

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING: THURSDAY, OCTOBER 5, 2023**

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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:** October 5, 2023

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

**LOCATION:** **IN PERSON**

Pacific Grove Unified School District Office  
435 Hillcrest Avenue  
Pacific Grove, CA 93950

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

*Dayci Dishny/Dario Dimaggio, Student Representatives*

**VIRTUAL ZOOM MEETING**

<https://pgusd.zoom.us/j/86490952255?pwd=a21NRENadTMvdTI3cDd0b3VYQU9WZz09>

Meeting ID: 864 9095 2255

Passcode: 928647

One tap mobile +13017158592,,87820869443#,,,,\*585985# US (Washington DC)  
+13092053325,,87820869443#,,,,\*585985# US

Find your local number: <https://pgusd.zoom.us/j/86490952255?pwd=a21NRENadTMvdTI3cDd0b3VYQU9WZz09>

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

- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
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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 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]
4. Conference With Legal Counsel- Potential Litigation [Government Code § 54956.9]

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 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]
4. Conference With Legal Counsel- Potential Litigation [Government Code § 54956.9]

B. Pledge of Allegiance

**IV. COMMUNICATIONS**

A. Written Communication

B. Board Member Comments

C. Interim Superintendent Report

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**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. 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 September 14, 2023 Special Board Meeting 6  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- B. Minutes of September 21, 2023 Board Meeting 8  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- C. Personnel Report 15  
Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends that the Board review and approve the Personnel Report.
- D. Cash Receipts #5 18  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts #5.
- E. Out of County or Overnight Activities 20  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the Out of County or Overnight Activities requests.
- F. Acceptance of Donations 27  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and accept the donations.
- G. Contract for Services Between Robert H. Down Elementary PTA and Miss Party Mama 28  
Recommendation: (Sean Keller, Robert Down Elementary School Principal) The District Administration recommends the Board review and approve the Robert H. Down Elementary School PTA's vendor contract for Miss Party USA.

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- H. Contract for Services Between Robert H. Down Elementary School PTA and Poptopia 34  
Recommendation: (Sean Keller, Robert Down Elementary School Principal)  
The District Administration recommends the Board review and approve the Robert H. Down Elementary School PTA’s vendor contract with Poptopia.
- I. Contract for Services with Nor Cal Bats with Forest Grove and Robert H. Down Elementary 2<sup>nd</sup> Graders 40  
Recommendation: (Sean Keller, Robert Down Elementary School Principal) The District Administration recommends the Board review and approve the contract for services with Nor Cal Bats.
- J. Contract for Services between Robert H. Down Elementary PTA and For the Gram Photo Booth 46  
Recommendation: (Sean Keller, Robert Down Elementary School Principal) The District Administration recommends the Board review and approve the Robert H. Down Elementary School PTA’s vendor contract for service with For The Gram Photo Booth.
- K. Contract for Services Between Robert H. Down Elementary School PTA and MM Jumpers and Party Rentals 52  
Recommendation: (Sean Keller, Robert Down Elementary School Principal) The District Administration recommends the Board review and approve the Robert H. Down Elementary School PTA’s vendor contract with MM Jumpers and Party Rentals.
- L. Contract for Services with Gavin Hunter- Lifeguard 2023 58  
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services with Gavin Hunter - Lifeguard
- M. Contract for Services with Kona Ice of Monterey and Salinas 64  
Recommendation: (Abbie Arbrun, Forest Grove Elementary School Principal) The District Administration recommends the Board review and approve to contract for services with Kona Ice of Monterey and Salinas for Forest Grove Elementary School the 2023-2024 school year.
- Public Comment:
  - Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**VII. ACTION/DISCUSSION**

- A. Resolution #1115 Proclaiming “Week of the School Administrator” 70  
The District Administration recommends that the Board review and adopt Resolution No. 1115, acknowledging Education Code 44015.1 and proclaiming the second full week in October as “Week of the School Administrator” this year being observed October 8-14, 2023.
- Public Comment:
  - Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_
  - President Swanson\_\_ Clerk McNary\_\_ Dr. Hazen\_\_ Trustee Ottmar\_\_ Trustee B. Swanson\_\_
- B. Contract for Services with Qualtrics 72  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the contract for services with Qualtrics.
- Public Comment:
  - Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

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- C. Board Calendar/Future Meetings 80  
Recommendation: (Joshua Jorn, Interim Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.
- Public Comment:
  - Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**VIII. INFORMATION/DISCUSSION**

- A. Staff Support for Incidents of Racism and Bullying 85  
Recommendation: (Joshua Jorn, Interim Superintendent; Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board review the information regarding staff professional development and support for incidents regarding racism, bullying and bias.
- Public Comment:
  - Direction: \_\_\_\_\_

- B. Future Agenda Items 89  
Recommendation: (Joshua Jorn, Interim 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 May 4, 2023: Equine Healing Collaborative (November 16, 2023)
  - Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
  - Added August 3, 2023: Human Resources Organizational Review Plan (December 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: Reporting incidents of racism and bullying (October 26, 2023)
  - Added September 25, 2023: Cultural Proficiency Strategic Plan (October 26, 2023)
  - Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (October 26, 2023)
  - Added September 28, 2023: Board Governance
- Public Comment:
  - Direction: \_\_\_\_\_

**IX. ADJOURNMENT**

The Board will hold a Special Closed Session Board meeting on Tuesday, October 10, 2023  
Next regular Board meeting will be held on Thursday, October 26, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Special Meeting of September 14, 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(s) Virtual At Alternate Location:	Trustee Brian Swanson (BS)
Trustee(s) Absent:	N/A
Administration Present:	Interim Superintendent Jorn
Board Recorder:	Mandi Ackerman

D. Adopted Agenda

**Public Comment:**  
 None

**MOTION** BS/EH to adopt agenda as presented  
 Motion CARRIED by vote 5 – 0

**II. CONSENT AGENDA**

A. Out of County or Overnight Activities

BS asked about student to adult driver ratio.

**Public Comment:**  
 None

**MOTION** BS/JM to approve the consent agenda as presented  
 Motion CARRIED by 5 – 0

**III. ACTION/DISCUSSION**

A. Approval of the 2022-23 Unaudited Actuals Financial Report

Interim Superintendent presented a review of the Unaudited Actuals and addressed Board questions regarding pending consortium Adult Education funds; facilities on the Adult Education campus regarding early childhood education; status of Monterey Bay Charter site in Ford Ord.

**Public Comment:**

Beth Shammass spoke about the Cafeteria fund, past practice, asked about impact of free meals on budget; asked the Board to look at the budget and supplement when needed, keep an overview of nutrition in mind.

**MOTION JM/CS** to approve the 2022-2023 Unaudited Actuals Financial Report  
Motion CARRIED by 5 – 0

**IV. INFORMATION/DISCUSSION**

**A. Begin Discussion of Strategic Plan Update**

Interim Superintendent Joshua Jorn and Jenell Van Bindsbergen of Dannis Woliver Kelley Attorneys at Law, facilitated Board discussion and review of Board Goals and the District Strategic Plan.

The Board agreed to extend and modify the existing District Strategic Plan; and briefly worked through Board Goals and strategies, provided feedback, asked questions of the facilitator, and discussed as a Board.

Consensus of the Board included updating the existing District Strategic Plan through 2024-25, direct staff work with those goals in mind, post the revised draft of the plan on the District website, and email the revised draft plan and current LCAP to the Board.

**Public Comment:**

Director of Technology Systems Lous Algaze encouraged the Board to be careful of wording, be successful and inclusive; receive staff feedback.

**V. ADJOURNED**

7:57 p.m.

