

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, MARCH 03, 2022**

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

DATE: Thursday, March 03, 2022
TIME: 5:30 p.m. Closed Session
6:30 p.m. Open Session
LOCATION: **IN PERSON**

Trustees
*Cristy Dawson, President
Dr. Frank Rivera III, Clerk
John Paff
Brian Swanson
Carolyn Swanson
Gabiella Gaona, Student Rep.*

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

VIRTUAL MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/84606981145?pwd=V1pEdEIGNEV4UE16WkUraCsyN2liQT09>

Meeting ID: 846 0698 1145 Passcode: 168457 One tap mobile

+19292056099,,84606981145#,,,,*168457# US (New York)

+12532158782,,84606981145#,,,,*168457# US (Tacoma) **Dial by your location +1 929 205 6099 US (New York) +1 253 215 8782 US (Tacoma) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) Meeting ID: 846 0698 1145 Passcode: 168457 Find your local number: <https://pgusd.zoom.us/j/84606981145?pwd=V1pEdEIGNEV4UE16WkUraCsyN2liQT09>**

Additional Teleconferencing Location

This meeting is also being conducted by teleconference at the following locations: *White Tesla vehicle in District Office parking lot located at 435 Hillcrest Ave, Pacific Grove, Ca. 93950.*

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

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

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, MARCH 03, 2022**

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Roll Call

C. Adoption of Agenda

- Board Questions/Comments:

- Public Comment:

- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

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B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non Agenda Items)

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

VI. CONSENT AGENDA

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

- A. Minutes of February 10, 2022 Board Meeting 7
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Minutes of February 23, 2022 Board Meeting 14
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- C. Certificated Assignment Order #12 15
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Certificated Assignment Order #12.
- D. Classified Assignment Order #12 17
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #12.
- E. Contract for Services - Updates to BIG FIVE SAFETY PROTOCOLS 19
Recommendation: (Barbara Martinez, Director of Safety) The District Administration recommends the Board review and approve the contract for services with the San Mateo County Office of Education to provide safety training to district administration in a Trainer of Trainer model for updates in the BIG FIVE Safety Protocols.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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- F. Contract for Services with MaryLee Sunseri at Pacific Grove Adult School 30
Recommendation: (Barbara Martinez, Principal, Adult School) The District Administration recommends the Board review and approve the contract for services with MaryLee Sunseri to provide Parent Enrichment classes at Pacific Grove Adult.
- G. Warrant Schedule 640 33
Recommendation: (Song Chin-Bendib, Assistant Superintendent Business Services) The District Administration recommends the Board approve Warrant Schedule 640.
- H. Out of County or Overnight Activities 35
Recommendation: (Song Chin-Bendib, Assistant Superintendent Business Services) The Administration recommends that the Board approve or receive the requests presented.
- I. Donations 39
Recommendation: (Song Chin-Bendib, Assistant Superintendent Business Services) The Administration recommends that the Board approve acceptance of donations.
- J. Extension of Contract with MCOE for Firewall Services 40
Recommendation: (Louis Algaze, Director of Technology Systems) The District Administration recommends the passing of contracting with Monterey County Office of Education (MCOE) to continue providing Pacific Grove Unified School District (PGUSD) with Firewall Services through Palo Alto Networks (PAN).

- Board Questions/Comments:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

- VII. **PUBLIC HEARING: Public Hearing Regarding Proposed Composition of Trustee-Area Maps, and Adoption of Resolution Approving Transition to Trustee Areas area maps** 42
Recommendation: (Ralph G Porras, Superintendent) The District Administration recommends that the Board hold a public hearing, and following that hearing select a preferred trustee area boundary map and staggering election sequencing schedule, and adopt Resolution No. 1085: Resolution Initiating a Proposal to the Monterey County Committee on School District Organization for the Adoption of By-Trustee Area Elections. (Lupine map pg. 53, Teal map pg. 55)

- Questions/Comments:
- Public Comment:
- Board Direction: _____

VIII. **ACTION/DISCUSSION**

- A. Resolution 1085 Initiating A Proposal To The Monterey County Committee On School District Organization For The Adoption Of By-Trustee Area Elections 42
Recommendation (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board adopt Resolution No. 1085 Resolution Initiating a Proposal to the Monterey County Committee on School District Organization for the Adoption of By-Trustee Area Elections selecting a preferred trustee area boundary map and staggering election sequencing schedule

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

B. District Update on Response to COVID-19 57

Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

C. Resolution 1082 Authorizing the Use of Remote Teleconferencing Provisions 58

Recommendation: (Ralph Gómez Porras, Superintendent) At Board request, the administration recommends that the Board adopt Resolution to allow for the Board to continue conducting remote virtual meetings during a state of emergency without the need to comply with all Brown Act's teleconferencing prerequisites, provided certain requirements are met.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

D. Resolution No. 1086 Issuance of a Tax and Revenue Anticipation Note (TRAN) Not To Exceed \$7,500,000 61

Recommendation: (Song Chin-Bendib, Assistant Superintendent Business Services) The Administration recommends that the Board review and approve Resolution No. 1086 for participation in the California School Board Association (CSBA) Cash Reserve Program for the 2022-23 Tax and Revenue Anticipation Note (TRAN) for an amount not-to-exceed \$7,500,000.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

E. Contract with School Site Solutions, Inc 107

Recommendation: : (Song Chin-Bendib, Assistant Superintendent Business Services) The District Administration recommends the Board review and approve the consultant services agreement with School Site Solutions, Inc.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

F. Summer School Principal, Salary Schedule Revision 114

Recommendation: (Billie Mankey, Director Human Resources) The District Administration recommends the Board review and approve the Management Salary Schedule revision for Summer School Principal as presented. The annual stipend is recommended to increase from \$4,000 to \$6,000 with one \$6,000 stipend for ESY (Extended School Year), and one \$6,000 stipend for Intervention General Education

- Board Comments/Questions:
- Public Comment:

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BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, MARCH 03, 2022**

- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

G. Board Calendar/Future Meetings 117

Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

VIII. INFORMATION/DISCUSSION

A. 2021-22 and 2022-23 Budget Discussion 121

Recommendation: (Song Chin-Bendib, Assistant Superintendent Business Services) The District Administration recommends that the Board begin reviewing key components or assumptions of the District Budget.

- Board Questions/Comments:
- Public Comment:
- Board Direction: _____

B. Future Agenda Items 134

Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- Added June 17, 2021: A Board member requested parent orientation to the Board meetings (currently working with CSBA to arrange for this, as of October 5, 2021)
- Added October 21, 2021: A Board member requested creating policy regarding virtual meetings, including site councils, parent/teacher conferences and other meetings
- Added November 18, 2021: A Board member requested a Board committee CSBA workshop
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added November 18, 2021: A Board member requested a Diversity equity committee
- Added November 18, 2021: A Board member requested an update regarding Monterey Peninsula College collaboration
- Added March 3, 2022: Information on the website for military families
- Added March 3, 2022: Presentation of goals by IT Director (March 17, 2022)
- Added March 3, 2022: AB 361 Discussion for March 3, 2022
 - Board Questions/Comments:
 - Public Comment:
 - Direction: _____

IX. ADJOURNMENT

Next regular Board meeting: March 17, 2022

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, FEBRUARY 10, 2022**

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Annual Organizational and Regular Meeting of February 10, 2022 – District Office/Virtual**

I. OPENED BUSINESS

- A. Called to Order 5:30 p.m.
- B. Roll Call
- | | |
|---|-----------------------------------|
| President: | Trustee Cristy Dawson |
| Clerk: | Trustee Frank Rivera |
| Trustee(s) Present: | Trustee Brian Swanson |
| Trustee(s) Virtual At Alternate Location: | Trustee Carolyn Swanson |
| Trustee(s) Absent: | Trustee John Paff |
| Administration Present: | Superintendent Porras |
| Additional Virtual: | Asst. Superintendent Chin-Bendib |
| Board Recorder: | Dr. Ralph Gómez Porras |
| Student Board Member: | Gabriella Gaona (<i>Absent</i>) |
- C. Adopted Agenda

MOTION BS/FR to adopt agenda as presented.

Public comment: none

Motion CARRIED/NOT CARRIED by roll call vote 4-0

II. CLOSED SESSION

- A. Identify Closed Session Topics
The Board of Education will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Education and Government Code.
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
 2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
 3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
 4. Consideration Of Student Discipline 1 Case: Student # 032122
- B. Public comment on Closed Session Topics

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, FEBRUARY 10, 2022**

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [Government Code § 3549.1 (d)]
 - *Information Received/Direction Given/No Action*
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 [Government Code § 3549.1 (d)]
 - *Information Received/Direction Given/No Action*
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
 - *Information Received/Direction Given/No Action*
4. Consideration Of Student Discipline 1 Case: Student # 032122
 - *Information Received/Direction Given/No Action*

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

- *Dawson: Note from teacher re student awards at Poetry Out Loud (Video available), Concerning RHD maintenance, Letters about tenure track, City requesting info redistricting; about blinds at PGH library; remember PG Press for communications*
- *C. Swanson: COVID protocols, staff at PGMS requesting current CCS membership, Buses; Increasing compensation, community member supporting Lupine map for CVRA;*

B. Board Member Comments

- *C. Swanson: Acknowledge Black History Month; Chinese New Year; Welcome Public Comments; noted that meeting from vehicle due to Brown Act*
- *B. Swanson: Also acknowledge teacher Jessica Grogan and student poets*
- *Rivera: Acknowledge student poets, appreciates new format of agenda, encourages efficient meetings to encourage greater participation*
- *Dawson: noted drug prevention courses from MCOE (Feb 15)*

C. Superintendent Report

- *Acknowledge dedication of all staff during Covid; acknowledge new IT Director Louis Algaze and support of interim Director DeVost*

D. PGUSD Staff Comments (Non Agenda Items)

- *Principal Garcia: acknowledge counselor during counselor week*
- *Dr Haggquist: Mock trial competition on Sat at Monterey courthouse*
- *Kari Serpa: appreciate all counselors*

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, FEBRUARY 10, 2022**

- *None*

VI. CONSENT AGENDA

- A. Minutes of January 20, 2021 Board Meeting
- B. Certificated Assignment Order #11
- C. Classified Assignment Order #11 (Pulled to Action)
- D. Contract for Services with Belli Architectural Group (Pulled to Action)
- E. Change Orders to AMS.Net for Forest Grove and High School Bell, Clock, and Speaker Systems
- F. Contract for Services with Dave Dally at Pacific Grove Middle School
- G. Contract for Services with Dr. Rob Klevan at Pacific Grove Middle School
- H. Contract for Services with Paul Contos at Pacific Grove Middle School
- I. Contract with Monterey County Superintendent of Schools for School Services of California, Inc. Services
- J. Acceptance of Quarterly Treasurer's Report
- K. Acceptance of Donations
- L. Out of County or Overnight Activities
- M. Cash Receipts Report No. 5

MOTION FR/BS to adopt Consent Agenda as presented, with items C and D pulled)

Public comment:

- *Staff acknowledged and honored retirees Bullers' for their legacy work in the district as "truly amazing educators."*

Motion CARRIED by roll call vote 4-0

VII. PUBLIC HEARING: Presentation On the Process to Create Trustee Areas and Public Hearing Regarding the Content of Trustee Area Maps

Hearing started: 6:45 pm

Hearing Concluded: 7:20 pm **Presentation:** Goal is to narrow the selection process to help hone in on which maps seems most appropriate for final vote on March 3. This is the fourth public hearing on this item. Request Board comment (1) which of the 7 maps is most preferred, and, (2) sequencing of elections in Trustee areas **Board Comment/Questions:**

- *C. Swanson: First choice is Lupine map as it keeps Del Monte park area intact, maintains FGE boundary lines, highest minority group, as these represent 10 years out these choices are not individualized but long term*
- *B. Swanson: all 'tight' regarding deviations, trying to identify which "feels normal" and not contrived, Lupine, Teal*
- *Rivera: Teal and Lupine, Lupine represents a particular group (Del Monte) and perhaps this is isolating that group, Teal appears to be a nature split,*
- *Teal and Lupine seem the two most appropriate (Rivera, B Swanson, C Swanson)*
- *C. Swanson reinforcing need to keep community of interest*

Public Comments:

- *Sharon Miller: Going with Lupine due (1) Area 3 looks oddly shaped, why?, (2) concerned Lupine has*

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, FEBRUARY 10, 2022**

greatest deviation, (3) Area 4 his high minority, younger population ..if remains intact they may be able to find a representative for whole area, (4) If I was a Trustee I'd ask, "Want to avoid a map that will move me out of my role as trustee" however, 10 years out doesn't focus on incumbency

- *Jennifer McNary: Del Monte park traditional underrepresented on Board, Lupin support equity goal, please get word out to involve full community*

VIII. ACTION/DISCUSSION

A. District Update on Response to COVID-19

No Action

Board Comments/Questions:

- *Swanson: Summer programs? (Yes, planning underway)*
- *Swanson: appreciate thorough updates*
- *Rivera: Mask question answered*
- *Dawson: Reiterate that appreciate supportive nature of PGUSD district families and staff*

Public comment: none

Motion: *No Action*

B. Approval of Measure A (Ed Tech Bond) Education Technology Expenditures

MOTION BS/FR to adopt Approval of Measure A (Ed Tech Bond) Education Technology Expenditures as presented.

Board Comments/Questions: *Appreciation in general*

Public comment: none

Motion CARRIED by roll call vote 4-0

C. Board Calendar/Future Meetings

MOTION CD/BS to adopt Board Calendar/Future Meetings as presented.

Board Comments/Questions: *None*

Public comment: *None*

Motion CARRIED by roll call vote 4-0

D. Classified Assignment Order #11 (Pulled from Consent)

MOTION FR/BS to adopt Classified Assignment Order #11 (Pulled from Consent) as presented.

Board Comments/Questions:

- *Rivera: Added gratitude to Dir Kelly*
- *B Swanson: Appreciative of his work, response to emergencies, and always found solutions*
- *C Swanson: appreciate of safety work, and great presentations*
- *Dawson: great work, progress with Bonds, quality presentations,*
- *Porras: thank for devoted service on behalf of student, contribution to educational program, and leaves legacy of future generations through our facilities*
- *Chin-Bendib: remarkable work, excellent work skills, and great presentation skills*

Public comment: *None*

Motion CARRIED by roll call vote 4-0

E. Contract for Services with Belli Architectural Group (Pulled from Consent)

MOTION CD/FR to adopt Contract for Services with Belli Architectural Group (Pulled from Consent) as presented.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, FEBRUARY 10, 2022**

Board Comments/Questions:

- *Swanson: Appreciate proactivity*

Public comment:

- *Dir Kelly: Thanks for comments, support the item based on the high quality of group*

Motion CARRIED by roll call vote 4-0

VIII. INFORMATION/DISCUSSION

A. Health Course At Pacific Grove High School

Donna O'Donnell and AP Steinback presented current instructional program and status

Board Questions/Comments:

- *Swanson: Appreciative comments*
- *Rivera: Noted appreciation for Social Media instruction*
- *Swanson: Appreciative of D. O'Donnell efforts, asked teacher if she needed something in particular? (Currently in Dance Room and classroom for health purposes would be nice, material are available)*
- *Dawson: Support a classroom specific for discussions, appreciative of guest speakers, do counselors assist? (Yes)*
- *B. Swanson: Glad classroom space issue came forward, supports finding a better instructional space, appreciate the vast number of subjects that need to be discussed*

Public Comment:

- *Beth Shammas: Should be every year and grad requirement, should not be add-on to PE, needs to study how to make a mandatory curriculum*

Board Direction:

- *Investigate alternate classroom suited for the subject*

B. PGUSD Board Regulation 5121 - Withdrawal From Classes

Board Questions/Comments:

- *Dawson: Can the drop date be changed to later? There are benefits for students. (Open to discuss time change, but want to see effect on students. Noted difference between dropping course and transfer. Can create schedule challenges.)*
- *B. Swanson: Do you know what other district do? (Will investigate)*
- *Rivera: Same questions as above. Suggest longer time to consider drops.*
- *C. Swanson: Suggest this policy be revised at CSBA policy workshop.*

Public Comment:

- *None*

Board Direction:

- *Investigate extending dates (Principal Garcia will investigate and bring back comments)*

C. Review Pacific Grove Unified School District Covid-19 Relief Funding And Cumulative Spending As Of December 31, 2021

Board Questions/Comments:

- *C. Swanson: Concerns about future audits. Any preventative work? (Built framework to try avoid difficulties and maintain consistency. Already working with current auditors)*
- *General: appreciative of Asst Supt's efforts and work*

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BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, FEBRUARY 10, 2022**

Public Comment:

- *None*

Board Direction:

- *None*

D. Mid-year Supplemental LCAP Update

Board Questions/Comments:

- *Rivera: Appreciative that we are advancing the established plans in particular; the AVID course, elementary Tool Box and Character Strong, would like to see similar at HS (forth coming), parent engagement. Parents see the positive effect.*
- *B. Swanson: Appreciative of Silva leadership especially with expansive reports, wish more community members were on line to see the extensive work.*
- *Dawson: Acknowledged complexity and thoroughness, good to stop, align, calibrate and pivot as needed*

Public Comment:

- *None*

Board Direction:

- *Keep up the good work!*

E. Review of Budget Development Calendar for 2022-23

Board Questions/Comments:

- *C. Swanson: Correct March 5 to March 3 to align with Board meetings*

Public Comment:

- *None*

Board Direction:

- *None*

F. Future Agenda Items

- *Added June 17, 2021: A Board member requested parent orientation to the Board meetings (currently working with CSBA to arrange for this, as of October 5, 2021)*
- *Added October 21, 2021: A Board member requested creating policy regarding virtual meetings, including site councils, parent/teacher conferences and other meetings*
- *Added November 18, 2021: A Board member requested a Board committee CSBA workshop*
- *Added November 18, 2021: A Board member requested a Board advocacy committee*
- *Added November 18, 2021: A Board member requested a Diversity equity committee*
- *Added November 18, 2021: A Board member requested an update regarding Monterey Peninsula College collaboration*

Added:

- *Information on the website for military families*
- *Presentation of goals by IT Director*
- *AB 361 Discussion for March 3, 2022*

Public Comment:

- *It would be beneficial to have a guideline sheet for public about how to add items*
- *Support AB 361*

IX. ADJOURNMENT: 915 pm

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, FEBRUARY 10, 2022**

Next regular Board meeting: March 3, 2022

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING: WEDNESDAY, FEBRUARY 23, 2022**

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Board Meeting of February 23, 2022 – District Office/Virtual**

I. OPENED BUSINESS

- A. Called to Order 7:30 a.m.
- B. Roll Call
- | | |
|---|--|
| President: | Trustee Cristy Dawson |
| Clerk: | Trustee Frank Rivera |
| Trustee(s) Present: | Trustee Brian Swanson
Trustee John Paff |
| Trustee(s) Virtual At Alternate Location: | Trustee Carolyn Swanson |
| Administration Present: | Superintendent Porras |
| Board Recorder: | Dr. Ralph Gómez Porras |
- C. Adopted Agenda

CONSIDERATION OF STUDENT DISCIPLINE

**1 Case: Student # 032122
(Education Code Section 48915)**

MOTION JP/FR to adopt agenda as presented.

