

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING**

Trustees

Mike Niccum, President

John Thibeau, Clerk

Bill Phillips

Tony Sollecito

Joanne Vanderhorst

Claire D'Angelo, Student Rep

DATE: Thursday, October 20, 2011

TIME: 6:00 p.m. Closed Session
7:00 p.m. Open Session

LOCATION: Pacific Grove Middle School Library
835 Forest Avenue
Pacific Grove CA 93950

SITE VISIT

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. Roll Call

C. Adopt Agenda Move: _____ Second: _____ Vote: _____

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session with the PGTA for 2010/11 and 2011/12 [Gov't Code Section 3549.1 (d)] Executive session between the public school employer and its designated representative, Dr. Ralph G. Porras, for the purpose of giving direction and updates regarding negotiations.

2. Negotiations - Collective Bargaining Session with the CSEA for 2010/11 and 2011/12. [Gov't Code Section 3549.1 (d)] Executive session between the public school employer and its designated representatives, Dr. Ralph G. Porras and Billie Mankey, for the purpose of giving direction and updates regarding negotiations.
3. Student Discipline Matter, Stipulated Expulsion
4. Legal Matter - Liability Claim #455641

B. Public comment on Closed Session items

C. Adjourn to Closed Session _____

III. RECONVENE IN OPEN SESSION _____

A. Report action taken in Closed Session

1. Negotiations - Collective Bargaining Session, PGTA
2. Negotiations - Collective Bargaining Session, CSEA
3. Student Discipline Matter, Stipulated Expulsion
4. Legal Matter - Liability Claim #455641

B. Pledge of Allegiance Led by _____

IV. BREAK OUT SESSIONS

Once a year, Board meetings are held at all school sites. This provides administration and staff with an opportunity to showcase their school's accomplishments through presentations and discussions. Board members will conduct break-out sessions to talk with staff about student programs and projects. This is an opportunity for open dialogue. The public are invited to attend. Board members may provide comments regarding the session that they attended.

V. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comments to no more than three (3) minutes for each agenda or non-agenda item; a total time for public input on each item is 20 minutes, pursuant to Board Policy 9323. Public comment will also be allowed on each specific action item prior to Board action thereon. 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.

VII. CONSENT AGENDA

*Items listed under the Consent Agenda are considered to be routine and/or may have been discussed at a previous Board meeting. **There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public 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.*

	Page
A. <u>Classified Assignment Order #6</u> Recommendation: (Billie Mankey) The administration recommends adoption of Classified Assignment Order #6.	6
B. <u>2011/12 General Fund Budget Revision #2</u> Recommendation: (Rick Miller) The District Administration recommends approval of the proposed budget revisions as presented.	8
C. <u>Cafeteria Fund (13) Budget Revision #1</u> Recommendation: (Rick Miller) The District Administration recommends approval of the proposed budget revisions.	13
D. <u>Deferred Maintenance Fund (14) - Budget Revision #1</u> Recommendation: (Rick Miller) The District Administration recommends approval of the proposed budget revision as presented.	17
E. <u>CAHSEE & STAR Test Intensive Math Intervention Tutors at the High School</u> Recommendation: (Ani Silva) The Administration recommends that the Board approve the contracts for Ellisa Koenig and Monique Barr to be CAHSEE & STAR Test Intensive Math Intervention Tutors at the High School.	21
F. <u>CSUMB Teacher Prep Program/Student Teaching Agreement</u> Recommendation: (Billie Mankey) The administration recommends the approval of California State University, Monterey Bay's Memorandum of Understanding for partnering in their Teacher Prep Program.	24

APPROVE CONSENT AGENDA: Move: _____ Second: _____ Vote: _____

VIII. ACTION/DISCUSSION

- A. Adoption of Resolution #901 – Authorizing Refunding of 1999 General Obligation Bonds 28
Recommendation: (Rick Miller) The Administration recommends that the Board adopt Resolution #901 authorizing the refunding of the 1999, General Obligation Bonds, Series B, C and D.

Move: _____ Second: _____ Roll Call Vote: _____
Phillips ___ Thibeau ___ Niccum ___ Vanderhorst ___ Sollecito ___

- B. Approval of Resolution #902 – Authorizing Execution of State Preschool Contract Amendments 59
Recommendation: (Rick Miller) The Administration recommends that the Board authorize execution of the amended contract to continue the offering of the State Preschool program for 2011/2012 subject to ongoing review to be sure program expenses are being maintained within the State funding.

Move: _____ Second: _____ Roll Call Vote: _____
Phillips ___ Thibeau ___ Niccum ___ Vanderhorst ___ Sollecito ___

- C. Pacific Grove Community High School Single Plan for Student Achievement (SIP), 2011/12 61
Recommendation: (Matt Bell) The Board approve the Pacific Grove Community High School’s Site Improvement Plan to allow the spending of previously allocated funds.

Move: _____ Second: _____ Vote: _____

- D. Board Calendar/Future Meetings 73
Recommendation: (Ralph Gómez Porras) 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.

Move: _____ Second: _____ Vote: _____

IX. INFORMATION/DISCUSSION

- A. Measure D Project Status 76
Recommendation: (Rick Miller) The Administration recommends that the Board review the Status of various Measure D projects and request additional information as needed.

Board Direction: _____

- B. K-5 Math Program Update 80
Recommendation: (Ani Silva, Mariphil Romanow-Cole, Linda Williams) The Board will discuss the comprehensive report on math programs and provide direction to staff. [The report will be available at the Board meeting.]

Board Direction: _____

- C. Eligibility Standards With Respect to the No-F Rule 81
Recommendation: (Matt Bell) The high school administration recommends that the no-F rule remain in place (BP6145) in order to be eligible for participation in extracurricular or co-curricular activities.

Board Direction: _____

- D. Future Agenda Items 83
Recommendation: (Ralph Gómez Porras) The Board review each request for a future agenda item and direct Administration to placement of the agenda item on an upcoming Board agenda.

November

Family Vacations and Student Attendance Policy

unassigned

Depreciation Schedule

Facility Use Fees

Special Education Program Reform, Year 3

Substitute teacher pay

X. ADJOURN _____

Next regular meeting: November 10, 2011 – High School Library

SUBJECT: Classified Assignment Order #6

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

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #6.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ORDER NO. 6, October 20, 2011**

Information will be available at October 20 Board meeting.

SUBJECT: 2011/12 General Fund Budget Revision #2

PERSON(S) RESPONSIBLE: Rick Miller, Asst. Supt. for Business Services

RECOMMENDATION:

The District Administration recommends approval of the proposed budget revisions as presented.

BACKGROUND:

During the year the District's operating budget is revised to reflect changing conditions or Board decisions which have a fiscal impact on the District. By law, the budget must be revised at least three times a year. This is the second revision of the 2011/12 budget.

INFORMATION:

The Budget Summary Table A summarizes the proposed revisions included within this Budget Revision. The pages following Table A identify, in specific detail, each component revision of revenues and expenditures, and the components of the Ending Balance. The major items contained within the Revision are as follows:

1. A revision of projected Federal revenues based on most current information.
2. A revision of projected State revenues based on most current information. Notably:
 - a) The "Fair Share" reduction of \$18,365 has been increased based on State adjusted revenue limit calculations.
3. An adjustment of salaries and benefits to reflect the following:
 - a) The current estimated cost of all positions both filled and vacant, including Step and Column.
 - b) The additional cost of the two new teachers, aides and 1 section at the Middle School.

The numbers shown in Table A reflect current estimates.

4. An adjustment of the components of the projected ending balance as follows:
 - a) The creation of the "Future Deficit Reserve" which is projected to be needed.
 - b) The continuation of a portion of "Position Retention Reserve" held for Adult Education when costs have been finalized for 2 teachers.

The following multi year projection identifies a current estimate of the financial situation over the next three years based on the assumptions noted. Notably the financial condition of the district remains positive with all reserves in place and an assumed continuation of a "fair share" reduction – [until 2014/15 when a deficit of \$596,078 would occur.] Many changes could of course change before that would occur but, in a worst-case scenario, expenditure reductions or revenue enhancements, would be needed to offset this deficit. (The assumed extension and increase of the parcel tax has not been assumed at this time. If successful the extension and increase will cover this projected deficit.)

OPTIONS:

1. Approve General Fund Budget Revision #2.
2. Not approve General Fund Budget Revision #2 and provide alternative direction.

2011-2012 BUDGET
GENERAL FUND

	2011-2012 ADOPTED BUDGET	2011-2012 REVISED BUDGET	2011/2012 REVISION 2	Change From REVISED BUDGET
A. REVENUES				
1) REV LIMIT SOURCES				
a. State Apportionments	(40,176)	(40,176)	(40,176)	0
b. Transfers to Charter Schools In-Lieu	(25,000)	(25,000)	(25,000)	0
c. Local Sources	18,736,160	19,094,897	19,094,897	0
TOTAL REVENUE LIMIT	18,670,984	19,029,721	19,029,721	0
2) FEDERAL REVENUES	462,289	669,535	663,052	(6,483)
3) OTHER STATE REVENUES	2,104,489	2,214,589	2,196,224	(18,365)
4) OTHER LOCAL REVENUES	1,089,245	1,089,245	1,174,615	85,370
5) TOTAL	22,327,007	23,003,090	23,063,612	60,522
B. EXPENDITURES				
1) CERTIFICATED SALARIES	11,434,344	11,407,457	11,561,055	153,598
2) CLASSIFIED SALARIES	3,766,945	3,884,872	3,950,176	65,304
3) EMPLOYEE BENEFITS	3,671,556	3,646,618	3,678,435	31,817
4) BOOKS AND SUPPLIES	647,792	664,936	1,252,907	587,971
5) SERVICES AND OTHER OPER.	2,993,199	3,082,978	3,240,338	157,360
6) CAPITAL OUTLAY	4,114	4,114	4,114	0
7) OTHER OUTGO	713,241	713,241	576,618	(136,623)
8) DIRECT/INDIRECT COSTS	(332,740)	(332,740)	(332,740)	0
9) TOTAL	22,898,451	23,071,476	23,930,903	859,427
C. EXCESS OF REV OVER EXP	(571,444)	(68,386)	(867,291)	(798,905)
D. OTHER FINANCING SOURCES				
1) a. Transfers In	0	0		0
b. Transfers Out	(894,989)	(144,926)	(144,926)	0
2) a. Other Sources	0	0		0
b. Other Uses	0	0		0
3) TOTAL	(894,989)	(144,926)	(144,926)	0
E. NET INCREASE (DECREASE) IN FUND BALANCE	(1,466,433)	(213,312)	(1,012,217)	(798,905)
F. 1) BEGINNING BALANCE JULY 1	3,198,184	4,859,251	4,857,837	(1,414)
2) ENDING BALANCE JUNE 30	1,731,751	4,645,939	3,845,620	(800,319)
G. COMPONENTS OF ENDING BALANCE				
1) REVOLVING CASH	5,000	5,000	5,000	0
2) 3% REQUIRED RESERVE	713,803	696,492	722,275	25,783
3) PROPERTY TAX RESERVE (.5%)	93,681	95,474	95,474	0
4) SICK LEAVE INCENTIVE RESERVE	60,000	60,000	60,000	0
5) POSITION RETENTION RESERVE		98,853	30,360	(68,493)
6) STATE FUNDING/BASIC AID SET ASIDE	0	445,000	445,000	0
7) ARRA/SFSF RESERVE	56,650	0	0	0
8) BLDG/DEF. MAINT FUNDS RESERVE	340,000	340,000	340,000	0
9) MEDICAL ADMIN. ACTIVITIES RESERVE	12,000	0	0	0
10) CATEGORICAL FUND RESERVE	140,814	0	0	0
11) 2012/2013 DEFICIT RESERVE	309,803	0		0
12) COMPENSATION RESERVE	0	0	134,392	134,392
12) DONATION CARRYOVER	0	285,992	0	(285,992)
13) LEGALLY RESTRICTED STATE GRANTS	0	4,523	0	(4,523)
14) DISCRETIONARY CARRYOVER ALLOWED	0	211,187	0	(211,187)
15) DISCRETIONARY CARRYOVER RESERVED	0	190,392	0	(190,392)
16) PRIOR REDUCTIONS RESERVED	0	309,609	0	(309,609)
17) FUTURE DEFICIT RESERVE			2,013,118	2,013,118
18) UNAPPROPRIATED AMOUNT	0	1,903,417	0	(1,903,417)

GENERAL FUND

SECOND BUDGET REVISION 2011-12

The following provides specific detail concerning the budget revisions that are summarized in the Budget Summary Table A. Table reference numbers are given after each title to identify where the specific financial impact of the revision is appearing in the budget revision table.

