

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
SPECIAL MEETING: Mar 26, 2026**



### 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:** Mar 26, 2026  
**TIME:** 5:30 PM Closed Session  
6:30 PM Open Session

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

**Trustees:**

Jennifer McNary, President  
Beth Shammass, Clerk  
Dr. Elliott Hazen  
Laura Ottmar  
Mike Wachs

**Administration:**

Superintendent Dr. Linda Adamson  
Assistant Superintendent Joshua Jom

**Student Representative(s):**

Jasmine Booker  
Paige Houston  
Paige Silveira  
Sulachhya Gurung

### VIRTUAL ZOOM LINK

<https://pgusd.zoom.us/j/83467827744?pwd=A9pKO4LtPSI5y171GBnTFeUa7ReY7X.1#success>

Meeting ID: 834 6782 7744

Passcode: 607672

One tap mobile +16699006833,,81793111121#,,,,\*717431# US (San Jose)

+16694449171,,81793111121#,,,,\*717431# US

Find your local number: <https://pgusd.zoom.us/j/83467827744?pwd=A9pKO4LtPSI5y171GBnTFeUa7ReY7X.1#success>

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 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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
SPECIAL MEETING: Mar 26, 2026**

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**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:
- Board Discussion:
- Move:  Second:  Vote:

**II. CLOSED SESSION**

A. Identify Closed Session Topics:

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

- a. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2025-26 [Government Code § 3549.1, subdivision (d)]  
Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.
- b. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-26 [Government Code § 3549.1, subdivision (d)]  
Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.
- c. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957, subdivision (b)]  
Executive session between the Board and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of receiving updates and giving direction.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
SPECIAL MEETING: Mar 26, 2026**

d. Superintendent Goals – Midyear Check-In

B. Public Comment on Closed Session Topics

C. Adjourn to Closed Session

**III. RECONVENE IN OPEN SESSION**

A. Report Action Taken in Closed Session:

a. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2025-26 [Government Code § 3549.1, subdivision (d)]

b. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-26 [Government Code § 3549.1, subdivision (d)]

c. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957, subdivision (b)]

d. Superintendent Goals – Midyear Check-In

B. Pledge of Allegiance

**IV. CONSENT**

*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. Contract for Services with Zmak Creative 5

Recommendation: (Dr. Emily Tsai Brownfield , Principal) The District Administration recommends that the Board review and approve the Contract for Services with Zmak Creative for a photography assembly and workshop at Robert H. Down Elementary School.

- Move:  Second:  Vote:

B. Out of County/Overnight Activities 12

Recommendation: ( Josh Jorn , Assistant Superintendent) The District Administration recommends that the Board review and approve the Out of County and/or Overnight Activities.

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- Move:  Second:  Vote:

**V. INFORMATION/DISCUSSION**

A. Board Governance Training and Self-Evaluation Session

Recommendation: (Dr. Linda Adamson , Superintendent) The District Administration recommends that the Board participates in a Board Governance Training and Self-Evaluation Session.

- Public Comment:
  - Board Discussion:
  - Direction: \_\_\_\_\_
- 

**VI. ADJOURNMENT**

Next Regular Board Meeting(s): Apr 9, 2026

Next Special Board Meeting(s): Apr 23, 2026

# Board Cover Sheet

## Consent ▾

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

## Meeting Date

Mar 26, 2026

## Presenter(s)

Emily Tsai Brownfield  
Robert Down

## Item

Contract for Services –Zmak Creative– RHD

## Recommendation

The District Administration recommends that the Board review and approve the Contract for Services with Zmak for the Robert H. Down Elementary School.

## Background

Robert Down Elementary School 5th Grade students would like to participate in a photography assembly and workshop at Robert Down on April 6, 2026.

## Information

Robert Down Elementary School 5th Grade students would like to participate in a photography assembly and workshop at Robert Down on April 6, 2026.