Public comment: None

Motion CARRIED/NOT CARRIED by roll call vote 5-0

II. ADJOURNED TO CLOSED SESSION (8:30 am)

III. ADJOURNED TO DELIBERATIONS (9:30 am)

IV. RECONVENE TO OPEN SESSION (9:50 am)

In a unanimous vote (5-0) the Board approved the expulsion of student #032122 through May 27, 2022 with a placement at the Monterey County Office of Education for violation of Education Codes 48900 (c), (h) and (j).

IX. MEETING ADJOURNMENT: 9:55 am

Next regular Board meeting: March 3, 2022

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

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

SUBJECT: Certificated Assignment Order #12

DATE: March 3, 2022

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #12

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 12
 March 3, 2022**

TEMPORARY NEW HIRE and RE-HIRE:

Alex Cleveland, PGAS, Temporary High School Diploma/HiSet Coordinator, 4.5 hrs./day, 2 days per month, Column A, Step 1, effective February 21, 2022 and subject to sufficient enrollment (replaces Janet Light)

TEMPORARY ADDITIONAL ASSIGNMENTS (ELO Funding)

2021-22 Lunchtime CHILL Team, 1 hr./day, 5 days/week, paid per time sheet at the hourly non-instructional rate, effective February 3, 2022

Chip Dorey, Amy Tulley, Dezi Pettas, Kim Shurtz

2021-2022 PGHS Athletic Stipend			
Employee	<u>Assignment</u>	<u>Funding</u>	<u>Amount</u>
Frank Giraldo	Varsity Girls' Soccer	GF-Athletics	\$4,295
Ryan Nevis	Varsity Boys' Soccer	GF-Athletics	\$3,995
Grace Hansen	Assistant Swimming Girls/Boys	GF - Athletics	\$2,891
PGMS Athletic Stipend			
Brandon Rosa	Wrestling Coach	GF-Athletics	\$1,156

SUBSTITUTES:

Jennifer Garcia

Kelly Goldberg

Erin Johnson

Gabriella Schlesinger-James

Torrey Barlow, long-term sub replacing Danielle Condit (maternity/parental leave), \$187 per day for 16 days, then increases to \$197 per day effective January 24, 2022

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

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

SUBJECT: Classified Assignment Order #12

DATE: March 3, 2022

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #12

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 12
March 3, 2022**

Page 2 of 2

NEW HIRE:

Brandon Rosa, PGMS, Instructional Assistant (P.E.), TH 4.5 hrs./day, M, T, W, F, 5.5 hrs./day, Range 30, Step A, effective February 28, 2022 (replaces Staphany Arriola)

Tara Al Ayoubi, Itinerant Paraprofessional, 6.5 hrs./day, 5 days/week, Range 37, Step D, effective February 22, 2022 (replaces Christina Zantman)

SUBSTITUTE:

Mourad ElYemni, Custodial

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

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

SUBJECT: SAFETY TRAINING: Updates to BIG FIVE SAFETY PROTOCOLS

DATE:

PERSON(S) RESPONSIBLE: Barbara Martinez, Safety Director

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with the San Mateo County Office of Education to provide safety training to district administration in a Trainer of Trainer model for updates in the BIG FIVE Safety Protocols.

BACKGROUND:

Pacific Grove Unified School District utilizes Big Five safety protocols which provide five immediate action responses in any given emergency. These include Shelter in Place; Drop, Cover, and Hold On; Secure Campus; Lockdown/Barricade; and Evacuation. Updates to the safety protocols include teaching staff how to apply Trauma Informed Practices into site safety plans in addition to added safety curriculum for elementary, middle and high school students. Minimizing the negative mental health impact on students employ a trauma-informed approach when practicing and implementing the Big Five protocols. The following table provides grade-appropriate guidance for supporting students during the preparation, response, and recovery phases of an emergency.

INFORMATION:

The San Mateo County Office of Education will provide Big Five Training with a Trauma Informed Approach to PGUSD administrators in a Trainer of Trainer Model. Training will include training materials in addition to curriculum for elementary, middle and high school sites. Big Five posters will be provided for each site as well. Each elementary school teacher will be provided a “Think on Your Feet Peet” book which teaches the Lockdown/Barricade safety protocol and in addition, all staff will have access to the “Think on Your Feet Peet” Coloring Pages/Digital Book.

FISCAL IMPACT:

Estimated total for training and services: \$4,421.37

Total contract not to exceed \$5,000.

Training covered by ESSER Funds

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and San Mateo County Office of Education for services rendered as specified below.

1. Scope of Service:

To provide: Big Five Training: Trauma Informed Approach for District Administrators and provide curriculum and resources to support Big Five Safety Protocols

2. Evaluation and/or expected outcome(s)(continue on attached page if needed):

To provide Big Five Professional Development to district administration in a Trainer of Trainers model. Each site administrator will take back resources and train staff on Big Five Emergency Response Protocols and updates to their site safety plans.

3. Length of the Contract:

Service is to be provided on the following date(s):
March 24, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:
Not to exceed 5,000.00 (\$ per hr/day/other)
For a month(hours/days/other)
School Funding Source: ESSER Funds
Account Code: 01-3213-0-0000-8300-5800-00-009-4969-1050

Consultant (Please print) San Mateo County Office of Education, Molly Hendricks/Coordinator School Safety &Risk Prevention

Address 101 Twin Dolphin Drive, San Mateo, CA Phone:650-802-5434

Signed _____ Date 3/24/2022

Email [Click or tap here to enter text.](#)

District Employee Independent Consultant

Signed _____ Date _____
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 _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

District/Site Administrator – Please circle criteria that apply and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

**AGREEMENT BETWEEN THE SAN MATEO COUNTY OFFICE OF
EDUCATION AND PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

This Agreement is entered into this twenty sixth day of January, 2022, by and between the San Mateo County Superintendent of Schools on behalf of the San Mateo County Office of Education, hereinafter called “SMCOE,” and Pacific Grove Unified School District, hereinafter called “Entity.”

* * *

Whereas, it is necessary and desirable that SMCOE perform work/services for Entity for the purpose of Big Five Training: Trauma Informed Approach for staff.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by SMCOE

In consideration of the payments set forth in this Agreement and in Exhibit B, SMCOE shall perform services for Entity in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by SMCOE in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Entity shall make payment to SMCOE based on the rates and in the manner specified in Exhibit B. In no event shall Entity’s total fiscal obligation under this Agreement exceed five thousand dollars (\$5,000.00). In the event that Entity makes any advance payments, SMCOE agrees to refund any amounts in excess of the amount owed by the Entity at the time of contract termination or expiration.

4. Term

The term of this Agreement shall be from March 24, 2022, through June 30, 2022.

Termination

This Agreement may be terminated by SMCOE, by the SMCOE's Deputy Superintendent of Business Services or his/her designee, or by Entity at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, SMCOE shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

5. Relationship of Parties

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both SMCOE and Entity is to create an independent contractor relationship.

6. Hold Harmless

Each party shall defend, indemnify, and hold the other party, its officers, agents, subcontractors, and employees harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, subcontractors, or employees.

7. Assignability and Subcontracting

SMCOE shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by SMCOE under this Agreement without the prior written consent of Entity.

8. Insurance

a. General Requirements

Entity shall advise SMCOE of any insurance coverage requirements, and SMCOE shall provide evidence of appropriate coverage to Entity upon request.

b. Workers' Compensation and Employer's Liability Insurance

Each party to this Agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

SMCOE shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect SMCOE and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from SMCOE's operations under this Agreement, whether such operations be by SMCOE, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

9. Retention of Records; Right to Monitor and Audit

Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after Entity makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

10. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail.

Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

11. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

12. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of SMCOE, to:

Name/Title: Molly Henricks/Coordinator School Safety & Risk Prevention
Address: 101 Twin Dolphin Drive
Telephone: 650-802-5434
Facsimile: n/a
Email: mhenricks@smcoe.org

In the case of Entity, to:

Name/Title: Barbara Martinez/Principal
Address: 1025 Lighthouse Ave, Pacific Grove, CA 93950
Telephone: 831-646-6580 x426
Facsimile: n/a
Email: bmartinez@pgusd.org

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Entity:

Name (please print)

Title

Signature

Date

For SMCOE:

Nancy Magee

Date

NMH

NMM

Exhibit A

In consideration of the payments set forth in Exhibit B, SMCOE shall provide the following services:

Description of Services to be performed by SMCOE:

- 1) Big Five Training: Trauma Informed Approach
 - Including training, drive time, mileage, lodging, indirect costs, and prep
 - Big Five Training Materials:
 - Think on Your Feet Peet Books (lockdown/Barricade)
 - Big Five Posters-English/Spanish
 - Think on Your Feet Peet Coloring Pages/Digital Book Access
- 2) Additional training/class work/site walk throughs
 - Zoom or in person

Exhibit B

In consideration of the services provided by SMCOE described in Exhibit A and subject to the terms of the Agreement, Entity shall pay SMCOE based on the following fee schedule and terms:

- 1) Big Five Training: Trauma Informed Approach
 - **Full day rate = \$1500 + \$108 (mileage) + \$100 (lodging) = \$1708**
- 2) Think on Your Feet Peet Books (lockdown/Barricade) @ \$15.00/each (minimum of 100 books= \$1500.00)
- 3) Big Five Posters – English (minimum 150 posters)/Spanish (minimum 50 posters) @ \$1.25/each (minimum total \$250)
- 4) Think on Your Feet Peet Coloring Pages/Digital Book Access = Free
- 5) Additional training/class work/site walk through
 - 2 hours @ \$187.50/hour (total \$375)
 - Zoom or in person
 - TBD

Estimated total for all of the above: \$3,833.00 + indirect costs @ 15.35%
(\$588.37)=\$4,421.37

Total contract not to exceed \$5,000.

MH

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

Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Contract for Services with MaryLee Sunseri at Pacific Grove Adult School

DATE: March 03, 2022

PERSON(S) RESPONSIBLE: Barbara Martinez, Pacific Grove Adult School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with MaryLee Sunseri to provide Parent Enrichment classes at Pacific Grove Adult School for the following dates:

SPRING SESSION 2022:

1,2,3—Sing With Me: Mar 21, 28, Apr 4, 18, 25, May 2, 9, 16, 23

Wee Chant: Mar 25, Apr 1, 8, 22, 29, May 6, 13, 20, 27, June 3

Mothers Day Concert: May 6

BACKGROUND:

Pacific Grove Adult Education provides parent education music enrichment workshops for parents enrolled in age related classes. MaryLee Sunseri's music workshops have supported the parent education classes for many years and have provided parents skills to increase social emotional engagement with their children.

INFORMATION:

Adult students will learn songs and rhythmic movement patterns to engage with their babies and toddlers which are developmentally specific and lead to the development of speech, language and literacy skills. Services are to be provided on the following date(s) via ZOOM.

FISCAL IMPACT:

The cost of this program is \$2010.00 budgeted from Fund 11 Parents' Place Donations
Funding Source: Fund 11 Adult Education

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue, Pacific Grove, CA 93950
CONTRACT FOR SERVICES

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

1. **Scope of Service**

To provide **Parent Training Music Enrichment Workshops and Concerts**

2. **Evaluation and/or expected outcome(s):**

Adult students will learn songs and rhythmic movement patterns to engage with their babies and toddlers which are developmentally specific and lead to speech, language and literacy skills.

3. **Length of the contract:**

Service is to be provided on the following date(s):

SPRING SESSION 2022:

1,2,3—Sing With Me: Mar 21, 28, Apr 4, 18, 25, May 2, 9, 16, 23

Wee Chant: Mar 25, Apr 1, 8, 22, 29, May 6, 13, 20, 27, June 3

Mothers Day Concert: May 6

4. **Financial Consideration:**

Consultant to be paid at the rate of:

\$2010. (Two thousand and ten dollars and 00/100 cents)

(\$ per hr/day/other: **PER SESSION**)

FOR Spring Session, 2022

School Funding Source:

Account Code:

Consultant: **MaryLee Sunseri** Social Security # **571-76-5725**

Address: **380 Martin Street, Monterey, CA 93940** Email: **maryleesunseri@yahoo.com**

Signed: _____ Date _____

District Employee
Independent Consultant*

Signed: _____ Date _____

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.

Contract for Services Criteria

District/Site Administrator - Please circle criteria that applies and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached.)
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to: agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Warrant Schedule 640

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Song Chin Bendib, Assistant Superintendent

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from January 1, 2022 through January 31, 2022.

INFORMATION:

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item(s) purchased, the correctness of the amount to be paid, and the funds were available within the appropriate budget. All necessary site, department, and district authorizations have been obtained.

Please note a full copy of the warrants are available by request.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

640

January 2022

WARRANTS - PAYROLL

Certificated	Manual	01/05/22	\$	-
	Supp	01/10/22	\$	34,403.53
	Manual	01/14/22	\$	-
	Regular	01/31/22	\$	1,752,378.66
<u>Total Certificated</u>			\$	<u>1,786,782.19</u>
Classified	Manual	01/05/22	\$	-
	Supp	01/10/22	\$	19,580.79
	Manual	01/14/22	\$	-
	Regular	01/31/22	\$	697,160.47
<u>Total Classified</u>			\$	<u>716,741.26</u>
Other	Manual	01/05/22	\$	-
	Supp	01/10/22	\$	8,522.47
	Manual	01/14/22	\$	-
	Regular	01/31/22	\$	7,154.50
<u>Total Other</u>			\$	<u>15,676.97</u>
<u>TOTAL PAYROLL</u>			\$	<u>2,519,200.42</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12660998-12661019		01/06/22	\$	71,597.37
		01/13/22		
12662904-12662917	04600000198-	01/20/22	\$	1,479.35
12664565-12664620	04600000199-04600000202	01/27/22	\$	157,356.04
<u>TOTAL ACCOUNTS PAYABLE</u>			\$	<u>230,432.76</u>

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

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

SUBJECT: Out of County or Overnight Activities

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board approve or receive the request as presented.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

OUT-OF-COUNTY OR OVERNIGHT ACTIVITIES

<u>DATE</u> <u>DESTINATION</u>	<u>STUDENTS/CLASS</u> <u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING</u>
April 22, 2022 Santa Cruz Beach Boardwalk Santa Cruz CA	PGMS Music Classes National Standards Music Festival	School Bus	\$5,463	Music Dept, PGPride, Students
May 7, 2022	PGMS Choir	School Bus	\$1,276	Music Dept.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT
LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 04/22/2022 Day of Activity April 22, 2022

Location of Activity Santa Cruz Beach Boardwalk City Santa Cruz County Santa Cruz

School PG Middle School Class or Club PGMS Music Department Grade Level/s 6,7,8

School Departure Time 11:00 AM

Pickup Time from Place of Activity 6 PM

Name of Employee Accompanying Students Barbara A. Priest

Number of Adults 10 Number of Students 87

Description of Activity/Educational Objective
State Framework and National Standards Concert Festival Celebration and Team Building Activities

List All Stops None

Means of Transportation: School Bus

* Board Regulation 3541.1 Requirements will be complied with when using private Autos BP
(Teacher initials)

**If using District vans, driver names must be listed: Barbara Priest

Cost of Activity \$ 3303 + Cost of Transportation \$ 2,160.00 = Total \$ 5,463.00

Fund/s to be charged for all activity expenses (x) Students () Club (x) PG Pride (x) Other Barbara Priest

Account Code: Music Dept. has transportation funds. Separate for PO/wristbands-using PG Pride & students

Requested by: Barbara Priest / Barbara A. Priest Date 02/03/2022
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Sean Roach Date 02/08/2022

Transportation Department/District Office Use

() School Bus () Charter (x) Available () Not available Date Received 02/08/2022

Cost Estimate \$2160.00 est. Salinas City - confirmed

Approved by Transportation Supervisor: Lori Aiello Date 02/08/2022

Approved by Assistant Superintendent: song chinbendib Date 02/08/2022

Date of Board Approval 03/03/2022

Does form need board approval Yes

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 05/07/2022 Day of Activity Saturday

Location of Activity Milpitas HS City San Jose, CA County San Mateo

School PG Middle School Class or Club PGMS Choir Grade Level/s 6,7,8

School Departure Time 7 AM

Pickup Time from Place of Activity 5:30 PM

Name of Employee Accompanying Students Jared Masar

Number of Adults 3 Number of Students 45

Description of Activity/Educational Objective

Singing for judges in a competition in order to receive feedback. This supports not only in class teaching but also offers new insight into singing technique, music literacy, and musicianship.