A REVENUE REVISIONS

1 Revenue Limit Sources

- a. State Apportionments - Unchanged
- b. Transfers To County Charter School In-Lieu of Taxes - Unchanged
- d. Local Sources – Unchanged

2. Federal Revenue

To reflect the actual Perkins Grant. (From Books and Supplies) **<\$ 6,483>**

3. Other State Revenues

To reflect the revised “Fair Share” Basic Aid reduction. (From Ending Fund Balance) **<\$18,365>**

4. Other Local Revenue

To reflect donation income. (From Materials and Supplies and Other Operating Expenses) **\$85,370**
 \$16,576 P.G. Pride
 \$ 5,810 Curriculum
 \$ 5,000 Central Coast Families
 \$16,310 Robert Down
 \$ 1,034 Middle School
 \$ 4,000 High School
 \$ 110 Community High School
 \$ 4,314 R.O.P

Total Revenue \$ 60,522

B EXPENDITURE REVISIONS

1. Certificated Salaries

To reflect transfers to meet program needs. (From Services and Other Operating Expenses) **\$ 7,915**
 To reflect new positions, Board Approved 9/15. (From Ending Fund Balance) **\$145,683**

Subtotal \$153,598

2. Classified Salaries

To reflect new positions the Board approved 9/15. (From Ending Fund Balance) **\$ 65,304**

3. Employee Benefits

To reflect new positions Board approved 9/15. (From Ending Fund Balance) **\$ 31,817**

4. Books and Supplies (B.4)		
To restore prior year reductions. (From Ending Fund Balance)		\$ 83,954
To restore prior year allowed carryover. (From Ending Fund Balance)		\$188,788
To restore prior year donation carryover. (From Ending Fund Balance)		\$240,847
To restore prior year legally restricted grant carryover. (From Ending Balance)		\$ 4,523
To restore locally restricted grant carryover. (From Ending Fund Balance)		\$ 1,874
To restore prior year Deferred Revenue. (From Ending Fund Balance)		\$ 5,933
To reflect expenditures associated with donations. (From Other Local Revenue)		\$ 61,194
To reflect transfers to meet program needs. (From Services and Other Operating Expenses)		479
To reflect the printing costs associated with Parcel Measure V. (From Ending Fund Balance)		\$ 6,000
To reflect the revised Perkins Grant. (From Federal Revenue)		<\$ 6,751>
To reflect the Special Education Contract. (From Ending Fund Balance)		\$ 1,130
	Subtotal	\$587,971
5. Services and Other Operating (B.5)		
To restore prior year reductions. (From Ending Fund Balance)		\$ 23,176
To restore prior year allowed carryover. (From Ending Fund Balance)		\$ 28,742
To reflect expenditures associated with donations. (From Other Local Revenue)		\$ 13,250
To reflect expenditures associated with locally restricted grants. (From Ending Fund Balance)		\$ 40,770
To reflect transfers to meet program needs. (From Materials and Supplies)		\$ 2,559
Salaries, Benefits, and Services and Other Operating Expenses		
To reflect the additional funding for the School Resource Officer. (From Ending Fund Balance)		\$ 21,495
To reflect the costs for Community Human Services. (Board approved 9/15) (From Ending Fund Balance)		\$ 1,850
To reflect the additional costs associated with Special Education Summer School, Board Approved 8/18. (From Ending Fund Balance)		\$ 2,338
To reflect Special Education costs, Board approved. (From Ending Fund Balance)		\$ 23,180
	Subtotal	\$157,360
6. Capital Outlay - Unchanged		
7. Other Outgo		
To reflect the revised estimate of the County Billback for Special Education. (From Ending Fund Balance)		<\$136,623>
8. Direct/indirect Costs - Unchanged		
	Total Expenditures	\$859,427
C. EXCESS OF REVENUE OVER EXPENDITURES		<\$798,905>

The net effect of the increase in current revenue of **\$60,522** (Section A) and the increase in expenditures of **\$859,427** (Section B) results in deficit spending of **\$867,291**, an increase of **\$798,905**.

D OTHER FINANCING SOURCES

- 1a) Transfers In – Unchanged
- 1b) Transfers Out – Unchanged
- 2a) Other Sources – Unchanged
- 2b) Other Uses - Unchanged

E NET DECREASE IN FUND BALANCE<**\$798,905**>

Current authorized expenditures (Section B) and Other Financing Sources (Section D) are less than current projected revenues (Section A) by **\$1,012,217**, an increase of **\$798,905**.

F. 1. BEGINNING BALANCE – JULY 1

The beginning balance is now projected to be **\$4,857,837**, a decrease of **\$1,414**.

2. ENDING BALANCE – JUNE 30

The ending balance is now projected to be **\$3,845,620**, a decrease of **\$800,319**.

G. COMPONENTS OF ENDING BALANCE

- 1. Revolving Cash – Unchanged
- 2. 3% Reserve – Is now projected to be **\$722,275**, an increase of **\$25,783**.
- 3. Property Tax Reserve – Unchanged
- 4. Sick Leave Incentive Reserve – Unchanged
- 5. Position Retention Reserve – Is now projected to be **\$30,360**, a decrease of **\$68,493**
- 6. State Funding/Basic Aid Set Aside – Unchanged
- 7. Building and Deferred Maintenance Funds Reserve – Unchanged
- 8. Compensation Reserve – Is now projected to be **\$134,392**, an increase of **\$134,392**
- 9. Donation Carryover – Is now projected to be **\$0**, a decrease of **\$285,992**
- 10. Legally Restricted State Grants – Is now projected to be **\$0**, a decrease of **\$4,523**
- 11. Discretionary Carryover Allowed – Is now projected to be **\$0**, a decrease of **\$211,187**
- 12. Discretionary Reserved – Is now projected to be **\$0**, a decrease of **\$190,392**
- 13. Prior Reductions Reserve – Is now projected to be **\$0**, a decrease of **\$309,609**
- 14. Future Deficit Reserve – Is now projected to be **\$2,013,118**, an increase of **\$2,013,118**
- 15. Unappropriated Amount – Is now projected to be **\$0**, a decrease of **\$1,903,417**

10/6/2011 12:48 PM

SUBJECT: Cafeteria Fund (13) Budget Revision #1

PERSON(S) RESPONSIBLE: Rick Miller, Asst. Supt. for Business Services

RECOMMENDATION:

The District Administration recommends approval of the proposed budget revisions.

BACKGROUND:

The Cafeteria Program budget is operated as a separate fund by the District. As changes in revenues and expenditures occur, the budget is to be revised to reflect the new information. The size of the fund and the limited number of variables mean the fewer revisions are made than in the General Fund budget. This is the first revision for fiscal year 2011/12.

INFORMATION:

The Budget Review Table summarizes the proposed items included with this Revision. The pages following the table identify in specific detail each component revision of revenues and expenditures, and the components of the Ending Balance. The major items contained within this Revision are as follows:

- A. An adjustment of revenues to reflect current information that shows an increase in sales associated with the various improvements that have been implemented at the sites.
- B. An adjustment of expenditures to reflect current estimates of personnel costs.
- C. An adjustment of the beginning balance to reflect the ending balance from the prior years.

FISCAL IMPACT:

As previously discussed in specific reports on the Food Service program, even with price increases, the enhanced Cafeteria program is unable to operate within its revenues and requires a \$100,000 supplement from the General Fund to complete the year. Despite increased sales and operating efficiencies it appears that the level of subsidy will not be able to be decreased in 2011/2012 or 2012/13 if the same level of service is to be provided.

OPTIONS:

- 1. Approve the budget revisions as proposed.
- 2. Not approve the budget revisions as proposed and provide direction to the Administration to make alternative revisions.

Ref: Cafeteria Fund 13

CAFETERIA FUND
2011/2012

TABLE
BUDGET SUMMARY
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

SEPTEMBER

	2011/2012 APPROVED BUDGET	2011/2012 REVISION 1	CHANGE FROM APPROVED BUDGET
A. REVENUES			
1) FEDERAL REVENUES	75,000	90,000	15,000
2) OTHER STATE REVENUES	7,500	7,500	0
3) FOOD SERVICE SALES	265,000	265,000	0
4) OTHER LOCAL REVENUES	0		0
5) TOTAL	347,500	362,500	15,000
B. EXPENDITURES			
1) CLASSIFIED SALARIES	219,519	194,253	(25,266)
2) EMPLOYEE BENEFITS	53,555	48,292	(5,263)
3) SUPPLIES	240,026	240,026	0
4) SERVICES AND OTHER OPERATING	3,500	3,500	0
5) CAPITAL OUTLAY	0	0	0
6) OTHER OUTGO	0	0	0
7) DIRECT/INDIRECT COSTS	0	0	0
8) TOTAL	516,600	486,071	(30,529)
C. EXCESS (DEFICIENCY) OF REV OVER	(169,100)	(123,571)	45,529
D. OTHER FINANCING SOURCES			
1) a. Transfers In	100,000	100,000	0
b. Transfers Out	0	0	0
2) a. Other Sources	0	0	0
b. Other Uses	0	0	0
3) TOTAL	100,000	100,000	0
E. NET INCREASE (DECREASE) IN FUND BALANCE	(69,100)	(23,571)	45,529
F. 1) BEGINNING BALANCE JULY 1	69,100	50,396	(18,704)
2) ENDING BALANCE JUNE 30	(0)	26,825	26,825
G. COMPONENTS OF ENDING BALANCE			
1) STORES RESERVE	0	26,825	26,825
2) CAPITAL IMPROVEMENT RESERVE	0	0	0
3) UNAPPROPRIATED AMOUNT	(0)	0	0

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

CAFETERIA FUND

FIRST BUDGET REVISION 2011-12

The following provides specific detail concerning the budget revisions that are summarized in the Budget Summary Table A. Table reference numbers are given after each title to identify where the specific financial impact of the revision is appearing in the budget revision table.

A. REVENUE REVISIONS

1. Federal Revenues -	
Increased to reflect a revised estimate based on an analysis of prior year. This is offset by an increase in the Ending Fund Balance.	\$15,000
2. Other State Revenues - Unchanged	
3. Food Service Sales	
4. Other Local Revenue - Unchanged	
	Total Revenue
	\$15,000

B. EXPENDITURE REVISIONS

1. Classified Salaries (B.1)	
Decreased to reflect actual costs. This is offset by An increase in the Ending Fund balance.	<\$25,266>
2. Employee Benefits (B.2)	
Decreased to reflect actual costs.	<\$ 5,263>
3. Supplies (B.3) - Unchanged	
4. Services and Other Operating (B.4) - Unchanged	
5. Capital Outlay – unchanged	
6. Other Outgo – unchanged	
7. Direct/indirect Costs - unchanged	
	Total Expenditures
	<\$30,529>

C. EXCESS OF REVENUE OVER EXPENDITURES

The net effect of a \$15,000 increase in Current Revenues (Section A) and a **\$30,529** decrease in expenditures (Section B) results in the District's current projected revenues being **\$123,571** less than current authorized expenses, an increase of **\$45,529**. **\$ 45,529**

D. OTHER FINANCING SOURCES

- 1a) Transfers In – Unchanged
- 1b) Transfers Out - Unchanged
- 2a) Other Sources – Unchanged
- 2b) Other Uses - Unchanged

E. NET INCREASE IN FUND BALANCE**\$45,529**

Current authorized Expenditures (Section B) and Other Financing Sources (Section D) are more than Current projected revenues (Section A) by **\$23,571**, an increase of **\$45,529**. Therefore, the fund balance increases by this amount.

