendar/Future Meetings.

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

XI. INFORMATION/DISCUSSION

- B. ABM Building Solutions, LLC Presentation on District Efficiency Study 88
Recommendation: (Josh Jorn, Assistant Superintendent) The District Administration recommends the Board review the ABM Building Solutions, LLC Presentation on District Efficiency Study.

- Public Comment:
- Direction: _____

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

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (January 2023)
- Added September 7, 2023: Board Cultural Proficiency Training
- Added September 21, 2023: Board self-evaluation
- Added September 21, 2023: Common school year calendar with surrounding Districts
- Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
- Added September 21, 2023: Staff support for combating incidents of racism (Ongoing)
- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (November 2023)
- Added September 28, 2023: Board Governance
- Added October 5, 2023: Racism zero tolerance policy
- Added November 2, 2023: Equity between elementary schools (January 2024)
- Added November 2, 2023: Elementary Spanish offerings TK-2 (January 2024)
- Public Comment:
- Direction: _____

XI. ADJOURNMENT

Next special Board meeting will be held on Tuesday, December 12, 2023
Next regular Board meeting will be held on Thursday, December 14, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of November 16, 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) 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 Linda Adamson Assistant Superintendent Joshua Jorn
Board Recorder:	N/A
Student Representative:	N/A

D. Adopted Agenda

- o Consent Item G- Revised Personnel Report
 - Corrected retirement date for Mr. Smith on the section related to Classified staff
 - The resignation on page 33 for Mandi Ackerman has been rescinded and requires no action.
- o Consent Item H- Contract for Services Education to Go- Additional supporting document
 - Clerical error- agreement was left out of the Board packet

Public Comment:

None

MOTION CS/JM to adopt agenda as amended

Motion CARRIED by vote 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

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

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

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:50 p.m.

III. RECONVENED IN OPEN SESSION 6:31 p.m.

A. Reported action taken in Closed Session:

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

Information received, no direction given.

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

Information received, no direction given.

3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

Information received, no direction given.

B. Pledge of Allegiance lead by Student Representative Dimaggio

IV. COMMUNICATIONS

A. Written Communication

- Praise for Chef Erickson field trip
- PGMS Volleyball team playoffs
- NCBI online leadership institute
- Proposed change to Board Bylaw 9121
- Thank-you for staff during secure campus
- Kudos to FG and RHD staff
- South Valley MS grand opening in Gilroy

- PGMS incident
- Equine Healing collaborative
- FG and RHD winter performance

B. Board Member Comments

EH- exciting for first meeting for Dr. Adamson; transition from Spring to fall sports

LO- welcome to Dr. Adamson

Student Rep Dimaggio- basketball, wrestling, soccer; good play by theater group in December; midterm exams; Leadership student/teacher activities

BS- welcome Dr. Adamson; shoe game; great room full of great people who really care

JM- welcome Dr. Adamson; thank you to Principal Arbrun, Director Anderson and Assistant Superintendent Jorn for Measure D walk-through at Forest Grove Elementary School; attended the NCBI Leadership Institute training.

C. Superintendent Report

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

V. **INDIVIDUALS DESIRING TO ADDRESS THE BOARD**

A. PGUSD Staff Comments (Non Agenda Items)

Director of Curriculum and Special Projects Buck Roggeman welcomed Dr. Adamson; thank you to the schools who celebrated Ruby Bridges Walk to School Day; Cultural Proficiency evening meeting; gratitude aspect of the holiday

Forest Grove Elementary School Teacher Kari Serpa came from the from PGTA executive meeting, asked about the secure campus and how the District determined the situation was zero threat, asked additional questions regarding District response.

Larry Haggquist recognized Dario Dimaggio; World Kindness day; college fair in the library; California Healthy Kids survey; lockdown barricade drill; WASC meeting;

B. Community Members (Non-Agenda Items)

Mike Gibbs Pacific Grove Economic Development Council, working on strategic plan to increase vitality in downtown Pacific Grove, would love to have students attend the meeting, would like to see students on the City Council.

VI. CONSENT AGENDA

- A. Minutes of October 26, 2023 Board Meeting
- B. Minutes of November 2, 2023 Board Meeting
- D. Acceptance of Donations
- E. Warrant Schedule 661
- F. Out of County or Overnight Activities
- G. Personnel Report
- H. Contract for Services Education To Go
- I. Pacific Grove High School Course Catalog for the 2024-25 School Year
- J. Independent Consultant Agreement for Plimoth Patuxet virtual presentations with Forest Grove and Robert H. Down Elementary 2nd graders

Changes to the Consent Agenda include:

- Consent Item G- Revised Personnel Report
 - Corrected retirement date for Mr. Smith on the section related to Classified staff
 - The resignation on page 33 for Mandi Ackerman has been rescinded and requires no action.
- Consent Item H- Contract for Services Education to Go- Additional supporting document
 - Clerical error- agreement was left out of the Board packet

Public Comment:

None

MOTION BS/EH to approve the consent agenda as amended

Motion CARRIED by vote 4 – 0

VII. ACTION/DISCUSSION

- A. Equine Healing Collaborative– Partnership With Pacific Grove Unified School District To Provide Equine Mental Health Activities To All Students At Our 6 School Sites

Director of Student Services Yolanda Cork-Anthony presented this item. The Board asked questions and discussed this item.

Public Comment:

Sonda Frudden spoke about funding and programs.

Erica Chavez echoed Sonda Fruden, come to the class for caring circles, only so many hours in a day; due to scheduling, neither counselor is on campus.

Kari Serpa said she could not do her job without the support of Zoe and Cory .

Beth Shammass said it sounds nice but does not sound practical, strategies have to be practical and well thought out, and doable and repetitive; caring circles are good; sometimes the school district gets caught up in fads.

No action taken.

B. Contract for Services with the National Coalition Building Institute – Monterey Chapter

Director of Curriculum and Special Projects Buck Roggeman presented information and addressed questions.

Public Comment:

Molly asked how the public will know what the staff is learning, how will outcomes be measured, will the public or parents have an opportunity to look at the framework that NCBIE will be teaching.

MOTION JM/BS to approve the contract for services with the National Coalition Building Institute- Monterey Chapter
Motion CARRIED by 4 – 0

C. Forest Grove Elementary School Mural Proposal

Director of Maintenance, Operations and Transportation Jon Anderson and Forest Grove Elementary School Principal Abbie Arbrun presented the item, a mural on a shipping container.

Public Comment:

None

MOTION EH/LO to approve the Forest Grove Elementary School Mural Proposal
Motion CARRIED by vote 4 – 0

D. Pacific Grove Middle School Mural Proposal

Director of Maintenance, Operations and Transportation Jon Anderson and Pacific Grove Middle School Principal Sean Roach presented the item, murals in the gym. PTSA representatives of Pacific Grove Middle School spoke about the hope for continued spirit and community for the students.

Public Comment:

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

MOTION LO/JM to approve the Pacific Grove Middle School Mural Proposal
Motion CARRIED by vote 4 – 0

E. Monterey County School Boards Association (MCSBA) Seeking Potential New Organizations To Be Added For Consideration For The 2024 Excellence In Education Award

Public Comment:

None

No action taken

F. Agreement for Consultant Services with Leadership Associates

Public Comment:

None

MOTION EH/JM to approve the agreement for the consultant services with Leadership Associates

Motion CARRIED by vote 4 – 0

G. Board Calendar/Future Meetings

Dr. Adamson opened a discussion regarding December 7 meeting, as well as Governance training.

The Board discussed moving District Goals from December 7, dates for Governance meeting, and whether to open up the December 7 meeting to additional Board items.

Changes include all present Board members were available on Tuesday, December 12 for Governance special meeting; open December 7 as a regular meeting for additional items; **move the District Goals from December 7.**

Public Comment:

None

MOTION EH/BS to accept the proposed calendar changes.

Motion CARRIED by vote 4 – 0

X. INFORMATION/DISCUSSION

A. Board Policy Updates

Public Comment:

Beth Shammass spoke about policy and training.

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

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

B. Board Bylaw 9121: President

Public Comment:

C. Future Agenda Items

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (January 2023)

- Added September 7, 2023: Board Cultural Proficiency Training
- Added September 21, 2023: Board self-evaluation
- Added September 21, 2023: Common school year calendar with surrounding Districts
- Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
- Added September 21, 2023: Staff support for combating incidents of racism (Ongoing)
- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (November 2023)
- Added September 28, 2023: Board Governance
- Added October 5, 2023: Racism zero tolerance policy
- Added November 2, 2023: Equity between elementary schools (January 2024)
- Added November 2, 2023: Elementary Spanish offerings TK-2 (January 2024)

Public Comment:

None

X. ADJOURNED

9:52 p.m.

Approved and submitted:

 Superintendent Dr. Linda Adamson
 Secretary to the Board

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

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

SUBJECT: Cash Receipts Report #9

DATE: December 7, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Cash Receipts #9.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of from November 8, 2023 to November 28, 2023.

INFORMATION:

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

PGUSD
2023-24 BOARD REPORT # 9 Cash Receipts

November 8, 2023 - November 28, 2023

Date	Num	Name	Account	Amount
Nov 8 - 28, 23				
11/08/2023	22069	CAFETERIA	REBATE	264.08
11/09/2023	22070	PGHS	CTE Donations	400.00
11/09/2023	22071	ADULT EDUCATION	ADULT EDUCATION	625.00
11/09/2023	22072	RETIREE INSURANCE	RETIREE INSURANCE	317.00
11/09/2023	22073	BASRP-FG	BASRP	12,129.68
11/09/2023	22074	VOID	VOID	
11/09/2023	22075	BASRP/COMBO	BASRP	17,469.98
11/09/2023	22076	PGHS	DONATION	91.26
11/14/2023	22077	Robert Down Elementary	Birthday Books	20.00
11/14/2023	22078	Intercare Holding Insurance	WORKERSCOMP	2,462.54
11/14/2023	22079	Intercare Holding Insurance	WORKERSCOMP	1,733.02
11/14/2023	22080	Intercare Holding Insurance	WORKERSCOMP	1,733.02
11/14/2023	22081	American Fidelity	Flex Refund	24.69
11/14/2023	22082	RETIREE INSURANCE	RETIREE INSURANCE	413.00
11/15/2023	22083	RETIREE INSURANCE	RETIREE INSURANCE	1,755.00
11/15/2023	22084	MONTEREY BAY CHARTER SCHOOL	RENT	21,790.79
11/15/2023	22085	PGMS PTA	Teacher Warrants	3,250.00
11/17/2023	22086	ASE - After School Enrichment	FEES	6,470.00
11/17/2023	22087	Intercare Holding Insurance	WORKERSCOMP	2,462.54
11/17/2023	22088	Intercare Holding Insurance	WORKERSCOMP	1,741.46
11/17/2023	22089	Follett	REFUND	303.14
11/17/2023	22090	Follett	REFUND	96.64
11/17/2023	22091	RETIREE INSURANCE	RETIREE INSURANCE	543.00
11/17/2023	22092	ADULT EDUCATION	ADULT EDUCATION	457.00
11/21/2023	22093	STATE OF CALIFORNIA	MEDI-CAL	268.11
11/21/2023	22094	BASRP-RD	BASRP	405.00
11/21/2023	22095	BASRP-FG	BASRP	70.00
11/27/2023	22096	EMPLOYEE	Benefits	227.00
11/27/2023	22097	CASH	REIMBURSMENT	2,399.20
11/27/2023	22098	CAFETERIA	CAFETERIA	455.00
11/27/2023	22099	Intercare Holding Insurance	WORKERSCOMP	1,741.46
11/27/2023	22100	RETIREE INSURANCE	RETIREE INSURANCE	775.00
11/27/2023	22101	Intercare Holding Insurance	WORKERSCOMP	1,733.02
11/27/2023	22102	American Fidelity	REFUND	500.00
11/27/2023	22103	American Fidelity	REFUND	500.00
11/28/2023	22104	Intercare Holding Insurance	WORKERSCOMP	8,831.69
11/28/2023	22105	KEENAN AND ASSOC	INSURANCE CLAIM	6,025.00
11/28/2023	22106	KEENAN AND ASSOC	INSURANCE CLAIM	14,531.08
11/28/2023	22107	KEENAN AND ASSOC	INSURANCE CLAIM	1,833.65
11/28/2023	22108	PGMS	DONATION	1,300.00
Nov 8 - 28, 23				118,148.05

- 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: December 7, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and accept the donations referenced below.

INFORMATION:

During the past months the following donations were received:

Forest Grove Elementary School

Kristen Dempsey

Wooden Owl Box (K. Dempsey 5th Grade)

Robert H. Down Elementary School

Brian Bingham

\$300.00 (CTE-Culinary)

Donna Ferraro

\$100.00 (CTE-Art)

Pacific Grove Middle School

Bright Funds

\$1,300.00 (unspecified)

Pacific Grove High School

None

Pacific Grove Community High School

None

Pacific Grove Adult School /Lighthouse Preschool &

Preschool Plus Co-op

None

Pacific Grove Unified School District

None

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

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

SUBJECT: Out of County or Overnight Activities

DATE: December 7, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

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

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
12/14/2023	UC Merced & SCU Stanislaus Merced & Turlock, CA	PGHS AVID Campus Tours	Charter Bus	\$ 5,800.00	AVID
12/16/2023	San Jose High School San Jose, CA	PGHS Wrestling Team Wrestling Tournament	District Van	\$ -	na
12/22/2023	Soquel High School Soquel, CA	PGHS Boys Basketball Team Non-League Game	School Bus	\$ 828.25	Athletics
1/6/2024	Watsonville High School Watsonville, CA	PGHS Wrestling Team Wrestling Tournament	District Van	\$ 375.00	Athletics
1/9/2024	Hollister High School Hollister, CA	PGHS Girls Basketball Team League Game	School Bus	\$ 915.00	Athletics
1/10/2024	Pajaro Valley High School Watsonville, CA	PGHS Wrestling Team Wrestling Meet	School Bus	\$ 790.00	Athletics
1/12/2024	St. Francis High School Watsonville, CA	PGHS Boys Basketball Team League Game	School Bus	\$ 712.25	Athletics
1/13/2024	Los Gatos High School Los Gatos, CA	PGHS Wrestling Team Wrestling Tournament	District Van	\$ -	na
1/13/2024	Albany High School Albany, CA	PGHS Wrestling Team Wrestling Tournament	District Van	\$ -	na
1/20/2024	Lynbrook High School San Jose, CA	PGHS Wrestling Team Wrestling Tournament	District Van	\$ 275.00	Athletics
1/22/2024	St. Francis High School Watsonville, CA	PGHS Boys Soccer Team League Game	School Bus	\$ 582.75	Athletics
1/24/2024	Anzar High School San Juan Bautista, CA	PGHS Boys Soccer Team League Game	School Bus	\$ 527.50	Athletics

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 12/14/2023 **Day of Activity:** THURSDAY

Activity Name/ Location: AVID:UC MERCED/CSU STANISLAUS **Address:** 5200 Lake Rd, Merced, CA 95343

City: MERCED, CA & TURLOCK, CA **County:** MERCED/STANISLAUS

School: Pacific Grove High School **Teacher/ Class or Club:** AVID **Grade:** 9, 10, 11, 12

School Departure Time: 7:30 a.m. **Pickup Time from Place of Activity:** 4:00 p.m.

Name(s) of Employee(s) Accompanying Students: MADELYN PORTELA / MOIRA MAHR / KYLE MOUNTAIN

Number of Adults: 3 **Number of Students:** 41
(Total Chaperones)

Description of Activity/ Educational Objective: UNIVERSITY CAMPUS TOURS - AVID

List All Stops: PACIFIC GROVE MIDDLE SCHOOL - UC MERCED - CSU STANISLAUS - PACIFIC GROVE MIDDLE SCHOOL

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. MEP (Teacher/Coach/Advisors Initials)

Means of Transportation: Charter
(Board Regulation 3541.1 requirements will be complied with when using private autos: MEP (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District _____
 Form-OCA-2 Personal Automobile Information is on file with the District _____
 Fingerprint clearance is on file with the District _____

Requested By: Madelyn Elizabeth Portela MADELYN ELIZABETH PORTELA **Date:** 11/09/2023
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M Garcia **Date:** 11/14/2023

Substitute Required: Yes **# of Days** 1 **Account Code (for sub):** _____

Cost of Activity: \$ 0 + **Cost of Transportation:** \$ 5600 + **Cost of Substitute:** \$ 250.00 = **Total Cost (Est):** \$ 5,850.00

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

Account Code: PGMS AVID Grant - Travel- 01-9005-0-1110-1000-5200-00-005-7310-0720

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 11/28/2023 **Transportation Available:** Yes

Transportation Type: () School Bus (x) Charter

Approved by Transportation Supervisor: _____ **Date:** _____

Approved by Assistant Superintendent: _____ **Date:** _____

Board Approval: _____ **Date of Board Approval:** _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 12/16/2023 Day of Activity: Saturday

Activity Name/ Location: Wrestling tourny @san jose high Address: 275 N 24th St

City: San Jose County: Santa Clara

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

School Departure Time: 6 a.m. Pickup Time from Place of Activity: 5 p.m.

Name(s) of Employee(s) Accompanying Students: Calvin Miller Brandon Rosa

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

Description of Activity/ Educational Objective: Varsity wrestling Tournament

List All Stops: San Jose High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials)
coaches driving listed above

Name(s) of Auto Drivers (subject to change): _____

(x) Form-OCA-1 Release of Driver Record Information is on file with the District on file

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

(x) Fingerprint clearance is on file with the District all employees

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

Administrative Approval/Principal: Lito M Garcia Date: 11/21/2023

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

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

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

Account Code: N/A

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 12/22/2023 Day of Activity: Tuesday
 Activity Name/ Location: Boys basketball @ Soquel Address: 401 Soquel san jose rd
 City: Soquel County: Santa CLara
 School: Pacific Grove High School Teacher/ Class or Club: Boys Basketball Grade: 9-12
 School Departure Time: 2 p.m. Pickup Time from Place of Activity: 8:30 p.m.
 Name(s) of Employee(s) Accompanying Students: Dan Powers John Watkins
 Number of Adults: 2 Number of Students: 28
 (Total Chaperones)
 Description of Activity/ Educational Objective: Boys basketball non-league game
 List All Stops: Soquel high school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
 (Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District
 Form-OCA-2 Personal Automobile Information is on file with the District
 Fingerprint clearance is on file with the District

Requested By: Chris Morgan Chris Morgan Date: 11/07/2023
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M Garcia Date: 11/28/2023

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

Cost of Activity: \$ 0 + Cost of Transportation: \$828.25 + Cost of Substitute: \$ _____ = Total Cost (Est): \$828.25

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

Account Code: Athletics

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 11/07/2023 Transportation Available: Yes
 Transportation Type: (x) School Bus () Charter
 Approved by Transportation Supervisor: Jon Anderson Date: 11/28/2023
 Approved by Assistant Superintendent: _____ Date: _____
 Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/6/2024 Day of Activity: Saturday

Activity Name/ Location: Wrestling @ Watsonville Address: 250 E Beach St

City: Watsonville County: Santa Cruz

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

School Departure Time: 6 a.m. Pickup Time from Place of Activity: 5 p.m.

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

Number of Adults: 3 Number of Students: 20

(Total Chaperones) Description of Activity/ Educational Objective: Wrestling Tournamnet

List All Stops: Watsonville High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____

(x) Form-OCA-1 Release of Driver Record Information is on file with the District on file

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

(x) Fingerprint clearance is on file with the District All Employees

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

Administrative Approval/Principal: Lito M Garcia Date: 11/15/2023

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

Cost of Activity: \$ 375 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 375.00

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

Account Code: Wells Fargo Athletics Department Fund - 1965169244/409 Wrestling team account

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/9/2024 Day of Activity: Tuesday
 Activity Name/ Location: Girls basketball @ Hollister Address: 1220 Monterey st
 City: Hollister County: San Benito
 School: Pacific Grove High School Teacher/ Class or Club: Girls basketball Grade: 9-12
 School Departure Time: 2 p.m. Pickup Time from Place of Activity: 8:30 p.m.
 Name(s) of Employee(s) Accompanying Students: marquis Pickrom Anthony Hannah
 Number of Adults: 2 Number of Students: 20
 (Total Chaperones)
 Description of Activity/ Educational Objective: Girls basketball league game
 List All Stops: Hollister High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
 (Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials)

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District _____
 Form-OCA-2 Personal Automobile Information is on file with the District _____
 Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 11/07/2023
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M Garcia Date: 11/28/2023

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

Cost of Activity: \$ 0 + Cost of Transportation: \$915.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$915.00

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

Account Code: Athletics

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 11/07/2023 Transportation Available: Yes
 Transportation Type: (x) School Bus () Charter
 Approved by Transportation Supervisor: Jon Anderson Date: 11/28/2023
 Approved by Assistant Superintendent: _____ Date: _____
 Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/10/2024 Day of Activity: Wednesday

Activity Name/ Location: Pajaro valley Dual meet Address: 500 Harkins Slough Rd

City: Watsonville County: Santa Cruz

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

School Departure Time: 2 p.m. Pickup Time from Place of Activity: 8 p.m.