List All Stops Milpitas HS, Great America San Jose

Means of Transportation: School Bus

* Board Regulation 3541.1 Requirements will be complied with when using private Autos jm (Teacher initials)

**If using District vans, driver names must be listed:

Cost of Activity \$ 0 + Cost of Transportation \$ 1276.00 = Total \$ 1,276.00

Fund/s to be charged for all activity expenses () Students () Club () PG Pride () Other

Account Code: 01-9005-0-1110-1000-4300-00-005-1440-0720

Requested by: Jared Masar / Jared Masar Date 02/04/2022 Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Sean Roach Date 02/04/2022

Transportation Department/District Office Use

() School Bus () Charter (x) Available () Not available Date Received 02/08/2022

Cost Estimate \$ 1276.00-Bus-\$500.50/Driver \$775.50 est

Approved by Transportation Supervisor: Lori Aiello Date 02/08/2022

Approved by Assistant Superintendent: song chinbendib Date 02/08/2022

Date of Board Approval 03/03/2022

Does form need board approval Yes

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

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

SUBJECT: Acceptance of Donations

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board approve acceptance of donations referenced below.

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

None

Pacific Grove High School

None

Pacific Grove Community High School

None

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

MCOE QRIS Grant

\$1,500 (State Preschool)

Pacific Grove Unified School District

None

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

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

SUBJECT: Extension of Contract with Monterey County Office of Education for Firewall Services

DATE: March 3rd, 2022

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

RECOMMENDATION:

The District Administration recommends the passing of contracting with Monterey County Office of Education (MCOE) to continue providing Pacific Grove Unified School District (PGUSD) with Firewall Services through Palo Alto Networks (PAN).

BACKGROUND:

In 2019 this was competitively bid through Universal Service Programs for School and Libraries (ERATE) and awarded to MCOE. Our current firewall Palo Alto (PAN), has been in place and managed by MCOE for the past several years. The PAN firewall has kept us safe internally. It has also provided content filtering mainly in the form Uniform Resource Locator (URL) blocking.

INFORMATION:

The Administration is proposing the that we extend our contract with MCOE. After evaluating other managed firewalls, PAN through MCOE is not only the more reasonably priced firewall, but also MCOE has a keen understanding of our network environment and there has been good communication between MCOE and PGUSD. Use of MCOE's service provides excellent protection of District assets and student information without having to invest in expensive equipment and ongoing training.

FISCAL IMPACT:

Continued use of MCOE's Enhanced Firewall Service has a contract rate of \$12,780 for the coming fiscal year. Because the service is eligible for 40% E-Rate funding based on current enrollment data, the district's share of that cost is 60%, or \$7,668. The reimbursement from USAC for the e-rate funding is expected to be sometime with the year.

MCOE will collect from District via funds transfer the \$7,668 and will invoice USAC directly for the other 40%. District's share will be paid out of Measure A Technology Bond and has been included in the January, 2022, Measure A budget.



Monterey County Office of Education

Leadership, Support, and Service to Prepare All Students for Success

Dr. Deneen Guss
County Superintendent of Schools

Amendment 2 to Contract 20-6095

Amendment to Contract number 20-6095 between the Monterey County Office of Education (MCOE) and Pacific Grove Unified School District (PGUSD) changes will consist of the following:

Original date: July 1, 2019 to June 30, 2021

Date extension: From July 1, 2022 to June 30, 2023

The Amendment amount will be for \$ 12,780.00

The original amount of the contract was \$8,004 per year. The update rate will be \$12,780 per year.

The reason for the change:

- The original contract 20-6095 was for 1Gbps bandwidth. The new bandwidth will be 2Gbps to match PGUSD existing bandwidth for internet connectivity
- The original contract 20-6095 allowed for two (2) one-year extensions. This will be the second one-year extension.

<p>MCOE: Monterey County Office of Education 901 Blanco Circle Salinas, CA 93915-0851</p> <p>Signature: _____</p> <p>Colleen Stanley Ed.D. Print Chief Business Official, Finance and Business Services</p>	<p>CONTRACTOR: Pacific Grove Unified School District 435 Hillcrest Ave. Pacific Grove CA 93950</p> <p>Signature: _____</p> <p>_____ Print / Type name</p> <p>_____ Title</p>
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- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Public Hearing Regarding Proposed Composition of Trustee-Area Maps, and Adoption of Resolution Approving Transition to Trustee Areas

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent, Secretary of Board of Education

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing, and following that hearing select a preferred trustee area boundary map and staggering election sequencing schedule, and adopt Resolution No. 1085: Resolution Initiating a Proposal to the Monterey County Committee on School District Organization for the Adoption of By-Trustee Area Elections.

BACKGROUND:

The Pacific Grove Unified School District Board of Education is currently elected under an “at-large” election system, where trustees are elected by voters of the entire District. Trustees are elected in even-numbered years and serve staggered, four-year terms, such that the next election for three (3) trustees is scheduled for November 2022, with the remaining trustee seats scheduled for election in November 2024. On April 22, 2021, the Board adopted Resolution No. 1069, declaring its intent to transition from at-large to by-trustee area elections, where each Board member must reside within the designated trustee area boundary, and is elected only by the voters in that trustee area.

On August 19 and September 16, 2021, the Board held two public hearings to receive input from the community on the trustee-area map creation process, pursuant to Elections Code section 10010, subdivision (a)(1). On November 2, 2021, the Board held an additional town hall meeting to allow members of the community to provide input and dialogue regarding what the Board should consider in creating trustee area boundary maps.

On January 12, 2022, the District timely published four (4) proposed trustee area maps (Green, Orange, Silver, and Teal) on the District’s website for consideration by the Board and the community. On January 20, 2022, the proposed trustee area maps were presented to the Board, and following the presentation, the Board held the first of two statutorily required public hearings to receive community input on the proposed trustee area maps, pursuant to Elections Code section 10010, subdivision (a)(2).

On February 3, 2022, the District timely published three (3) new proposed trustee area maps (Monarch, Cypress, and Lupine) on the District’s website. On February 10, 2022, the Board held the second of two statutorily required public hearings to receive community input on the proposed trustee area maps, pursuant to Elections Code section 10010, subdivision (a)(2). After reviewing each of the seven maps, the Board eliminated the Green, Orange, Silver, Monarch, and Cypress maps from consideration.

INFORMATION:

Education Code sections 5019 and 5030 authorize the Monterey County Committee on School District Organization (“County Committee”) upon application from a school district’s governing board, to change the method of election in a school district under its jurisdiction. On March 3, 2022, the District Board will hold a public hearing on the proposed trustee area maps in consideration (Teal and Lupine), and then will consider selecting a preferred trustee area boundary map and staggering elections sequencing schedule and adopting Resolution No. 1085, Resolution Initiating a Proposal to the Monterey County Committee on School District Organization for the Adoption of By-Trustee Area Elections, which would then be submitted to the County Committee for consideration.

FISCAL IMPACT:

The cost for demographer and legal services to assist in the development of proposed by-trustee area boundaries is currently estimated to be approximately \$30,000. This cost will be taken out of the General Fund.

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

RESOLUTION NO. 1085

**RESOLUTION INITIATING A PROPOSAL TO THE MONTEREY COUNTY
COMMITTEE ON SCHOOL DISTRICT ORGANIZATION FOR THE ADOPTION OF
BY-TRUSTEE AREA ELECTIONS**

WHEREAS, the Board of Trustees (“Board”) of the Pacific Grove Unified School District (“District”) are currently elected using an “at-large” election system in which registered voters of the entire jurisdiction elect candidates to the Board;

WHEREAS, in furtherance of the purposes of the California Voting Rights Act of 2001, on April 22, 2021, the Board adopted Resolution No. 1069, declaring its intent to initiate a transition from at-large to by-trustee area elections, commencing in 2022, where each Board member must reside within the designated trustee area boundary and is elected only by the voters in that trustee area (**Exhibit A**);

WHEREAS, National Demographics Corporation was retained to prepare by-trustee area election map options for the Board’s and public’s consideration;

WHEREAS, on August 19, 2021, the Board held a statutorily required public hearing to gather public input regarding potential trustee area boundaries pursuant to Elections Code section 10010, subdivision (a)(1);

WHEREAS, on September 16, 2021, the Board held the second of two statutorily required public hearings to gather community input regarding potential trustee area boundaries pursuant to Elections Code section 10010, subdivision (a)(1);

WHEREAS, on November 2, 2021, the Board held an additional town hall meeting to allow members of the community to provide input and dialogue regarding what the Board should consider in creating trustee area boundary maps;

WHEREAS, on January 12, 2022, the District timely published four trustee area maps and potential election sequencing on its website for consideration by the Board and the community;

WHEREAS, on January 20, 2022, the Board held a statutorily required public hearing to gather public input on the proposed trustee area maps and sequence of elections, pursuant to Elections Code section 10010, subdivision (a)(2);

WHEREAS, on February 3, 2022, the District timely published three new proposed trustee area maps and potential election sequencing on its website for consideration by the Board and the community;

WHEREAS, on February 10, 2022, the Board held the second of two statutorily required public hearings to gather input on the proposed trustee area maps and sequence of elections, pursuant to Elections Code section 10010, subdivision (a)(2);

WHEREAS, on March 3, 2022, the Board held a final public hearing on the matter before consideration of this Resolution;

WHEREAS, throughout this process, the District conducted expansive outreach to the community, including public notices, newsletters, and postings on a dedicated webpage;

WHEREAS, Education Code sections 5019, 5030, and other applicable provisions of law authorize the Monterey County Committee on School District Organization (“County Committee”), upon application from the Board, to change the method of electing Board members; and

WHEREAS, Education Code section 5020, as amended by Senate Bill 442, allows the County Committee to approve the Board’s proposal to change to by-trustee area elections, without the need to seek voter approval, so long as the County Committee adopts a resolution indicating that the change in the method of electing members is being made in furtherance of the purposes of the California Voting Rights Act of 2001.

NOW, THEREFORE, BE IT RESOLVED, that the District Board of Trustees hereby finds, determines and resolves as follows:

1. The above recitals are correct and true.
2. The Board hereby approves, and requests that the County Committee approve, the adoption of by-trustee area elections and the trustee area map set forth in **Exhibit B**, which has been designated as the Map.
3. Upon giving special consideration to the purposes of the California Voting Rights Act of 2001, and after taking into account the preferences expressed by members of the District, the Board hereby approves, and requests that the County Committee approve, the following sequencing of elections:
 - a. Trustee areas ____, ____, and ____ be scheduled for election in 2022; and
 - b. Trustee areas ____, and ____ be scheduled for election in 2024.
4. The Board hereby requests that the County Committee, in accordance with Education Code section 5020, include language in any resolution approving the Board’s proposal, declaring that the change in method of election is being made in furtherance of the purposes of the California Voting Rights Act of 2001.
5. The District Superintendent or designee is hereby authorized and requested to send a copy of this Resolution to the County Committee, and to work with the County Committee and the Elections Office to conduct any acts necessary to effectuate the purposes of this Resolution, including making any minor

modifications to the map as necessary, and to ensure that by-trustee area elections can be implemented in the election cycles scheduled in 2022 and 2024.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District this 3rd day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristy Dawson, President
Board of Education

Ralph Porras, Superintendent
Secretary Board of Education

Exhibit A

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

RESOLUTION NO. 1069

**INTENT TO INITIATE A TRANSITION FROM AT-LARGE TO BY-TRUSTEE AREA
ELECTIONS COMMENCING WITH THE 2022 BOARD ELECTION**

WHEREAS, the Board of Trustees (“Board”) of the Pacific Grove Unified School District (“District”) are currently elected “at-large,” meaning that registered voters of the entire jurisdiction elect candidates to the Board;

WHEREAS, trustees are elected in even-numbered years and serve staggered, four-year terms, such that the next election for three trustees is scheduled for November 2022, with the remaining two trustees scheduled for election in November 2024;

WHEREAS, under the California Voting Rights Act (Elec. Code, § 14025, *et seq.*) (“CVRA”), at-large elections are impermissible if they result in racially polarized voting. Racially polarized voting is defined as “voting in which there is a difference . . . in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate” (Elec. Code, § 14026, subd. (e));

WHEREAS, to minimize the potential for impermissible racially polarized voting, and further to limit the possibility of litigation against the public agency under the CVRA, many public agencies in California conduct “by-trustee area” elections, where each trustee must reside within the designated trustee area boundary, and is elected only by the voters in that trustee area;

WHEREAS, the Board understands the importance of fair and accessible elections, and greatly values the opinions and voices of all members of the District’s community;

WHEREAS, while the Board does not believe that its current form of elections violates the CVRA, it does believe that it is in the public interest to begin the process to transition from at-large to by-trustee area elections;

WHEREAS, the boundaries for trustee areas in by-trustee elections are established based on population counts and demographics from the most recent United States’ census;

WHEREAS, the United States’ census count occurs every ten (10) years with the last census count occurring in 2020 (“2020 Census”);

WHEREAS, due to Coronavirus pandemic related delays, the 2020 Census data is not expected to be made available to state and local agencies until September 30, 2021, which is a substantial delay from the original due date of March 31, 2021;

WHEREAS, if the District transitioned to by-trustee area elections prior to the release of the 2020 Census, the trustee areas would be established based on the 2010 Census, which (1) may not fairly and accurately reflect the current voter population distribution and demographics of the District, and (2) could require the District to incur additional, duplicative costs to adjust the trustee areas based on the 2020 Census as required by Education Code Section 5019.5;

WHEREAS, the Board, cognizant of its need to be fiscally responsible, desires to implement this change in the manner of electing board members in a cost effective and efficient manner following release of the 2020 Census data;

WHEREAS, pursuant to Elections Code section 10010, subdivision (a)(1), the Board will hold a minimum of two public hearings to seek public input regarding the composition of the trustee areas prior to developing proposed trustee-area boundary maps;

WHEREAS, the Board will hold a minimum of two additional public hearings to seek public input on the proposed trustee-area maps developed with assistance from a demographer and on the proposed sequence of elections (Elec. Code, § 10010, subd. (a)(2));

WHEREAS, the Board will hold an additional public hearing before adopting a trustee-area map and submitting it to the Monterey County Committee on School District Organization (“County Committee”) for consideration;

WHEREAS, Education Code sections 5019 and 5030 authorize the County Committee, upon application of the Board, to change the method of election of the Board from at-large to by-trustee area;

WHEREAS, if the County Committee approves this request to change the method of electing trustees, Education Code section 5020 requires the County Committee’s resolution of approval to be submitted to the electorate for its approval; and

WHEREAS, in the alternative, the District may seek a waiver of this voter approval requirement from the State Board of Education, pursuant to Education Code sections 33050-33053.

NOW, THEREFORE, BE IT RESOLVED, that the District Board of Trustees hereby finds, determines, declares and resolves as follows:

1. The above recitals are correct and true.
2. This Resolution is passed and adopted pursuant to Elections Code section 10010, subd. (e)(3)(A).
3. Trustee area boundary lines shall be developed based on the most updated federal decennial census data following its release in 2021 to provide for “by-trustee area” elections commencing with the 2022 Board elections.