F. 1. BEGINNING BALANCE – JULY 1 \$50,396

Decreased **\$18,704** to reflect carryover from 2010-2011

2. ENDING BALANCE – JUNE 30

The ending balance is projected to be **\$26,825**, an increase of **\$26,825**

G. COMPONENTS OF ENDING BALANCE

- 1. Stores reserve – Increased **\$26,825** as a result of this revision.
- 2. Capital improvement reserve - unchanged
- 3. Unappropriated amount - Unchanged

SUBJECT: Deferred Maintenance Fund (14) - Budget Revision #1

PERSON(S) RESPONSIBLE: Rick Miller, Asst. Supt. for Business Services

RECOMMENDATION:

The District Administration recommends approval of the proposed budget revision as presented.

BACKGROUND:

The Deferred Maintenance Fund budget is operated as a separate fund by the District to allow for clear accounting of revenues and expenses associated with this State matching program. This is the first revision for fiscal year 2011/2012.

INFORMATION:

The Budget Review Table summarizes the proposed revisions included within Budget Revision #1. The page following the table identifies in specific detail each component revision of revenues and expenditures, and the components of the Ending Balance. The items contained within Revision #1 include:

- a) An adjustment of the beginning balance to reflect funds remaining at the end of the prior year.
- b) An adjustment of the amounts allocated in expenditure categories to allow a positive Ending Fund Balance.

Revenues available in this fund are generally to be used to cover the cost of eligible “deferred maintenance” projects not funded by Measure D. Recent State Budgetary actions have increased the flexibility in use of these funds to any and all operational costs of the district.

FISCAL IMPACT:

The net effect of the revisions reflects the status of the fund.

OPTIONS:

1. Approve the budget revision as proposed.
2. Not approve the budget revision as proposed and provide alternative direction to the Administration to make other revisions.

Fund 14 DEFERRED MAINTENANCE
2011-2012

TABLE A
BUDGET SUMMARY
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

	2011-2012 ADOPTED BUDGET	2011-2012 REVISION 1	CHANGE FROM ADOPTED
A. REVENUES			
1) DEFERRED MAINTENANCE ALLOWANCE	95,279	95,279	0
2) INTEREST	2,970	2,970	0
3) GAINS OR LOSSES ON INVESTMENTS	0	0	0
3) DEFERRED MAINTENANCE CONTRIBUTION	0	0	0
4) TOTAL	98,249	98,249	0
B. EXPENDITURES			
1) CLASSIFIED SALARIES	0	0	0
2) BENEFITS	0	0	0
3) MATERIALS AND SUPPLIES	205,325	205,325	0
4) PROFESSIONAL/CONSULTING SERVICES	824,214	708,113	(116,101)
5) TOTAL	1,029,539	913,438	(116,101)
C. EXCESS (DEFICIENCY) OF REV OVER EXP	(931,290)	(815,189)	116,101
D. OTHER FINANCING SOURCES			
1) a. Transfers In	0	0	0
b. Transfers Out	0	0	0
2) a. Other Sources	0	0	0
b. Other Uses	0	0	0
3) TOTAL	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE	(931,290)	(815,189)	116,101
F. 1) BEGINNING BALANCE JULY 1	931,290	915,189	(16,101)
2) ENDING BALANCE JUNE 30	0	100,000	100,000
G. COMPONENTS OF ENDING BALANCE			
1) UNAPPROPRIATED AMOUNT	0	100,000	100,000

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

DEFERRED MAINTENANCE FUND 14

FIRST BUDGET REVISION 2011/2012

The following provides specific detail concerning the budget revisions that are summarized in the Budget Summary Table A. Table reference numbers are given after each title to identify where the specific financial impact of the revision is appearing in the budget revision table.

A. REVENUE REVISIONS

1. Deferred Maintenance Allowance - Unchanged
2. Interest - Unchanged
3. Gains or Losses on Investments - Unchanged
4. Deferred Maintenance Contribution – Unchanged

B. EXPENDITURE REVISIONS

1. Classified Salaries - Unchanged
2. Benefits – Unchanged
3. Materials and Supplies - Unchanged
4. Services and Other Operating Expenses
Decreased to allow a fund balance. <\$116,101>

TOTAL EXPENDITURES <\$116.101>

C. EXCESS OF REVENUE OVER EXPENDITURES

The net effect of no increase in current revenue (Section A) and the decrease in expenditures of \$116,101 (Section B) results in the fund's current projected revenues being **\$815,189** less than current authorized expenses, an increase of **\$116,101**.

D. OTHER FINANCING SOURCES

- 1a) Transfers In – Unchanged
- 1b) Transfers Out - Unchanged
- 2a) Other Sources – Unchanged
- 2b) Other Uses - Unchanged

E. NET DECREASE IN FUND BALANCE \$116,101

Current authorized Expenditures (Section B) and Other Financing Sources (Section D) are more than Current projected revenues (Section A) by **\$815,189** an increase of **\$116,101**. Therefore, the fund balance increases by this amount.

F. 1. BEGINNING BALANCE – JULY 1 \$915,189

Decreased **\$16,101** as a result of prior year carryover.

2. ENDING BALANCE – JUNE 30

The ending balance is projected to be **\$100,000** but only if all funds have been expended. Note, that at this time no funds have been expended or are encumbered.

G. COMPONENTS OF ENDING BALANCE

- 1. Unappropriated Amount - Increased **\$100,000** as a result of this revision.

SUBJECT: CAHSEE & STAR Test Intensive Math Intervention Tutors at the High School

PERSON(S) RESPONSIBLE: Ana Silva , Director Curriculum/Special Projects

RECOMMENDATION:

The Administration recommends that the Board approve the contracts for Ellisa Koenig and Monique Barr to be CAHSEE & STAR Test Intensive Math Intervention Tutors at the High School.

BACKGROUND:

Last school year, we began intensive math tutoring at the High School with the intention of raising the passing rates on the math section of the CAHSEE & improving STAR scores in the math content area. The tutoring program has been a success, and the passing rate on the math section on the CAHSEE improved; as well as improved STAR scores for some students.

INFORMATION:

The math intervention tutors will provide intensive intervention instruction in small group settings up to four and a half hours a week. Sessions will be offered after school and in the evenings in one hour or one and one half hours sessions four times per week Monday through Thursday.

FISCAL IMPACT:

\$4161.73 funded through the CHASEE Intensive budget. The CAHSEE intensive budget is funded by the state and specifically earmarked for use for intensive tutoring and intervention materials. The CAHSEE Intensive budget was approved in the 2011-2012 PGUSD Budget.

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving no potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and ELLISA KOENIG for services rendered as specified below.

1. **Scope of Service:**

To provide: Intensive math intervention tutoring for CAHSEE & STAR testing at the High School.

2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed): Students will be better prepared for & score higher on their CAHSEE & STAR tests.

3. **Length of the Contract:**

Service is to be provided for the remainder of the 2011/2012 school year

4. **Financial Consideration:**

Consultant to be paid at the rate of: \$40.21 per hour for 2.5 hours per week for 23 weeks for a total of \$2312.07


Funding Source: 01-7055-0-1110-1000-580000-000-4949-073 (CAHSEE Intensive)

Consultant: ELLISA KOENIG

Address: 13 Shady Lane Monterey, Ca 93940 Phone: 643-2191

Signed _____ Date _____

District Employee Independent Consultant

Signed  Date 10/3/11

Site/Program Administrator – (Check appropriate box below)

Contracted work was assigned using District's normal employment recruitment process.

Contracted work was not assigned using District's normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

***Independent Consultant** must sign and submit a W-9 to District prior to providing service.

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving no potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and MONIQUE BARR for services rendered as specified below.

1. Scope of Service:

To provide: Intensive math intervention tutoring for CAHSEE & STAR testing at the High School.

2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Students will be better prepared for & score higher on their CAHSEE & STAR tests.

3. Length of the Contract:

Service is to be provided for the remainder of the 2011/2012 school year

4. Financial Consideration:

Consultant to be paid at the rate of: \$40.21 per hour for 2.0 hours per week for 23 weeks for a total of \$1849.66

Funding Source: 01-7055-0-1110-1000-580000-000-4949-073 (CAHSEE Intensive)

Consultant: MONIQUE BARR

Address: 311 Lobos Ave, Pacific Grove Ca 93950 Phone: 372-2961

Signed _____ Date _____

District Employee Independent Consultant

Signed Ana Silva Date 10/3/11

Site/Program Administrator – (Check appropriate box below)

Contracted work was assigned using District's normal employment recruitment process.

Contracted work was not assigned using District's normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

***Independent Consultant** must sign and submit a W-9 to District prior to providing service.

SUBJECT: CSUMB Teacher Prep Program/Student Teaching Agreement

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

RECOMMENDATION:

The administration recommends the approval of California State University, Monterey Bay's Memorandum of Understanding for partnering in their Teacher Prep Program.

INFORMATION/BACKGROUND:

The CSUMB Teacher Prep Program is a partnership between CSUMB, the California Commission on Teacher Credentialing and partnering school districts. The connection of student teachers with PGUSD Certificated staff allows students not only to complete their Teacher Prep Program, but to gain valuable hands-on instructional practices for use throughout their career. It has been proven that this type of mentoring increases longevity in the teaching profession

The term of this Memorandum of Understanding is for 2011-2012 school year.

FISCAL IMPACT:

None



School of Education
Teacher Education Department
College of Professional Studies
100 Campus Center
Seaside, CA 93955-8001
831-582-3639
Fax 831-582-3585

Date: 9/30/11

STUDENT TEACHING AGREEMENT

This agreement entered into by and between the State of California, through the Trustees of the California State University, on behalf of California State University Monterey Bay, noted below, all of which are hereinafter called CSUMB, and the School District noted below hereinafter called the District..

WITNESSETH

Whereas, the District is authorized to enter into agreements with CSUMB, to provide teaching experience through student teaching to students enrolled in teacher training curricula of CSUMB and,

Whereas, any such agreement should provide compensation for the services rendered by the District of an amount not to exceed the actual cost to the District for the services rendered by the District, and

Whereas, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the Cooperating Teacher and/or Onsite Supervisor as compensation for and recognition of services performed for the student teacher in the Cooperating Teacher's and/or Onsite Supervisor's charge:

SPECIAL PROVISIONS

District: Pacific Grove Unified School District

County of: Monterey

The TERM of the Agreement is from: August 1st 2011 – June 30th 2012

CSUMB shall compensate the District for such services at the rate and amount commensurate with duties. Phase I Cooperating Master Teachers of Multiple Subject credential candidates shall receive \$75.00 per semester, while Phase II Cooperating Master Teacher shall receive \$150.00 per semester. Cooperating teachers of Single Subject students shall receive \$200.00 for the academic year. Special Education Master Teachers will be compensated \$75.00 for the initial semester and \$150.00 for the final semester experience with a student teacher. A trained Co-Teacher for any of these programs shall receive \$125.00 per semester, totaling \$250 per year per student.

GENERAL TERMS

1. The District shall provide to CSUMB students a teaching experience through student teaching in schools and classes of the District as set forth in the Special Provisions. Such student teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and CSUMB, through their duly authorized representatives, may agree upon. The District may, for good cause, and in writing refuse to accept for student teaching any student of CSUMB assigned to student teach in the District and, upon the written request of the District, CSUMB shall terminate the assignment of said student.

"Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.

2. CSUMB shall compensate for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester of student teaching.

3. An assignment of a student of CSUMB to student teach in schools or classes of the District shall be at the discretion of CSUMB, but a student may be given more than one assignment by CSUMB to student teach in such schools or classes.
4. The assignment of a student of CSUMB to student teach in the District shall be deemed to be effective for purposes of this agreement as of the date CSUMB has set with the district.
5. Within a reasonable time following the close of each semester, CSUMB shall work with the District to compensate for services provided by the District. CSUMB will compensate for such services from monies made available for such purpose pursuant to the laws of the State of California.
6. Notwithstanding any other provisions of this agreement, CSUMB shall not be obligated by this agreement to pay the District any amount in excess of the rate as set forth in the Special Provisions.
7. Both parties reserve the right to terminate this Agreement upon a thirty (30) day written notice.
8. All workers' compensation shall be the cost of the District unless otherwise provided herein, and all premiums therefore shall be paid by the District.

SCHOOL DISTRICT AGREES TO THE FOLLOWING:

1. To always assign the student teacher to an appropriate Multiple Subject Class, Single Subject Class, or Special Education Class with a qualified Cooperating Master Teacher who can spend the time needed for instructional planning and modeling classroom management and instructional strategies. The qualified Cooperating Master Teacher must have a minimum of three years experience, tenured, and other qualifications determined by the individual program, as described in the relevant program handbook.
2. To always assign the student teacher a class that assures the presence of students with exceptionalities and English language learners.
3. To always assign the student teacher to a classroom with technology and a variety of instructional resources that can be used for education purposes.

CSUMB SCHOOL OF EDUCATION AGREE TO THE FOLLOWING:

1. Provide professional development opportunities for University Supervisor and Cooperating Master Teachers by qualified staff.
2. Provide enthusiastic, qualified and knowledgeable teaching candidates, all trained in the Co-Teaching model.
3. Provide support to the Cooperating Master Teacher through the University Supervisor.

MUTUAL INDEMNIFICATION

The District shall hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, California State University, Monterey Bay (CSUMB), and the Officers, employees, volunteers, and agents of each from any and all losses, demands, claims, causes of action, damages, and agents in the performance of this Agreement.

CSUMB shall hold harmless, defend and indemnify the District and its officers, employees, and agents from any and all losses, demands, claims, causes of action, damages, and all costs and expenses incurred in connection with any negligence on the part of CSUMB, and its officers, employees, volunteers, and agents in the performance of this Agreement.

Neither termination of the agreement nor completion of the acts to be performed under this agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

_____ Date

“It was moved, seconded and carried that the attached contract with the Trustess of California CSUMB, whereby the University may assign students to the school in the School District is hereby authorized to execute the same.”

Pacific Grove Unified School District
SCHOOL DISTRICT

Monterey
COUNTY

BY _____
Clerk or Secretary (strike one) of the Governing Board of the School District

By _____ Date _____

Name _____

Agreement Approved and Authorized:

For the District: Signature Above

For CSUMB: _____
Teacher Education

_____ Business & Support Services

SUBJECT: Adoption of Resolution #901 Authorizing Refunding of 1999 General Obligation Bonds

PERSON(S) RESPONSIBLE: Rick Miller, Asst. Supt. for Business Services

RECOMMENDATION:

The Administration recommends that the Board adopt Resolution #901 authorizing the refunding of the 1999, General Obligation Bonds, Series B, C and D.

BACKGROUND:

In November 1999, voters authorized the District to issue \$10 million in General Obligation Bonds. Similar to a loan, a bond has an interest rate that is set at the time that the transaction is made. Our Bond advisor, Dale Scott, has indicated that interest rates have decreased enough that it should be possible to refinance the outstanding debt on this Bond, currently at approximately \$5.0 million, and as a result accrue a savings of approximately \$392,000. The \$392,000 raised through the refinance will be used to help pay off the remaining debt and therefore lowering the property tax rate in future years.

INFORMATION:

If this resolution is adopted, Mr. Scott, will start the refunding process, which will involve several advisors, both legal and financial and incur expenses of approximately \$169,000. The net savings to the District's taxpayers will be approximately \$392,000.

FISCAL IMPACT:

There is no fiscal impact to the District. However, the property owners of the District will have their payments reduced by \$392,000.

OPTIONS:

1. To proceed with refinancing of Bonds.
2. Not to proceed with refinancing of Bonds.

Ref: 1999 General Obligation Bonds – Refunding 10-20-2011

**BOARD OF EDUCATION
PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF 2011 GENERAL OBLIGATION REFUNDING BONDS OF THE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000 TO REFUND THE DISTRICT'S GENERAL OBLIGATION BONDS 1999 ELECTION, SERIES B, C AND D AND APPROVING RELATED DOCUMENTS AND ACTIONS

RESOLUTION NO. 901

WHEREAS, the District caused its Pacific Grove Unified School District (Monterey County, California) General Obligation Bonds 1999 Election, Series B to be issued on April 25, 2001 in the aggregate original principal amount of \$4,000,000 of which \$455,000 principal amount is outstanding as of the date hereof (the "Prior Series B Bonds"); and

WHEREAS, the District caused its Pacific Grove Unified School District (Monterey County, California) General Obligation Bonds 1999 Election, Series C to be issued on March 26, 2002 in the aggregate original principal amount of \$3,000,000 of which \$2,490,000 principal amount is outstanding as of the date hereof (the "Prior Series C Bonds"); and

WHEREAS, the District caused its Pacific Grove Unified School District (Monterey County, California) General Obligation Bonds 1999 Election, Series D to be issued on February 26, 2003 in the aggregate original principal amount of \$2,000,000 of which \$1,645,000 principal amount is outstanding as of the date hereof (the "Prior Series D Bonds"); and

WHEREAS, the District has determined at this time to issue its Pacific Grove Unified School District, 2011 General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$5,000,000 (the "Refunding Bonds") for the purpose of refunding all or a portion of the Prior Bonds and thereby realizing financial savings to the District and the property taxpayers in the District; and

WHEREAS, the Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of the Refunding Bonds pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

WHEREAS, the Board wishes at this time to take its action approving the issuance and sale of the Refunding Bonds and documents and actions relating to the Refunding Bonds;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them in the recitals hereof or otherwise in this Section 1.01, unless the context clearly requires some other meaning.

“Bond Counsel” means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

“Bond Law” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as is in effect on the date of adoption hereof and as amended hereafter.

“Closing Date” means the date or dates upon which there is a physical delivery of the Refunding Bonds in exchange for the payment of the purchase price of the Refunding Bonds by the District.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District in connection with the authorization, issuance, sale and delivery of the Refunding Bonds and the advance refunding of the Prior Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, the Escrow Bank and their counsel, legal fees and charges, fees and disbursements of advisors, consultants and professionals, rating agency fees, insurance premiums, underwriting expenses, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds.

“County” means the County of Monterey, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“Debt Service Fund” means the account established and held by the County pursuant to Section 4.02.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.09.

“Depository System Participant” means any participant in the Depository's book-entry system.

“District” means the Pacific Grove Unified School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the Superintendent, the Chief Business Official, or any other duly appointed officer of the District authorized by resolution of the Board to act as a representative of the District hereunder.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Agreement” means the Escrow Deposit and Trust Agreement by and between the District and the Escrow Bank providing for the defeasance of the Prior Bonds.

“Escrow Bank” means the financial institution acting as escrow bank under the Escrow Agreement, its successors and assigns.

“Escrow Fund” means the fund established and held by the Escrow Bank pursuant to the Escrow Agreement for the purpose of paying when due the principal of and interest on the Prior Bonds.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Information Services” means Financial Information, Inc.'s “Daily Called Bond Service”, 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' “Called Bond Service,” 65 Broadway, 16th Floor, New York, New York 10006; Mergent/FIS, 5250 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Called Bond Dept.; Standard & Poor's Corporation “Called Bond Record,” 25 Broadway, 3rd Floor, New York, New York 10004; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Interest Payment Date” means February 1, 2012, and the first (1st) calendar day of each succeeding August and February or as otherwise specified in the Purchase Contract.

“Official Statement” means the Official Statement, including the preliminary and final form thereof, describing the Refunding Bonds and utilized in connection with the offering thereof.

“Outstanding,” when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

“Owner”, whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

“Paying Agent” means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any

other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Principal Office” means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder, as such office or offices shall be identified in a written notice filed with the District by the Paying Agent.

“Prior Bonds” means collectively the Prior Series B Bonds, the Prior Series C Bonds and the Prior Series D Bonds or all of part of such bonds.

“Proceeds Account” means the account established and held by the Paying Agent pursuant to Section 4.01.

“Purchase Contract” means that certain Bond Purchase Agreement by and between the District and the Underwriter providing for the terms of the sale of the Refunding Bonds to the Underwriter.

“Record Date” means the fifteenth (15th) day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Refunding Bonds” means the Pacific Grove Unified School District (Monterey County, California) 2011 General Obligation Refunding Bonds, at any time Outstanding pursuant to this Resolution.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds pursuant to Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax-(516) 227-4039 or 4190; Midwest Securities Trust Company, Capital Structures-Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605, Fax-(312) 663-2343; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103, Attention: Bond Department, Fax-(215) 496-5058; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Supplemental Resolution” means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on

the Closing Date, together with applicable proposed, final regulations promulgated, and applicable official public guidance published, under said Code.

“Treasurer-Tax Collector” means the Treasurer-Tax Collector of the County, or any authorized deputy thereof.

“Underwriter” means the original purchaser of the Refunding Bonds.

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District pursuant to a written certificate of a District Representative.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution.* This Resolution is entered into pursuant to the provisions of the Bond Law. It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

SECTION 1.04. *Findings and Determinations.* Pursuant to Section 53552 of the Bond Law, the Board hereby finds and determines that the prudent management of the fiscal affairs of the District requires that the Refunding Bonds be issued under the Bond Law and in accordance with this Resolution. The total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds shall not exceed the total net interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds.

ARTICLE II

THE REFUNDING BONDS

SECTION 2.01. *Authorization.* Refunding Bonds in an aggregate principal amount not to exceed \$5,000,000 are hereby authorized to be issued by the District under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money for the refunding of all or a portion of the Prior Bonds pursuant to the Escrow Agreement, and to pay certain Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium, if any, on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the “Pacific Grove Unified School District (Monterey County, California) 2011 General Obligation Refunding Bonds”. The exact aggregate principal amount of the Refunding Bonds to be issued hereunder shall be set forth in the Official Statement and the Purchase Contract.

SECTION 2.02. *Terms of Refunding Bonds.*

(a) Form; Numbering. The Refunding Bonds shall be issued in one or more Series as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Refunding Bonds maturing in the year of maturity of the Refunding Bond for which the denomination is specified. Refunding Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) Date of Refunding Bonds. The Refunding Bonds shall be dated the Closing Date. If the Refunding Bonds are issued in more than one series, each series of Refunding Bonds shall have its own dated date.

(c) CUSIP Identification Numbers. “CUSIP” identification numbers shall be imprinted on the Refunding Bonds, but such numbers shall not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Refunding Bonds shall not constitute an event of default or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) Maturities. The Refunding Bonds shall mature on February 1 and August 1 in each of the years and in the respective amounts as set forth in the Purchase Contract. Alternatively the Purchase Contract may specify different maturity dates than stated herein.

(e) Interest. The Refunding Bonds shall bear interest at the respective rates of interest per annum (calculated on the basis of a year comprised of twelve (12) months of thirty (30) days each) as set forth in the Purchase Contract. The rates of interest on the Refunding Bonds shall comply with the savings requirements set forth in Section 1.04.

Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it shall bear interest from its dated date; *provided, however*, that if at the time of authentication of a Refunding Bond, interest is in default thereon, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(f) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Refunding Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

SECTION 2.03. *Redemption.*

(a) Optional Redemption. The Refunding Bonds shall be subject to redemption by the District at its option, if at all, from any source of legally available funds, on the dates and at the redemption prices as set forth in the Purchase Contract.