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

Number of Adults: 3 Number of Students: 20
(Total Chaperones)

Description of Activity/ Educational Objective: Wrestling League Meet

List All Stops: Pajaro Valley High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District _____
 Form-OCA-2 Personal Automobile Information is on file with the District _____
 Fingerprint clearance is on file with the District _____

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

Administrative Approval/Principal: Lito M Garcia Date: 11/28/2023

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

Cost of Activity: \$ 0 + Cost of Transportation: \$790.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$790.00

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

Account Code: Athletics

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

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

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 11/28/2023

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/12/2024 Day of Activity: Friday

Activity Name/ Location: Boys BASKETBALL @ St.Francis Address: 2400 E.lake Blvd

City: Watsonville County: Santa Cruz

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

School Departure Time: 2 p.m. Pickup Time from Place of Activity: 8:30 p.m.

Name(s) of Employee(s) Accompanying Students: Dan Powers John Watkins

Number of Adults: 2 Number of Students: 28
(Total Chaperones)

Description of Activity/ Educational Objective: Boys League basketball game

List All Stops: St.Francis High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District _____
 Form-OCA-2 Personal Automobile Information is on file with the District _____
 Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 11/07/2023
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M Garcia Date: 11/28/2023

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

Cost of Activity: \$ 0 + Cost of Transportation: \$712.25 + Cost of Substitute: \$ _____ = Total Cost (Est): \$712.25

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

Account Code: Wells Fargo Athletic Department Fund - 1965169244/408 Boys Basketball account

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 11/07/2023 Transportation Available: Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 11/28/2023

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/13/2024 Day of Activity: Saturday
 Activity Name/ Location: Wrestling @ Los gatos High Address: 20 High School Ct
 City: Los Gatos County: Santa Clara
 School: Pacific Grove High School Teacher/ Class or Club: JV wrestling Grade: 9-11
 School Departure Time: 6 a.m. Pickup Time from Place of Activity: 5 p.m.
 Name(s) of Employee(s) Accompanying Students: Calvin Miller Brandon Rosa
 Number of Adults: 2 Number of Students: 12
 (Total Chaperones)
 Description of Activity/ Educational Objective: JV wrestling tournzment
 List All Stops: Los Gatos High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: District Van
 (Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials)

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District on file
 Form-OCA-2 Personal Automobile Information is on file with the District on file
 Fingerprint clearance is on file with the District all employees

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

Administrative Approval/Principal: Lito M Garcia Date: 11/21/2023

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

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

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

Account Code: N/A

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____
 Transportation Type: () School Bus () Charter
 Approved by Transportation Supervisor: _____ Date: _____
 Approved by Assistant Superintendent: _____ Date: _____
 Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/13/2024 Day of Activity: Saturday

Activity Name/ Location: Wrestling @ Albany Address: 603 Key Rte Blvd

City: Albany County: Alameda

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

School Departure Time: 6 a.m. Pickup Time from Place of Activity: 5 p.m.

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

Number of Adults: 2 Number of Students: 15
(Total Chaperones)

Description of Activity/ Educational Objective: Varsity wrestling tournament

List All Stops: Albany High School

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District on file
 Form-OCA-2 Personal Automobile Information is on file with the District on file
 Fingerprint clearance is on file with the District all employees

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

Administrative Approval/Principal: Lito M Garcia Date: 11/21/2023

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

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

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

Account Code: N/A

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/20/2024 **Day of Activity:** Saturday

Activity Name/ Location: Lynbrook High school **Address:** 1280 Johnson Ave

City: San Jose **County:** Santa Clara

School: Pacific Grove High School **Teacher/ Class or Club:** JV Wrestling **Grade:** 9-11

School Departure Time: 6 a.m. **Pickup Time from Place of Activity:** 5 p.m.

Name(s) of Employee(s) Accompanying Students: Calvin Miller Brandon Rosa

Number of Adults: 2 **Number of Students:** 15
(Total Chaperones)

Description of Activity/ Educational Objective: JV wrestling tournament

List All Stops: Lynbrook High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District on file
 Form-OCA-2 Personal Automobile Information is on file with the District on file
 Fingerprint clearance is on file with the District on file

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

Administrative Approval/Principal: Lito M Garcia **Date:** 11/21/2023

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

Cost of Activity: \$ 275 + **Cost of Transportation:** \$ 0 + **Cost of Substitute:** \$ _____ = **Total Cost (Est):** \$ 275.00

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

Account Code: Wells Fargo Athletic Department Fund - 1965169244/409 Wrestling

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ **Transportation Available:** _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ **Date:** _____

Approved by Assistant Superintendent: _____ **Date:** _____

Board Approval: _____ **Date of Board Approval:** _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/22/2024 **Day of Activity:** Monday

Activity Name/ Location: Boys soccer @ St. Francis **Address:** 2400 E Lake ave

City: Watsonville **County:** Santa Cruz

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

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

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

Number of Adults: 2 **Number of Students:** 21
(Total Chaperones)

Description of Activity/ Educational Objective: League soccer game

List All Stops: St. Francis High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District _____
 Form-OCA-2 Personal Automobile Information is on file with the District _____
 Fingerprint clearance is on file with the District _____

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

Administrative Approval/Principal: Lito M Garcia **Date:** 11/28/2023

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

Cost of Activity: \$ 0 + **Cost of Transportation:** \$ 582.75 + **Cost of Substitute:** \$ _____ = **Total Cost (Est):** \$ 582.75

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

Account Code: Athletics

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

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

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson **Date:** 11/28/2023

Approved by Assistant Superintendent: _____ **Date:** _____

Board Approval: _____ **Date of Board Approval:** _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 1/24/2024 **Day of Activity:** Wednesday

Activity Name/ Location: Boys soccer @ Anzar **Address:** 2000 San Juan Hwy

City: San Juan Bautista **County:** San Benito

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

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

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

Number of Adults: 2 **Number of Students:** 21
(Total Chaperones)

Description of Activity/ Educational Objective: Varsity boys soccer league game

List All Stops: Anzar High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cn (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District
 Form-OCA-2 Personal Automobile Information is on file with the District
 Fingerprint clearance is on file with the District

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

Administrative Approval/Principal: Lito M Garcia **Date:** 11/28/2023

Substitute Required: No **# of Days** _____ **Account Code (for sub):** _____
Cost of Activity: \$ 0 + **Cost of Transportation:** \$ 527.50 + **Cost of Substitute:** \$ _____ = **Total Cost (Est):** \$ 527.50
Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Athletics
Account Code: 01-0000-0-1176-4200-5710-00-006-8000-0720

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

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

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson **Date:** 11/28/2023

Approved by Assistant Superintendent: _____ **Date:** _____

Board Approval: _____ **Date of Board Approval:** _____

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

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

SUBJECT: Ratification of Out of County or Overnight Activities

DATE: December 7, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board ratify and approve the Out of County requests as presented.

BACKGROUND:

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

INFORMATION:

The attached identifies two Out of County trips for the PGHS Wrestling team to compete in tournaments.

FISCAL IMPACT:

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

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

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
12/2/2023	Harbor High School Santa Cruz, CA	PGHS Wrestling Team Wrestling Tournament	District Van	\$ 275.00	Athletics
12/2/2023	Half Moon Bay High School Half Moon Bay, CA	PGHS Wrestling Team Wrestling Tournament	District Van	\$ -	na

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 12/2/2023 Day of Activity: Saturday
 Activity Name/ Location: Wrestling @ Harbor High school Address: 300 La Fonda Ave
 City: Santa Cruz County: Santa Cruz
 School: Pacific Grove High School Teacher/ Class or Club: Varsity Wrestling Grade: 9-12
 School Departure Time: 8 a.m. Pickup Time from Place of Activity: 5 p.m.
 Name(s) of Employee(s) Accompanying Students: Calvin Miller Brandon Rosa Travis Selfridge
 Number of Adults: 3 Number of Students: 20
 (Total Chaperones)
 Description of Activity/ Educational Objective: Varsity Wrestling Tournament
 List All Stops: Harbor High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: District Van
 (Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District on file
 Form-OCA-2 Personal Automobile Information is on file with the District on file
 Fingerprint clearance is on file with the District All employees

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

Administrative Approval/Principal: Lito M Garcia Date: 11/21/2023

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

Cost of Activity: \$ 275 + Cost of Transportation: \$ _____ + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 275.00

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

Account Code: Wells Fargo Athletic Department Fund - 1965169244.409 Wrestling team account

 TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 12/2/2023 **Day of Activity:** Saturday

Activity Name/ Location: Wrestling @ Half Moon BAY **Address:** 1 Lewis Foster Dr

City: Half Moon Bay **County:** San MAteo

School: Pacific Grove High School **Teacher/ Class or Club:** Var. Wrestling team **Grade:** 9-12

School Departure Time: 8 a.m. **Pickup Time from Place of Activity:** 5 p.m.

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

Number of Adults: 3 **Number of Students:** 20
(Total Chaperones)

Description of Activity/ Educational Objective: Varstiy Wrestling Tournament

List All Stops: Half Moon Bay High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: District Van
(Board Regulation 3541.1 requirements will be complied with when using private autos: CM (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District on file
 Form-OCA-2 Personal Automobile Information is on file with the District on file
 Fingerprint clearance is on file with the District All employees

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

Administrative Approval/Principal: Lito M Garcia **Date:** 11/21/2023

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

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

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

Account Code: N/A

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ **Transportation Available:** _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ **Date:** _____

Approved by Assistant Superintendent: _____ **Date:** _____

Board Approval: _____ **Date of Board Approval:** _____

- 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: Request for Board Approval for off campus activity for Pacific Grove Middle School AVID class.

DATE: November 21, 2023

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the off campus activity for the Pacific Grove Middle Schools Avid classes to visit UC Merced and UC Stanislaus.

BACKGROUND:

The AVID program helps students to prepare for college and therefore when students make visits to college campus helps student envision what colleges look like.

INFORMATION:

The Field trip slated for December 14th 2023 will depart PG Middle School at 7:30am. The students and the chaperones will tour two different university campuses.

FISCAL IMPACT:

The Field trip will require a charter bus for transporting 50 students and 4 adults.

- 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: Equipment to be Discarded

DATE: December 7, 2023

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the discard of out of service/broken risers.

BACKGROUND:

4 broken/out of service stage risers need to be discarded.