4. Pursuant to Education Code sections 5019, 5030 and other applicable provisions of law, the Board directs District staff to transmit this resolution to the County Committee so that the County Committee will be on notice of the District's intent, to adopt a change in the method of electing members of the Board from "at-large" elections to "by-trustee area" elections commencing with the 2022 Board elections.
5. Before submitting a final proposal to the County Committee for trustee area maps, multiple public hearings in accordance with Elections Code section 10010 and other applicable laws shall be scheduled to obtain public input on draft trustee area maps and proposals.
6. The Board shall apply to the County Committee for establishment of trustee areas pursuant to Education Code section 5019 in a timely manner following the availability of the 2020 Census data to have the 2022 elections for the Board conducted within the new trustee areas.
7. Staff is directed to engage a demographer, legal counsel, and any other consultant deemed required to assist in the development of proposed by-trustee area boundaries.
8. The District Superintendent/designee are authorized to take all actions necessary to seek a waiver from the State Board of Education of the election requirement imposed by Education Code section 5020, which would otherwise require an election to determine whether to transition to by-trustee area elections.
9. The District Superintendent/designee are hereby authorized and directed to take any other actions necessary to effectuate the purposes of this resolution.
10. This resolution shall become immediately effective upon adoption by the Board.

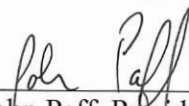
PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District this 22nd day of April 2021, by the following vote:

AYES: 4

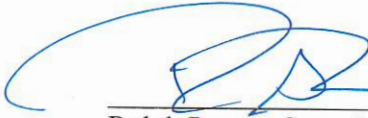
NOES: 0

ABSENT: 0

ABSTAIN: 0



John Paff, President
Board of Education



Ralph Porras, Superintendent
Secretary Board of Education

Exhibit B

{SR635359}5

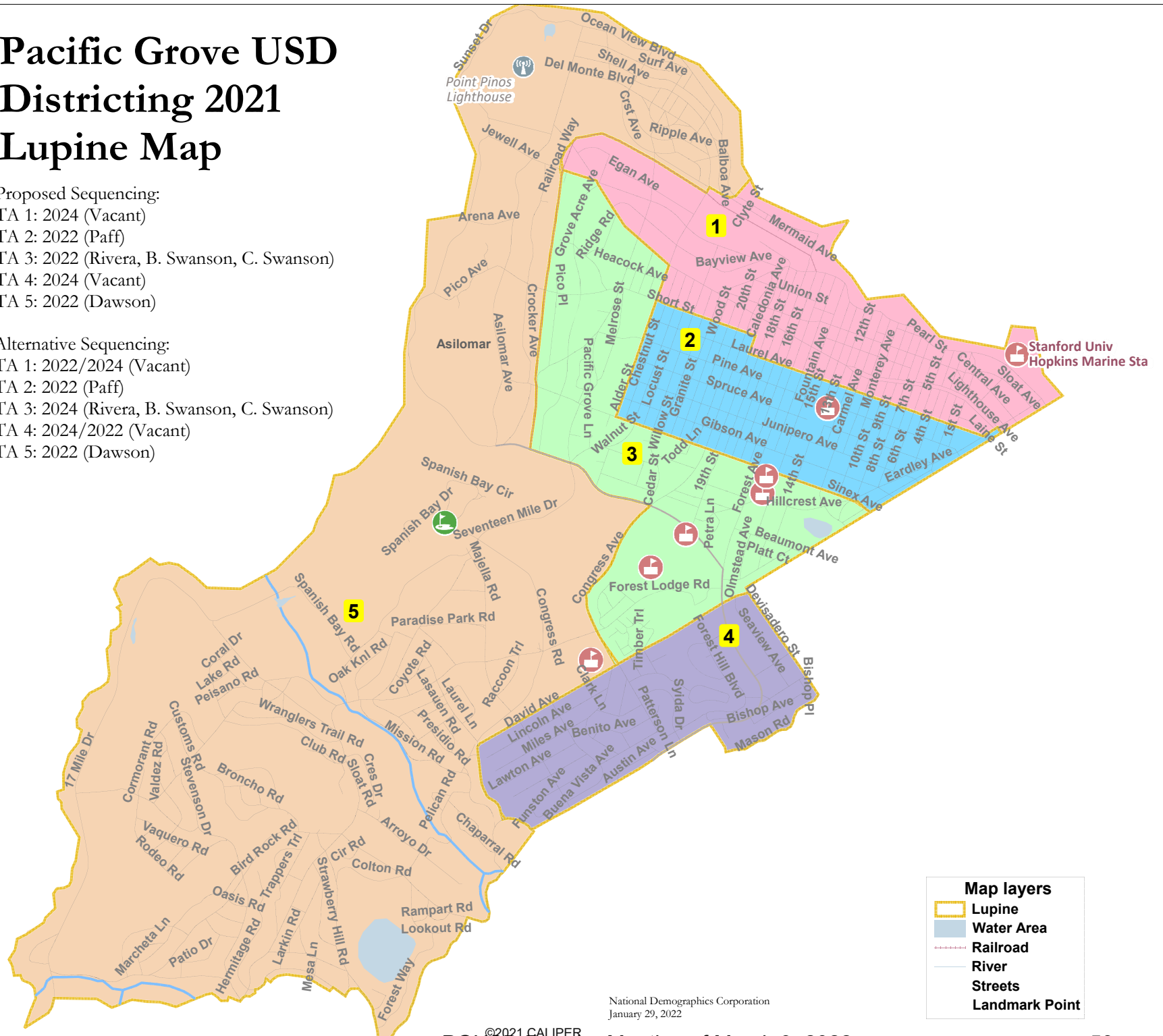
Pacific Grove USD Districting 2021 Lupine Map

Proposed Sequencing:

- TA 1: 2024 (Vacant)
- TA 2: 2022 (Paff)
- TA 3: 2022 (Rivera, B. Swanson, C. Swanson)
- TA 4: 2024 (Vacant)
- TA 5: 2022 (Dawson)

Alternative Sequencing:

- TA 1: 2022/2024 (Vacant)
- TA 2: 2022 (Paff)
- TA 3: 2024 (Rivera, B. Swanson, C. Swanson)
- TA 4: 2024/2022 (Vacant)
- TA 5: 2022 (Dawson)



Map layers

- Lupine
- Water Area
- Railroad
- River
- Streets
- L Landmark Point

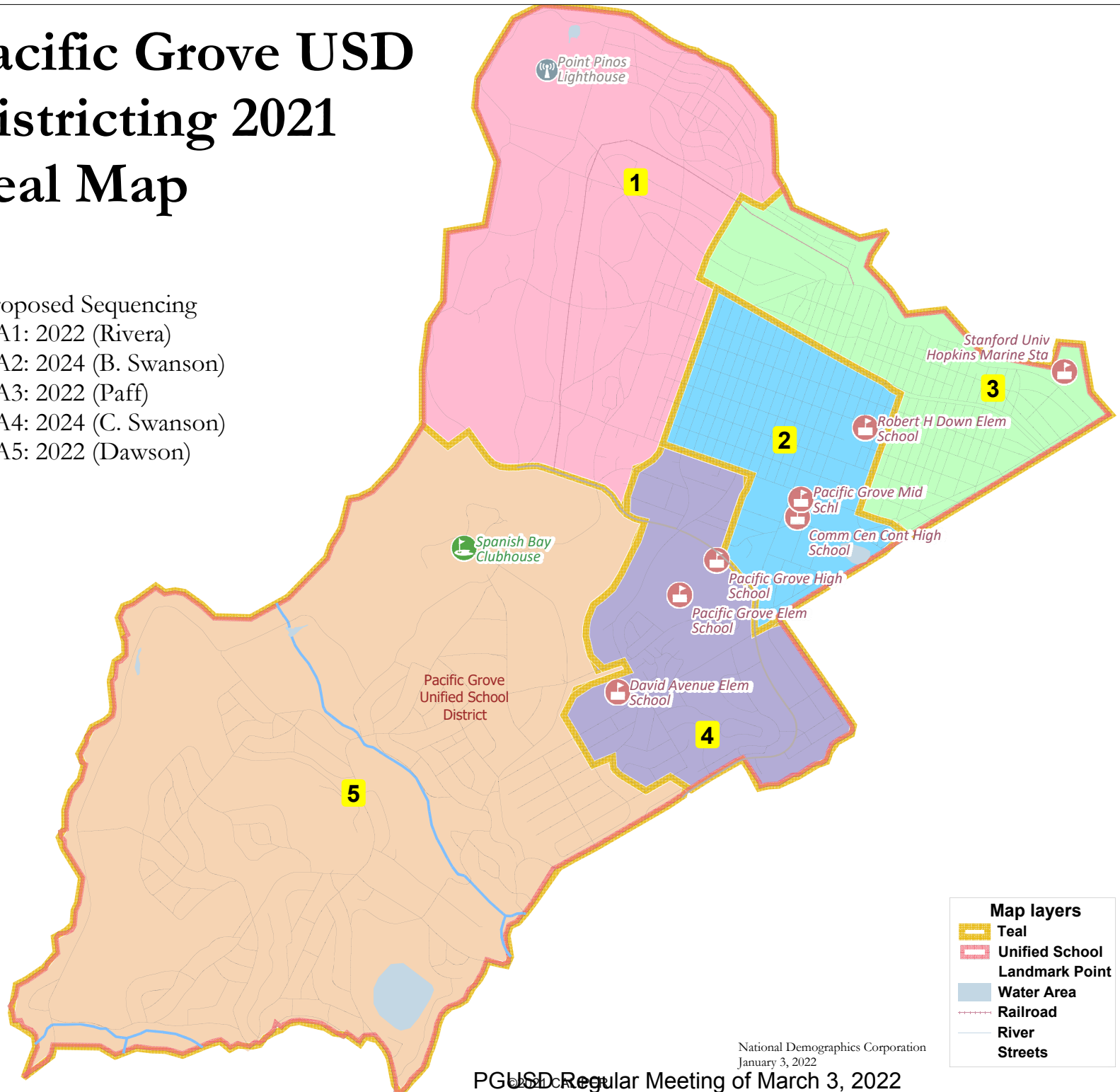
National Demographics Corporation
January 29, 2022

Pacific Grove USD - Lupine Plan							
Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	3,392	3,462	3,521	3,642	3,460	17,477
	Population Deviation	-103	-33	26	147	-35	250
	Pct. Deviation	-2.95%	-0.94%	0.74%	4.21%	-1.00%	7.15%
Total Pop.	Hispanic/Latino	12%	13%	13%	20%	8%	13%
	NH White	76%	74%	72%	60%	79%	72%
	NH Black	2%	1%	2%	2%	1%	2%
	NH Asian/Pac.Isl.	9%	10%	11%	14%	10%	11%
	NH Native Amer.	1%	1%	1%	2%	2%	1%
Citizen Voting Age Pop	Total	2,847	2,881	2,547	2,960	2,973	14,208
	Hisp	5%	8%	9%	14%	7%	9%
	NH White	85%	84%	81%	77%	82%	82%
	NH Black	3%	2%	1%	1%	2%	2%
	Asian/Pac.Isl.	6%	5%	8%	8%	9%	7%
	Native Amer.	1%	3%	0%	1%	1%	1%
Voter Registration (Nov 2020)	Total	2,428	2,571	2,339	2,379	3,029	12,746
	Latino est.	7%	7%	7%	12%	4%	7%
	Spanish-Surnamed	7%	7%	7%	11%	4%	7%
	Asian-Surnamed	2%	2%	3%	4%	3%	3%
	Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	NH White est.	86%	86%	88%	84%	82%	85%
	NH Black	2%	1%	1%	1%	1%	1%
Voter Turnout (Nov 2020)	Total	2,169	2,314	2,085	2,074	2,746	11,388
	Latino est.	7%	7%	6%	11%	4%	7%
	Spanish-Surnamed	7%	7%	6%	11%	4%	7%
	Asian-Surnamed	2%	2%	3%	4%	3%	3%
	Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	NH White est.	86%	86%	88%	84%	82%	85%
NH Black	2%	1%	1%	1%	1%	1%	
Voter Turnout (Nov 2018)	Total	1,734	1,897	1,682	1,580	2,296	9,189
	Latino est.	5%	6%	6%	10%	3%	6%
	Spanish-Surnamed	5%	6%	6%	9%	3%	6%
	Asian-Surnamed	2%	2%	3%	3%	3%	2%
	Filipino-Surnamed	1%	1%	1%	1%	0%	1%
	NH White est.	89%	88%	88%	85%	84%	87%
NH Black est.	2%	1%	1%	0%	2%	1%	
Age	age0-19	15%	20%	22%	24%	17%	20%
	age20-60	43%	47%	42%	48%	36%	44%
	age60plus	42%	33%	36%	28%	47%	37%
Immigration	immigrants	10%	9%	10%	16%	14%	12%
	naturalized	58%	68%	73%	77%	71%	70%
Language spoken at home	english	88%	89%	86%	76%	80%	84%
	spanish	3%	2%	4%	10%	6%	5%
	asian-lang	4%	2%	4%	2%	10%	4%
	other lang	4%	8%	6%	11%	4%	7%
Language Fluency	Speaks Eng. "Less than Very Well"	3%	3%	3%	5%	6%	4%
Education (among those age 25+)	hs-grad	29%	29%	31%	42%	32%	33%
	bachelor	28%	31%	29%	23%	33%	29%
	graduatedegree	32%	29%	27%	17%	26%	26%
Child in Household	child-under18	14%	22%	25%	27%	18%	21%
Pct of Pop. Age 16+	employed	57%	61%	54%	66%	48%	57%
Household Income	income 0-25k	15%	10%	12%	9%	10%	11%
	income 25-50k	15%	13%	12%	14%	11%	13%
	income 50-75k	18%	16%	15%	15%	14%	16%
	income 75-200k	40%	48%	47%	48%	41%	45%
	income 200k-plus	12%	12%	14%	13%	23%	15%
Housing Stats	single family	68%	71%	69%	65%	88%	73%
	multi-family	32%	29%	31%	35%	12%	27%
	rented	57%	56%	47%	54%	27%	48%
	owned	43%	44%	53%	46%	73%	52%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

Pacific Grove USD Districting 2021 Teal Map

Proposed Sequencing
 TA1: 2022 (Rivera)
 TA2: 2024 (B. Swanson)
 TA3: 2022 (Paff)
 TA4: 2024 (C. Swanson)
 TA5: 2022 (Dawson)



Map layers

- Teal
- Unified School
- Landmark Point
- Water Area
- Railroad
- River
- Streets

National Demographics Corporation
 January 3, 2022

Pacific Grove USD - Teal Plan							
Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	3,467	3,402	3,497	3,574	3,537	17,477
	Population Deviation	-28	-93	2	79	42	172
	Pct. Deviation	-0.80%	-2.66%	0.06%	2.26%	1.20%	4.92%
Total Pop.	Hispanic/Latino	13%	13%	12%	20%	8%	13%
	NH White	73%	74%	75%	61%	77%	72%
	NH Black	1%	1%	2%	3%	1%	2%
	NH Asian/Pac.Isl.	10%	10%	8%	14%	12%	11%
	NH Native Amer.	2%	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	2,624	2,737	2,922	2,787	3,138	14,208
	Hisp	6%	8%	6%	17%	5%	9%
	NH White	84%	85%	85%	73%	83%	82%
	NH Black	1%	2%	3%	2%	1%	2%
	Asian/Pac.Isl.	8%	5%	6%	7%	10%	7%
	Native Amer.	1%	2%	2%	1%	1%	1%
Voter Registration (Nov 2020)	Total	2,518	2,488	2,627	2,276	2,837	12,746
	Latino est.	7%	6%	8%	11%	6%	7%
	Spanish-Surnamed	7%	6%	8%	11%	5%	7%
	Asian-Surnamed	2%	3%	2%	4%	4%	3%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	81%	89%	85%	83%	87%	85%
	NH Black	1%	1%	2%	2%	1%	1%
Voter Turnout (Nov 2020)	Total	2,272	2,232	2,350	1,976	2,558	11,388
	Latino est.	7%	6%	7%	10%	5%	7%
	Spanish-Surnamed	6%	6%	7%	9%	5%	7%
	Asian-Surnamed	2%	3%	2%	4%	4%	3%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	81%	89%	85%	83%	87%	85%
NH Black	1%	1%	2%	2%	1%	1%	
Voter Turnout (Nov 2018)	Total	1,866	1,861	1,857	1,471	2,134	9,189
	Latino est.	6%	5%	6%	8%	5%	6%
	Spanish-Surnamed	6%	5%	6%	8%	5%	6%
	Asian-Surnamed	2%	2%	2%	3%	4%	2%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	82%	91%	86%	84%	89%	87%
NH Black est.	1%	1%	2%	2%	1%	1%	
Age	age0-19	20%	20%	15%	25%	17%	20%
	age20-60	43%	45%	45%	48%	37%	44%
	age60plus	37%	35%	41%	27%	46%	37%
Immigration	immigrants	11%	9%	10%	13%	16%	12%
	naturalized	59%	71%	61%	78%	76%	70%
Language spoken at home	english	82%	88%	90%	78%	81%	84%
	spanish	4%	3%	3%	11%	5%	5%
	asian-lang	6%	2%	3%	4%	7%	4%
	other lang	8%	7%	5%	8%	7%	7%
Language Fluency	Speaks Eng. "Less than Very Well"	4%	3%	3%	5%	6%	4%
Education (among those age 25+)	hs-grad	29%	29%	29%	42%	34%	33%
	bachelor	34%	30%	28%	20%	32%	29%
	graduatedegree	26%	30%	32%	20%	24%	26%
Child in Household	child-under18	22%	22%	14%	30%	18%	21%
Pct of Pop. Age 16+	employed	55%	59%	59%	63%	51%	57%
Household Income	income 0-25k	15%	11%	14%	10%	7%	11%
	income 25-50k	15%	13%	14%	13%	11%	13%
	income 50-75k	16%	16%	18%	16%	13%	16%
	income 75-200k	44%	48%	41%	47%	43%	45%
	income 200k-plus	11%	13%	12%	13%	25%	15%
Housing Stats	single family	66%	70%	69%	63%	94%	73%
	multi-family	34%	30%	31%	37%	6%	27%
	rented	52%	55%	57%	57%	21%	48%
	owned	48%	45%	43%	43%	79%	52%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

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

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

SUBJECT: District Update on Response to COVID-19

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board receive information regarding District response to COVID-19, and provide direction to Administration.