(b) Mandatory Sinking Fund Redemption. In the event and to the extent specified in the Purchase Contract, any maturity of Refunding Bonds shall be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption on February 1 and August 1 in each of the years and in the respective principal amounts set forth in the Official Statement, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be mailed, by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to (i) one or more of the Information Services, and (ii) to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Refunding Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption shall have been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption shall have been duly provided, such Refunding Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice. All Refunding Bonds redeemed pursuant to this Section 2.03 shall be canceled by the Paying Agent, and a certificate of cancellation shall be submitted by the Paying Agent to the District.

SECTION 2.04. *Form of Refunding Bonds.* The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution or the Official Statement, as are set forth in Exhibit A attached hereto.

SECTION 2.05. *Execution of Refunding Bonds.* The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Clerk of the Board. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on such Refunding Bond is signed by the Paying Agent as authenticating agent.

Only such Refunding Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Refunding Bonds.* Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Refunding Bond or Bonds, for like aggregate principal amount. No transfers of Refunding Bonds shall be required to be made (a) fifteen (15) days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Refunding Bonds.* Refunding Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchanges of Refunding Bonds shall be required to be made 15 days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond after such Refunding Bond has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Refunding Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, the Owner of all of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Agreement, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to

the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Agreement shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Agreement. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

SECTION 2.10. *Mutilated, Lost, Destroyed or Stolen Refunding Bonds.* If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. Every mutilated Refunding Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Refunding Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Refunding Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Refunding Bond issued under the provisions of this Section 2.10 in lieu of any Refunding Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Refunding Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally

and proportionately entitled to the benefits of this Resolution with all other Refunding Bonds issued pursuant to this Resolution.

Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Refunding Bond for which principal has or is about to become due for a Refunding Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Refunding Bond in accordance with its terms.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS; APPROVAL OF RELATED DOCUMENTS

SECTION 3.01. *Sale of Refunding Bonds.* The Board hereby approves the sale of the Refunding Bonds to Stifel, Nicholas & Company, Incorporated dba Stone & Youngberg, a division of Stifel Nicholas, or another Purchaser designated by the Superintendent at an underwriter's discount of not to exceed 0.60%, pursuant to the Purchase Contract, between the District and the Underwriter, in substantially the form on file with the Superintendent, together with any changes therein or additions approved by a District Representative, and provided that such sale results in a present value debt service savings of at least 3.0% of the Prior Bonds. The Superintendent, or a District Representative are directed to cause the sale of the Refunding Bonds.

SECTION 3.02. *Application of Proceeds of Sale of Refunding Bonds.* On the Closing Date, the net proceeds of sale of the Refunding Bonds shall be paid by the Underwriter to the Paying Agent. The Paying Agent shall deposit all of such amounts in the Proceeds Account, to be applied on the Closing Date as follows:

- (a) The Paying Agent shall withdraw from the Proceeds Account the amount set forth in a Written Request of the District filed with the Paying Agent as of the Closing Date. Such amount shall be transferred by the Paying Agent to the Escrow Bank, deposited in the Escrow Fund and applied to purchase certain Federal Securities to be applied in accordance with the Escrow Agreement for the payment and discharge of the Prior Bonds.
- (b) The Paying Agent shall retain the remainder of such amounts in the Proceeds Account, if any, to be applied as set forth in Section 4.01.

SECTION 3.03. *Approval of Escrow Agreement.* The Board hereby approves the refunding of the Prior Bonds pursuant to the Escrow Agreement, in substantially the form on file with the Superintendent, together with any changes therein or additions thereto approved by a District Representative, whose execution thereof shall be conclusive evidence of approval to any such changes or additions. The Escrow Agreement shall be executed in the name and on behalf of the District by the Superintendent or a District Representative, who are hereby separately authorized and directed to execute and deliver said form of Escrow Agreement on behalf of the District. If

the Refunding Bonds are issued in more than one series, a separate Escrow Agreement may be used for the Prior Bonds being refunded by each series of Refunding Bonds.

SECTION 3.04. *Approval of Official Statement.* The Board hereby authorizes the preparation of an Official Statement and authorizes the Superintendent or a District Representative, on behalf of the Board, to approve, and to deem nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the portions of the Official Statement describing the District and the Refunding Bonds. A District Representative is hereby individually authorized to execute an appropriate certificate stating such officer's determination that such portions of the Official Statement have been deemed nearly final within the meaning of such Rule. Distribution of the Official Statement by the Underwriter in connection with the sale of the Refunding Bonds is hereby approved.

ARTICLE IV

FUNDS AND ACCOUNTS

SECTION 4.01. *Proceeds Account.* There is hereby created the "2011 General Obligation Refunding Bond Proceeds Account", which shall be held and maintained by the Paying Agent as a separate account, distinct from all other funds of the District, into which shall be deposited the proceeds of sale of the Refunding Bonds pursuant to Section 3.02. Amounts remaining on deposit in the Proceeds Account pursuant to Section 3.02(b), if any, shall be disbursed for the purpose of paying the Costs of Issuance upon the receipt by the Paying Agent of Written Requests of the District. On the date which is six (6) calendar months following the Closing Date, all amounts remaining on deposit in the Proceeds Account, if any, shall be withdrawn therefrom by the Paying Agent and transferred to the County for deposit in the Debt Service Fund.

SECTION 4.02. *Debt Service Fund.* The District hereby directs the Treasurer-Tax Collector of the County to establish, hold and maintain a fund to be known as the "Pacific Grove Unified School District 2011 General Obligation Refunding Bond Debt Service Fund", which shall be maintained by the Treasurer-Tax Collector as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as directed by the District herein, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds in accordance with Section 5.03, shall be deposited in the Debt Service Fund by the Treasurer-Tax Collector promptly upon apportionment of said levy. The Debt Service Fund is hereby irrevocably pledged by the District for the payment of the principal of and interest on the Refunding Bonds when and as the same become due. The moneys in the Debt Service Fund shall be remitted to the Paying Agent to pay the principal of and interest on the Refunding Bonds as the same become due and payable.

If, after payment in full of the Refunding Bonds, any amounts remain on deposit in the Debt Service Fund, such amounts shall be transferred by the Treasurer-Tax Collector to the general fund of the District, upon the Written Request of the District filed with the Treasurer-Tax

Collector, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

SECTION 4.03. *Investments.* All moneys in the Proceeds Account shall be invested by the Paying Agent solely in investments pursuant to and as identified in the Written Request of the District given to the Paying Agent in advance of the making of such investments (and promptly confirmed in writing, as to any such direction given orally). All moneys held in any of the funds or accounts established with the County hereunder shall be invested in accordance with the investment policies of the County, as such policies shall exist at the time of investment. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section 4.03, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT; SECURITY FOR THE REFUNDING BONDS

SECTION 5.01. *Punctual Payment.* The District will punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in strict conformity with the terms of the Refunding Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Refunding Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Extension of Time for Payment.* In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Refunding Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Refunding Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

SECTION 5.03. *Security for the Refunding Bonds.* The Refunding Bonds are general obligations of the District, payable from the levy of *ad valorem* taxes upon all property within the District subject to taxation by the District, without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium, if any, thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof pursuant to Section 2.03(b), and the amount pursuant to Education Code Section 15232 to pay the expense of paying the bonds elsewhere than at the office of the Treasurer, which moneys when collected will be placed in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on the Refunding Bonds shall not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

SECTION 5.04. *Books and Accounts; Financial Statement.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries shall be made of all transactions relating to the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Escrow Bank and the Owners of not less than ten percent (10%)

in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.05. *Protection of Security and Rights of Refunding Bond Owners.* The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

SECTION 5.06. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not used so as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

SECTION 5.07. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which

shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.08. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The Superintendent shall appoint the Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having (or if a member of a bank holding company system, its parent shall have) a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

SECTION 6.02. *Paying Agent May Hold Refunding Bonds.* The Paying Agent may become the Owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Refunding Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Agents.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

SECTION 7.01. *Remedies of Refunding Bond Owners.* Any Owner shall have the right, for the equal benefit and protection of all Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Refunding Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Owners.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the Refunding Bonds, shall be fully effective in accordance with its terms:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, which in any event shall not materially adversely affect the interests of the Owners, in the opinion of Bond Counsel filed with the District;
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds; or
- (e) In any respect whatsoever, provided that such Supplemental Resolution is adopted prior to the Closing Date and provided further that the matters contained in such Supplemental Resolution are properly reflected in the Official Statement relating to the Refunding Bonds.

SECTION 8.02. *Amendments Effective With Consent to the Owners.* Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Refunding Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Refunding Bonds without the consent of all the Owners of such Refunding Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution

contained by and on behalf of the District shall be for the sole and exclusive benefit of the County, the Paying Agent and the Owners of the Refunding Bonds.

SECTION 9.02. *Defeasance.*

(a) Discharge of Resolution. All or any Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District shall pay all Outstanding Refunding Bonds and shall also pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds shall not have been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the

Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent shall have been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two (2) years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two (2) years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a

notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

SECTION 9.03. *Execution of Documents and Proof of Ownership by Refunding Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or his or her attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District, the Paying Agent or the District Treasurer in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its active negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Refunding Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly

executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief business official of the District in trust for the benefit of the Refunding Bond Owners.

SECTION 9.08. *Approval of Official Actions to Close Transaction.* The Superintendent, the Chief Business Official, the Clerk of the Board and any and all other officers of the District are each alone authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds, including specifically contracts for professional services with Jones Hall, A Professional Law Corporation, as bond counsel and disclosure counsel, and Dale Scott & Co., as Financial Advisor, the proposed forms of contracts between the District and such firms being on file with the Superintendent. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

SECTION 9.09. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October 2011, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Education
Pacific Grove Unified School District

ATTEST:

Clerk of the Board of Education
Pacific Grove Unified School District

EXHIBIT A
FORM OF BOND

REGISTERED BOND NO. _____ \$ _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(MONTEREY COUNTY, CALIFORNIA)

2011 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE: _____% per annum MATURITY DATE: _____ DATED DATE: _____ CUSIP: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The Pacific Grove Unified School District (the "District"), in the County of Monterey (the "County") for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year (the "Interest Payment Dates"), commencing February 1, 2012. This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2012, in which event it shall bear interest from Dated Date stated above. Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially _____.

Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); provided, however, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file

with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of Bonds issued in the aggregate principal amount of \$_____ (the "Bonds") for the purpose of raising money to refund certain outstanding general obligation bonds of the District, and to pay all necessary legal, financial and other costs in connection therewith. The Bonds have been authorized to be issued by the District under and pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and a Resolution of the Board adopted on _____, 2011. The Bonds are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest and redemption premium, if any, on the Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. The Bonds may be exchanged and transferred for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before _____ 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after _____ 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on any day on or after September 1, 20__, at a redemption price equal to the principal amount thereof together with accrued interest thereon to the date fixed for redemption, plus a premium (expressed as a percentage of the principal amount of Bonds to be redeemed) as set forth in the following table:

<u>Redemption Dates</u>	<u>Redemption Premium</u>
_____ 1, 20__ through _____ 31, 20__	
_____ 1, 20__ through _____ 31, 20__	
_____ 1, 20__ and thereafter	

[If applicable:] The Bonds maturing on _____ 1, 20__ (the “Term Bonds”) are also subject to mandatory sinking fund redemption on _____ 1 and _____ 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however,* that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

<u>Sinking Fund Redemption Date</u>	<u>Principal Amount To Be Redeemed</u>
---	--

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, or if the original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30

days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Pacific Grove Unified School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Education, and attested by the facsimile signature of the Clerk of its Board of Education, all as of the date stated above.

PACIFIC GROVE UNIFIED SCHOOL
DISTRICT

By _____
President
Board of Education

Attest:

Clerk of the
Board of Education

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein.