Approved and submitted:

\_\_\_\_\_  
Interim Superintendent Joshua Jorn  
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of September 21, 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)  
*Arrived at 6:03pm*  
 Clerk Jennifer McNary (JM)  
*Arrived at 6:03pm*  
 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: Interim Superintendent Jorn

Board Recorder: Mandi Ackerman

Student Representative: Dario Dimaggio

D. Adopted Agenda

Changes to the agenda include:

- Consent Item B- Personnel Report
  - Correction to Mr. Nordstrom position- he has been appointed as the girls soccer coach for Pacific Grove High School
  - Revised Personnel Report has been provided to the Board, posted to the website, available to the public
- Consent Item F- Donations
  - Correction to donation which was made to Forest Grove, but reflected on the report under the Middle School.
  - Revised Donations report has been provided to the Board, posted to the website, available to the public

**Public Comment:**

None

**MOTION** EH/BS to adopt agenda as amended

Motion CARRIED by vote 3 – 0



**II. CLOSED SESSION**

A. Identified Closed Session Topics

1. Conference With Legal Counsel – Existing Litigation pursuant to Gov. Code, § 54956.9, subd. (d)(1) One Matter – OAH Case No. 2023080556
2. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:33 p.m.

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

A. Reported action taken in Closed Session:

1. Conference With Legal Counsel – Existing Litigation pursuant to Gov. Code, § 54956.9, subd. (d)(1) One Matter – OAH Case No. 2023080556

The Governing Board voted 3 – 0 in favor Trustees Hazen, Ottmar, B. Swanson to approve a written settlement agreement for resolution of OAH Case No. 2023080566. The resolution includes educational services, District assessments, and fees in exchange for a waiver and release of all educational claims to date and prospectively against the District, and dismissal of the case with prejudice.

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

Information was received, no direction was given.

B. Pledge of Allegiance lead by Trustee Brian Swanson

**IV. COMMUNICATIONS**

A. Written Communication

CS reported the following:

- Curriculum
- Pacific Grove Unified School District Narcan distribution
- Yale Educator Award
- Curriculum review committee
- Instructional materials
- Acknowledgement of the District Office staff

EH reported the following:

- Chronic absenteeism
- School lunches

LO reported the following:

- Cultural proficiency

**B. Board Member Comments**

CS responded to the press conference held by the NAACP, shared personal feelings as a parent and community member, statement does not reflect Board, noted racism is a public crisis, exists in the community and schools, said families should have a safe, confidential platform to report racist incidents, and the District should create a clear effective protocol to address racist incidents, requested a reporting system in response to reports of racist incidents.

JM agreed with CS, attended press conference, feels like a time where the District cannot be silent, noted the families that have suffered, noted racism is a systemic problem in the community, society, and schools, echoed need for establishing a reporting system for race-based incidents.

BS visited Community High School, thanked the staff and students, noted the amazing experience, social emotional learning.

**C. Interim Superintendent Report**

None

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

**A. PGUSD Staff Comments (Non Agenda Items)**

Pacific Grove High School Teacher Sally Richmond shared the Breaker Bots and the Mock Trial teams will be hosting a yard sale on Saturday, the money raised will help support competition season.

Pacific Grove Middle School Principal Sean Roach shared about the recent Pacific Grove Middle School Wellness Fair, said he has received wonderful feedback; shared upcoming 7<sup>th</sup> grade event Authors and Ideas festival, inspire students in learning.

Robert Down Elementary School Teacher Christina Renteria expressed frustration regarding fingerprint policy, limiting community learning opportunities.

Director of Curriculum and Special Projects Buck Roggeman acknowledged Sandra and Heather who have helped build the robotics program, acknowledged the amount of work, which has been on a volunteer basis, said it has been a great start for the robotics program at elementary and middle school.

B. Community Members (Non-Agenda Items)

Community Member Mike Gibbs spoke of chronic absenteeism, noted the District is in a current search for a superintendent, which is the most important hiring in the last 25-30 years, parents are looking for a new direction, a new way for the students to learn, project based learning.

Parent Lucie Hazen expressed frustration regarding the fingerprinting procedures, noted the struggle to get enough people to help the PTA's, asked the District to lower the barrier.

Parent Chris Swires asked if there is a process to have more transparency, noted 70 curse words and 11 f-words in a textbook, asked if there is a way for a parent to be informed in advance of the materials, said he is not looking for book bans, he is looking for mandated curriculum, versus what he approves of as his parent.

VI. **RECOGNITION**

The Board recognized Teacher Sally Richmond for receiving the 2023 Yale Educator Award.

VII. **CONSENT AGENDA**

- A. Minutes of September 7, 2023 Board Meeting
- B. Personnel Report
- C. Cash Receipts #4
- D. Revolving Cash Report #2
- E. Out of County or Overnight Activities
- F. Acceptance of Donations
- G. Warrant Schedule 659
- H. Board Policy Updates
- I. Surplus of Facilities Trailer
- J. Contract with Positive Behavior Supports Corp. for 2023-24

**Public Comment:**

None

**MOTION JM/CS** to approve the consent agenda as presented

Motion CARRIED by vote 5 – 0

VIII. **PUBLIC HEARING I/ ACTION/DISCUSSION ITEM A**

I. Public Hearing of Pacific Grove Teachers Association Sunshine List for 2023-24

Open Public Hearing 7:05 p.m.            Close Public Hearing 7:05 p.m.

Interim Superintendent Jorn noted the Sunshine List.

**Public Comment:**

None

A. Approval of the Pacific Grove Teachers Association Sunshine List for 2023-24

**Public Comment:**

None

**MOTION** EH/CS to approve the Pacific Grove Teachers Association Sunshine List for 2023-24

Motion CARRIED by vote 5 – 0

**IX. PUBLIC HEARING II/ ACTION/DISCUSSION ITEM B**

II. Public Hearing of Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics – 2023-2024

Open Public Hearing 7:08 p.m.            Close Public Hearing 7:10 p.m.

Director of Curriculum and Special Projects Buck Roggeman noted the Sunshine List, provided a brief explanation of what Sunshine topics means.

**Public Comment:**

None

B. Approval of Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics – 2023-2024

**Public Comment:**

None

**MOTION** EH/CS to approve the Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics 2023-2024

Motion CARRIED by vote 5 – 0

**X. ACTION/DISCUSSION continued**

C. Resolution #1114 for the Gann Limit for 2023-2024

Interim Superintendent Joshua Jorn introduced this item.

**Public Comment:**

None

**MOTION** JM/LO to adopt Resolution #1114 for the Gann Limit for 2023-2024

Motion CARRIED by roll call vote 5 – 0

D. Resolution #1115 Recognizing National Hispanic Heritage Month

**Public Comment:**

None

**MOTION** JM/EH to adopt Resolution #1115 recognizing National Hispanic Heritage Month

Motion CARRIED by roll call vote 5 – 0

E. Board Calendar/Future Meetings

**Public Comment:**

None

**No action taken**

XI. INFORMATION/DISCUSSION continued

A. Elementary Campus Shade Structures

Director of Maintenance, Operations and Transportation Jon Anderson presented options for shade structures at Robert Down Elementary School and Forest Grove Elementary School.

The Board encouraged site council feedback and site staff feedback, asked about structural strength, location possibilities, could they serve as an outdoor classroom, lifespan, fabric options for waterproofing, warranty, why, percentage of seating covered, quote for fully weatherproof.

Interim Superintendent Joshua Jorn noted the intention of shade structure was to provide coverage from sea gulls during lunch, and shade on sunny days.

**Public Comment:**

Robert Down Elementary School Principal Sean Keller noted the shade structures were discussed initially due to sea gulls, would love them to be weatherproof, when the weather is warm the students need shade.