INFORMATION:

Broken stage risers that pose a safety hazard need to be discarded.

FISCAL IMPACT:

None

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

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

SUBJECT: Pacific Grove Middle School Mural Agreement

DATE: December 7, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Bryan Gage.

BACKGROUND:

At the November 16, 2023, Board Meeting the board unanimously approved the painting of two murals at the PG Middle School Gymnasium.

INFORMATION:

The murals will consist of the breaker wave painted at one end of the gymnasium with the word “Breakers” Prominently displayed. While the opposite end of the gymnasium will be embellished with a beautiful lighthouse and the Breakers team anthem “PG Will Shine Tonight”.

FISCAL IMPACT:

The costs associated with the proposed mural will be minimal to the District. There will be some wall patching and preparation work which should not exceed \$2000.00. The PGMS PTSA will perform fundraising activities to fund the cost associated with the painting of the murals, which is \$4,100.00.



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

CONSULTANT Bryan Gage

SITE/DEPARTMENT PG Middle School/Maintenance, Operations & Transportation

SUBMITTED BY Jon Anderson

FUNDING SOURCE Pacific Grove Middle School PTSA

AGREEMENT TOTAL AMOUNT Four Thousand One Hundred Dollars and no cents (\$4,100.00)

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 Bryan Gage ("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 **an independent artist**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **The painting of two murals in the Pacific Grove Middle School gymnasium.**
2. **Term.** Consultant shall commence providing services under this Agreement on **12/22/2023**, and will diligently perform as required and complete performance by **1/31/2024**.
3. **Compensation.** Pacific Grove Middle School Parent Teacher Student Association (PTSA) agrees to pay **Four Thousand One Hundred Dollars and no cents (\$4,100.00)** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Four Thousand One Hundred Dollars and no cents (\$4,100.00)** during the term of this Agreement. PTSA 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: Bryan Gage
Address: 422 Earl St.
City/State/Zip: Alexandria, VA 22314
Business Phone: (831) 220-5142
Email (Optional): 2artist.gage@gmail.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Joshua Jorn

Name: _____

Title: Assistant Superintendent

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Forest Grove Elementary Mural Agreement

DATE: December 7, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for service with Kim Kasner Stone.

BACKGROUND:

At the November 16, 2023 Board Meeting the board unanimously approved the painting of a mural on the Forest Grove Elementary School storage container.

INFORMATION:

The mural is an excellent way to turn this otherwise unsightly object into an educational work of art. The mural will depict the flora, fauna, and creatures of our local Pacific Grove environment. Including the Monarch butterfly, caterpillar & chrysalis, California tiger salamander, California sister butterfly, snail, ladybug, Pacific treefrog, mushrooms, moss, grass blades with sparkling dew.

FISCAL IMPACT:

The Storage Container was recently pressure washed and painted for the sum of \$1,500.00. This cost is attributed to normal preventative maintenance. However, the new paint serves as base for the mural. The Forest Grove Middle School PTA will fund the painting of the mural, which is \$800.00.



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

CONSULTANT Kim Kasner Stone

SITE/DEPARTMENT Forest Grove Elementary/Maintenance, Operations & Transportation

SUBMITTED BY Jon Anderson

FUNDING SOURCE Forest Grove Elementary School PTA

AGREEMENT TOTAL AMOUNT Eight Hundred Dollars and no cents (\$800.00)

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Kim Kasner Stone** ("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 **an independent artist**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **The painting of a mural on the Forest Grove Elementary School Storage Container**.
2. **Term.** Consultant shall commence providing services under this Agreement on **12/22/2023**, and will diligently perform as required and complete performance by **1/31/2024**.
3. **Compensation.** Pacific Grove Middle School Parent Teacher Student Association (PTSA) agrees to pay **Eight Hundred Dollars and no cents (\$800.00)** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Eight Hundred Dollars and no cents (\$800.00)** during the term of this Agreement. PTSA 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: Kim Kasner Stone
Address: 946 Walnut St.
City/State/Zip: Pacific Grove, CA 93950
Business Phone: (415)271-5784
Email (Optional): ms.kim.masner.@gmail.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

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

W-9 Form

24. **Type of Business Entity:**

Corporation, State

Individual

Partnership

Limited Liability Company

Sole Proprietorship

Limited Partnership

Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: Joshua Jorn

Title: Assistant Superintendent

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

- 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 the National Coalition Building Institute – Monterey Chapter

DATE: December 7, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with the National Coalition Building Institute to provide one three-hour cultural proficiency professional development sessions to the Pacific Grove Unified School District Board of Trustees.

BACKGROUND:

As part of its Cultural Proficiency plan, PGUSD is providing staff with professional development related to the five elements of cultural proficiency. This training offered by NCBI is intended to allow our Trustees to experience the same training that is being shared with PGUSD staff.

INFORMATION:

NCBI describes the training that will be provided to Trustees as follows:

Participants will explore DEI concepts and practice inclusive skills and strategies through self-exploration, small pair work, large group exercises, and walkthroughs of real life school environment scenarios and supporter/community concerns. This workshop will take into consideration any previous DEI training the board members have received to build upon that knowledge and skill set. Board members will have the opportunity to unpack their role in implementing DEI, belonging, and student safety across the district. Participants will learn about the unique history of race and equity within Monterey County, past and present laws, policies, and practices that cause inequities for different identity communities in the county, and how changing demographics, urban development, and media coverage of current events have created some of the identity related issues we see in the district today. Participants will work towards identifying the most pressing DEI issues affecting the district and ways to begin addressing the issues from the positionality of board members.

FISCAL IMPACT:

The contract is for the 2023-2024 school year. The \$2,340 cost will be paid out of the curriculum department’s professional development budget.

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

CONSULTANT National Coalition Building Institute of Monterey County

SITE/DEPARTMENT Curriculum Department

SUBMITTED BY Buck Roggeman

FUNDING SOURCE Curriculum Professional Development Budget

AGREEMENT TOTAL AMOUNT \$2,340

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 National Coalition Building Institute of Monterey County ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **professional development provider**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **one three-hour workshop for the PGUSD Board of trustees**.
2. **Term.** Consultant shall commence providing services under this Agreement on **12/7/2023**, and will diligently perform as required and complete performance by **6/30/2024**.
3. **Compensation.** District agrees to pay **\$2,340** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$2,340** 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
Monterey County

435 Hillcrest Avenue

Pacific Grove, CA 93950

ATTENTION: Joshua Jorn

Assistant Superintendent/CBO

Name: National Coalition Building Institute of

Address: PO Box 388

City/State/Zip: Pacific Grove, CA 93950

Business Phone: 831-231-4052

Email (Optional): [Company E-mail]

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: Buck Roggeman

Name: _____

Title: Director

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: Public Hearing of the Pacific Grove Unified School District’s Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations with California School Employees Association (CSEA), 2023-2024

DATE: December 7, 2023

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

RECOMMENDATION:

The Administration recommends that the Board hold a public hearing of the Pacific Grove Unified School District’s Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations with California School Employees Association for 2023-2024. [A copy of the sunshine list was posted at each school site five business days prior to the Board meeting.]

INFORMATION:

In accordance with Government Code Section 3547, the Board of Trustees intends to begin the collective bargaining process for a successor agreement with the California School Employees Association (CSEA) Chapter #229 in accordance with the following guidelines:

1. All initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and, thereafter, shall be public records.
2. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.
3. After the public has had the opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt its initial proposal.

This item is scheduled to permit the public an opportunity to address the Board on this topic.

FISCAL IMPACT:

To be determined pending the outcome of negotiations.



PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue, Pacific Grove, CA 93950 (831) 646-6509

PUBLIC HEARING NOTICE

At the At the Board of Education meeting to be held at 6:30 p.m. on Thursday, December 7, 2023 (In Person and Virtual- see www.pgusd.org for the virtual link), a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Pacific Grove Unified School District's Initial Sunshine Proposal regarding Collective Bargaining Agreement Negotiations with California School Employees Association (CSEA), 2023-2024

Pacific Grove Unified School District has submitted its initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and California School Employees Association, Chapter #229. Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Unified School District's Initial Proposal for Negotiations with the California School Employees Association for the 2023-24 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

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

1. Article 5 – Leaves
2. Article 7 – Holidays
3. Article 8 - Promotions and Transfers
4. Article 11 – Layoff/Changes in Assigned Time
5. Article 18 - Before and After School Recreation Program
6. Appendix A – Job Titles
7. Appendix K – Holiday Schedule

PGUSD reserves the right to open any other article during the bargaining process.

Posted: December 1, 2023 at the PGUSD District Office and school site



**PGUSD Sunshine List for negotiation with the California School Employees
Association (“CSEA”) Chapter #229
2023-2024**

1. Article 5 – Leaves
2. Article 7 – Holidays
3. Article 8 - Promotions and Transfers
4. Article 11 – Layoff/Changes in Assigned Time
5. Article 18 - Before and After School Recreation Program
6. Appendix A – Job Titles
7. Appendix K – Holiday Schedule

PGUSD reserves the right to open any other article during the course of the bargaining process.

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

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

SUBJECT: Approval of the Pacific Grove Unified School District’s Initial Sunshine Proposal regarding Collective Bargaining Agreement Negotiations with California School Employees Association (CSEA), 2023-2024

DATE: December 7, 2023

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

RECOMMENDATION:

The Administration recommends that the Board review and approve the District's Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations with the California School Employees Association (CSEA) for 2023-2024. [A copy of the sunshine list was posted at each school site five business days prior to the Board meeting.]

INFORMATION:

In accordance with Government Code Section 3547, the Board of Trustees intends to begin the collective bargaining process for a successor agreement with the California School Employees Association (CSEA) Chapter #229 in accordance with the following guidelines:

1. All initial contract proposals of the Board and an employee organization which relate to matters within the scope of representation shall be presented at a public Board meeting and shall thereafter be public records.
2. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has the opportunity to express itself regarding the proposal at a public Board meeting.
3. After the public has had the opportunity to express itself, the Board shall, at a meeting which is open to the public, adopt its initial proposal.

This item is scheduled to permit the public an opportunity to address the Board on this topic and to adopt the proposal.

FISCAL IMPACT:

To be determined pending the outcome of negotiations.

- 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: Public Hearing of California School Employees Association’s (CSEA) Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations, 2023-2024

DATE: December 7, 2023

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

RECOMMENDATION:

The Administration recommends that the Board hold a public hearing on the California School Employees Association’s (CSEA) initial sunshine proposal regarding Collective Bargaining Agreement Negotiations for 2023-2024. [A copy of the sunshine list was posted at each school site five business days prior to the Board meeting.]