Date of Authentication:

_____, Paying Agent

By _____
Authorized Signatory

(FORM OF ASSIGNMENT)

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint
_____, attorney, to transfer the same on the
registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SUBJECT: Approval of Resolution #902 Authorizing Execution of State Preschool Contract Amendment

PERSON(S) RESPONSIBLE: Rick Miller, Asst. Supt. for Business Services

RECOMMENDATION:

The Administration recommends that the Board authorize execution of the amended contract to continue the offering of the State Preschool program for 2011/2012 subject to ongoing review to be sure program expenses are being maintained within the State funding.

BACKGROUND:

For the past few years the District has participated in the State Preschool Program, thereby, offering a preschool opportunity to students whose families meet the income eligibility requirements. We were recently informed that the State has made language changes to the Funding Terms and Conditions (FT&C) to the original contract. In order to accept these changes the Board must approve of a resolution and authorize execution of the amended contract.

INFORMATION:

The two (2) proposed contract amendments would allow the District to continue to offer a program to up to a maximum of 31 students for 175 days, and thereby, earn a maximum contract amount of approximately \$112,735. This is a change from the contract approved August 18, 2011. In Amendment 1, the original amount of \$92,44, which was approved by the Board at the August 18th Board meeting, is being deleted and \$95,135 is being inserted in place there of. In Amendment 2, the \$95,135 is being deleted and \$112,735 is being inserted in place there of. Close monitoring attempts will me made to keep the program expense within this allocation. The budget monitoring and previous adjustment of the teacher cost will continue. The language changes in the “Funding terms and conditions” should have no significant impact on the program’s operations.

FISCAL IMPACT:

As indicated above, execution of the contract amendment allows the program to continue to receive approximately \$112,735 in State funding. Offering the program costs, by design, a similar amount. The ongoing challenge is to keep program expenses within the State allocation.

OPTIONS:

1. Approve the resolution authorizing execution of the contract amendment.
2. Not approve the resolution and discontinue the offering of this program

Ref: State Preschool Contract-Resolution-Amended-10-20-11

RESOLUTION # 902
AUTHORIZING EXECUTION
OF
STATE PRESCHOOL CONTRACT

BE IT RESOLVED that the Governing Board of Pacific Grove Unified School District authorizes entering into local agreement number/s CSPP-1316 and that the person who is listed below, is authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Ralph Porras</u>	<u>Superintendent</u>	_____
<u>Rick Miller</u>	<u>Assistant Superintendent</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 20th day of October 2011, by the Governing Board of Pacific Grove Unified School District of Monterey County, California.

I, John Thibeau, Clerk of the Governing Board of Pacific Grove Unified School District, of Monterey, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____	_____
(Clerk's signature)	(Date)

SUBJECT: Pacific Grove Community High School Single Plan for Student Achievement (SIP) 2011-2012

PERSON(S) RESPONSIBLE: Matt Bell, Principal

RECOMMENDATION:

The Board approve the Pacific Grove Community High School's Site Improvement Plan to allow the spending of previously allocated funds.

BACKGROUND:

The District received School Improvement Plan (SIP) funds for Pacific Grove Community High School for the 2011-2012 school year in the amount of \$1,801. The carry-over funds are \$1,662 which makes the total \$3,463. This year a WASC visitation and ongoing *WASC Action Plans* are a part of our Site Plan and guide school improvement. The site plan was voted on and approved by Pacific Grove Community High School's Site Council on October 3, 2011.

INFORMATION:

The Pacific Grove Community High School Site Council has developed a plan for the use of the Site Improvement Plan funding. The Council has incorporated the *WASC Action Plans* as the focus for the objectives of Community High School's Single Site Improvement Plan.

FUNDING:

SIP	\$1,662 (carryover)
SIP	\$1,801 (2011-2012 funding)
Total	\$3,463

Pacific Grove Community High School
Single Plan for Student Achievement (SIP)
2011-2012

School Site Council approved on October 3, 2011
School Site Council President: Kim Fulton
Pacific Grove Community High School Principal: Matt Bell

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PACIFIC GROVE COMMUNITY HIGH SCHOOL VISION STATEMENT

Pacific Grove Community High School will:

Provide students with the opportunity for high school graduation and pursuit of vocational goals and post high school education;

Ensure competency in academic, critical thinking and problem solving skills;

Maximize opportunities for students to develop the positive values of self-reliance, initiative, kindness, resourcefulness, creativity and responsibility;

Maintain a learning situation which encourages the student to follow his or her own interests and pace. Recognize that the best learning takes place when the student, in partnership with staff, cultivates his or her own desire to learn and recognizes personal responsibility for the education process.

The Community

Pacific Grove Community High School is the continuation high school which was established in 1971 for students deemed at-risk or who otherwise required an alternative to the comprehensive high school. In addition to Community High School, the district is comprised of two elementary schools, a middle school, a comprehensive high school, and an adult school. The district is 3.3 square miles, covering the city of Pacific Grove and a portion of Pebble Beach.

The school district serves an area which is mainly upper middle-class in a tourist-oriented residential community. Most people are employed in service industries, although there is a significant military presence in the area. The Defense Language Institute and the Naval Post Graduate School are located nearby and we have students from families employed there.

The area has many fine restaurants, hotels and golf courses. Many tourists are attracted to the beautiful coastline, the AT&T golf tournaments, antique car shows, Laguna Seca Raceway and numerous festivals.

The School

The majority of Community High School's students come to us behind in credits and lacking basic study skills. Many have emotional and behavioral challenges. It is our mandate to address these self-esteem and life skill issues, while offering a curriculum which meets state content standards, ESLRs and assists students in passing the CAHSEE. Increasing parent participation is an ongoing challenge. We are continually working on improving our image to the community. Our commitment to improving our program will help us to continue to expand the support our program receives from our stakeholders and district.

Staff

The staff at Community High School consists of two full-time certificated instructors, one part time academic counselor, and a part time administrative assistant. The principal of the comprehensive high school is also the administrator of Community High School.

In addition, Community High School offers students numerous services from off-site specialists:

- A Special Education teacher from Pacific Grove High School provides individual instruction to students 3 hours a week.

- A counselor from Community Human Services Super Teens program meets with students 3 hours a week.
- A county mental health counselor meets with select students as needed.

Our staff is able to provide a small class setting to students, which facilitates individualized instruction, as well as the opportunity for students to focus on diverse subjects during the school day. Teachers also lead classes in group instruction and help students with individual and group projects. To meet the individual needs and learning styles of our students, teachers employ a variety of learning activities, strategies and assessments. Our curriculum integrates technology, multi-media, hands-on project and textbook-based learning.

School Schedule

Students attend school five days a week, at least three and a half hours a day. During direct instruction on Monday, Tuesday and Thursday students are split into two one-hour classes; one-half of the students attend English/social studies, while the other half attend math/science. After a fifteen minute break, the students rotate to the other class. During the remaining 45 minute period, students attend a physical education class or continue to work on needed subjects or electives. On Wednesdays and Fridays students pursue their Individualized Learning Plan goals with teacher assistance, have an opportunity to meet with their SPED teachers, or receive counseling from our counselor through Community Human Services teen program.

Community High School offers a morning session, an afternoon session, or all day. Students attending the morning session are in school from 9:00 to 12:30. The afternoon session runs from 11:00 to 2:30. This session is for those students who are enrolled in a CTE class at Pacific Grove High School, or would benefit from more personal attention from staff, or those who have been unsuccessful in the morning session due to behavioral, tardy or attendance issues. Students with a credit deficiency are required to attend school for both the morning and afternoon sessions.

Enrollment

Enrollment at Community High School has fluctuated throughout the years. Each school year sees an increase in enrollment as the year progresses. It builds as more students look for alternative education options, as opposed to the comprehensive high school.

Our student population at the time of writing is seventeen; nine boys and eight girls. The 2010 CBEDS count was twenty-five. By gender the count was fifteen boys and ten girls.

Attendance

For the majority of Community High School students, lack of attendance at Pacific Grove High School, emotional issues, or behavioral issues have resulted in a credit shortfall. Aware of the students' lack of attendance in the past, Community High School has employed strategies to encourage regular attendance. These strategies include a shortened school day to allow students to have jobs in the afternoon, shortened lessons and individualized projects to make the instruction more relevant to their lives outside of school.

Graduation Rates

Of the seniors who complete the year at Community High School, 100% graduate. Credits are given on a mastery basis with no credit given for seat time. Those seniors that don't complete the school year traditionally move to the Adult School or Independent Study.

Expected Student Learning Results (ESLRs)

Community High School's graduates will be:

EDUCATED INDIVIDUALS WHO:

Demonstrate competence in reading, writing, math, science, social studies and technology.

CRITICAL THINKERS AND PROBLEM SOLVERS WHO:

Think problems through by using relevant evidence or information to come to logical conclusions.

INDEPENDENT AND COLLABORATIVE WORKERS WHO:

Set goals, organize time and tasks to meet deadlines, participate in group projects, and produce independent work that meets academic content standards.

RESPONSIBLE CITIZENS WHO:

Are employable.

Understand and appreciate diverse cultures and points of view.

Understand and participate in the duties, rights and privileges of citizens in a democracy.

Understand the relationships between man and his environment.

HEALTHY INDIVIDUALS WHO:

Have a strong sense of self-worth.

Practice respect for others.

Resolve conflicts through positive action.

PACIFIC GROVE COMMUNITY HIGH SCHOOL SCHOOL BASED COORDINATED PLAN NEEDS ASSESSMENT/COMPONENTS 2011-2012

In the spring of 2009, Community High School completed the accreditation process and received accreditation through June of 2012. Our Self Study Report, the Visiting Team Report of April, 2009 and the subsequent creation of Action Plans have been our primary tools in assessing our needs to improve Community High School's instructional programs.

Identified needs include:

- Development of variety of curriculum-imbedded student assessments based on standards and ESLRs.
- Development of meaningful and interconnected community service and vocational/career opportunities.
- Provision of supplemental educational opportunities and differentiated instruction, including use of computer technology, garden school, and community-based opportunities in art, music and culture.
- Development of processes to effectively collect data to inform decisions regarding student success and use of resources.
- Increase in level of parent participation.
- Development of schedule to accommodate delivery of student services without disruption to large group instruction.

Needs Assessments for 2011-2012

I. Assessment of Student Data

We are using a variety of sources to collect data:

- Exit Exam Scores in Math and English
- Renaissance Diagnostic and Achievement Scores
- Individual Learning Plans
- Star Test Scores
- Course-embedded Interim Assessments
- Academic Progress
- Attendance and credit data

Based on discussion we need to:

- ❖ Expand and improve our effectiveness of gathering student data from student assessments.
- ❖ Compare Round credits from 2009-2012.
- ❖ Learn more about processes for collection and interpretation of this data to insure student mastery of California Content Standard/ESLRs and to direct the use of resources to address needs.

II. Meaningful and Interconnected Career Counseling, Community Service, and Career Opportunities

We have provided students with diverse experiences in school-to-career opportunities:

- Completion of student career inventories.
- Guest speakers (MPC, vocational schools).
- Field Trips (MPC, Pacific Grove Natural History Museum, CSUMB Return of the Natives, Tech Museum of Innovation).
- Student participation in MPC classes.
- Group presentation by academic counselor regarding college requirements and various sources of funding for post high school education.
- Student developed business plans and entrepreneurial materials.

Newly developed Vocational Education class includes:

- Completion of professional resumes.
- Participation in Mock Interviews.
- Job Shadowing/Internships.
- Partner with PG Chamber of Commerce and local businesses to find Job Shadow and Internship opportunities.

Based on student input and discussion we need to:

- ❖ Increase opportunities for presentation and field trips regarding various branches of the military (especially local resources such as the Naval Post Graduate School, Defense Language Institute and Coast Guard)
- ❖ Expand field trips and guest speakers.
- ❖ Bring in community artists to lead workshops.