Forest Grove Elementary School Teacher Rene Woods asked if Forest Grove Elementary School students would be permitted to eat outdoors again, asked if their current eating location dependent upon this purchase.

Forest Grove Elementary School Principal Abbie Arbrun noted the new tables purchased and moved inside, the students are sitting down and eating their lunches, said if the location becomes a concern the site can revisit the issue.

Robert Down Elementary School Teacher Jaqueline Perkins noted sea gulls used to be a big issue, that they would take food from students during lunch, and that some sort of structure was needed to protect the students while eating, said there are a lot of bright cloudy days, said the lunch area at Robert Down includes aluminum tables and white concrete, which is blinding.

Robin Pelc asked if outdoor lunch be brought back to Forest Grove Elementary School, noted as a parent and scientist, in order to minimize Covid and flu, she was in favor of outdoor lunch and provide a choice available to families.

B. Summer School Review 2023

Director of Curriculum and Special Projects Buck Roggeman presented an overview of the Summer School program, along with former principal Linda Williams who reviewed data.

The Board asked questions, appreciated the timeline, greater capacity to expand the program and how to expand, loved the idea to include students who have C and D grades, noted impressive results, directed Administration to note how students qualify to receive summer school to be placed on the District website.

**Public Comment:**

Robert Down Elementary School Teacher Christina Renteria noted some parents did not make decisions until the last minute, noted Linda Williams and the team accepted them at the last minute, asked that the District make sure the program is always open to families.

Robert Down Elementary School Teacher Erica Chavez said it is nice to be able to sit down in Spring conferences and invite students to summer school, noted some wait until the last minute, but some parents qualify, and the earlier the better.

C. Future Agenda Items

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added April 26, 2023: Board Site Visits/Measure D Walk Abouts (Fall 2023)
- Added May 4, 2023: Equine Healing Collaborative (October 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (December 2023)
- Added September 7, 2023: Board Cultural Proficiency Training

Trustee Hazen requested Board self-evaluation; business contract fingerprinting streamline process; common calendaring with other surrounding districts.

Trustee McNary requested a Comprehensive School Safety Plan LGBTQ+ Student Safety

Trustee Swanson requested recording system for racist or biased incidents on campus. Trustee Ottmar expanded the recording system to include bullying, Trustee Swanson agreed.

**Public Comment:**

None

**XII. ADJOURNED**

8:24 p.m.

Approved and submitted:

\_\_\_\_\_  
Interim Superintendent Joshua Jorn  
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:** Personnel Report

**DATE:** October 5, 2023

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

**RECOMMENDATION:**

The District Administration recommends the Board of Trustees approve the Personnel Report as presented.

**BACKGROUND:**

The Personnel Report outlines appointments, leaves, resignations, retirements and releases as it relates to employees' employment status with the District.

Recruitment and selection procedures include dissemination of vacancy announcements to local and surrounding public agencies, community colleges and institutions of higher education as well as posting on the District's website.

**INFORMATION:**

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

**FISCAL IMPACT:**

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
 PERSONNEL REPORT – CERTIFICATED  
 October 5, 2023

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Cresci, Bobbee	Substitute Teacher	Various	District	On-Call	9/25/23
Myatt, Sydney	Substitute Teacher	Various	District	On-Call	9/18/23
Buskirk, Mykayla	Substitute Teacher	Various	District	On-Call	9/29/23
Hurst, William	Mock Trial Assistant Coach	Various	High School	Seasonal	9/1/23
Hall, Jenna	Mock Trial Coach	Various	High School	Seasonal	9/1/23
Bolton, Stephanie	Spirit Squad Coach	Various	Middle School	Seasonal	9/26/23
Biondi, Taylor	Assistant Cross Country Coach	Various	PGHS	Seasonal	9/22/23



PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
 PERSONNEL REPORT – CLASSIFIED  
 October 5, 2023

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Gunn, Harumi	TK Instructional Assistant	.6875	FGE	Short Term	9/19/23
Villagomez, Manuel	ADE Instructor	Seasonal	PGAE	Short-term	9/25/23
Gamecho, Amaya	instructional Assistant	.5	PGAE	Prob	10/30/23
Killet, Amy	Intervention Instructional Assistant	.325	FGE	Perm	10/2/23

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
St. Pierre, Traci	Adult Ed Instructor	Various	Adult Ed	Resigning	9/14/23

- 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

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**SUBJECT:** Cash Receipts Report #5

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the Cash Receipts #5.

**BACKGROUND:**

The attached listing identifies Cash Receipts received by the District during the period of from September 13, 2023 to September 26, 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 # 5 Cash Receipts**

September 13, 2023 - September 26, 2023

Date	Num	Name	Account	Amount
Sep 13 - 26, 23				
09/13/2023	21958	CAFETERIA	CAFETERIA	40.00
09/13/2023	21959	ADULT EDUCATION	ADULT EDUCATION	631.00
09/13/2023	21960	VOID	VOID	
09/13/2023	21961	RETIREE INSURANCE	RETIREE INSURANCE	243.00
09/19/2023	21962	Robert Down Elementary	Birthday Books	100.00
09/19/2023	21963	Transportation	BUS PASS	200.00
09/19/2023	21964	PGHS	CTE Donations	400.00
09/19/2023	21965	BASRP-RD	BASRP	11,331.98
09/19/2023	21966	BASRP-FG	BASRP	8,597.99
09/19/2023	21967	BASRP-FG	BASRP	111.00
09/19/2023	21968	BASRP-RD	BASRP	79.00
09/19/2023	21969	PGMS	DONATION	150.00
09/19/2023	21970	ADULT EDUCATION	ADULT EDUCATION	2,367.00
09/20/2023	21971	BASRP-FG	BASRP	65.00
09/20/2023	21972	BASRP-RD	BASRP	272.00
09/22/2023	21973	MONTEREY BAY CHARTER SCHOOL	UTILITIES	6,176.08
09/22/2023	21974	PGMS MUSIC	DONATION	35.00
09/22/2023	21975	RETIREE INSURANCE	RETIREE INSURANCE	100.00
09/22/2023	21976	RETIREE INSURANCE	RETIREE INSURANCE	75.00
09/22/2023	21977	Intercare Holding Insurance	WORKERSCOMP	1,733.02
09/25/2023	21978	CAFETERIA	CAFETERIA	355.00
09/25/2023	21979	PGHS	TEXTBOOK FEES	10.00
09/25/2023	21980	PGMS	DONATION	10.00
09/26/2023	21981	ADULT EDUCATION	ADULT EDUCATION	6,035.00
09/26/2023	21982	North Monterey County Unified	LEASE PYMT	1,201.00
09/26/2023	21983	RETIREE INSURANCE	RETIREE INSURANCE	258.00
09/26/2023	21984	RETIREE INSURANCE	RETIREE INSURANCE	432.00
Sep 13 - 26, 23				41,008.07

- 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:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim 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>
10/20/2023-10/21/2023	CIA's California Campus St. Helena, CA	PGHS Culinary Class Pro Start Boot Camp Culinary Training	Auto	\$ 1,644.00	CTEIG
10/21/2023	Santa Cruz Boardwalk District Santa Cruz, CA	PGHS Band Band Review	School Bus	\$ 1,644.75	PGHS Band/Orchestra Funds
10/30/2023	Pier 24 Gallery San Francisco, CA	PGHS Photography Class Photography Project	Auto	\$ -	na
11/16/2023-11/18/23	Chabot Community College Hayward, CA	PGHS Choir Auditioned Regional Honor Choir	Auto	\$ -	na
12/8/2023-12/9/2023	Sacramento State University Sacramento, CA	PGHS Choir Jazz Festival	Auto	\$ 500.00	PGHS Choir Funds

# 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: 10/20/23-10/21/23 Day of Activity: 10/21/23

Activity Name/ Location: ProStart Boot Camp, CIA NAPA Address: 2555 Main Street

City: St. Helena County: Napa

School: Pacific Grove High School Teacher/ Class or Club: Imogen Erickson, Culinary Grade: 10-12

School Departure Time: 4:00 p.m. Pickup Time from Place of Activity: 10:00 p.m.