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

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

Consent
X Action/Discussion
Information/Discussion
Public Hearing

SUBJECT: Resolution 1082 Authorizing the Use of Remote Teleconferencing Provisions
(AB361)

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

(Ralph Gómez Porras, Superintendent) At Board request, the administration recommends that the Board adopt Resolution to allow for the Board to continue conducting remote virtual meetings during a state of emergency without the need to comply with all Brown Act's teleconferencing prerequisites, provided certain requirements are met.

BACKGROUND/INFORMATION:

In response to the COVID-19 Pandemic, Governor Newsom signed AB 361 into law, permitting public agencies to continue conducting meetings remotely in the following circumstances:

A. There is a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or

B. There is a proclaimed state of emergency, and the local agency's meeting is for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or

C. There is a proclaimed state of emergency, and the local agency has determined, by majority vote, that as a result of the emergency meeting in person would present an imminent risk to the health or safety of attendees.

The PGUSD Governing Board will consider adopting Resolution 1082, to make a finding that the current circumstances meet the requirements of AB 361 and Government Code section 54953 for the Board to conduct meetings remotely.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1082 AUTHORIZING USE OF REMOTE
TELECONFERENCING PROVISIONS (AB 361)**

WHEREAS, the Governing Board of the Pacific Grove Unified School District (“Governing Board”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the Governing Board recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the Governing Board to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the Governing Board to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

WHEREAS, the Governing Board hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

WHEREAS, the Governing Board is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the Governing Board has determined that given the state of emergency, holding in-person meetings would present imminent risks to the health or safety of attendees.

BE IT FURTHER RESOLVED, that the actions taken by the Governing Board through this Resolution may be applied to all District committees governed by the Brown Act unless otherwise desired by that committee.

BE IT FURTHER RESOLVED, the Governing Board authorizes the Superintendent or their designee(s) to take all actions necessary to conduct Governing Board meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution, after which the Governing Board will reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Pacific Grove Unified District Governing Board on this 3rd day of March 2022, by the following vote:

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

Clerk of the Board: _____

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

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

SUBJECT: Adoption of Resolution No. 1086 – Issuance of a Tax and Revenue Anticipation Note (TRAN) Not To Exceed \$7,500,000

DATE: March 3, 2022

PERSON RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve Resolution No. 1086 for participation in the California School Board Association (CSBA) Cash Reserve Program for the 2022-23 Tax and Revenue Anticipation Note (TRAN) for an amount not-to-exceed \$7,500,000.

BACKGROUND:

The District relies on property tax revenues to fund most of its unrestricted General Fund programs. Since the majority of these revenues are received during the months of December and April, the District has a need to access cash for short periods of time, usually during the months of September through November.

INFORMATION:

For the past 25 years, the District has participated in the California School Boards Association (CSBA) Cash Reserve Program. The program requires that the District issue a Tax and Revenue Anticipation Note. These notes have a one-year maturity length and are purchased by investors interested in municipal bond investments. The District is allowed to draw on the account at any time during the fiscal year as long as the borrowed funds are paid back by the end of the year.

Adoption of this resolution does not obligate the District to participate in the program, and we may withdraw without penalty at any time.

FISCAL IMPACT:

Without the TRAN, the District could have an estimated \$5-6 million cash flow shortfall between September and November. Depending on the spread between the cost of the issuance and the reinvestment rate, the District could either realize a small amount of net interest income, or a small amount of net interest expense. The related costs are:

- Estimated interest cost \$60,000
- Underwriter’s discount \$4,800
- Program fees & expenses \$2,400
- Financial Advisor Fees & Expenses \$9,800
- Legal counsel fees & expenses \$8,000
- Trustee fees & expenses \$900
- Ratings \$3,000

Total \$88,900

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION

NAME OF DISTRICT: PACIFIC GROVE UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF MONTEREY

MAXIMUM AMOUNT OF BORROWING: \$7,500,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2022-2023 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2022-2023 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2023 ("Fiscal Year 2022-2023") by the issuance of its 2022-2023 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2022-2023 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof),

****** If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District, having fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;^{**} and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2022-2023 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2022-2023 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2022-2023 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the “Program”), whereby participating school districts, community college districts and county boards of education (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes; and

*** Unless the context specifically requires otherwise, all references to “Series of Notes” herein shall be deemed to refer, to (i) the Note, if issued in one series by the District hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the District hereunder.

WHEREAS, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the “Certificate Structure”), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Sandler & Co., as underwriter for the Program (the “Underwriter”), and Dale Scott & Company, as financial advisor for the Program (the “Financial Advisor”), would form one or more pools of notes or series of certificates (the “Certificates”) of participation (the “Series of Certificates”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Trust Agreement”), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider (or credit providers) (collectively, the “Credit Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the

sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such

Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

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

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, in anticipation of the receipt by or accrual to the District during Fiscal Year 2022-2023 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District’s “2022-2023 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___” in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the “Senior Notes”); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the “Subordinate Notes”), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the “Series Principal Amount”) as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the “Maturity Date”), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the “Note Rate”).

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for

* * For purposes of this Resolution, such funds shall be referred to as the “capital fund” and “special revenue fund.”

*** A Series of Notes shall bear the “Subordinate” designation if it is a Series of Subordinate Notes.

which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2022-2023 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing

such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2022-2023 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a “Supplemental Resolution”).

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating

Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a “Rating Confirmation”). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(e) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(f) The Series of Additional Notes duly executed by the applicable Authorized Officers of the District.

(g) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby

approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2022-2023, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series

Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2022 (or the date of adoption of this Resolution if after May 1, 2022) through June 15, 2023 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and

otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool

Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument

applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to

approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2022 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2022, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2022, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2023 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-

exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each “District Certificate”)) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term “Tax-Exempt” shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2022-2023 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a “Payment Account”) by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District’s funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment

Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the “Bidding Agent”) as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a “Rating Agency”), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District’s funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with

respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer

of a Note of a Series, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(A) Subject to Section 6 hereof, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the District, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the District. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the District, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses

which may be incurred by the District and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2022-2023 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, and (ii) the District has full legal right, power and authority to issue and deliver such Series of Notes and to perform its obligations as provided herein and therein.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2022-2023 setting forth expected

revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2022-2023, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2016-2017 through Fiscal Year 2020-2021, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2021-2022 and 2022-2023, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any

pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2022 (the “Fiscal Year 2021-2022”) within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2021-2022 or Fiscal Year 2022-2023 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2022-2023.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Financial Advisor, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related

thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2022-2023 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2022-2023 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(B) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make

or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; and

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests.

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as

applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(1) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in

accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes;
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person; or

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other

material events affecting the tax status of such Series of Notes and the related Series of Certificates;

- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the District are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as

applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Electronic Signatures; DocuSign. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2022-2023 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES _

Date of
Original Issue

REGISTERED OWNER: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate		Maturity Date		
___%		_____, 20__		
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the “District”), located in the County designated above (the “County”), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20__ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* TAX AND REVENUE ANTICIPATION NOTE, SERIES _* To bear this designation if this Note is a Series of Subordinate Notes.

*** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2022-2023 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment

of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

RESOLUTION CERTIFICATE

I, Ralph Porras, Secretary of the Governing Board of Pacific Grove Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Pacific Grove Unified School District held at the regular meeting place thereof or conducted by teleconference on the __ day of _____, 2022, and entered in the minutes thereof, of which meeting all of the members of the Governing Board had due notice and at which a quorum thereof was acknowledged, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 435 Hillcrest Avenue, Pacific Grove, California, a location freely accessible to members of the public and the District’s website, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$7,500,000.

Dated: _____, 2022

Ralph Porras
Secretary of the Governing Board
of Pacific Grove Unified School District

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Pacific Grove Unified School District

By _____
Cristy Dawson
Title: Board President

[(SEAL)]

Countersigned

By _____
Ralph Porras
Title: Superintendent

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
<u>Cristy Dawson</u>	<u>Board President</u>	_____
<u>Ralph Porras</u>	<u>Superintendent / Board Secretary</u>	_____
<u>Song Chin-Bendib</u>	<u>Assistant Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

District: Pacific Grove Unified School District

Address: 435 Hillcrest Avenue

Pacific Grove, CA 93950

County: Monterey

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Pacific Grove Unified School District

By _____

Name: Song Chin-Bendib

Title: Assistant Superintendent

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

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

SUBJECT: Contract with School Site Solutions, Inc

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the consultant services agreement with School Site Solutions, Inc.

BACKGROUND:

Due to the resignation of the Director of Facilities and Transportation, the department is in critical need of direct managerial oversight. Recruitment process normally takes several weeks and that is if there is a qualified candidate to be selected for the position.

During the transition, a consultant with a comprehensive facilities background is available to step into this role bridging the transition period until a permanent director has been hired.

INFORMATION:

John Dominguez, a principal of School Site Solutions, Inc. will be stepping into the role of a substitute for the Director of Facilities and Transportation. His primary duties will include but not limited to:

- Liaison between the district, school site administrators, parents and staff, project managers and contractors
- Oversee the maintenance, operations and transportation department
- Continue the work of monitoring master timelines for the Measure D projects
- Track and review budget
- All other duties as assigned

Mr. Dominguez's hourly rate is \$110 and to be paid up to 8 hours per day. His presence while absolutely necessary, will depend on the urgency of the department's needs from day to day and at the direction of the Assistant Superintendent.

In addition to the hourly rate, the consultant will include hotel bills of up to two nights per week. No mileage or meals allowance will be included in the consultant agreement.

FISCAL IMPACT:

Cost is \$110/hour as needed. Funds to be paid out of the Routine Restricted Maintenance (RRM) account which is a subset of the General Fund.

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

CONSULTANT FULL NAME John Dominguez

TAX I.D. NUMBER* XXX-XX-_____ ← *Consultant to complete*

SITE/DEPARTMENT Maintenance & Operations and Transportation

SUBMITTED BY (Site Administrator's Name)

SIGNATURE FROM BUDGET CONTROL ADMINISTRATOR: _____

REQ (P.O.) NUMBER _____

ACCOUNT CODE _____

FUNDING SOURCE Routine Restricted Maintenance budget

AGREEMENT TOTAL AMOUNT \$ 110/ hour as needed until a permanent replacement is hired

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made as of the 4th day of March, 2022, between the Pacific Grove Unified School District ("District") and School Site Solutions/John Dominguez ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a sub of the Director of Facilities and Transportation. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity.
2. **Term.** Consultant shall commence providing services under this Agreement on March 4, 2022 and will diligently perform as required and complete performance by June 30, 2022, or as needed or until a permanent replacement is hired whichever comes first.
3. **Compensation.** District agrees to pay \$ 110/hr to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$ _____ during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

2021-22 Independent Consultant Agreement

For: (name) School site solutions/John Dominguez

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
 4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
 5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
 6. **Performance of Services.**
 - 6.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2 **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3 **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
 7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
- Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)

2021-22 Independent Consultant Agreement

For: (name) School Site Solutions/John Dominguez

9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
12. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950
ATTENTION: Song Chin Bendib,
Assistant Superintendent/CBO

Consultant

Name John Dominguez
Address: 2015 H Street
City/State/Zip: Sacramento, CA 95811
Phone: 916-257-2534
Email: _____

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

13. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
14. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
15. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
16. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
17. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
18. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
19. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

2021-22 Independent Consultant Agreement

For: (name) School site solutions/John Dominguez

20. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.

21. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: Song Chin-Bendib
 Name: (Site Administrator Name)
Assistant Superintendent
 Title: (Administrator Title)
 Date: March 3, 2022

By: School site solutions
 Name: John Dominguez
 Date: March 3, 2022

Consultant Information *(Consultant to complete):*

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

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

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



School Site Solutions, Inc.

YOUR K-12 SCHOOL SITE AND FACILITY PLANNING SPECIALISTS SINCE 2003!

School Site Solutions, Inc. is a multi-service, client-oriented school facilities consulting firm specializing in K-12 school construction.

We offer a variety of services which we have provided to more than 300 clients across the State of California, including small school districts, County Offices of Education, and charter schools. We pride ourselves in solving difficult and time-sensitive problems, project delivery and accomplishing the goals of the client.

School Site Solutions, Inc. is a knowledgeable, experienced, creative team of professionals dedicated to serving the needs of our clients and the State's school children.

School Site Solutions, Inc. offers the following services:

- Site Acquisition Oversight
- California Environmental Quality Act Compliance
- California Department of Education Site and Plan Approvals
- State School Facility Program Eligibility and Funding Applications
- Federal Funding Program Applications
- Department of Toxic Substances Control Site Clearance
- Master and Community Planning
- School Site Closures
- School Facility Legislative Advocacy
- Program and Project Management Services

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

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

SUBJECT: Summer School Principal, Salary Schedule Revision

DATE: March 3, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Management Salary Schedule revision for Summer School Principal as presented. The annual stipend is recommended to increase from \$4,000 to \$6,000 with one \$6,000 stipend for ESY (Extended School Year), and one \$6,000 stipend for Intervention General Education.

BACKGROUND:

Prior to 2019-2020, the Summer School Principal was paid on the Management Salary Schedule that included an 8-step schedule increasing incrementally each year if the same person held the position for multiple years.

In 2019-2020 the Summer School Principal was moved from salary to a stipend. The stipend the first year this went into effect was \$4,000 and basically ESY (Extended School Year) including a minor amount of Intervention.

INFORMATION:

Summer School is offered in the month of June. It is appropriate for this work to be categorized as a stipend rather than salary as it is work that is above and beyond the daily work of a district administrator. This school year we anticipate Summer School growing on the side of Intervention and the very important and continued work of addressing learning loss

FISCAL IMPACT:

\$4,000. These position/s will generally be funded through Special Education Funds and General Education Funds. This year we plan to fund through the ELO (Extended Learning Opportunity) Grant and Special Education funds.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT **REVISED**
 MANAGEMENT SALARY
 2020/2021

POSITION	WK YEAR								
High School Principal	220	157,648	161,569	165,478	169,401	173,310	177,228	181,142	186,546
Adult School Principal	220	147,593	151,258	154,924	158,584	162,251	165,915	169,576	174,634
Middle School Principal	215	146,075	149,701	153,330	156,954	160,582	164,206	167,833	172,838
Elementary Principal	215	144,838	148,449	152,032	155,627	159,285	162,818	166,552	172,168
High/ Middle Asst. Principal	210	138,893	142,338	145,783	149,234	152,681	156,125	159,568	164,324
Adult School Asst. Principal	220	137,770	141,187	144,605	148,026	151,447	153,794	158,277	162,994
Summer School Principal	24	11,407		12,043	12,302	12,569	12,833	13,094	13,456
STIPEND	24	\$4000-\$6000							
Summer School Principal ESY	24	\$4000 \$6000							
Summer School Principal Intervention									
Curriculum Sp Proj Director	220	145,459	149,067	152,677	156,292	159,903	163,514	167,118	172,103
Student Services Director	220	147,593	151,258	154,924	158,584	162,251	165,915	169,576	174,634
Director Educational Technology	215	136,251	137,627	139,018	140,423	141,841	143,273	144,720	148,431
Human Resources Director II	225	148,544	152,230	155,917	159,610	163,298	166,984	170,667	175,756
Nutrition Director	220	92,801	96,757	100,713	104,670	108,626	112,582	116,538	120,495
Technology Systems Coordinator	222		129,127	130,796	132,328	133,877	135,443	137,023	138,620
Director Facilities & Transportation	225	128,467	131,734	135,088	138,525	141,963	145,485	149,098	152,799
Adult School Program Coordinator	220	77,380	78,154	78,935	79,724	80,520	81,325	82,138	82,960
Health Allowance payment \$3000 eff. 7/12016—\$872 to each cell									

Note: In addition to other compensation each full time management employee who is enrolled in the district medical, dental and vision plans, shall have their annual compensation increased by the amount of this payment. The payment shall be made in installments over the normal monthly payroll. Eligible part-time employees shall receive a proportional share of the Health Allowance subject to enrollment in the insurance plans.