## Fiscal Impact

\$500.00

2025/26 ▾

(01) General Fund ▾

## Program/Grant

PG PRIDE Grant

*Example: Superintendent Budget/Arts & Music Grant*



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

**CONSULTANT Zmak Creative**

**SITE/DEPARTMENT Robert Down**

**SUBMITTED BY Emily Tsai Brownfield**

**FUNDING SOURCE PG PRIDE Grant**

**AGREEMENT TOTAL AMOUNT \$500.00**

**IS THIS A PRIOR YEAR VENDOR CONTRACT?**

- Yes
- No

If yes, did the vendor perform to the standards outlined in their prior year contract?

- Yes
- No (If no, explain):

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 Zmak Creative ("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 photography 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 photography speaker.

2. **Term:** Consultant shall commence providing services under this Agreement on Apr 6, 2026 , and will diligently perform as required and complete performance by Apr 6, 2026 .

3. **Compensation:** District agrees to pay \$500.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$500.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

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

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

#### 6. **Performance of Services:**

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

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

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

## 7. Termination:

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

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

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

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

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

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

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

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

10. **Limitation of District Liability:** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable

to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

**12. Confidentiality:** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**13. Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Pacific Grove Unified School District

435 Hillcrest Avenue

Pacific Grove, CA 93950

ATTENTION: Josh Jorn

Assistant Superintendent/CBO

**Consultant**

Name: Zmak Creative

Address: 3200 Crescent Avenue

City/State/Zip: Marina/CA/93933

Business Phone: (831) 883-4459

Email (Optional): Steve@SteveZmak.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
- Consultants will be fingerprinted through the District upon contract approval and prior to services rendered
- 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**

**Consultant**

Site representative or Assistant Superintendent

***(Signed AFTER Board approval)***

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

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

Signature: 

Name: Emily Tsai Brownfield

Name: Steve Zmak

Title: \_\_\_\_\_

Date: 03/19/2026

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

**Human Resources**

***(Signed AFTER Board approval)***

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

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

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

Chief Human Resources Officer

# Board Cover Sheet

## Consent ▾

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

## Meeting Date

Mar 26, 2026

## Presenter(s)

Josh Jorn

Assistant Superintendent

## Item

Out of County/Overnight Activities

## Recommendation

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

## 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

N/A

2025/26 ▾

(N/A) No Fiscal Impact

## Program/Grant

N/A

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**  
**2025-26 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
4/9/2026- 4/10/2026	Disneyland Anaheim, CA	PGHS Senior Class Senior Class Trip	Charter	\$ 25,259.00	Student Paid

# 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: 04/09/2026-4/10/2026 Day of Activity: Thursday through Friday

Activity Name/ Location: Senior Disneyland Triip Address: 1313 Disneyland Dr.

City: Anaheim County: Orange

School: Pacific Grove High School Teacher/ Class or Club: Senior Disneyland Triip Grade: 12

School Departure Time: 1:00 a.m. Pickup Time from Place of Activity: 12:00 a.m.

Name(s) of Employee(s) Accompanying Students: Sean Keller, Joe D'Amico, Jessica Grogan, Kristen Lukefahr, Imogen Erickson

Number of Adults: 5 Number of Students: 58  
(Total Chaperones)

Description of Activity/ Educational Objective: Senior Disneyland Triip

List All Stops: Lost Hills rest stop

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. JD (Teacher/Coach/Advisors Initials)

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

Name(s) of Auto Drivers (subject to change): Sean Keller is driving 6 students in his vehicle.  
Charter Bus included in price. Booked through World Strides.

- 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: Joseph D'Amico Joseph D'Amico Date: 03/20/2026  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara Date: 03/23/2026

\*\*\*\*\*  
Substitute Required: No # of Days 0 Account Code (for sub): \_\_\_\_\_

Cost of Activity: \$ 25,259.00+ Cost of Transportation: \$ 0 + Cost of Substitute: \$ 0.00 = Total Cost (Est): \$ \_\_\_\_\_

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

Account Code: Wells Fargo Associated Student Body account - #554 Disneyland

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

Date Received: 03/20/2026 Transportation Available: Yes

Transportation Type:  School Bus  Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/23/2026

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

Board Approval: \_\_\_\_\_ Date of Board Approval: \_\_\_\_\_