Name(s) of Employee(s) Accompanying Students: Imogen Erickson, Zoe Wilson

Number of Adults: 2 Number of Students: 12  
(Chaperones)

Description of Activity/ Educational Objective: Information & Training @CIA Napa for annual Culinary Competition.

List All Stops: Holiday Inn Express Napa American Canyon, Gott's Roadside Diner, Oxbow Market, Gas Station

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. ie \_\_\_\_\_ (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: ie \_\_\_\_\_ (Teacher/ Coach/Advisors Initials)  
Imogen Erickson (auto), Zoe Wilson (district van)

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 Cleared both Employees

Requested By: Imogen Erickson Imogen Erickson Date: 09/19/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 09/20/2023

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

Cost of Activity: \$ 1208 + Cost of Transportation: \$ 436 + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ 1,644.00

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

Account Code: CTEIG Travel and Conference - 01-6387-0-3800-1000-5200-00-006-8500-0720

\*\*\*\*\*  
**TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE**

Date Received: \_\_\_\_\_ Transportation Available: \_\_\_\_\_

Transportation Type: ( ) School Bus ( ) Charter

Approved by Transportation Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

# 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: 10/21/23 Day of Activity: Saturday

Activity Name/ Location: Santa Cruz Band Review Address: 400 Beach St

City: Santa Cruz County: Santa Cruz

School: Pacific Grove High School Teacher/ Class or Club: Marching Band Grade: 9-12

School Departure Time: 7:00 a.m. Pickup Time from Place of Activity: 5:00 p.m.

Name(s) of Employee(s) Accompanying Students: George Warren, Tatum Madrid

Number of Adults: 5 Number of Students: 50  
(Chaperones)

Description of Activity/ Educational Objective: Band Review. March for judges in competition.

List All Stops: Santa Cruz Band Review at the Boardwalk district

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. GW (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus  
(Board Regulation 3541.1 requirements will be complied with when using private autos: GW (Teacher/ Coach/Advisors Initials)  
Chaperones: Steve Rodolf, Jerry Pearman, and Deena Hakim, Matt Hoffman, Denise

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

( ) 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: George Warren George Warren Date: 08/23/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 09/19/2023

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

Cost of Activity: \$ 425 + Cost of Transportation: \$ 1219.7 + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ 1,644.75  
5

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

Account Code: Wells Fargo Bank Associated Student Body account - #8994873977/855 PG Band/Orchestra account

\*\*\*\*\*

### TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 09/18/2023 Transportation Available: Yes

Transportation Type: (x) School Bus ( ) Charter

Approved by Transportation Supervisor: Jon Anderson Date: 09/19/2023

Approved by Assistant Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

# 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: 10/30/23 Day of Activity: Monday

Activity Name/ Location: Pier 24 Gallery Address: pier 24

City: San Francisco County: San Francisco

School: Pacific Grove High School Teacher/ Class or Club: Photo 2/ AP photo Grade: 11-12

School Departure Time: 9:00 a.m. Pickup Time from Place of Activity: 6:30 p.m.

Name(s) of Employee(s) Accompanying Students: Celia Lara

Number of Adults: 4 Number of Students: 14

Description of Activity/ Educational Objective: Visit pier 24 gallery, take photos for street photography project

List All Stops: Ferry Building, pier 24, chinatown, San Francisco Art Institute

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. CL (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: CL (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): Fatima Silva-Gambello, Stephanie Pechan, Erin Deegan (4th Adult nondriver)  
(x) Form-OCA-1 Release of Driver Record Information is on file with the District all on file  
(x) Form-OCA-2 Personal Automobile Information is on file with the District all on file  
(x) Fingerprint clearance is on file with the District all cleared

Requested By: Celia Lara Celia Lara Date: 08/21/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 08/22/2023

\*\*\*\*\*  
Substitute Required: Yes # of Days \_\_\_\_\_ Account Code (for sub): 01-0000-0-1133-1000-1100-10-006-8410-000

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

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

Account Code: CTEIG - 01-6387-3800-1000-5200-00-006-8500-0720 Travel and Conference

\*\*\*\*\*  
**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: 11/16-11/18/23 Day of Activity: Thursday-Saturday

Activity Name/ Location: Regional Honor Choir/Hayward Address: 25555 Hesperian Blvd.

City: Hayward County: Alameda

School: Pacific Grove High School Teacher/ Class or Club: Boulware/Choir Grade: 9-12

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

Name(s) of Employee(s) Accompanying Students: Michelle Boulware

Number of Adults: 2 Number of Students: 5  
(Chaperones)

Description of Activity/ Educational Objective: Participate in an auditioned Regional Honor Choir with a college prof

List All Stops: Chabot Community College and hotel (TBD)

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. MB (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: MB (Teacher/Coach/Advisors Initials)  
Erin Deegan

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 Cleared

Requested By: Michelle Boulware Michelle Boulware Date: 09/14/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 09/20/2023

\*\*\*\*\*  
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: Wells Fargo Associated Student Body account - 8994873977/707 Choir

\*\*\*\*\*  
**TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE**

Date Received: \_\_\_\_\_ Transportation Available: \_\_\_\_\_

Transportation Type: ( ) School Bus ( ) Charter

Approved by Transportation Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

# 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: 12/8-12/9/23 Day of Activity: Friday-Saturday

Activity Name/ Location: Sac State Jazz Festival Address: 6000 J. Street

City: Sacramento County: Sacramento

School: Pacific Grove High School Teacher/ Class or Club: Boulevard/Choir Grade: 9-12

School Departure Time: 4:00 p.m. Pickup Time from Place of Activity: 8:00 p.m.

Name(s) of Employee(s) Accompanying Students: Michelle Boulware

Number of Adults: 3 Number of Students: 10  
(Chaperones)

Description of Activity/ Educational Objective: participate/perform in a jazz festival

List All Stops: Sacramento State College and hotel (TBD)

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. MB (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: MB (Teacher/ Coach/Advisors Initials)  
Erin Deegan, Lisa Lavin

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 both cleared

Requested By: Michelle Boulware Michelle Boulware Date: 09/14/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 09/18/2023

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

Cost of Activity: \$ 500 + Cost of Transportation: \$ \_\_\_\_\_ + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ 500.00

Funds to be charged for all activity expenses:  Students  Club  PG Pride  Other \_\_\_\_\_

Account Code: Wells Fargo Bank Associated Student Body account - #8994873977/707 Choir

\*\*\*\*\*

### 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 Meeting of October 5, 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:** Acceptance of Donations

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim 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**

None

**Robert H. Down Elementary School**

None

**Pacific Grove Middle School**

Travis & Joy Long

\$10.00 (Art Class)

Paul & Angelee Brockmeyer

\$35.00 (Music)

**Pacific Grove High School**

Katrina McFarland

\$50.00 (CTE-Photo)

Michael Cronin

\$100.00 (CTE-Art)

Lindsay Klinger

\$100.00 (CTE-Art)

Anne Martin

\$150.00 (CTE-Art)

**Pacific Grove Community High School**

None

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

The Parenting Connection

\$5,400.00 (Parent’s Place)

**Pacific Grove Unified School District**

Holk Law Firm

(15) 3 Ring Binders

- 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

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**SUBJECT:** Contract for Services Between Robert H. Down Elementary PTA and Miss Party Mama

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Sean Keller, Robert H. Down Elementary School Principal

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the Robert H. Down Elementary School PTA’s vendor contract for Miss Party USA.