Earned doctorate stipend=3.02% of Step 1 of Assist Principal's salary

Paid ACSA Dues.eff 7/1/16 — Dir. ET add/ Dir. Ed.Inf.Tech inc. to comps to instituted the 2006-07
to be served in

"Longevity be in school year, requires years in Management capacity completion of 10 years of service 2.5% of salary (effective 7-1-2006)

completion of 12 years of service 2.5% of salary (effective 7-1-2006)

completion of 15 years of service 2.5% of salary (effective 7-1-2006)

completion of 20 years of service 2.5% of salary (effective 7-1-2006)

" Eligibility for these steps require 10 or more years of service with the Pacific Grove Unified School District

Dir Ed Tech added 2010/11 • not eligible for increase 10111

Nutrition Director added 20060007 Dir. Fac. & Trans added 101302014

Increase of 7.0% effective 7-1-2005, Increase of 6.87% effective 7-1-2006, Increase of 4.0% effective 7-1-2007

Increase of 2.0% effective 7-1-2008, increase 1.4% effective 7-1-2010, increase of 0.7% effective 7-1-2011

" Revision incorporates Adult School Administrators into the Management Salary Schedule. Previously separated as

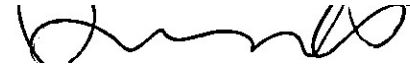
Increase of 1.45% effective 7-1-2012. Increase of 2.25% effective 7-1-2013

2013-2014 Eff July 1 , 2013 Classified Management salaries increase 7% and employees will pay their own PERS contributions.

Increase of 2.25% effective 7-1-2014, Increase 3.5% eff 7/1/15. Increase 3.5% eff. 7/12016

Add 5 days to elem prin. Rate change eff. 7-1-2015, Add 10 days to CurriSp. Proj.Dir eff.7/1/2015; 3.5% increase eff 07/01/2017; 3.2% inc eff 07/01"2018
eff 02/13/2019 add Adult School Program Coordinator 220 work days

eff 06/20/2019 for 2019/2020 remove Director of Educational and Informational Technology replace with Technology Systems Coordinator

2021 

MGT 20 21

Date

Song Chin-Bendib, Assistant Superintendent/Business Manager

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

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

SUBJECT: Board Calendar/Future Meetings

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar August – December 2021

Aug. 19	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Quarterly Measure D Project Updates ✓ Quarterly District Safety Update*	District Office/Virtual
Sept. 2	Regular Board Meeting ✓ Unaudited Actual Report ✓ Local Control Accountability Plan Review	District Office/Virtual
Sept. 16	Regular Board Meeting ✓ Williams Uniform Complaint Report ✓ Foreign Language Program ✓ Resolution Regarding Sufficiency of Instructional Materials	District Office/Virtual
Sept. 25 *Saturday	Special Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revise	District Office/Virtual
Oct. 7	Regular Board Meeting ✓ Bus Ridership ✓ Week of the School Administrator	District Office/Virtual
Oct. 21	Regular Board Meeting ✓ Quarterly District Safety Update*	District Office/Virtual
Oct. 28	Regular Board Meeting ✓ Budget Revision #1 on 2021-22 working budget (preliminary First Interim)	District Office/Virtual
Nov. 2 *Tuesday	Special Board Meeting ✓ California Voting Rights Act	District Office/Virtual
Nov. 18	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Measure D Project Updates ✓ PGHS Course Bulletin Information/Discussion ✓ Equity Plan	District Office/Virtual
Dec. 13	Special Board Meeting ✓ Public Hearing of Educators Effectiveness Block Grant	District Office/Virtual
Dec. 16	Organizational Meeting ✓ Election of 2021-22 Board President and Clerk ✓ Budget Revision #2 ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs	District Office/Virtual

*Quarterly District Safety Update

Board Meeting Calendar January-June 2022

Thursday Jan. 20	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2022-23 ✓ Property Tax Update ✓ School Accountability Report Cards
Thursday Feb. 10	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ 2020-21 Audit Report ✓ Quarterly Facilities Project Updates*
Wednesday Feb 23	<p>Special Meeting-Student Discipline/Expulsion Hearing District Office</p>
Thursday Mar. 3	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Open House Schedules Reviewed ✓ TRAN Resolution ✓ Budget Projections and Assumptions
Thursday Mar. 17	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Second Interim Report ✓ Budget Revision #3Williams/Valenzuela Uniform Complaint Report
Thursday Apr. 7	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2022-23 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update
Thursday April 21	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Begin Superintendent Evaluation
Thursday May 5	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Continue Superintendent Evaluation
Thursday May 19	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Complete Superintendent's Evaluation ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report
Thursday June 2	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ 2022-23 Budget Public Hearing ✓ LCAP Public Hearing ✓ Retiree Recognition

Thursday June 16	Regular Board Meeting ✓ 2022-23 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2022-23 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

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

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

SUBJECT: 2021-22 and 2022-23 Budget Discussion

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board begin reviewing key components or assumptions of the District Budget.

BACKGROUND:

The District Budget reflects the educational programs of the District expressed in terms of the allocation of financial resources. As such, the budget includes estimates of the amount of revenues and expenditures, both of which are affected by changes in: property taxes, enrollment, number of employees, and salaries and benefits.

INFORMATION:

This is the first step in developing a base budget for each fiscal year. Below are the fundamentals and the assumptions that applied to these fundamentals. The assumptions used will be updated as time progresses.

Detailed review of the assumptions will be presented at the Board meeting. General reviews are as follows:

- 1) General Fund
 - At First Interim, the assumptions applied for the increase of property tax receipts were 5% for 2022-23 and 3.15% for 2023-24. Given the additional receipts for this year, 2021-22, which presumably would raise the taxable base for 2022-23, we recommend that the rates be increased to 5.15%, 2022-23 and 4.15%, 2023-24.
 - Adjustments can always be made if the April's actual receipts materialize lower than projected.
- 2) CBEDS Enrollment
 - Projected enrollment based on the cohort-survival method, was presented to the Board on January 10, 2022. The estimated total is 1,824, coincidentally the same total as in 2021-22, with variation among the school sites.
- 3) Staffing
 - Presented is the 2021-22 staffing by location.

- Administrative staff continues to meet and plan for staffing allocations for 2022-23
- 4) STRS-PERS costs
 - Employer STRS rate for 2022-23 is estimated at 19.10% while Employer PERS rate at 26.10%. CalPERS has experienced an increase in its investment returns and potentially could have a lower rate than the forecast at 26.10%. However, that will not be confirmed until May.
 - 5) Health Care
 - The collective MCSIG rate increase effective January 1, 2022, is 5.63%. The rate increase is on a calendar year basis.
 - 6) Step and Column
 - As of February, the step and column for PG TA is 1.51%; CSEA 1.89%; Management .53%, and Confidential .95%
 - The rates will fluctuate slightly throughout the year due to changes in the positions
 - 7) Site Allocations
 - Due to inflationary factors, prices of goods and services have increased, staff recommends that the per pupil allocation for 2022-23 be increased by \$10, from \$140/pupil to \$150/pupil, and for Community High School from \$340/pupil to \$350/pupil. The total impact to the budget is estimated at \$2,600
 - Allocation is provided at 97% at Budget Adoption and then adjustments to reflect actual CBEDs will happen in October of each fiscal year
 - 8) Property Taxes
 - Property tax receipts deposited thus far have mostly surpassed projections. April receipts will be the last defining deposit to truly know the increase (or decrease) each year. At this point, no adjustments are made to the 2021-22 projections but recommend a higher rate of growth for 2022-23 and 2023-24.

FISCAL IMPACT:

As reported and this item is for review only.

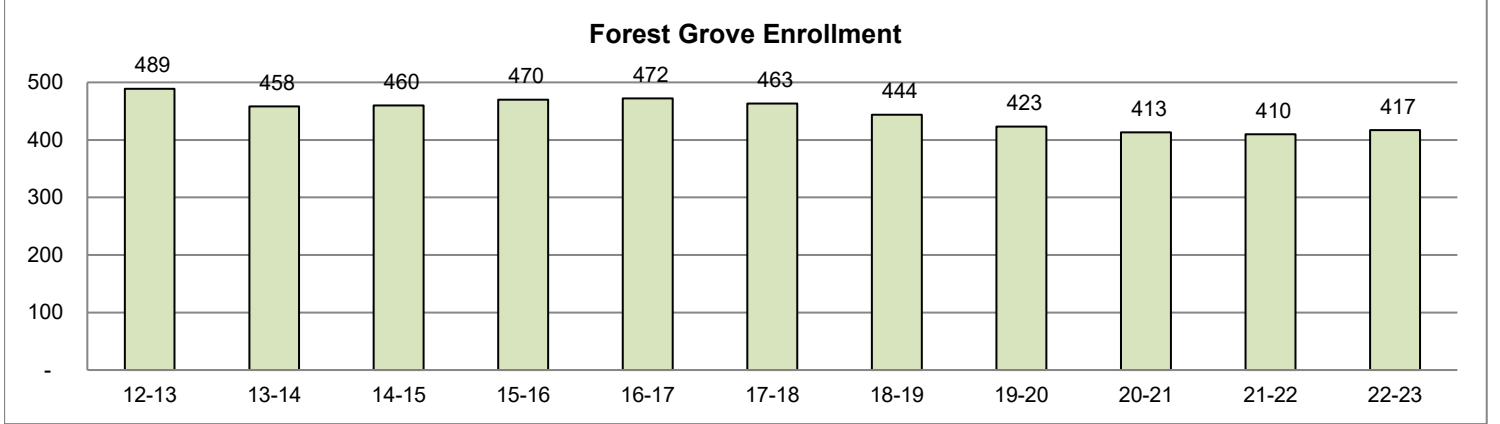
Pacific Grove Unified School District

Fund 1 - General Fund - Combined

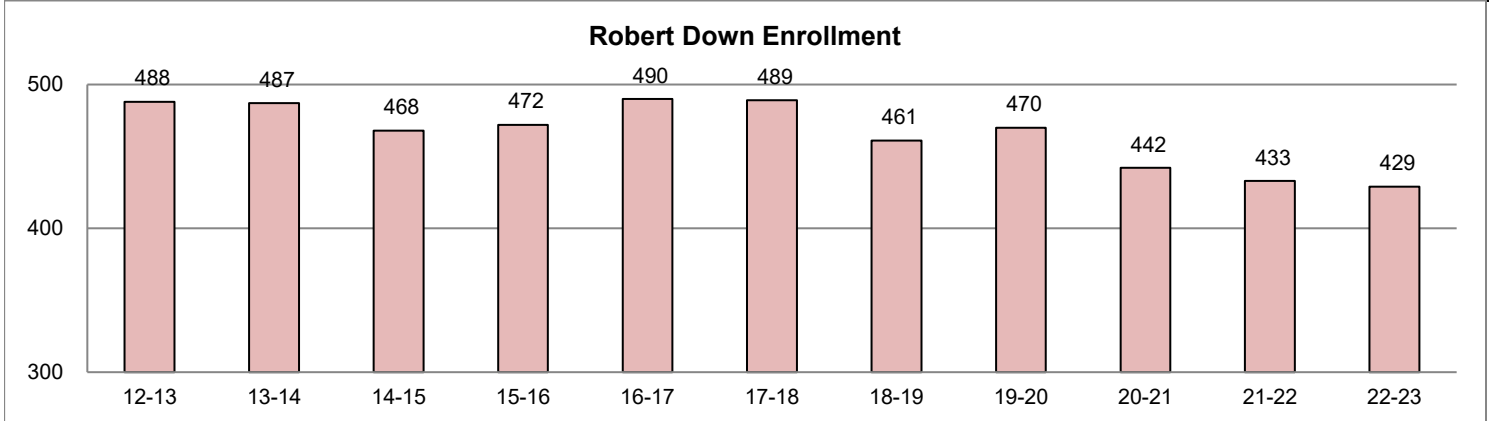
	6.52%	4.71%	6.62%	3.12%	3.12%	5.00%	3.15%
	2018-19	2019-20	2020-21	2021-22	2021-22	2022-23	2023-24
	Actuals	Actuals	Unaudited Actuals	Revised Budget	First Interim	Estimate	Estimate
Beginning Fund Balance - Rest	446,664	526,947	916,588	1,404,399	1,404,408	-	-
Beginning Fund Balance - Unrest.	4,151,404	4,169,422	4,496,234	5,435,813	5,435,815	6,445,538	7,534,627
Beginning Fund Balance	4,598,068	4,696,369	5,412,822	6,840,212	6,840,223	6,445,538	7,534,627
Revenues:							
LCFF Sources 8000	29,357,332	30,391,753	32,234,767	33,104,770	33,104,770	34,627,214	35,639,008
Federal Sources 8100	719,971	669,659	2,011,995	1,099,227	2,146,168	667,806	672,125
State Sources 8300	2,700,969	2,837,359	3,081,226	2,598,098	2,423,498	2,372,486	2,391,838
Local Sources 8600	1,721,841	1,973,552	1,719,742	1,659,691	1,834,375	1,740,929	1,740,929
Total Revenues	34,500,113	35,872,323	39,047,731	38,461,786	39,508,811	39,408,435	40,443,899
percent change	2.7%	0.5%	4.2%	2.6%	5.3%	8.4%	2.6%
Expenditures:							
Certificated Salaries 1000	17,073,639	17,045,277	18,000,573	18,386,856	18,178,695	17,911,504	18,278,875
Classified Salaries 2000	6,579,721	6,532,991	6,989,510	6,925,332	7,009,601	7,091,199	7,205,203
Employee Benefits 3000	7,068,637	7,861,659	8,174,039	8,769,779	8,650,435	9,259,875	9,386,537
Books and Supplies 4000	933,021	907,160	1,357,427	1,403,182	2,601,457	1,123,304	1,130,421
Services and Other 5000	2,435,873	2,374,406	2,390,198	3,021,113	3,331,504	2,807,497	2,891,990
Capital Outlay 6000	41,256	115,593	53,065	69,656	69,620	60,692	60,692
Other Outgo 7000	650	318,895	655,530	62,184	62,184	65,274	75,274
Total Expenditures	34,132,796	35,155,981	37,620,342	38,638,102	39,903,496	38,319,346	39,028,992
percent change	-1.6%	-1.1%	0.9%	3.7%	7.0%	7.8%	1.9%
Surplus (Deficit)	367,317	716,343	1,427,389	(176,316)	(394,685)	1,089,089	1,414,907
carryover funds			(487,811)	(824,994)	(1,027,521)		
Transfers In (Out)							
Fund 11 - Adult Education	(93,891)		(36,358)	41,910	41,910	-	
Fund 12 - Child Development		95,515	(313,544)	-	-	45,000	55,000
Fund 13 - Cafeteria	(58,105)	95,111	(277,819)	-	-	-	-
Fund 14 - Deferred Maintenance							
Fund 20 - Postemployment Ben.							
Other Sources (Uses) Bus/FD 40	(117,024)	-	-	-	-	-	-
Net Transfers In (Out)	(269,019)	190,626	(627,720)	41,910	41,910	45,000	55,000
Ending Fund Balance	4,696,366	5,412,712	6,840,211	6,663,896	6,445,538	7,534,627	8,949,535
Components of Ending Fund Balance							
a Nonspendable - Revolving Cash	5,000	5,000	5,000	5,000	5,000	5,000	5,000
b Restricted (restricted carryover)	526,947	916,588	1,404,408	579,414	376,878	376,878	376,878
c Committed / Prepaid Exp.	3,220						
d Assigned							
Prop Tax Reserve (0.50%)	132,866	139,119	148,332	152,954	152,954	160,602	165,661
Basic Aid Reserve	1,032,054	2,636,125	3,589,206	4,267,993	4,201,119	5,378,535	6,615,978
Sick Leave Incentive Reserve	70,000	70,000	70,000	70,000	70,000	70,000	70,000
Deferred Maint. & RRM Reserve	539,351	355,539	369,714	302,830	316,540	269,018	290,308
STRS/PERS Reserve 2020-21	1,057,412	235,783	124,950	126,561	125,941	125,014	254,841
C/o to FD 40; Donations	297,461						
e 3% Resv for Econ Uncertainties (3)	1,032,054	1,054,679	1,128,610	1,159,143	1,197,105	1,149,580	1,170,870
Unassigned/Unappropriated							
subtotal Unrestricted Reserves	4,161,199	4,491,246	5,430,813	6,079,482	6,063,660	7,152,749	8,567,657
Undesignated Resv Percent	12.1%	12.8%	14.4%	15.8%	15.2%	18.7%	22.0%
Ending Fund Balance	4,696,366	5,412,834	6,840,221	6,663,896	6,445,538	7,534,627	8,949,535