III. Supplemental on-site Educational Opportunities with Differentiated Instruction

Garden School:

The Community High School Garden School is continuing to grow since the completion of the greenhouse and the students are learning basic fundamentals of horticulture as evidenced by the students' beds which feature a variety of vegetables.

We are currently:

- Creating more cross-curricular activities, including science, art, English, construction, math and possible vocational school-based enterprises.
- Working with community volunteers to assist in maintaining the garden and working with students to plant and maintain plants in the garden beds and greenhouse.

IV. *Increase Parent Participation at CHS*

The staff at Community High School instigates varied and consistent contact with parents including:

- Intake meeting with student and parents.
- Daily contacts with parents regarding absences and tardies.
- Positive contacts (phone calls) with parents regarding student success.
- Numerous meetings with parents regarding student problems or needs
- Some parent participation in ILPs.
- Participation of parent on Site Council.
- Parent chaperone on field trip.
- The school newsletter and Blackboard Connect keeps parents informed of activities and needs.

Based on input and discussion we need to:

- ❖ Increase parent participation in ways that actively involve parents in experiences of students during the school day. Such participation could take the form of involvement in the garden school.
- ❖ Increase communication with parents to explore how they might participate and provide resources in regard to job shadowing and community service. Use PowerSchool, Blackboard Connect, and the school newsletter for communication.
- ❖ Rework the Community High School website.

**PACIFIC GROVE COMMUNITY HIGH SCHOOL
SCHOOL BASED COORDINATED PLAN
2011- 2012**

COMPONENT #1: Career Opportunities, Community Service and Job Placement

ESLR: Students will be responsible citizens who are

❖ **Employable**

❖ **Have a strong sense of self-worth and respect others.**

GOAL: Provide meaningful and interconnected activities which provide students with life and career skills and opportunities.

Objectives	Activities	Assessment	Budget
<i>Students will explore vocational options which are aligned with career interest inventories</i>	Students will complete career inventories.	Completion of career inventories.	\$900 Includes transportation and entry fees.
	Staff will provide guest speakers from MPC, and community at large. Vocational Education class	Evaluation of number and nature of guest speakers.	
	Students will participate in field trips (MPC, Tech Institute, Aquarium, etc.)	Evaluation of number and nature of field trips.	
	Students will participate in CTE and MPC classes.	Evaluation of number and nature of student enrollment in CTE.	
	Students will participate in Internships and Community Service which align with career interests.	Evaluation of Intern placement and nature and hours of Community Service.	
<i>Students will be prepared to enter the job market</i>	Completion of professional resumes.	Evaluation of quality and number of resumes.	\$100 Includes supplies and refreshments for interviewers/seniors
	Participation in mock interviews	Evaluation by interviewers, teachers and students of effectiveness and number of mock interviews.	
	Job Shadowing	Evaluation of nature of and number of job shadowing experiences.	
	Internships	Evaluation of nature and number of internships.	

**PACIFIC GROVE COMMUNITY HIGH SCHOOL
SCHOOL BASED COORDINATED PLAN
2011 - 2012**

COMPONENT # 2: Teaching Methodologies/Supplemental and Differentiated Instruction

ESLR: Students will be educated individuals who are:

- ❖ **Critical Thinkers and Problem Solvers**
- ❖ **Independent and Collaborative Workers**
- ❖ **Understand the relationship between man and his environment**
- ❖ **Employable**
- ❖ **Respect Others**
- ❖ **Responsible Citizens**

GOAL: Provide a variety of variety instructional methods, multi-cultural community-based opportunities, increased individualized and differentiated instruction, and expanded physical environments.

Objectives	Activities	Assessment	Budget
<i>Students will complete standards based cross-curricular activities with hands-on activities.</i>	Participation in garden/outdoor school Garden Volunteers	Evaluations by staff and students	\$1,463 Instructional Supplies, etc.
<i>Students will have increased awareness of different culture and expanded opportunities to appreciate and develop their own artistic abilities as they related to visual art and music.</i>	Participation in multi-cultural programs, as well as lessons and activities in art, PE and music (expanded art program) Art and Music Supplies Software to support supplemental and differential instruction Field trips	Performances, exhibits and completion of student work. Teacher and student evaluation of activities.	\$1,000 Includes music and art consultants Includes funding for all activities and supplies covered under second objective

**PACIFIC GROVE COMMUNITY HIGH SCHOOL
SCHOOL BASED COORDINATED PLAN
2011 – 2012 Funding Matrix**

Funding:	Carry-over	\$1,662
	Current year (11-12)	<u>1,801</u>
	Total funds available	\$3,463

Activities	SIP Funding	SIP Expenditure
Career Opportunities, Community Service, and Job Placement		
1. Students will participate in Field Trips, Mock Interviews, etc. Component # 1	\$1,000	Transportation, entry fees, and supplies
Teaching Methodologies		
2. Participation in Outdoor School Component # 2	\$1,463	Instructional materials, Garden Aide
Supplemental Educational Opportunities		
3. Multi-Cultural Programs Component # 2	\$1,000	Music and Art consultants
Total	\$3,463	

SUBJECT: Board Calendar/Future Meetings

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Board review the schedule of meeting dates and suggested agenda items on the attached calendar and give direction to staff if changes are necessary.

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 approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

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

Approved Board Meeting Calendar, 2011/2012 School Year

Aug. 11	Special Board Meeting ✓ Parcel Tax Resolution ✓ Superintendent Evaluation	District Office
Aug 18	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School dates ✓ Property tax report ✓ Superintendent Evaluation	District Office
Sept 1	Regular Board Meeting ✓ Student enrollment update ✓ Superintendent's Goals ✓ Board Goals – review/revise	Forest Grove (School Site Visit)
Sept 15	Regular Board Meeting ✓ Unaudited Actual Report	Robert Down (School Site Visit)
Oct 6	Regular Board Meeting	Adult School (School Site Visit)
Oct 20	Regular Board Meeting	Middle School (School Site Visit)
Nov 10	Regular Board Meeting	District Office
Nov. 17	Regular Board Meeting ✓ Intent form due (to serve as Board President or Vice President)	High School (School Site Visit)
Dec. 8	Organizational Meeting ✓ Election of 2011/12 Board President and Clerk ✓ First Interim Report	District Office

Tentative Board Meeting Calendar, January – June, 2012

Jan 19	Regular Board Meeting ✓ Budget process begins ✓ Preliminary enrollment projection for 2012/13 ✓ Review High School Open Campus and truancy trends	District Office
Feb 2	Regular Board Meeting	District Office
Feb 16	Regular Board Meeting ✓ Budget requests regarding staffing finalized (tba) ✓ Possible personnel action presented as information	District Office
Mar 1	Regular Board Meeting ✓ Resolution to honor all staff ✓ Second Interim Report ✓ Possible personnel action (RIF)	District Office
Mar 15	Regular Board Meeting School Site ✓ Review of Master Schedule ✓ Class size guidelines ✓ Declining Enrollment ✓ Open House schedules reviewed	District Office
April 19	Regular Board Meeting ✓ Superintendent Evaluation ✓ Budget Study Session scheduled if needed ✓ Instructional Minutes ✓ Board Priorities for 2012/13 Instructional Program Design	District Office
April 26	Regular Board Meeting ✓ Superintendent Evaluation ✓ Student Handbooks	District Office
May 3	Regular Board Meeting ✓ Superintendent Evaluation	District Office
May 17	Regular Board Meeting ✓ Identify Board member representatives for graduation ✓ Review Governor's revised budget ✓ Complete Superintendent's evaluation ✓ Bell Schedule	District Office
June 14	Regular Board Meeting ✓ Public hearing on budget ✓ Adopt budget for 2012/13	District Office

SUBJECT: Measure D Project Status

PERSON(S) RESPONSIBLE: Rick Miller, Asst. Supt. for Business Services

RECOMMENDATION:

The Administration recommends that the Board review the Status of various Measure D projects and request additional information as needed.

BACKGROUND:

In June 2008, the Board approved the Scopes of Work for each of the schools for work to be conducted under the Measure D project. Within this process a budget was also assigned to each Scope of Work. Subsequent to that time the Administration, architects and site committees worked on the design of each of the projects prior to being brought back to the Board for review and approval. Following that, the approved plans were submitted to the Division of the State Architect for approval prior to going to bid. After the bid, the proposed contract awards were again brought back to the Board for review and approval.

INFORMATION:

Attached is a spreadsheet showing the Board approved projects which are currently underway. A second spreadsheet is a list of projects which have been prioritized by the sites, along with an estimate of their costs.

FISCAL IMPACT:

By design all projects are being kept within the budget allocated to them by prior Board action. Only if the scope of work can not be completed within the defined budget will a request for additional funding be brought back to the Board for consideration. While all projects received initial bids at less than the originally estimated costs there have, of course, been change orders and cost increases on all projects. So far the increases are still within budget allocations. The amount of uncommitted funds will be defined after the calculation of all remaining project costs and contingency reserves is completed

Ref: Bond 2006 Projects Status 10-20-11

Measure D Projects Under Consideration

Information/Discussion Item A
 1,986,460 Available

High School:		Est Cost	Previous	Current
1 Classroom improvements	curtains, whiteboards, desks, smart boards	558,000		558,000
2 Replace computers		384,000		384,000
3 Student Union improvements	furniture, stage lighting & sound	90,000	90,000	90,000
4 Locker replacement		115,000		115,000
5 Baseball Field renovations	leveling, seeding, drainage, sprinklers, lights	1,429,440	1,000,000	
6 Library Restroom renovation		22,426		22,426
7 Drinking Fountains at K, L & O		17,280	17,280	17,280
8 Pool replacement	25 meter x 25 yard pool	1,680,000		
9 BBQ Area renovation		16,560		16,560
10 I-Wing lighting replacement		20,736	20,736	20,736
11 Sidewalk - Congress (Sunset to FG)		90,000	90,000	
Total High School		4,423,442	1,218,016	1,224,002

Middle School:		Est Cost	Previous	Current
1 Locker Room Windows	Replace glass blocks with windows & vents	19,500	15,600	15,600
2 Auditorium AV project		147,000	73,500	73,500
3 Sidewalk	North side of Gym			
4 Sidewalk	Sinex (Fountain to Carmel)	118,788		
5 Sidewalk	Carmel (Sinex to Hillcrest)	100,290		
6 Sidewalk	Hillcrest (Fountain to Carmel)	206,991		
7 Backstage remodel		205,875		
8 Landscaping				
9 Fencing along Sinex (completed)		16,313		
10 PE Storage Shed		22,000		
Total Middle School		836,757	89,100	89,100

Robert Down:		Est Cost	Previous	Current
1 Carpeting	1st Grade, BASRP, Preschool	46,080		46,080
2 Blacktop resurfacing		13,200	13,200	13,200
3 Front Office cabinets and window		3,960		3,960
4 Auditorium - Sound system		48,000	48,000	48,000
5 Auditorium - Lighting	on new stage and room	42,000	42,000	42,000
6 Basketball Goals	PTA?	2,400		2,400
7 Water faucet	Kinder area	5,040		5,040
8 Auditorium - Various	flooring, seating, refinish stage, new curtains	125,772		80,000
9 Technology infrastructure	white boards in Bldgs B, E & D	79,800	79,800	
10 Electrical system	add electrical panels and outlets	67,500	67,500	
11 Window replacement	Library and Kinder	25,536		
12 Play Fields renovation	leveling, seeding and drainage	1,512,000		
14 Awnings on south facing windows		17,400		
Total Robert Down		1,988,688	250,500	240,680