**BACKGROUND:**

RHD PTA along with other PGUSD site PTAs have been hosting the annual Butterfly Bazaar for many years. Each year several vendors are hired for their services to provide fun activities or food.

**INFORMATION:**

Miss Party Mama will be providing a butterfly craft station, tables, and chairs. Families will be able to create an artistic butterfly magnet to take home as a memento.

**FISCAL IMPACT:**

N/A

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

**CONSULTANT** Miss Party Mama

**SITE/DEPARTMENT** RD Office Staff

**SUBMITTED BY** Sean Keller

**FUNDING SOURCE** N/A

**AGREEMENT TOTAL AMOUNT** N/A

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 Miss Party Mama (“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 **event planner**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **event planning for the Butterfly Bazaar**.
2. **Term.** Consultant shall commence providing services under this Agreement on **10/7/2023**, and will diligently perform as required and complete performance by **10/8/2022**.
3. **Compensation.** District agrees to pay **N/A** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **N/A** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
  - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
  
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
  
6. **Performance of Services.**
  - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
  
  - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  
  - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
  
7. **Termination.**
  - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
  
  - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  
  - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 7.3.1. Material violation of this Agreement by the Consultant; or
    - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

**District**

**Consultant**

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

Name: Miss Party Mama  
 Address: 25206 Casiano Drive  
 City/State/Zip: Salinas, CA 93908  
 Business Phone: [Company Phone]  
 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: \_\_\_\_\_  
Name: Sean Keller  
Title: Principal  
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 Between Robert H. Down Elementary School PTA and Poptopia

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Sean Keller, Robert H. Down Elementary School Principal

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the Robert H. Down Elementary School PTA’s vendor contract with Poptopia.

**BACKGROUND:**

RHD PTA along with other PGUSD site PTAs have been hosting the annual Butterfly Bazaar for many years. Each year several vendors are hired for their services to provide fun activities or food.

**INFORMATION:**

Poptopia will be providing an interactive bubble house which is like walking into a snow globe. Inflatable butterflies will be floating inside the bubble for opportunities for families and students to take pictures. There is no fee for this activity and pictures will need to be taken with a phone or camera owned by the participant(s). Nothing inflated will have an opportunity to be released into the air.

**FISCAL IMPACT:**

N/A



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

**CONSULTANT** Poptopia

**SITE/DEPARTMENT** RD Office Staff

**SUBMITTED BY** Sean Keller

**FUNDING SOURCE** N/A

**AGREEMENT TOTAL AMOUNT** N/A

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 Poptopia (“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 **event planner**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **event planning for the Butterfly Bazaar**.
2. **Term.** Consultant shall commence providing services under this Agreement on **10/7/2023**, and will diligently perform as required and complete performance by **10/8/2022**.
3. **Compensation.** District agrees to pay **N/A** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **N/A** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
  - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
  
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
  
6. **Performance of Services.**
  - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
  
  - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  
  - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
  
7. **Termination.**
  - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
  
  - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  
  - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 7.3.1. Material violation of this Agreement by the Consultant; or
    - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

**District**

**Consultant**

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

Name: Poptopia  
 Address: 907 Maple Street  
 City/State/Zip: Pacific Grove, CA 93950  
 Business Phone: [Company Phone]  
 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.
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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: Sean Keller  
Title: Principal  
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 Nor Cal Bats with Forest Grove and Robert H. Down Elementary 2<sup>nd</sup> graders

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Sean Keller, Robert H. Down Elementary Principal

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Nor Cal Bats.

**BACKGROUND:**

The Forest Grove and Robert H. Down 2<sup>nd</sup> grade teams organized a virtual field trip with Nor Cal Bats in October.

**INFORMATION:**

From the company’s website: *Nor Cal Bats is dedicated to the rescue, rehabilitation and release of bats throughout Northern California. In addition, we are committed to public education regarding the environmental benefits of bats, and dispelling fears and myths that lead to the death of roosts and colonies.* <https://norcalbats.org/>

**FISCAL IMPACT:**

None. A PG PRIDE grant will cover the \$800 cost of the presentation.



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

**CONSULTANT NorCal Bats**

**SITE/DEPARTMENT Robert Down School and Forest Grove School**

**SUBMITTED BY Sean Keller**

**FUNDING SOURCE PG PRIDE Grant**

**AGREEMENT TOTAL AMOUNT 800**

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 **NorCal Bats** (“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 **speaker**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **doing a presentation to all 2nd grade classes at Forest Grove and Robert Down.**
2. **Term.** Consultant shall commence providing services under this Agreement on **10/2/2023**, and will diligently perform as required and complete performance by **10/31/2023**.
3. **Compensation.** District agrees to pay **800** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **800** 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.
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  - 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.
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**District**

**Consultant**

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

Name: NorCal Bats  
 Address: Post Office Box 933  
 City/State/Zip: Davis, CA 95617  
 Business Phone: 530-902-1918  
 Email (Optional): NorCal Bats

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.

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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.
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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.
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  - 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: Sean Keller

Name: \_\_\_\_\_

Title: Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Human Resources**  
**(Signed AFTER Board approval)**

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

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

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

**SUBJECT:** Contract for Services between Robert H. Down Elementary PTA and For the Gram Photo Booth

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Sean Keller, Robert H. Down Elementary School Principal

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the Robert H. Down Elementary School PTA’s vendor contract for service with For The Gram Photo Booth.

**BACKGROUND:**

RHD PTA along with other PGUSD site PTAs have been hosting the annual Butterfly Bazaar for many years. Each year several vendors are hired for their services to provide fun activities or food.

**INFORMATION:**

For the Gram Photo Booth will be providing a 360° standing video booth. Families will be charged \$10 per video with 20% proceeds coming back to the PTAs. Various payment methods will be offered.

**FISCAL IMPACT:**

N/A



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

**CONSULTANT For The Gram Photo Booth**

**SITE/DEPARTMENT RD Office Staff**

**SUBMITTED BY Sean Keller**

**FUNDING SOURCE N/A**

**AGREEMENT TOTAL AMOUNT N/A**

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 **For The Gram Photo Booth** (“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 **to provide photo booth**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **providing a photo booth for the Butterfly Bazaar**.
2. **Term.** Consultant shall commence providing services under this Agreement on **10/7/2023**, and will diligently perform as required and complete performance by **10/8/2022**.
3. **Compensation.** District agrees to pay **N/A** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **N/A** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District



exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

**District**

**Consultant**

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

Name: For The Gram Photo Booth  
 Address: 221 Marchant St. Apt. B  
 City/State/Zip: Watsonville, CA 95076  
 Business Phone: [Company Phone]  
 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: \_\_\_\_\_  
Name: Sean Keller  
Title: Principal  
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 Between Robert H. Down Elementary School PTA and MM Jumpers and Party Rentals

DATE: October 5, 2023

**PERSON(S) RESPONSIBLE:** Sean Keller, Robert H. Down Elementary School Principal

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the Robert H. Down Elementary School PTA’s vendor contract with MM Jumpers and Party Rentals.

**BACKGROUND:**

RHD PTA along with other PGUSD site PTAs have been hosting the annual Butterfly Bazaar for many years. Each year several vendors are hired for their services to provide fun activities or food.

**INFORMATION:**

MM Jumpers and Party Rentals will be providing an inflatable obstacle course and slide. Both will be available to families with a purchased ticket or wristband purchase.