Enrollment - CBEDS

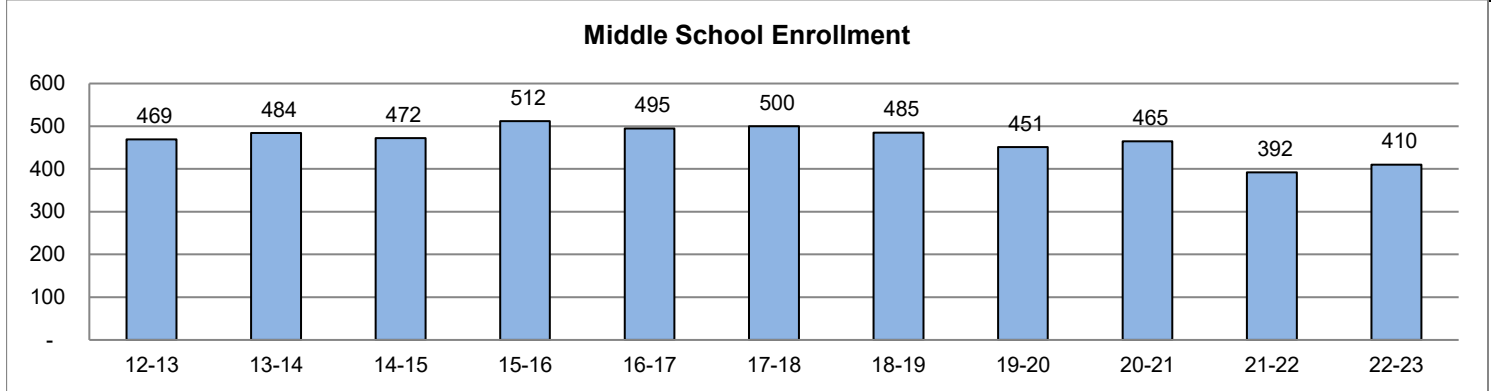
	2015-16		2016-17		2017-18		2018-19		2019-20		2020-21		2021-22		2022-23	
	actual		actual		actual		actual		actual		actual		actual		Estimate	
	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%
Forest Grove																
TK	26		28		27		26		25		17		18		22	
K	78		85		65		65		68		59		71		71	
1	82	5.1%	73	-6.4%	86	1.2%	58	-10.8%	62	-4.6%	66	-2.9%	61	3.4%	71	0.0%
2	66	3.1%	80	-2.4%	66	-9.6%	89	3.5%	60	3.4%	66	6.5%	64	-3.0%	61	0.0%
3	70	1.4%	72	9.1%	77	-3.8%	63	-4.5%	84	-5.6%	61	1.7%	58	-12.1%	64	0.0%
4	71	2.9%	68	-2.9%	76	5.6%	73	-5.2%	55	-12.7%	83	-1.2%	70	14.8%	58	0.0%
5	77	2.7%	66	-7.0%	66	-2.9%	70	-7.9%	69	-5.5%	61	10.9%	68	-18.1%	70	0.0%
Total	470		472		463		444		423		413		410		417	
change	10	2.2%	2	0.4%	(9)	-1.9%	(19)	-4.1%	(21)	-4.7%	(10)	-2.4%	(3)	-0.7%	7	1.7%



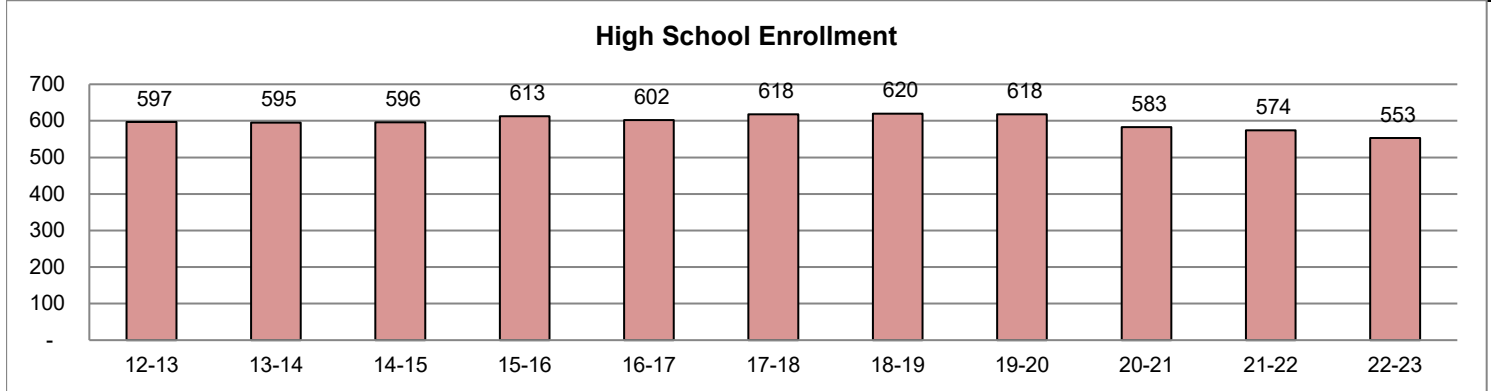
Robert Down																
K	68		87		76		81		66		61		72		72	
1	83	9.2%	78	14.7%	90	3.4%	73	-3.9%	86	6.2%	72	9.1%	62	1.6%	72	0.0%
2	79	9.7%	78	-6.0%	81	3.8%	88	-2.2%	74	1.4%	88	2.3%	70	-2.8%	62	0.0%
3	87	10.1%	73	-7.6%	76	-2.6%	76	-6.2%	92	4.5%	75	1.4%	82	-6.8%	70	0.0%
4	86	1.2%	93	6.9%	73	0.0%	79	3.9%	73	-3.9%	79	-14.1%	71	-5.3%	82	0.0%
5	69	-4.2%	81	-5.8%	93	0.0%	64	-12.3%	79	0.0%	67	-8.2%	76	-3.8%	71	0.0%
Total	472		490		489		461		470		442		433		429	
change	4	0.9%	18	3.8%	(1)	-0.2%	(28)	-5.7%	9	2.0%	(28)	-6.0%	(9)	-2.0%	(4)	-0.9%



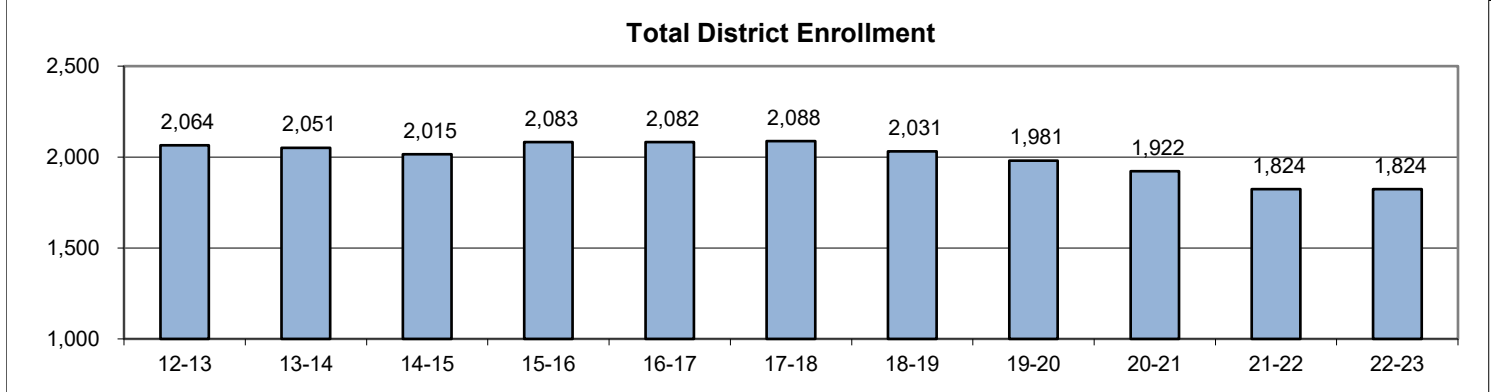
	2015-16		2016-17		2017-18		2018-19		2019-20		2020-21		2021-22		2022-23	
	actual		actual		actual		actual		actual		actual		actual		Estimate	
	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%
Middle School																
6	188	16.0%	151	3.4%	155	5.4%	174	9.4%	131	-2.2%	151	2.0%	127	-0.8%	144	0.0%
7	164	7.2%	186	-1.1%	161	6.6%	144	-7.1%	180	3.4%	133	1.5%	139	-7.9%	127	0.0%
8	160	-1.8%	158	-3.7%	184	-1.1%	167	3.7%	140	-2.8%	181	0.6%	126	-5.3%	139	0.0%
Total	512	8.5%	495	-3.3%	500	1.0%	485	-3.0%	451	-7.0%	465	3.1%	392	-15.7%	410	4.6%
change	40	8.5%	(17)	-3.3%	5	1.0%	(15)	-3.0%	(34)	-7.0%	14	3.1%	(73)	-15.7%	18	4.6%



High School																
9	164	5.1%	170	6.3%	169	7.0%	184	0.0%	168	0.6%	136	-2.9%	163	-9.9%	126	0.0%
10	155	-3.1%	152	-7.3%	170	0.0%	150	-11.2%	171	-7.1%	157	-6.5%	123	-9.6%	163	0.0%
11	147	-2.6%	138	-11.0%	144	-5.3%	148	-12.9%	138	-8.0%	154	-9.9%	141	-10.2%	123	0.0%
12	147	-2.6%	142	-3.4%	135	-2.2%	138	-4.2%	141	-4.7%	136	-1.4%	147	-4.5%	141	0.0%
Total	613		602		618		620		618		583		574		553	
change	17	2.9%	(11)	-1.8%	16	2.7%	2	0.3%	(2)	-0.3%	(35)	-5.7%	(9)	-1.5%	(21)	-3.7%



CHS	16	23	18	21	19	19	15	15
District	2,083	2,082	2,088	2,031	1,981	1,922	1,824	1,824
change	68	3.4%	(1)	0.0%	6	0.3%	(57)	-2.7%
							(50)	-2.5%
							(59)	-3.0%
							(98)	-5.1%
							-	0.0%



Staffing by Location - 2021-22

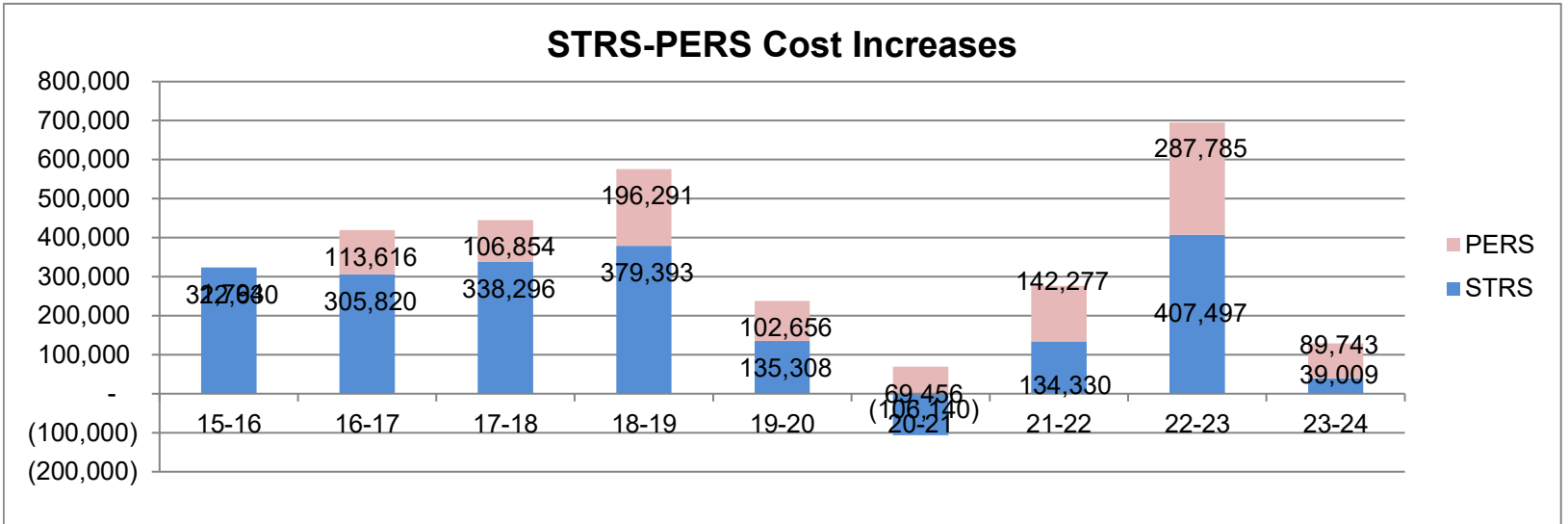
Positions	Forest Grove	Robert Down	Middle School	High School	Comm High	Adult Ed	David Ave	M&O Transp	Spec Ed	Food Serv	District Office	Total Staffing
Account Clerk I				0.50								0.50
Admin Secretary I											2.00	2.00
Admin Specialist											2.00	2.00
Admin Asst II-III-IV			1.00	3.50	0.63	1.00		0.75				6.88
Bus Drivers/Foreman								2.38				2.38
Campus Supervisor			0.75	1.63								2.38
Career Tech				0.75								0.75
Child care attendant	-	-				2.61						2.61
Clerk III	0.73	0.75	1.75	1.00		3.24					1.25	8.72
Computer Tech II/Info Tech	1.00	1.00	1.00	1.00		0.50						4.50
Coordinator	-					1.00					1.00	2.00
Counselor	1.00	1.00	1.00	3.00								6.00
Custodian I-II	2.00	3.00	3.00	4.50	0.50	2.00						15.00
Director I								1.00	1.00	1.00	2.20	5.20
Director II											1.00	1.00
Fiscal Officer											1.00	1.00
Food Service I-II-III										4.38		4.38
Grounds								2.00				2.00
Health Care/Nurse	0.75	0.75	0.75								1.00	3.25
Inst Assistant II	2.15	1.25	3.00	3.81								10.21
Inst Assistant (SIP/PE)	4.19	2.90	1.38	0.84			0.75					10.05
Inst Assistant I	1.18	1.16		-		6.25						8.59
Library Tech I				0.25								0.25
Library Tech II	0.75	0.75	0.75									2.25
Library Tech III				0.25								0.25
Librarian				1.00								1.00
Lunch Noon Duty	1.13	0.88	0.13									2.13
Maintenance II								3.00				3.00
Maintenance III												-
Maintenance Utility								2.37				2.37
Office Manager	1.00	1.00										2.00
OT-Occupational Therapist	0.80	0.80										1.60
Paraprofessional	5.65	3.31	4.88	4.06		2.11	0.74					20.75
Payroll/Benefits											1.00	1.00
Personnel Spec/Tech											1.88	1.88
Preschool Teacher							2.00					2.00
Principal Asst			1.00	1.00								2.00
Principal	1.00	1.00	1.00	0.80	0.20	0.80						4.80
Psychologist	0.60		1.00	1.00								2.60
Program Specialist												-
Rec Attendant	1.54	1.78										3.32
Rec Coordinator/Lead	1.00	1.00										2.00
Speech Teacher	1.00	1.00	0.80						1.00			3.80
Supt/Asst Supt											2.00	2.00
Teachers (& L/T subs)	30.00	27.90	28.20	36.80	2.00	11.16					1.20	137.26
Staffing - 2021-22	57.47	51.21	51.38	65.69	3.33	30.67	3.49	11.50	2.00	5.38	17.53	299.63
Staffing - 2020-21	56.75	49.21	50.56	62.88	3.33	29.26	3.49	10.25	3.20	5.38	15.83	290.14
Staffing - 2019-20	56.89	49.80	50.56	61.24	3.33	35.43	4.08	11.50	-	5.38	19.03	297.24
Staffing - 2018-19	57.01	50.33	50.79	59.75	2.83	47.47	8.03	12.19	3.20	5.31	17.58	314.49

STRS-PERS Cost Increases

STRS	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Old Rate	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%
Cert Payroll Cost	14,068,329 1,160,637	15,120,421 1,247,435	16,068,126 1,325,620	17,090,953 1,410,004	17,036,292 1,405,494	17,741,410 1,463,666	17,715,125 1,461,498	17,911,504 1,477,699	18,271,032 1,507,360
New Rate	10.73%	12.58%	14.43%	16.28%	17.10%	16.15%	16.92%	19.10%	19.10%
Cert Payroll Cost	14,068,329 1,509,532	15,120,421 1,902,149	16,068,126 2,318,631	17,090,953 2,782,407	17,036,292 2,913,206	17,741,410 2,865,238	17,715,125 2,997,399	17,911,504 3,421,097	18,271,032 3,489,767
Addtl Cost	348,895	654,714	993,010	1,372,404	1,507,712	1,401,571	1,535,901	1,943,398	1,982,407
compared to old rate									
Addtl Cost	322,630	305,820	338,296	379,393	135,308	(106,140)	134,330	407,497	39,009
compared to prior year									