Forest Grove:		Est Cost	Previous	Current
1 Blacktop resurfacing		95,040	95,040	95,040
2 Fencing around basketball court		4,704		4,704
3 Bleachers on slope for assemblies		73,440	42,701	42,701
4 Trike path	Kinder area	2,880		2,880
5 Covered Sandbox	Kinder area	33,600		
6 Path behind upper level		12,000	12,000	
7 Storage	G Wing classrooms	42,480		
8 Storage building for PE		4,800		
Total Forest Grove		268,944	149,741	145,325

Measure D Projects Under Consideration

Information/Discussion Item A
1,986,460 Available

Adult School:		Est Cost	Previous	Current
1	Window replacements	527,310		
2	Painting	395,190		
3	Carpeting	220,867		
4	Heating sytem upgrades	899,316		
5	Electrical system upgrades	20,000	20,000	
6	Annex Building repairs	16,320		
Total Adult School		2,079,003	20,000	-

District Office:		Est Cost	Previous	Current
1	Carpeting in hallway	30,000		3,000
2	Landscaping	10,000		10,000
3	Furniture	10,000		
Total District Office		50,000	-	13,000

Community High School:		Est Cost	Previous	Current
Furniture and Equipment	tables, desks, chairs, computers, fert system	7,200		7,200

Maintenance:		Est Cost	Previous	Current
Storm Drain line replacement	Forest Grove	3,600		
B Wing beams replacement	Forest Grove	15,600		
Field reconstruction	Forest Grove	237,360		
Field reconstruction	Forest Grove - synthetic turf	956,880		
Solar Energy Project		88,209		
Outdoor recreation project	Middle School	2,229,300		
Total Maintenance		3,530,949	-	-

Total All Sites	13,184,983	1,727,357	1,719,307
Contingency		259,103	259,103
Total		1,986,460	1,978,410

	B	C	D	E	J
1		Additional Measure D Projects -APPROVED TO PROCEED			Board
2	Site	Project	Comment	Est. Cost.	Selected
3	MS	MS Circulation/Traffic Improvements			
4		Fountain Avenue Reconfig.	Drop off cul de sacs.	\$756,900	
5		Hillcrest sidewalk - Fountain to Forest		\$75,000	
6		Total		\$831,900	
7		Total + Contingency (20%)		\$1,000,000	\$1,000,000
8					
9	All sites	Network Project (Technology Improvements)			
10		Improved Network connectivity - RD	Improved network access - on site	\$33,198	
11		Improved Network connectivity - AS	Improved network access - on site	\$19,512	
12		Improved Network connectivity - MS	Improved network access - on site	\$49,686	
13		Improved Network connectivity - HS	Improved network access - on site	\$30,000	
14		Improved Network connectivity - FG	Improved network access - on site	\$38,142	
15		Improved Network connectivity - All Sites	Improved network access - between sites	\$600,000	
16		Total		\$770,538	
17		Total + Contingency (30%)		\$1,000,000	\$1,000,000
18					
19	All sites	Landscape plan Implementation			
20		Landscaping improvements - RD	Implementing landscape plan	\$43,410	
21		Landscaping improvements - FG	Implementing landscape plan	\$57,600	
22		Landscaping improvements - HS	Implementing landscape plan	\$155,520	
23		Landscaping improvements - MS	Implementing landscape plan	\$20,000	
24		Landscaping improvements - DO	Implementing landscape plan	\$20,000	
25		Total		\$296,530	
26		Total + Contingency (15%)		\$341,010	\$341,010
27					
28	RD	Front office window closure		\$9,000	\$9,000
29	RD	Additional fencing/hardware at gates		\$2,646	\$2,646
30	RD	Relocate dumpsters	reduce site access for truck pickup	\$33,840	\$33,840
31	AS	Lighting improvements - incl. entrance		\$12,480	\$12,480
32	AS	Grounds/frontage improvements		\$3,000	\$3,000
33	FG	Install rubberized material at equipmt.		\$7,200	\$7,200
34	FG	Improve pathway to back parking lot		\$62,400	\$62,400
35	FG	Improve drop off/pickup area ; add parking		\$307,200	\$307,200
36	HS (Maint)	Sidewalk repairs/replacements/installs	Throughout campus	\$146,160	\$146,160
37	MS.	Outdoor Recreation project	Ball wall /Tether ball poles/playstructure	\$169,800	\$169,800
38	MS.	Refurnish/resurface Basketball courts		\$105,288	\$105,288
39	MS.	Replace fencing along Sinex		\$16,313	\$16,313
40	RD	Address drainage at primary/kinder area		\$22,680	\$22,680
41					
42		TOTAL		\$3,239,016	\$3,239,016

SUBJECT: K-5 Math Program Update

PERSON(S) RESPONSIBLE: Ani Silva, Director of Curriculum & Special Projects
Mariphil Romanow-Cole, Forest Grove Principal
Linda Williams, Robert Down Principal

RECOMMENDATION:

The Board will discuss the comprehensive report on math programs and provide direction to staff. [The report will be available at the Board meeting.]

BACKGROUND:

Staff has collected data on the K-5 math program by looking at STAR scores and end of year Benchmark math tests. Through the realignment of instruction based on data, decisions can be made to improve student learning, build teacher efficacy through professional development, and develop a common language around best instructional practices. Providing time for teacher collaboration, reflection on daily practice, and the use of common assessments will increase student learning.

INFORMATION:

The essential questions to be discussed are:

What does the Math data show?

Whic academic areas of math are in need of attention based on the data?

Which areas of instruction are in need of improvement, and which are excelling?

What areas of professional development need to be emphasized?

How are we addressing the Human Resources element - skills expectations, experience, leadership, professional standards, etc.?

SUBJECT: Eligibility Standards With Respect to the No-F Rule

PERSON(S) RESPONSIBLE: Matt Bell, High School Principal

RECOMMENDATION:

The high school administration recommends that the no-F rule remain in place (BP6145) in order to be eligible for participation in extracurricular or co-curricular activities.

BACKGROUND:

As discussed at the September 1, 2011 meeting, Pacific Grove USD, Carmel USD and York maintain a no-F eligibility standard for extracurricular and co-curricular participation. Other schools allow only one F and still others allow two F's as long as students maintain a 2.0 GPA which is CIF policy. Some schools have an allowance for a probationary quarter for students who do not meet the no-F standard.

The Board directed high school administration to bring back information that would detail the number of students who might otherwise be excellent students except for one F and if there was any pattern as to the coursework and/or GPA of students with F's.

INFORMATION:

Provided are two charts. The first shows the number of students earning an F as of October 4 broken down by GPA. The number of F's is a moving target that tends to decrease as the end of a grading period nears. Even as this analysis was being done, two students had moved off of the F list. Of the 66 students, 25 had a GPA below 2.0 and would be ineligible under any circumstance. Of the remaining 41 students, 22 had a GPA between 2.0 and 2.5. Of those, 3 had two F's. 15 students had a GPA between 2.5 and 3.0 and 1 had two F's. Only four students had a GPA at or above a 3.0 (3.0 or 3.143). The second chart, also broken down by GPA, shows the courses in which these students are currently earning F's. English and math show the highest number of F's but no pattern emerges as far as courses, grade levels or GPA's.

In speaking with current and past coaches, there was consensus that the no-F policy actually worked as an incentive for students. Given the small number of students who appeared to do well in class yet still receive an F, intrinsic motivation is probably more powerful than eligibility. Indeed, the flurry of activity in the last two weeks of a grading period attests to the incentive the no-F policy provides. It is likely this would not occur without the policy and there would possibly be a commensurate increase of students failing courses.

FISCAL IMPACT:

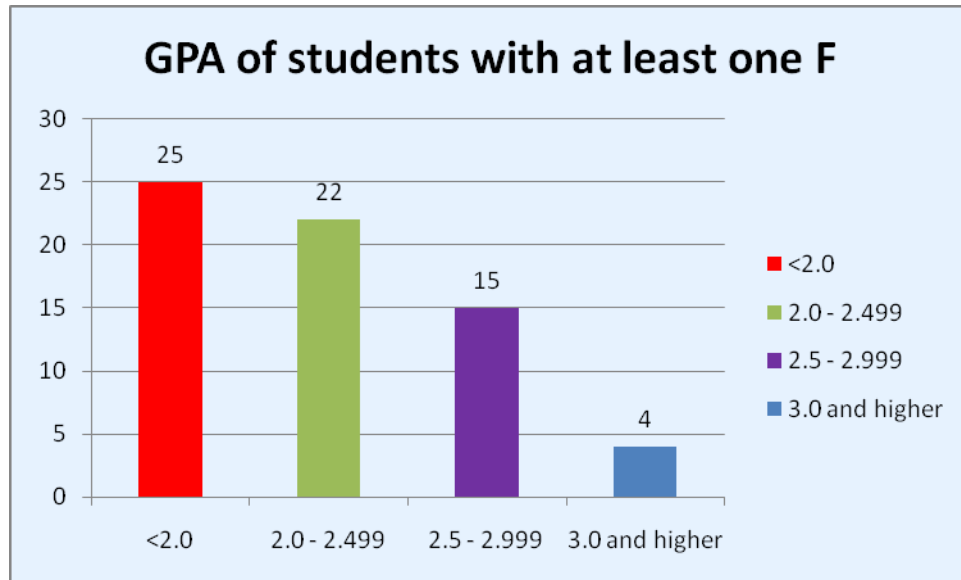
None

OPTIONS:

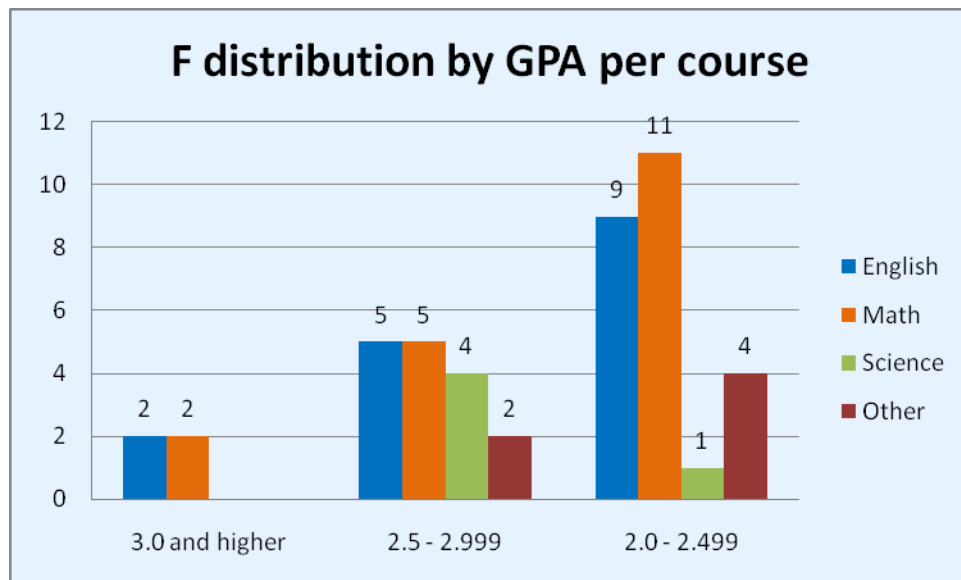
1. Keep current policy (BP6145) and practice as recommended
2. Use CIF policy only (would require lowering of minimum units enrolled, requirement to be on graduation pace, and would allow F's)
3. Create hybrid as directed by Board

Analysis of GPA's for students with an F at PGHS

- The following chart shows (as of 10/4/11) the number of students (66) who currently had an F in at least one class broken down by their GPA. According to CIF policy, students who are below a 2.0 GPA are ineligible and hence that graph is shown in red.



- Broken down by GPA, the following were the number of F's per course:



SUBJECT: Future Agenda Items

PERSON (S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Board review the list of items, and direct Administration to add items to the list and/or schedule items for a particular agendas.

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 6, 2011 Board Meeting.

November

Update on Family Vacations and Student Attendance

unassigned

Depreciation Schedule

Facility Use Fees

Substitute teacher pay