**FISCAL IMPACT:**

N/A



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

**CONSULTANT MM Jumpers & Party Rentals**

**SITE/DEPARTMENT Robert Down**

**SUBMITTED BY Sean Keller**

**FUNDING SOURCE N/A**

**AGREEMENT TOTAL AMOUNT N/A**

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 **MM Jumpers & Party Rentals** (“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 **vendor for bounce house at Butterfly Bazaar**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Butterfly Bazaar**.
2. **Term.** Consultant shall commence providing services under this Agreement on **10/7/2023**, and will diligently perform as required and complete performance by **10/7/2023**.
3. **Compensation.** District agrees to pay **N/A** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **N/A** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

**District**

**Consultant**

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

Name: MM Jumpers & Party Rentals  
 Address: 1106 Cheshire Way  
 City/State/Zip: Salinas, CA 93906  
 Business Phone: [Company Phone]  
 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: \_\_\_\_\_  
Name: Sean Keller  
Title: Robert Down Principal  
\_\_\_\_\_  
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 Gavin Hunter – Lifeguard 2023

**DATE:** October 5, 2023

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

**RECOMMENDATION:**

The District Administration recommends the Board review and approve contract for services with Gavin Hunter - Lifeguard

**BACKGROUND:**

Each year we hire a lifeguard for the Senior Picnic when it is held at Lover’s Point Park, Pacific Grove.

**INFORMATION:**

This contract for services for October 13, 2023, all day at Lover’s Point for the Senior Picnic. This is a one-day contract.

**FISCAL IMPACT:**

\$200.00 to be paid out of the Associated Student Body account.

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

**CONSULTANT** [Gavin Hunter - Lifeguard]

**SITE/DEPARTMENT** [Pacific Grove High School/Class of 2024]

**SUBMITTED BY** [Lito Garcia, Principal Pacific Grove High School]

**FUNDING SOURCE** [Associated Student Body Account]

**AGREEMENT TOTAL AMOUNT** \$200.00]

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 [Gavin Hunter - Lifeguard]

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as videographer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [providing lifeguard skills for the Senior Picnic at Lover's Point Pacific Grove]
2. **Term.** Consultant shall commence providing services under this Agreement on October 13, 2023, 2023, and will diligently perform as required and complete performance by 10/13/23.
3. **Compensation.** District agrees to pay \$200.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$200.00] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

**District**

**Consultant**

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

Name: [Gavin Hunter - Lifeguard  
 Address: [  
 City/State/Zip: [Pacific Grove, CA 93950  
 Business Phone: [N/A]  
 Email ggkitkat8@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:
23.
  - 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

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

W-9 Form

25. **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: [Josh Jorn]

Name: \_\_\_\_\_

Title: [Interim 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

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

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**SUBJECT:** Contract for Services for Kona Ice of Monterey and Salinas

**DATE:** September 26, 2023

**PERSON(S) RESPONSIBLE:** Abbie Arbrun, Forest Grove Elementary School Principal

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve to contract for services with Kona Ice of Monterey and Salinas for Forest Grove Elementary School the 2023-2024 school year.

**BACKGROUND:**

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

**INFORMATION:**

Kona Ice of Monterey and Salinas will offer shaved ice from their truck at various PTA events on Forest Grove’s campus throughout the 2023-2024 school year.

**FISCAL IMPACT:**

Not to exceed \$2,500 for the 2023-2024 school year, funded by PTA donations.



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

**CONSULTANT** Kona Ice of Monterey and Salinas

**SITE/DEPARTMENT** Forest Grove Elementary School

**SUBMITTED BY** Carey O’Sullivan

**FUNDING SOURCE** PTA donations

**AGREEMENT TOTAL AMOUNT** Not to exceed \$2,500

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Kona Ice of Monterey and Salinas (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a supplier of shaved ice treats. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: serving shaved ice treats to participants at various PTA events at Forest Grove Elementary throughout the 2023-2024 School year.
2. **Term.** Consultant shall commence providing services under this Agreement on October 1, 2023 at 9:00am, and will diligently perform as required and complete performance by May 31, 2023 at 3:00pm

3. **Compensation.** District agrees to pay up to \$2500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
- 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
- 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 7.3.1. Material violation of this Agreement by the Consultant; or
- 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

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

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
  - DOJ Clearance Previously Received by District

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

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

**Consultant**  
**(Can sign BEFORE Board's approval)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: [Manager]

Name: \_\_\_\_\_

Title: [Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Human Resources**  
**(Signed AFTER Board approval)**

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

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

**SUBJECT:** Resolution No. 1115 Proclaiming “Week of the School Administrator”

**DATE:** October 5, 2023

**PERSON RESPONSIBLE:** Claudia Arellano, Director II of Human Resources

**RECOMMENDATION:**

The District Administration recommends that the Board review and adopt Resolution No. 1115, acknowledging Education Code 44015.1 and proclaiming the second full week in October as “Week of the School Administrator” this year being observed October 8-14, 2023.

**BACKGROUND:**

The term, “school administrator” is a broad term used to define many education leadership posts, which include superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders. School administrators who began their careers as teachers and those from other fields have demonstrated dedication in their efforts to effectively lead public education and improve student achievement.

**INFORMATION/DESCRIPTION:**

In observance of the importance of educational leadership, CA Education Code 44015.1 proclaims the week of October 8-14, 2023, as “Week of the School Administrator.”

**FISCAL IMPACT:**

None

Pacific Grove Unified School District  
Board of Education  
**Resolution #1115**

**“WEEK OF THE SCHOOL ADMINISTRATOR”**

**WHEREAS**, leadership matters for California’s public education system and the more than 6.7 million students it serves; and

**WHEREAS**, school administrators are lifelong learners who believe in the value of quality public education; and providing quality service for student success is paramount for the profession; and the future of California’s public education system depends upon the quality of its leadership; and

**WHEREAS**, school leaders depend on a network of support from school communities – teachers, parents, students, businesses, community members, Board trustees, District and county staff and resources – to promote ongoing student achievement and school success; and

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of Pacific Grove Unified School District that Resolution 1115 be adopted to observe October 8-14, 2023 as the “WEEK OF THE SCHOOL ADMINISTRATOR” to commend all school leaders for the contributions they make to successful student achievement.

***Passed and Adopted on October 5, 2023***

\_\_\_\_\_  
Carolyn Swanson, President

\_\_\_\_\_  
Jennifer McNary, Clerk

\_\_\_\_\_  
Elliott Hazen, Board Member

\_\_\_\_\_  
Laura Ottmar, Board Member

\_\_\_\_\_  
Brian Swanson, Board Member

\_\_\_\_\_  
Joshua Jorn, Interim Superintendent

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

Consent  
 Action/Discussion  
 Information/Discussion  
 Public Hearing

**SUBJECT:** Contract for Services with Qualtrics

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**RECOMMENDATION:**

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

**BACKGROUND/INFORMATION:**

In 2022/2023 Pacific Grove Unified School District began the process of interviewing prospective providers who would support PGUSD with public facing data related to LCAP, initiation of Community and Staff pulse surveys, and supporting the PGUSD development and implementation of a comprehensive recruitment plan with supportive data.

Qualtrics, LLC is a program that facilitates and automates the process of conducting surveys, polls, reports, time accounting and tracking projects. Qualtrics, LLC will develop, maintain and host the website that includes online analysis tools, online libraries, tutorials and support facilities. System updates, disaster recovery backup, and maintenance are included. In addition, Qualtrics, LLC is offering targeted K-12 professional development.

In 2023/24 the District finalized the selection of Qualtrics to support PGUSD with qualitative and quantitative data collection. The contract with Qualtrics is for 12 months of services and includes both In regards to the price, the \$33,800 is the annual cost.

The price is broken down into two areas of focus:

1. Employee Experience: "EX Foundational (352 employees)" which is the employee and community pulse survey - \$11,500/annum
2. Public Facing Dashboard: "CX" (website dashboard) which allows project capabilities for internal and public facing dashboards with analysis, parent/guardian & community feedback (LCAP), program/event interest and feedback (and more) - \$22,300

For the first/initial year, the Implementation & Services set up was included for extra charge.