INFORMATION:

In accordance with Government Code Section 3547, the Board of Trustees intends to begin the collective bargaining process for a successor agreement with the California School Employees Association (CSEA) Chapter #229 in accordance with the following guidelines:

1. All initial contract proposals of the Board and an employee organization which relate to matters within the scope of representation shall be presented at a public Board meeting and shall thereafter be public records.
2. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has the opportunity to express itself regarding the proposal at a public Board meeting.
3. After the public has had the opportunity to express itself, the Board shall, at a meeting which is open to the public, adopt its initial proposal.

This item is scheduled to permit the public an opportunity to comment on this topic.

FISCAL IMPACT:

To be determined pending the outcome of negotiations



PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue, Pacific Grove, CA 93950 (831) 646-6509

PUBLIC HEARING NOTICE

At the At the Board of Education meeting to be held at 6:30 p.m. on Thursday, December 7, 2023 (In Person and Virtual- see www.pgusd.org for the virtual link), a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

California School Employees Association's (CSEA) Initial Sunshine Proposals regarding Collective Bargaining Agreement Negotiations, 2023-2024

The California School Employees Association, Chapter #229, has submitted its initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association. Government Code Section 3457 provides the basis and procedures for the recognition of the California School Employees Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2023-24 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The California School Employees Association, Chapter #229 is proposing to negotiate the following sections of the Collective Bargaining Agreement:

1. Article I – General Provisions of the Agreement
2. Article II – Wages
3. Article III – Health and Welfare Benefits
4. Appendix B – Classified Salary Schedule
5. Miscellaneous – Revision of appendices and clean-up of obsolete language or typographical errors in the contract.

CSEA reserves the right to open any other article during the bargaining process.

Posted: December 1, 2023 at the PGUSD District Office and school sites.

November 20, 2023

Linda Adamson, Ed.D., Superintendent
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

Re: CSEA’s Initial Proposal for 2023-2026 Successor Negotiations

Dear Dr. Adamson:

The California School Employees Association and its Chapter 229 Pacific Grove (“CSEA”) submits its initial proposal for successor negotiations for 2023-2026 in accordance with Section 3547 of the Government Code and pursuant to the current collective bargaining agreement. This letter is intended to satisfy the public notice requirement.

CSEA respectfully submits the following bargaining proposals:

Article I – GENERAL PROVISIONS OF THE AGREEMENT

CSEA has an interest in negotiating a new three-year term from July 1, 2023, through June 30, 2026. CSEA also has an interest in updating Section D, Organizational Rights, to address new employee orientations to comply with AB 119.

Article II – WAGES

CSEA has an interest in negotiating a fair and equitable salary increase for its bargaining unit members. CSEA also has an interest in negotiating the impacts of increases to the state minimum wage on the Classified Salary Schedule. CSEA also has an interest in negotiating compensation during emergency closures and contract language related to the California School Employees Summer Assistance Program (EC 45500).

Article III – HEALTH AND WELFARE BENEFITS

CSEA has an interest in negotiating fair, equitable, and competitive health and welfare benefits packages for its bargaining unit members.

Appendix B – CLASSIFIED SALARY SCHEDULE

CSEA has an interest in revising and reformatting the Classified Salary Schedule.

Miscellaneous

CSEA has an interest in revising any appendices to the Parties’ collective bargaining agreement necessitated by any negotiated changes during these successor contract negotiations and the clean-up of any obsolete language or typographical errors in the contract.

CSEA also reserves the right to open any other article of the contract during these successor negotiations.

Respectfully submitted,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Leslie Ternullo
Chapter President

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

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

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

DATE: December 7, 2023

PERSON RESPONSIBLE: Joshua Jorn Assistant Superintendent for Business Services

RECOMMENDATION:

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

BACKGROUND:

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

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

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

The contract includes:

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

FISCAL IMPACT:

Fund 21, Building Fund \$105,000

October 27, 2023

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

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

Dear Mr. Jorn,

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

Sincerely,



Dale Scott, President

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

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

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

- a. **Voter Survey Research.** If so requested, design and draft a random survey of registered voters of the District, incorporating comments from the District, coordinating the gathering of data, and analyzing and presenting the results to the District. Specific information will include:
 - Overall performance of district
 - Quality of education
 - Quality of district facilities
 - Perceived need for a bond issue
 - Need for the funding of specific projects
 - Willingness to raise taxes for bond

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

c. **Bond Issuance Services.**

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

II. **Limitations on Services.**

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

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

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

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

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

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

V. Additional Matters.

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

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

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

Dale Scott & Company, Inc.

Pacific Grove Unified School District

By:

Accepted:



Dale Scott, President

Title:

Date:

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

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

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

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

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

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

SUBJECT: PGUSD Teacher Tech Lead Stipend Memorandum of Understanding

DATE: December 7, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve this memorandum of understanding between the Pacific Grove Teachers Association (PGTA) and Pacific Grove Unified School District (PGUSD) to increase the Teacher Tech Lead stipend to \$1,000 for 2023-2024.

BACKGROUND:

Before any stipend amount is changed, the terms must first be negotiated between the PGTA and PGUSD. The two groups have negotiated an increase in the annual PGUSD Teacher Tech Lead stipend amount from \$800 to \$1,000 per year.

INFORMATION:

Pacific Grove Unified School District negotiators proposed an increase in the Teacher Tech Lead stipend from \$800/year to \$1,000/year to coincide with the amount budgeted in the PGUSD Ed Tech Plan. This memorandum of understanding increases the amount for 2023-2024; however, more negotiating between PGUSD and PGTA needs to occur before the increase becomes part of the stipend list in the collective bargaining agreement. Both sides agree that the stipend should be increased for 2023-2024.

FISCAL IMPACT:

Each school has one Teacher Tech Lead position that will be paid \$1,000 for 2023-2024 for a combined cost of \$4,000.

Source: Unrestricted General Fund

- 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 Middle School Robotics/RoV Coach Memorandum of Understanding

DATE: December 7, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve this memorandum of understanding between the Pacific Grove Teachers Association (PGTA) and Pacific Grove Unified School District (PGUSD) to establish a Pacific Grove Middle School Robotics/RoV Coach stipend.

BACKGROUND:

All stipends must be negotiated between the PGTA and PGUSD. This stipend would establish Pacific Grove Robotics/RoV Coaching stipend in 2023-2024 and make the position a permanent part of the collective bargaining agreement.

INFORMATION:

The District recognized a need for a middle school robotics coach based on the popularity of the program. Through the negotiations process, a PGMS Robotics/RoV Coaching stipend will be established that is commensurate with other coaching stipends at PGMS. This memorandum of understanding expires on June 30, 2023, at which point the position will be added permanently on the collective bargaining agreement stipend list.

FISCAL IMPACT:

The PGMS Robotics/RoV Coach will be paid \$2,156, \$2,243, or \$2,336 depending on placement on the stipend schedule.

Source: Unrestricted General Fund

- | | |
|--|---|
| <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 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: Complaint Concerning Instructional Materials Appeal

DATE: December 7, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board hear and deny the appeal to the complaint concerning instructional materials.

BACKGROUND:

The District Board Policy 1312.2 notes the Board recognizes that staff are well qualified to consider complaints concerning instructional materials.

Complainants are advised to consider and accept the Superintendent or designee's decision as final.

The District also followed Board Policy and Administrative Regulation 1312.2 whereby the Board recognizes that the Superintendent or designee has the discretion to review and determine whether the complaint should be considered on an individual basis, or whether a review committee should be convened.

INFORMATION:

District Review of Challenged Curriculum by Committee

Pursuant to District Board Policy (“BP”) and Administrative Regulation (“AR”) 1312.2, the District convened a committee to review this book and the objections raised with respect to the use of profanity in the book. The Curriculum Review Committee (“Committee”) consisted of four teachers, two administrators, and two parents. All four teachers are employed at Pacific Grove High School and two of the teachers are in the English Department. Each committee member read the book before the meeting, and the Committee met for discussion and deliberations on September 18, 2023. The Committee was also provided with the Complainant's list of words included with the Complaint and a selection of articles discussing the book.

The Committee was convened to consider the following:

1. The educational philosophy of the District; and
2. The professional opinions of other teachers of the subject and of other competent authorities; and
3. The review of the materials by reputable bodies; and
4. The teacher's stated objectives in using the materials; and
5. The objections of the complainant

The Committee further found that:

1. The book is on the California Department of Education Recommended Literature List
2. The English department reviewed and approved the book
3. The English 2 syllabus, including the use of *Dear Martin*, was approved by the PGHS administration on behalf of PGUSD

The Committee determined that:

1. The challenged material supports the curriculum thoroughly as evidenced by the teaching objectives and the standards being taught.
2. The challenged material also supports the district's goal of supporting students in managing the dynamics of difference by allowing students to experience representations of different perspectives, discussions of equality, violence, internal conflict, confrontation, protest, discomfort, and the impact of stereotyping.
3. There was unanimous support that the material is appropriate for inclusion in the English 2 curriculum. *Dear Martin* supports the district's educational philosophy, including the mission statement and goals related to equity, inclusive curriculum, and cultural proficiency.
4. There was unanimous agreement that the material is appropriate for 10th grade students and above.
5. The value of the content in *Dear Martin* outweighs the potential harmful effects of the language identified in the complaint.
6. The Pacific Grove High School English Department and administration followed established procedures for approving the use of this novel which is on the California Department of Education Recommended Reading List.

Disposition of the Complaint

The Superintendent affirms that the District English Department and administration followed established procedures for the approval of this novel, which is on the California Department of Education Recommended Reading List, as supplementary instructional material for the English 2 course. The District will continue with the use of the book *Dear Martin*, by Nic Stone, as instructional material for the 10th Grade English 2 course, as adopted in accordance with District procedures and approved by the Board of Trustees.

Corrective Action(s)

Based on the findings above and the Committee's determination that the material supports the District's curricular goals and is appropriate for 10th Grade students, no corrective actions need to be taken. Additionally, due to the structure of the English 2 course with extensive class discussion of the assigned reading materials and the use of graded assignments related to the assigned reading, the assignment of alternative instructional material for a single student is not feasible for this course.

Accordingly, the District has not authorized the use of alternative instructional materials for this course.

Appeal Process

Pursuant to BP/AR 1312.2, if dissatisfied with the District's decision, Complainants have the right to appeal this decision to the District Board of Trustees. An appeal to the Board must be made **within 30 days** from receipt of this decision.