**FISCAL IMPACT:**

2023/2024 12-month Contract from Board Approval - \$33,8000 General Fund 01





## Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	Pacific Grove Unified School District 435 Hillcrest Ave Pacific Grove CA 93950 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at <a href="https://www.qualtrics.com/terms-of-service/">https://www.qualtrics.com/terms-of-service/</a> (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none"> <li>- Service Level Exhibit</li> <li>- Fees Exhibit</li> <li>- Cloud Service Exhibit</li> </ul>	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		
<b>To be completed by Customer</b>		
Regional Data Center:	Purchase Order Number (if any):	
Email Address for Invoice Submission:	Shipping Address:	
Invoicing Instructions (if applicable):	Billing Address for Invoice Submission:	Attn: ,

<b>Qualtrics</b>	<b>Customer</b>
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
<b>Qualtrics Primary Contact:</b>	<b>Customer Primary Contact:</b>
Name: Alexander Micciche	Name: Josh Jorn
Phone:	Phone: (831) 646-6509
Email: amicciche@qualtrics.com	Email: jjorn@pgusd.org



## Order Form

### Service Level Exhibit

#### Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below \* (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
  1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
  2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
  3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
  4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

# Order Form

## Fees Exhibit

### License Details

Start Date	End Date	Term in Months
First date of the initial period in the table below	Last date of the final period in the table below	12

### Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
06-Oct-2023 TO 05-Oct-2024	Cloud Professional	\$27,475.00 \$6,325.00	Effective Date	Net 30	Q-40986
<b>Total</b>		<b>USD \$33,800.00</b>			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

#### Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

# Order Form

## Cloud Service Exhibit

**Cloud Service Renewal (not applicable to pilots or proofs of concept).** Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

*[Description of Services on following page]*

# Order Form

**YEAR 1**  
**Q-40986**

## **CLOUD SERVICE**

### **CX & EX**

CX Foundation - Users : 5  
CX Foundation - Responses : 5,000  
Employees - EX Foundational : 352

For definitions of the Usage Metrics above, please refer to: <https://www.qualtrics.com/usage-metric-definitions/>

# Order Form

## Professional Services Exhibit

*Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion. Qualtrics currently intends to use Isobar. Qualtrics will provide notice to Customer if the delivery subcontractor changes.*

### Inclusions:

This is a fixed fee statement of work to support the following items related to the project.

- **Implementation Services:** 22 hours

**Statement of Work (SoW):** The below statement of work covers Qualtrics implementation services for **Pacific Grove Unified School District**.

**Project Scope:** Consultants will provide up to **22 hours** of direct and indirect training and development support related to the district's implementation of the Qualtrics platform, can include the following project areas:

- **Implementation Project: General Platform and Project Support**  
**IPS consultants will provide up to 22 hours of general platform support on the survey and dashboard tools.**
  - **Project Advisory Service Support Could Include:**
    - Current state analysis of systems and processes related to desired outcomes.
    - Review of relevant historical data sets.
    - Identification of current barriers or pain points related to desired outcomes.
    - Evaluation of touchpoints and interactions across stakeholder groups.
    - Identification of KPIs to measure stakeholder experience.
    - Development of a stakeholder experience strategy specific to the field of education.
    - Guidance on optimizing processes and reducing stakeholder effort.
    - Implementation support for recommended changes and improvements.
    - Monitoring and measurement of stakeholder experience initiatives.
    - Continuous refinement of strategies based on stakeholder feedback and best practice research.
    - Collaboration with cross-departmental teams to align stakeholder experience efforts across the organization.
    - Training and knowledge transfer to empower internal teams with stakeholder experience expertise.
    - Ongoing support and consultation to address emerging challenges and opportunities.

### Client Responsibilities:

- The client will be responsible for providing the consultant with access to the Qualtrics system, the collection and sharing of needed data files, scheduling and attending agreed-upon consultation sessions, and the application of learning through agreed-upon projects. The client will also be responsible for internal testing of training projects to ensure functionality.

### Assumptions:

- **Any deviations from the above scope may result in the need for additional contracted hours. If scope defined above requires more hours, additional contracted hours will be required.**
- Allocated hours do not include engineering services.
- Planned development sessions will occur virtually. Any in-person training requested by the client will be at the expense of the client and is not included in the above amounts.
- The cost includes direct support hours as well as offline consultant preparation time, design time, and tech support on behalf of the client. Total hours will be tracked by the consultant and provided to the client upon request.

### ESTIMATED SCHEDULE

### CONFIDENTIAL

# Order Form

Both parties agree to make all commercially reasonable efforts to complete the project and the services in the timeliest fashion possible.

Consultant support will continue until the agreed-upon hours have expired or after 6 months.

Please note that Consultants will not be available to support between Friday at 5:00 PM EST and Monday at 8:00 AM EST. Qualtrics online technical support should be utilized during these times.

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

**SUBJECT:** Board Calendar/Future Meetings

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim 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	<b>Regular Board Meeting</b> ✓ Quarterly Facilities Project Updates* ✓ Review of Legal Services Costs
Thursday, August 17	<b>Regular Board Meeting</b> ✓ Student Enrollment Update ✓ Property Tax Report
Thursday, September 7	<b>Regular Board Meeting</b> ✓ Quarterly District Safety Update* (Superintendent Report) ✓ CSBA Policy Update ✓ Cultural Proficiency/Equity Presentation
Thursday, September 14 Closed session 5:30 p.m.	<b>Special Board Meeting</b> ✓ Unaudited Actuals ✓ Board Goals Discussion
Thursday, September 21 Closed session: 5:30 p.m. Open session: 6:30 p.m.	<b>Regular Board Meeting</b> ✓ Williams Uniform Complaint Report ✓ Resolution for the GANN Limit for 2023-2024
Monday, October 2 Closed session: 5:30 p.m. No open session	<b>Special Board Meeting- Closed Session</b> ✓ Candidate selection- Superintendent
Thursday, October 5 Closed session: 5:30 p.m. Open session: 6:30 p.m.	<b>Regular Board Meeting</b> ✓ Week of the School Administrator ✓ Board Goals check-in
Tuesday, October 10 Closed session: 9am-5pm No open session	<b>Special Board Meeting- Closed Session</b> ✓ Candidate interviews- Superintendent
Thursday, October 26 Closed session: 5:30 p.m. Open session: 6:30 p.m.	<b>Regular Board Meeting</b> ✓ 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.	<b>Regular Board Meeting</b> ✓ Board Goals Study Session
Thursday, November 16 Closed session: 5:30 p.m. Open session: 6:30 p.m.	<b>Regular Board Meeting</b> ✓ Intent Form Due (to serve as Board President/Clerk) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates ✓ PGHS Course Bulletin Information/Discussion ✓ CSBA Policy Update
Thursday, December 7 Closed session: 5:30 p.m. Open session: 6:30 p.m.	<b>Regular Board Meeting</b> ✓ District Goals Update

<p>Thursday, December 14 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p><b>Organizational Meeting</b></p> <ul style="list-style-type: none"><li>✓ Election of 2023-24 Board President and Clerk</li><li>✓ First Interim Report</li><li>✓ PGHS Course Bulletin Action/Discussion</li><li>✓ Williams Uniform Complaint Report</li><li>✓ LCAP Update</li><li>✓ Employee Recognition</li><li>✓ CSBA Policy Update</li></ul>
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## TENTATIVE 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><b>Regular Board Meeting</b></p> <ul style="list-style-type: none"> <li>✓ Superintendent Goals- midyear check-in</li> <li>✓ Preliminary Enrollment Projection for 2024-25</li> <li>✓ Property Tax Update</li> </ul>
<p>Thursday, January 25 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p><b>Regular Board Meeting</b></p> <ul style="list-style-type: none"> <li>✓ CSBA Policy Update</li> <li>✓ School Accountability Report Cards</li> <li>✓ School Resource Officer Contract</li> <li>✓ Resolution recognizing February as Black History Month</li> <li>✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar</li> </ul>
<p>Thursday, February 8 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p><b>Regular Board Meeting</b></p> <ul style="list-style-type: none"> <li>✓ Report on Governor’s Budget Proposal</li> <li>✓ Budget Development Calendar</li> <li>✓ Possible Personnel Action Presented as Information (RIF)</li> <li>✓ Preliminary Review of Site Master Schedules</li> <li>✓ 2023-24 Audit Report</li> <li>✓ Quarterly Facilities Project Updates*</li> <li>✓ Resolution recognizing March as Women’s History Month</li> </ul>
<p>Thursday, March 7 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p><b>Regular Board Meeting</b></p> <ul style="list-style-type: none"> <li>✓ Second Interim</li> <li>✓ TRAN Resolution</li> <li>✓ Williams/Valenzuela Uniform Complaint Report</li> <li>✓ Board considers legislative action at local and state levels</li> </ul>
<p>Thursday, March 21 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p><b>Regular Board Meeting</b></p> <ul style="list-style-type: none"> <li>✓ Board Goals Study Session</li> </ul>
<p>Thursday, April 4 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p><b>Regular Board Meeting</b></p> <ul style="list-style-type: none"> <li>✓ Review of Strategic Plan and LCAP (as needed)</li> <li>✓ Quarterly District Safety Update (Superintendent Report)</li> <li>✓ District Goals Update</li> </ul>
<p>Thursday, April 18 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p><b>Regular Board Meeting</b></p> <ul style="list-style-type: none"> <li>✓ Review of Strategic Plan and LCAP (as needed)</li> <li>✓ Begin Superintendent Evaluation</li> <li>✓ CSBA Policy Update</li> <li>✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month</li> </ul>
<p>Thursday, May 9 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p><b>Regular Board Meeting</b></p> <ul style="list-style-type: none"> <li>✓ Continue Superintendent Evaluation</li> <li>✓ Board Goals for 2024-25</li> <li>✓ Review of Site Master Schedules</li> <li>✓ California Day of the Teacher</li> <li>✓ Week of the CSEA Employee</li> </ul>

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

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

**SUBJECT:** Staff Support for Incidents of Racism and Bullying

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent;  
Buck Roggeman, Director of Curriculum and Special Projects

**RECOMMENDATION:**

The District Administration recommends that the Board review the information regarding staff professional development and support for incidents regarding racism, bullying and bias.

**BACKGROUND/INFORMATION:**

The District will be hosting a five-part professional development series for administrators, giving them additional tools for responding to an incident of bias or discrimination on campus. The five-part series will be conducted by Dr. Brandon Krueger and Sarah Kaatz from Lozano Smith in consultation with PGUSD Director of Curriculum and Special Projects Buck Roggeman and Interim Superintendent Josh Jorn.

This five-part Series provides intensive training related to focus area three of PGUSD’s Cultural Proficiency Plan: **Bias Incident Response**. As noted below, incident response is among the five areas of District focus.

**1. Maintain Updated Board Policy and Administrative Regulations:** Establish clear and well-defined policies and administrative regulations that explicitly state the school's commitment to equity, diversity, inclusion, and the proper modalities for reporting and response.

**2. Educate Students and Staff:** Implement cultural proficiency training activities to educate students and staff about all cultures, prejudices, and the severe impacts of discrimination. Critical to this effort is teaching the essential elements of cultural competence:

- Assessing cultural knowledge
- Valuing diversity
- Managing the dynamics of difference
- Adapting to diversity
- Institutionalizing cultural knowledge.

**3. Incident Response:** Review and adjust procedural guidelines for responding to incidents of discrimination. The components of the incident response procedures are listed below:

- **Reporting System** - Confidential and accessible reporting system for students, parents, and staff to report incidents of discriminatory behavior.
- **Investigate Incidents** - Promptly investigate any incident of bias or bullying to gather all relevant information and understand the circumstances surrounding it. Conduct interviews, collect evidence, and maintain confidentiality throughout.
- **Appropriate Consequences** - If it is determined through the investigation that a consequence is necessary, an age appropriate (grade level) consequence for the individual(s) involved in the bias or bullying behavior, will take into account the severity and frequency of the incident.
- **Support for Victims** - Ensure that affected individuals feel heard, valued, and supported, so the school environment is safe for them. Offer support and resources to victims of discriminatory behavior, including counseling services, mentorship programs, or support groups.

**4. Community Engagement:** Foster an inclusive school community by organizing events, discussions, and workshops that promote dialogue, understanding, and appreciation for diversity. Encourage involvement from parents/guardians, students, and community members.

**5. Regular Evaluation:** Continuously evaluate by collecting feedback from students, staff, and parents/guardians.

**FISCAL IMPACT:**

TBD

## Pacific Grove Unified School District

### Bias Response Professional Development WORKSHOP SERIES OVERVIEW

**Objective:** To provide legal and practical foundation for addressing and responding to bias incidents and creating a sustainable approach to system-wide practices based on a framework and internal accountability

**Format:** Five (5) sessions (October through February)

**Facilitators:** Sarah Kaatz, Attorney and Dr. Brandon Krueger, Education Consultant – Lozano Smith

**Methodology:** Presentation, Collaborative Discussion, Implementation Planning

#### Session 1 – (October 3, 2023) Laying the foundation – Discrimination and Bias

- **Facts and Laws**
- **Discussion and Data Gathering**
- **Round Table**
  - What is happening on our campuses, classrooms, departments?
  - What is our current vs desired response?
  - Why the status quo is not working.

#### Session 2 – A Framework for Responding to Bias Incidents

- **Prevention and Preparation** – Building an inclusive school community should be a continuous, year-round priority. Preparation is key so that you can act quickly when an incident takes place.
- **School Policies and Response Protocols** – Having clear policies and protocols when an incident occurs will make school administrator/designee response swift and effective.

#### Session 3 – A Framework for Responding to Bias Incidents (continued)

- **Reporting** – Building a culture of reporting incidents as a responsibility and contribution to a positive climate is essential.
- **Communication** – Prompt, intentional and specific communication with the school community is critical.

#### Session 4 – A Framework for Responding to Bias Incidents (continued)

- **Education and Healing** – Teaching students (age appropriate) about bias, its harmful effects and how to challenge it throughout the school year is an important step in prevention.
- **Assessing and Adjusting** – Reviewing each incident and response and recognizing the details, the impact, the outcomes and adjusting where needed is necessary for sustainability for bias response practices.

#### Session 5 – A Framework for Responding to Bias Incidents (conclusion)

- **Stories from the field**
  - “What’s working?”

- o "What's not working?"
  - o "What's next?"
- o **Wrap Up and Follow Up**



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

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

**SUBJECT:** Future Agenda Items

**DATE:** October 5, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**RECOMMENDATION:**

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

**BACKGROUND:**

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be .... submitted to the Superintendent or designee with supporting documents and information ...”

**INFORMATION:**

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the October 5, 2023 Regular Board Meeting:

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added May 4, 2023: Equine Healing Collaborative (November 16, 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (December 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
- Added September 21, 2023: Reporting incidents of racism and bullying
- Added September 21, 2023: Staff support for incidents of racism and bullying
- Added September 25, 2023: Cultural Proficiency Strategic Plan (October 26, 2023)
- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (October 26, 2023)