FISCAL IMPACT:

None

SUPERINTENDENT'S DECISION REGARDING COMPLAINT

Complainant Concerning Instructional Materials – English 2: Dear Martin

1. Nature of Complaint

A parent (“Complainant”) submitted an objection to the assignment of the book *Dear Martin*, by Nic Stone, in his son’s 10th Grade English course based on “pervasive vulgarity / profanity contained in the book.”

2. Specific Allegation(s)

Complainant states that the amount of profanity in the book “goes beyond what is acceptable. This language is not tolerable in public, printed newspapers, or even in motion pictures which would be rated R and inaccessible to students based solely on profanity.” Complainant also notes 70 references in the book of words to which he objects.

3. Remedy Requested

Complainant requests verification “that this specific book was properly vetted and adopted for use as curriculum,” and notes his disbelief that the Board read the book and adopted it as meeting the standard for approved curriculum. Based on Complainant’s follow up communication on September 5, 2023, it appears that Complainant would like his son to be provided an alternative assignment.

4. District Review of Challenged Curriculum

Pursuant to District Board Policy (“BP”) and Administrative Regulation (“AR”) 1312.2, the District convened a committee to review this book and the objections raised with respect to the use of profanity in the book. The Curriculum Review Committee (“Committee”) consisted of four teachers, two administrators, and two parents. All four teachers are employed at Pacific Grove High School and two of the teachers are in the English Department. Each committee member read the book before the meeting, and the Committee met for discussion and deliberations on September 18, 2023. The Committee was also provided Complainant’s list of words included with the Complaint and a selection of articles discussing the book.

In addition to the Complaint, the Committee considered the educational philosophy of the District, including the mission statement and goals related to equity, inclusive curriculum, and cultural proficiency; the professional opinions of teachers of the subject and other competent authority regarding curriculum; reviews of the book by reputable sources; and the teacher’s stated objectives in using the materials. In accordance with AR 1312.2, the Committee reviewed and evaluated the book pursuant to the following factors: the extent to which the challenged material supports the curriculum; the educational appropriateness of the material; and the suitability for the age level of the student.

The Committee submitted its report of the review of this book on September 19, 2023.

5. Findings

With respect to the use of the language Complainant objects to as vulgar or profane, the Committee found that:

- The language used in the book was necessary to establish a realistic portrayal of the characters in the novel.

SUPERINTENDENT'S DECISION REGARDING COMPLAINT

Complainant Concerning Instructional Materials – English 2: Dear Martin

- The language realistically depicts the intensity of the violent encounters in the book.
- The language used in more casual conversations between characters established a realistic setting and authentic character voice.
- Language use varies among social classes.
- The language used in *Dear Martin* is similar to the language many high school students use in casual conversation with their peers.
- The potential to discuss “code switching,” or changing our language use based on social context, is a valuable lesson for students.

However, the Committee recommends that the language denigrating the female characters in the book be discussed with students.

The Committee further found that:

- The book is on the California Department of Education Recommended Literature List.
- The English department reviewed and approved the book.
- The English 2 syllabus, including the use of *Dear Martin*, was approved by the PGHS administration on behalf of PGUSD.

The Committee determined:

- The challenged material supports the curriculum thoroughly as evidenced by the teaching objectives and the standards being taught.
- The challenged material also supports the district's goal of supporting students in managing the dynamics of difference by allowing students to experience representations of different perspectives, discussions of equality, violence, internal conflict, confrontation, protest, discomfort, and the impact of stereotyping.
- There was unanimous support that the material is appropriate for inclusion in the English 2 curriculum. *Dear Martin* supports the district's educational philosophy, including the mission statement and goals related to equity, inclusive curriculum, and cultural proficiency.
- There was unanimous agreement that the material is appropriate for 10th grade students and above.
- The value of the content in *Dear Martin* outweighs the potential harmful effects of the language identified in the complaint.
- The Pacific Grove High School English Department and administration followed established procedures for approving the use of this novel which is on the California Department of Education Recommended Reading List.

After a thorough review of the Committee's report and the related resources considered by the Committee, I find that:

- The language used in the book was necessary to establish a realistic portrayal of the characters and settings in the novel and the discussion of its use has educational value.
- The challenged material supports the curriculum and the district's educational philosophy, including the mission statement and goals related to equity, inclusive curriculum, and cultural proficiency.
- The material is suitable for 10th grade students and above and appropriate for inclusion in the English 2 curriculum.
- The District English Department and administration followed established procedures for the approval of this novel, which is on the California Department of Education

SUPERINTENDENT'S DECISION REGARDING COMPLAINT

Complainant Concerning Instructional Materials – English 2: Dear Martin

Recommended Reading List, as supplementary instructional material for the English 2 course.

- The value of the content in *Dear Martin* outweighs the potential harmful effects of the language identified in the complaint.

I further support the Committee's recommendation that the language denigrating the female characters in the book be discussed with students.

6. Disposition of the Complaint

I affirm that the District English Department and administration followed established procedures for the approval of this novel, which is on the California Department of Education Recommended Reading List, as supplementary instructional material for the English 2 course. The District will continue with the use of the book *Dear Martin*, by Nic Stone, as instructional material for the 10th Grade English 2 course, as adopted in accordance with District procedures and approved by the Board of Trustees.

7. Corrective Action(s)

Based on the findings above and the Committee's determination that the material supports the District's curricular goals and is appropriate for 10th Grade students, no corrective actions need to be taken. Additionally, due to the structure of the English 2 course with extensive class discussion of the assigned reading materials and the use of graded assignments related to the assigned reading, the assignment of alternative instructional material for a single student is not feasible for this course. Accordingly, the District has not authorized the use of alternative instructional materials for this course.

8. Appeal Process

Pursuant to BP/AR 1312.2, if dissatisfied with the District's decision, Complainants have the right to appeal this decision to the District Board of Trustees. An appeal to the Board must be made **within 30 days** from receipt of this decision.

DATE: September 22, 2023



Joshua R. Jorn,
Interim Superintendent

EXHIBITS

1. Complaint filed September 5, 2023
2. BP/AR 1312.2
3. PGUSD Curriculum Review Committee Report, dated September 19, 2023

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

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

SUBJECT: Approval of Measure A (Ed Tech Bond) Education Technology Expenditures

DATE: December 7, 2023

PERSON(S) RESPONSIBLE: Matthew Binder, Director of Educational Technology, Louis Algaze, Director of Technology Systems

RECOMMENDATION:

The District Administration recommends that the Board review and approve the current - January/February, 2024 Measure A - Education Technology Bond expenditures.

BACKGROUND:

On November 4, 2014, the voters of the City of Pacific Grove and those of the Pacific Grove Unified School District approved an \$18 million General Obligation Bond to be used for Education Technology. Each property may be charged a maximum of \$17.96 per \$100,000 of assessed valuation over 18 years. Measure A was approved by voters with 59.79% of the vote. Funds from the Measure A Ed Tech Bond are intended to pay technology improvements and implementation including:

- Increasing student access to computer technology for both face-to-face/classroom-based instruction and to support remote/distance learning
- Upgrading instructional hardware and educational software/digital curriculum
- Supporting the implementation of a multiyear, district-wide educational technology plan
- Improving classroom and campus security systems and safety
- Implementing data and content management systems to improve student achievement monitoring, programmatic improvements, and other district operations

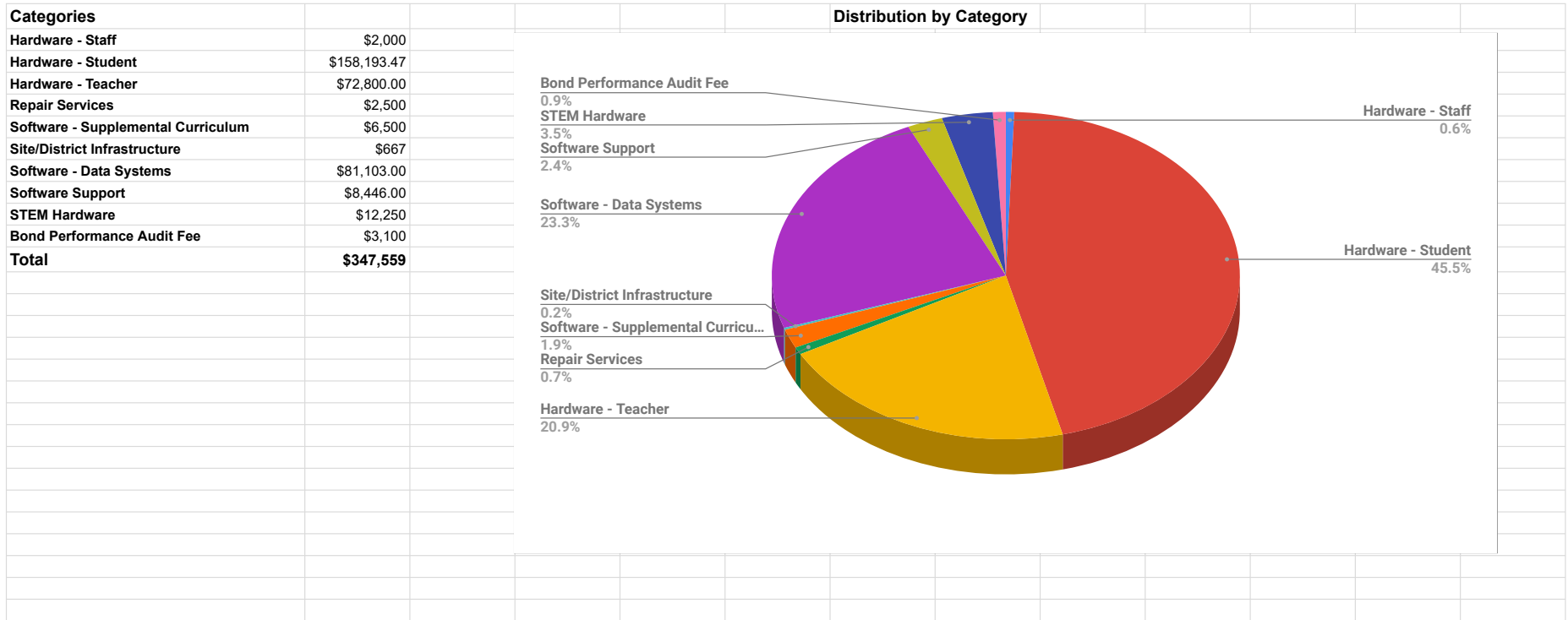
Bond funds are released in six separate series, approximately \$2 million every three years, over a period of 18 years. The first issuance, Series A, was released in the 2014-15 fiscal year. The district is currently working under the fourth series of Measure A funding – Series D. As the assessed valuations of the properties within the district’s attendance boundary increase or decreases, the maximum allowable funding for each series also increases or decreases.

INFORMATION:

Please see the attached spreadsheets – Finalized list of Measure A expenditures, as well as Categorical Distributions. Prices are estimated and may vary due to adjustments in shipping costs, product availability, and changes in vendor pricing.

FISCAL IMPACT:

\$347,559 of technology hardware, software, and/or services to be purchased using Fund 21 (Ed Tech Bond/Measure A) from the Series D issuance.



Measure A - Jan/Feb 2024 - Ed Tech Bond - Series D

Line #	Category	Item	Tech Type	Vendor	Purchase Year	Site(s)	EdTech Plan Connection: Outcome(s)	Quantity	Est. Cost per Unit Incl. Tax; S/H	Item Total
1	Hardware - Staff (HSF)	Dell Computer Hardware (Laptop & Monitors)	Staff Hardware	Dell	23/24	District Office	3b	1	\$2,000	\$2,000
2	Hardware - Students (HST)	Dell Chromebooks for RD Flex Lab	Classroom Hardware	Dell	23/24	RD	1a, 2d	30	\$667	\$20,000
3	Hardware - Students (HST)	Dell Student Chromebook Fleet Replacement (Remaining payment: 4 of 5)	Classroom Hardware	Dell	20/21	District (all)	2d	>>>>>>>>	>>>>>>>>	\$124,000
4	Hardware - Students (HST)	Tripp Lite 16 Port Chromebook Charging Cabinet	Classroom Hardware	Amazon	23/24	FG	1a, 2d	1	\$762	\$762
5	Hardware - Students (HST)	Replacement iPads for K-1	Classroom Hardware	Tech-To-School	23/24	RD	1c, 2d	45	\$256	\$11,500
6	Hardware - Students (HST)	iPads - Elementary School Robotics	Classroom Hardware	Tech-To-School	23/24	RD, FG	2d	4	\$354	\$1,416
7	Hardware - Students (HST)	iPad Cases	Classroom Hardware	Amazon	23/24	RD	2d	45	\$11	\$515
8	Hardware -Teacher (HT), Site/District Infrastructure (SDI)	Newline Q-Series Interactive Panels + Installation Services	Staff/Classroom Hardware	2ndGear, Amazon, MJ Communications Inc.	23/24	RD, FG, PGMS, PGHS, Preschool	2d	13	\$4,539	\$59,000
9	Hardware -Teacher (HT), Site/District Infrastructure (SDI)	Soundbars for Newline Q-Series Panels	Staff/Classroom Hardware	Amazon	23/24		2d	10	\$120	\$12,000
10	Hardware - Teacher (HT)	Solo Spark 2 Document Cameras for Newline Panels	Staff/Classroom Hardware	Keyboard Consultants	23/24	District (all)	2d	10	\$135	\$1,350
11	Hardware - Teacher (HT)	Wireless Keyboard + Trackpad	Staff/Classroom Hardware	Amazon	23/24	District (all)	2d	10	\$45	\$450
12	Site/District Infrastructure (SDI)	AMS Additional Switches for Phone System	Tech Infrastructure Services/Maint	AMS	23/24	District (all)	3b	>>>>>>>>	>>>>>>>>	\$250
13	Site/District Infrastructure (SDI)	Panel Wall Mount	Workspace Hardware	Amazon	23/24	District Office	3b	3	\$29	\$87
14	Site/District Infrastructure (SDI)	Nulodgic DBA GoGenuity	Tech Infrastructure Services/Maint	Nulodgic	23/24	District (all)	3b	>>>>>>>>	>>>>>>>>	\$330
15	Repair Services (RS)	MS Speaker System Repair Services	Tech Infrastructure Services/Maint	MJ Communications, Inc.	23/24	MS	3b	>>>>>>>>	>>>>>>>>	\$2,500
16	Software - Data System (SDS)	Google Cloud Platform & API's for Google Translate - Google Billing page	Business Software	Google	23/24	District (all)	3b	>>>>>>>>	>>>>>>>>	\$900
17	Software - Data Systems (SDS)	Catapult K12 Website and Mass Messaging Service (annual renewal)	Data, Communication, Content Management Software	Catapult K12	23/24	District (all)	3b	>>>>>>>>	>>>>>>>>	\$10,398
18	Software - Data Systems (SDS)	Synergy SIS, Assessments, Analytics (annual renewal)	Data, Communication, Content Management Software	Edupoint	23/24	District (all)	3b	>>>>>>>>	>>>>>>>>	\$40,000
19	Software - Data Systems (SDS)	Titan School Solutions Food Services (annual renewal)	Data, Communication, Content Management Software	Titan School Solutions	23/24		3b	>>>>>>>>	>>>>>>>>	\$3,745
20	Software - Data Systems (SDS)	Securly Chromebook Monitoring/Filtering Platform (annual renewal)	Data, Communication, Content Management Software	SHI	23/24	District (all)	2b	>>>>>>>>	>>>>>>>>	\$16,060
21	Software - Data Systems (SDS)	Frontline Central (annual renewal)	Business Software	Frontline	23/24	District (all)	3b	>>>>>>>>	>>>>>>>>	\$10,000
22	Software - Supplemental Curric (SSC)	Digital Safety Program - Content Platform (renewal)	Digital Safety Content/Curriculum Program	Media Leaders LLC	23/24	District (all)	1i, 1j	>>>>>>>>	\$4,500	\$4,500
23	Software - Supplemental Curric (SSC)	Sumdog Math (renewal)	Instructional Software	Sumdog	23/24	FG	2e	>>>>>>>>	\$2,000	\$2,000
24	Software Support (SS)	Edupoint - SIS Custom Report Project - Discipline	Data, Communication, Content Management Software	Edupoint	23/24	District (all)	2b	>>>>>>>>	>>>>>>>>	\$6,750
25	Software Support (SS)	VMWare Support - 1 Year (renewal)	Tech Infrastructure Services/Maint	AMS	23/24	District (all)	3c	>>>>>>>>	>>>>>>>>	\$696
26	Software Support (SS)	Frontline Google Single Sign-On (SSO) Setup Services - One Time	Business Software	Frontline	23/24	District (all)	2b	>>>>>>>>	>>>>>>>>	\$1,000
27	STEM Hardware (STEM)	LittleBits Makerspace Invention Wall	Classroom Hardware	Ozobot	23/24	FG, RD	1a	2	\$5,200	\$10,400
28	STEM Hardware (STEM)	Sphero RVR+ Multipack Robotics Kit	Classroom Hardware	Sphero	23/24	PGMS	1a	1	\$1,850	\$1,850
29	Bond Performance Audit Fee (BPAF)	Bond Audit Maintenance Fee	Services	Eide Bailly, Inc.	23/24	District (all)	n/a	>>>>>>>>	>>>>>>>>	\$3,100
Total:										\$347,559
Distribution by Category										
	Hardware - Staff (HSF)	\$2,000								
	Hardware - Student (HST)	\$158,193.47								
	Hardware - Teacher (HT)	\$72,800.00								
	Repair Services (RS)	\$2,500								
	Software - Supplemental Curriculum (SSC)	\$6,500								
	Site/District Infrastructure (SDI)	\$667								
	Software - Data Systems (SDS)	\$81,103.00								
	Software Support (SS)	\$8,446.00								
	STEM Hardware (STEM)	\$12,250								
	Bond Performance Audit Fee (BPAF)	\$3,100								
	Total	\$347,559								

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

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

SUBJECT: Board Calendar/Future Meetings

DATE: December 7, 2023

PERSON(S) RESPONSIBLE: Linda Adamson, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar August-December 2023

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

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

<p>Thursday, December 14 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Organizational Meeting</p> <ul style="list-style-type: none">✓ Election of 2023-24 Board President and Clerk✓ First Interim Report✓ PGHS Course Bulletin Action/Discussion✓ Williams Uniform Complaint Report✓ LCAP Update✓ Employee Recognition✓ CSBA Policy Update
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Board Meeting Calendar January-June 2024

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

<p>Thursday, January 11 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2024-25 ✓ Property Tax Update
<p>Thursday, January 25 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ CSBA Policy Update ✓ School Accountability Report Cards ✓ School Resource Officer Contract ✓ Resolution recognizing February as Black History Month ✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar
<p>Thursday, February 8 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Report on Governor’s Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2023-24 Audit Report ✓ Quarterly Facilities Project Updates* ✓ Resolution recognizing March as Women’s History Month
<p>Thursday, March 7 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Second Interim ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels
<p>Thursday, March 21 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Board Goals Study Session
<p>Thursday, April 4 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Quarterly District Safety Update (Superintendent Report) ✓ District Goals Update
<p>Thursday, April 18 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month
<p>Thursday, May 9 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Continue Superintendent Evaluation ✓ Board Goals for 2024-25 ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee

<p>Thursday, May 23 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Complete Superintendent’s Evaluation ✓ 2024-25 Board Goals ✓ Review Governor’s Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2024-25 Budget Public Hearing ✓ LCAP Public Hearing ✓ Resolution recognizing June as LGBTQ+ Month
<p>Thursday, June 6 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2024-25 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2024-25 ✓ Resolution recognizing Juneteenth

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

- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: ABM Building Solutions, LLC Presentation on District Efficiency Study

DATE: December 7, 2023

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

RECOMMENDATION:

District Administration recommends the Board receive the updated information by ABM Building Solutions, LLC for the results of the Final Master Development Agreement (MDA) prior to the contract being brought to the Board for action on January 11, 2024.

BACKGROUND:

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

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

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

INFORMATION:

The District Administration recommends the Board review the results of the Master Development Agreement (MDA) as presented and provide staff direction on the next phase of the program which includes an ABM Building Solutions, LLC Government Code 4217 Project Award in January 2024.



Pacific Grove Unified School District
Governing Board Presentation
Board of Trustees

CA Contracting Program GC §4217

Presented by:
ABM Building Solutions, LLC

CSLB #976012

Dec
07
2023



Key Team Members



Robert Lallement
Regional Account Manager



Brett Lichtenthaler
Regional Vice President



Kevin Wolfe, PE
Lead Project Developer



Derek Reichstein
Regional Director



Tony Roehrick, Ed.D.
Regional Account Manager

WHO WE ARE

PURPOSE

To take care of the people, spaces and places that are important to you

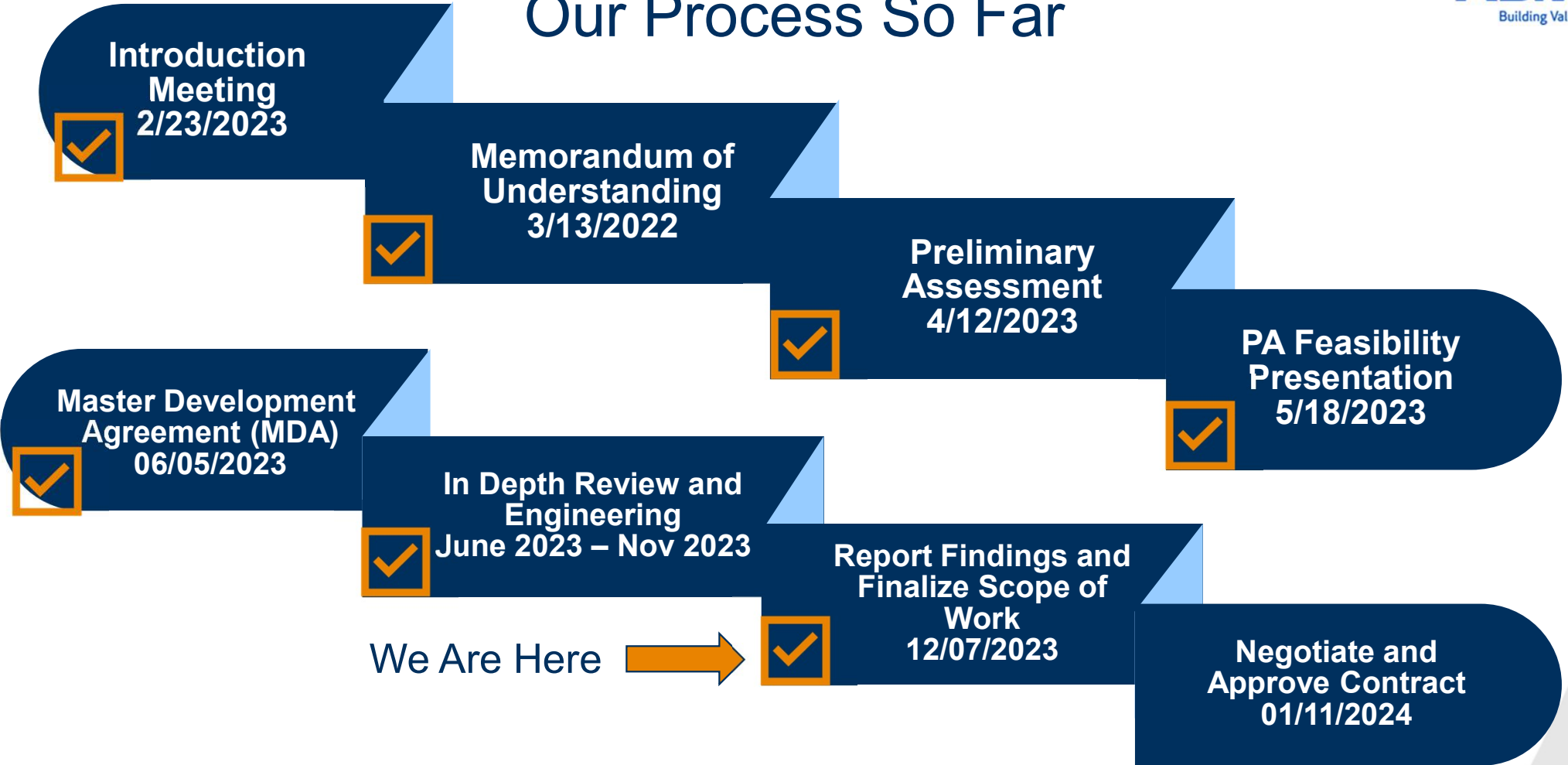
VISION

To be the clear choice in the industries we serve through engaged people

MISSION

To make a difference, every person, every day

Our Process So Far



HVAC/Mechanical Improvements

What we Developed/Designed:

- HVAC/Mechanical replacements to address Indoor Air Quality issues District Wide
- HVAC Building Automation Controls District Wide
- Boiler improvements for High School

What we included in Project Scope:

- All new units for Forest Grove Elementary
 - Add mixing boxes with actuators
 - Merv-13 Filters
 - Building Automation System via Pelican Wireless
- All new units for Robert Down Elementary K-Wing
 - Add units with both heating and cooling and improve ventilation
 - Building Automation System via Pelican Wireless



LED Lighting Improvements

What we Developed/Designed:

- LED Lighting upgrades throughout District
 - Building Interior
 - Building Exterior
 - Parking Lots
- Lighting Occupancy Sensors throughout District
- LED Lighting Upgrades for Stadium
 - New design to assist with Track
- Additional Lighting for Pool Area

What we included in Project Scope:

- All of the Above!



Building Envelope Improvements / Water Conservation Measures

What we Developed/Designed:

- Building Envelope improvements District Wide
- Domestic Plumbing improvements District Wide
- Irrigation System improvements District Wide
- Landscape improvements at 4 locations

What we included in Project Scope:

- Building Envelope District Wide
 - Door/Window Sealing
 - Door Sweeps & Astragals
 - Weather Stripping
 - Polyurethane Sealant
- Domestic Plumbing improvements District Wide
 - New Low-Flow Toilets
 - New Low-Flow Showerheads
 - Pre-Rinse Sprayers / Faucet Improvements



Energy Resiliency / Power Upgrades

What we Developed/Designed:

- Resiliency for Middle School IT System
- Electrical Panel Upgrade for High School

What we included in Project Scope:

- New Generator for Middle School
 - Generac Natural Gas Generator to keep IT Systems up during Power Shutoffs
 - Smart Management Module
 - Aluminum Enclosure
- New Electrical Service Panel for High School
 - New Main Electric Service Panel
 - Replacing Critical Infrastructure and adding NEMA3R Enclosure for protection



Measure & Scope Summary

What we Developed/Designed:

- HVAC/Mechanical replacements to address Indoor Air Quality issues
- Building Automation Controls
- LED Lighting Systems
- Building Envelope improvements
- Water Conservation measures
- Energy Resiliency
- Electric Service upgrades
- Appliance upgrades
- Xeriscaping

What we included in Project Scope:

- Replace all HVAC units for Forest Grove Elementary
- Replace all HVAC units for K-Wing at Robert Down Elementary with Heating and Cooling
- Pelican Wireless HVAC control system for all new units installed at FG and RD
- Install remaining LED Lighting District Wide
- New LED Lighting for HS Stadium
- Building Envelope improvements District Wide
- Domestic Plumbing improvements District Wide
- Generac Generator at Middle School for Resiliency
- New Electrical Panel at the High School
- Appliance upgrades at Middle and High Schools and High School

Leveraging Savings for Funding with CA §4217

Financial Overview

Area of Annual Savings	Amount
Utility Savings	\$85,700
Maintenance and Operational Savings*	\$21,400
Cost Avoidance Savings	\$260,600
Total Annual Savings (Year 1)	\$367,700
Total Savings Over Term (15 Years)	\$7,403,700

\$5,667,485

Infrastructure Improvements

District capital for infrastructure project via Measure D= \$5.67M

*US Department of Energy: *How to Determine and Verify Operating and Maintenance Savings in Energy Savings Performance Contracts*; March 2018

https://www.energy.gov/sites/prod/files/2018/03/f49/om_savings_guidance.pdf



Financial Overview

Project Budget 2023/24 – Measure D

Beginning Balance from Measure D, Series A (2023/24):	\$ 774,652
Measure D, Series B Funding:	\$6,354,000
<hr/>	
Total Budget in 2023/24 for Measure D Projects:	\$7,128,652

Adopted Budget 2023/24 – Gutter, Roof & Paint Projects

Forest Grove Elementary (Buildings B,C and D):	(\$1,050,000)
Pacific Grove High School (Buildings E and F):	(\$ 700,000)
<hr/>	
Budget Remaining for 2023/24 Series B:	\$5,378,652
<hr/>	
Proposed Award to ABM for Ca §4217 Project:	(\$5,667,485)
<hr/>	
Measure D, Series B to be shifted to Fund 40:	(\$ 288,833)

PGUSD still has \$16,960,000 in Measure D Authorization for future Series (C, D, E)

Benefits of GC §4217

- ❖ **Select** a partner who provides the best value
- ❖ Accomplish Facility, Technology & Infrastructure improvements
- ❖ **Collaborative** design
- ❖ Reduced overall project cost and time to implementation
- ❖ Reduce Utility and Operational expenses
- ❖ Savings fund the improvements
- ❖ ABM **Guarantees** the savings
- ❖ No Change orders
- ❖ No Cost overruns



****GC §4217 was approved in 1984 and revised in 2005 to encourage public agencies to improve building efficiency & Infrastructure***

Project Greenhouse Equivalencies

40,590 Gallons of Gasoline



404,061 Pounds of Coal



834 Oil Barrels Consumed



43.8M Cell Phones Charged



122 Tons of Waste Recycled



14,712 Propane Tanks Used



893,111 Miles Driven



70 Homes' Electricity Use 1yr



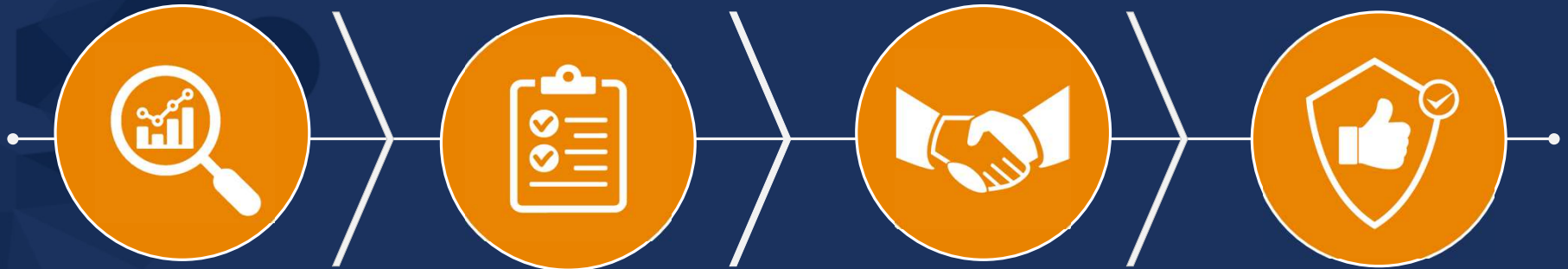
Process Beyond Development

Master Development Agreement (MDA) Presentation

Board Direction to Proceed

Negotiate and Approve Contract

Begin Construction





Thank You

ABM Building Solutions, LLC.

Robert Lallement

Robert.lallement@abm.com

805.722.0251