PERS	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Old Rate	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%
Class Payroll Cost	5,060,143 578,982	5,478,317 626,829	5,892,951 674,271	6,605,049 755,750	6,521,442 746,183	6,582,045 753,118	6,554,260 749,938	7,091,199 811,375	7,211,466 825,136
New Rate	11.85%	13.89%	15.53%	18.062%	19.721%	20.700%	22.910%	26.100%	27.100%
Class Payroll Cost	5,060,143 599,475	5,478,317 760,938	5,892,951 915,234	6,605,049 1,193,004	6,521,442 1,286,094	6,582,045 1,362,483	6,554,260 1,501,581	7,091,199 1,850,803	7,211,466 1,954,307
(these rates were adopted by Cal-PERS on 4-17-18)									
Addtl Cost	20,494	134,109	240,963	437,254	539,910	609,366	751,643	1,039,428	1,129,171
compared to old rate									
Addtl Cost	1,794	113,616	106,854	196,291	102,656	69,456	142,277	287,785	89,743
compared to prior year									

STRS-PERS	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Combined	369,388	788,823	1,233,973	1,809,658	2,047,622	2,010,937	2,287,544	2,982,826	3,111,578
Compared to old rate									
Combined	324,423	419,435	445,150	575,685	237,964	(36,685)	276,607	695,282	128,752
compared to prior year									

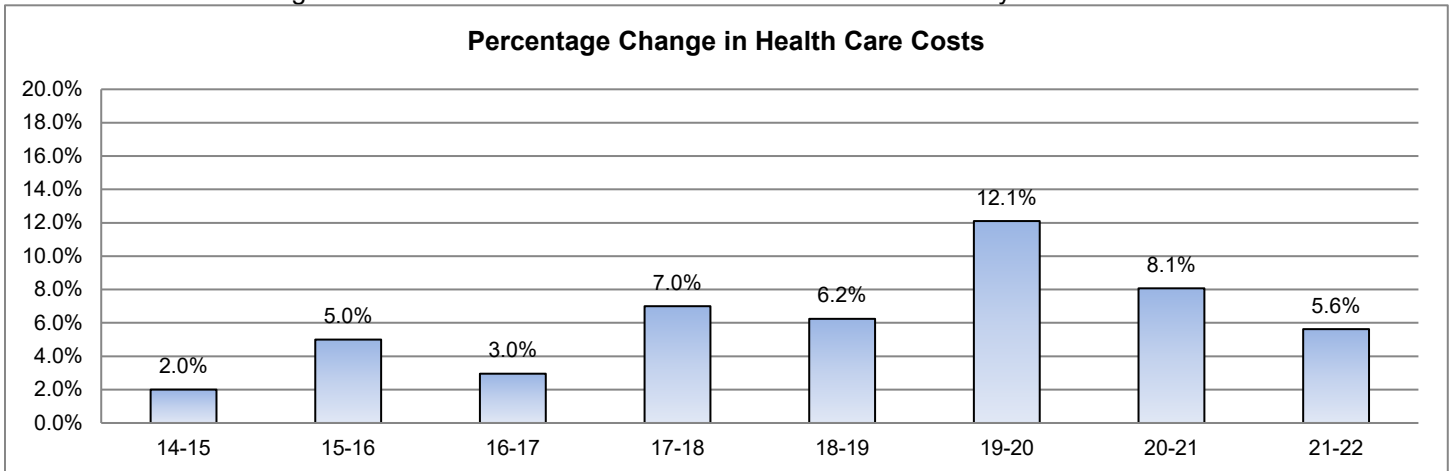


Pacific Grove Unified School District

Health Care Plans

	2014-15	2015-16	2017 Cal	2018 Cal	2019 Cal	2020 Cal	2021 Cal	2022 Cal
	actual	actual	actual	actual	actual	actual	actual	actual
\$20 Single	960.52	1,008.55	1,038.00	1,131.00	1,201.00	1,465.00	N/A	N/A
	Emp + 1	1,917.44	2,013.31	2,073.00	2,260.00	2,400.00	2,927.00	N/A
	Family	2,491.59	2,616.17	2,694.00	2,936.00	3,118.00	3,802.00	N/A
\$25 Single	692.87	727.51	749.00	801.00	851.00	954.00	1,031.00	1,089.00
Emp + 1	1,381.83	1,450.93	1,494.00	1,599.00	1,698.00	1,904.00	2,057.00	2,172.00
Family	1,795.20	1,884.96	1,941.00	2,077.00	2,206.00	2,473.00	2,672.00	2,821.00
\$30 Single	658.23	691.14	711.00	761.00	808.00	866.00	936.00	988.00
	Emp + 1	1,312.74	1,378.38	1,419.00	1,518.00	1,612.00	1,728.00	1,867.00
	Family	1,705.44	1,790.71	1,844.00	1,973.00	2,095.00	2,245.00	2,426.00
\$35 Single	640.91	672.95	693.00	742.00	755.00	884.00	N/A	N/A
	Emp + 1	1,278.20	1,342.11	1,382.00	1,479.00	1,571.00	1,761.00	N/A
	Family	1,660.56	1,743.59	1,795.00	1,921.00	2,040.00	2,287.00	N/A
\$40 Single	623.58	654.76	674.00	721.00	766.00	821.00	887.00	936.00
	Emp + 1	1,243.66	1,305.84	1,345.00	1,439.00	1,528.00	1,638.00	1,770.00
	Family	1,615.68	1,696.46	1,747.00	1,869.00	1,985.00	2,127.00	2,298.00
\$50 Single	585.14	614.40	632.00	676.00	718.00	770.00	832.00	878.00
	Emp + 1	1,166.99	1,225.34	1,262.00	1,350.00	1,434.00	1,537.00	1,661.00
	Family	1,516.09	1,591.89	1,639.00	1,754.00	1,863.00	1,997.00	2,158.00
\$60 Single	525.20	551.46	568.00	608.00	646.00	693.00	749.00	791.00
	Emp + 1	1,047.43	1,099.80	1,132.00	1,211.00	1,286.00	1,378.00	1,489.00
	Family	1,360.76	1,428.80	1,471.00	1,574.00	1,672.00	1,792.00	1,936.00
EPO Single	460.64	484.88	499.00	544.00	578.00	620.00	670.00	707.00
	Emp + 1	918.34	966.67	995.00	1,085.00	1,152.00	1,235.00	1,334.00
	Family	1,192.95	1,255.74	1,293.00	1,409.00	1,496.00	1,603.00	1,732.00
Percent Change	2.00%	5.00%	2.95%	7.00%	6.24%	12.10%	8.07%	5.63%
Dental No Ortho								
Single	62.00	62.00	62.00	59.00	59.00	59.00	59.00	59.00
Emp + 1	113.00	113.00	113.00	107.00	107.00	107.00	107.00	107.00
Family	185.00	185.00	185.00	176.00	176.00	176.00	176.00	176.00
Vision								
Single	12.33	12.33	12.33	12.00	12.00	12.00	12.00	12.00
Emp + 1	20.62	20.62	20.62	20.00	20.00	20.00	20.00	20.00
Family	36.99	36.99	36.99	35.00	35.00	35.00	35.00	35.00

note: MCSIG rate changes are announced in October and become effective January 1. Includes life insurance

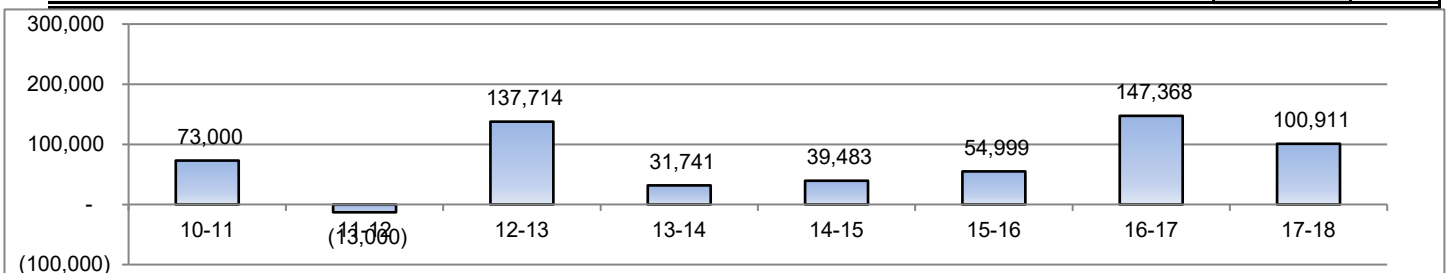


Step and Column 21-22 to 22-23

	Employee	2021-22				2022-23				Increase	%
		C	S	FTE	Salary	C	S	FTE	Salary		
1		VI	31	1.00	129,164	VI	32	1.00	129,164	-	0.0%
2		VI	15	1.00	114,062	VI	16	1.00	114,062	-	0.0%
3		VI	3	1.00	81,466	IV	4	1.00	84,564	3,098	3.8%
4		IV	15	1.00	98,102	IV	16	1.00	98,102	-	0.0%
5		VI	13	1.00	114,062	VI	14	1.00	114,062	-	0.0%
6		C	10	1.00	60,099	C	10	1.00	60,099	-	0.0%
7		IV	21	1.00	117,874	VI	22	1.00	121,685	3,811	3.2%
8		VI	14	1.00	112,492	VI	15	1.00	114,062	1,570	1.4%
9		VI	8	1.00	96,957	VI	9	1.00	100,054	3,097	3.2%
10		VI	4	1.00	84,564	VI	5	1.00	87,663	3,099	3.7%
11		IV	9	1.00	91,765	IV	10	1.00	95,680	3,915	4.3%
12		VI	13	1.00	114,062	VI	14	1.00	114,062	-	0.0%
13		II	3	0.40	27,646	II	4	0.40	28,296	651	2.4%
14		IV	7	1.00	94,039	IV	8	1.00	96,592	2,553	2.7%
15		VI	14	0.50	57,031	VI	15	0.50	57,031	-	0.0%
16		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%
17		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%
18		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%
19		VI	5	1.00	87,663	V	6	1.00	90,760	3,097	3.5%
20		VI	25	1.00	125,635	VI	26	1.00	125,635	-	0.0%
21		VI	27	1.00	129,164	VI	28	1.00	129,164	-	0.0%
22		V	12	1.00	106,289	V	13	1.00	109,138	2,849	2.7%
23		V	13	1.00	109,138	V	14	1.00	109,138	-	0.0%
24		VI	6	0.60	54,456	VI	7	0.60	56,315	1,859	3.4%
25		V	8	1.00	93,755	V	9	1.00	96,485	2,730	2.9%
26		III	1	1.00	69,939	III	2	1.00	71,934	1,995	2.9%
27		VI	13	1.00	114,062	VI	14	1.00	114,062	-	0.0%
28		IV	8	0.20	17,881	IV	9	0.20	18,353	472	2.6%
29		II	9	1.20	94,649	II	10	1.20	95,554	905	1.0%
30		IV	2	1.00	75,229	II	3	1.20	77,590	2,361	3.1%
31		VI	14	1.00	114,062	VI	15	1.00	114,062	-	0.0%
32		V	8	1.00	93,755	III	9	1.00	96,485	2,730	2.9%
33		VI	26	1.00	125,635	VI	27	1.00	129,164	3,529	2.8%
34		V	7	1.00	91,023	V	8	1.00	93,755	2,732	3.0%
35		VI	10	1.00	104,432	IV	11	1.00	107,570	3,138	3.0%
36		VI	17	0.80	94,299	VI	18	0.80	94,299	(0)	0.0%
37		VI	7	1.00	93,858	VI	8	1.00	96,957	3,099	3.3%
38		VI	16	1.00	123,233	VI	17	1.00	127,353	4,120	3.3%
39		VI	17	1.00	117,874	VI	18	1.00	117,874	-	0.0%
40		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%
41		VI	18	1.00	117,874	VI	19	1.00	117,874	-	0.0%
42		IV	13	1.00	114,062	IV	14	1.00	114,062	-	0.0%
43		VI	15	1.00	114,062	VI	16	1.00	114,062	-	0.0%
44		VI	14	0.60	68,437	VI	15	0.60	68,437	-	0.0%
45		V	7	1.00	91,023	V	8	1.00	93,755	2,732	3.0%
46		VI	20	0.80	94,299	VI	21	0.80	94,299	-	0.0%
47		VI	33	1.00	129,164	VI	34	1.00	129,164	-	0.0%
48		VI	28	1.00	129,164	VI	29	1.00	129,164	-	0.0%
49		VI	33	1.00	129,164	VI	34	1.00	129,164	-	0.0%

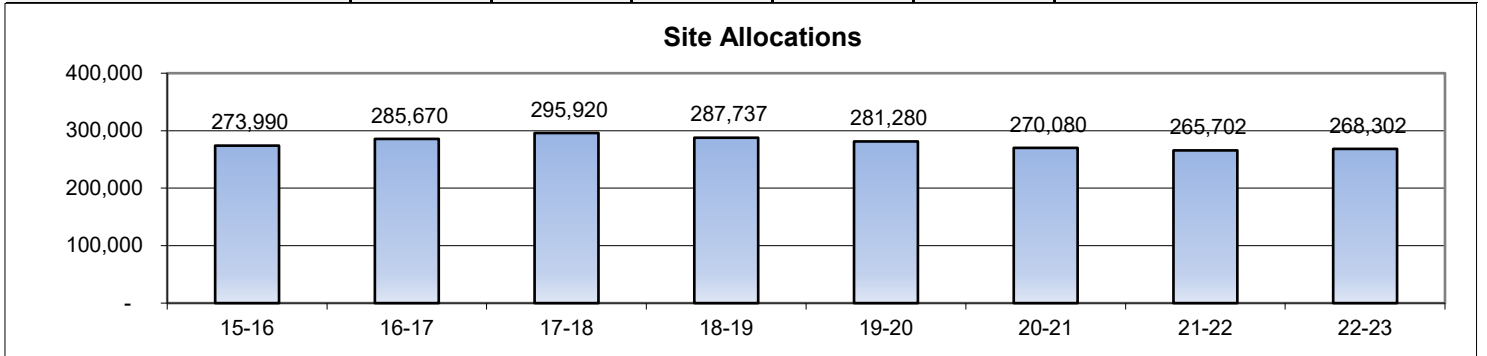
	Employee	2021-22				2022-23				Increase	%
		C	S	FTE	Salary	C	S	FTE	Salary		
52		VI	13	1.00	114,062	VI	14	1.00	114,062	-	0.0%
53		VI	37	1.00	129,164	VI	38	1.00	129,164	-	0.0%
54		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%
55		VI	13	1.00	114,062	VI	14	1.00	114,062	-	0.0%
56		V	3	1.00	80,103	V	4	1.00	82,833	2,730	3.4%
57		VI	11	0.60	64,542	VI	12	0.60	66,577	2,035	3.2%
58		VI	17	1.00	117,874	VI	18	1.00	117,874	-	0.0%
59		VI	14	1.00	114,062	VI	13	1.00	114,062	-	0.0%
60		VI	22	1.00	121,685	VI	23	1.00	121,685	-	0.0%
61		V	20	1.00	112,772	V	21	1.00	112,772	-	0.0%
62		III	3	0.60	70,266	III	4	0.60	72,130	1,864	2.7%
63		V	4	1.00	82,833	V	5	1.00	85,563	2,730	3.3%
64		VI	28	1.00	129,164	VI	29	1.00	129,164	-	0.0%
65		III	17	1.00	138,066	III	18	1.00	138,066	-	0.0%
66		VI	17	1.00	117,874	VI	18	1.00	117,874	-	0.0%
67		V	16	1.00	109,138	V	17	1.00	112,772	3,634	3.3%
68		VI	9	1.00	100,054	VI	10	1.00	104,432	4,378	4.4%
69		VI	13	1.00	111,530	VI	14	1.00	111,530	-	0.0%
70		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%
71		VI	10	0.60	62,659	VI	11	0.60	64,542	1,883	3.0%
72		VI	13	1.00	114,062	VI	14	1.00	114,062	-	0.0%
73		VI	30	1.00	129,164	VI	31	1.00	129,164	-	0.0%
74		VI	14	1.00	114,062	VI	15	1.00	114,062	-	0.0%
75		IV	3	1.00	77,590	IV	4	1.00	79,954	2,364	3.0%
76		VI	17	1.00	117,874	VI	18	1.00	117,874	-	0.0%
77		VI	33	1.20	154,997	VI	34	1.20	154,997	-	0.0%
78		V	9	1.20	115,782	V	10	1.20	120,586	4,804	4.1%
79		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%
80		VI	25	1.00	121,685	VI	26	1.00	125,635	3,950	3.2%
81		VI	9	1.00	100,054	VI	10	1.00	104,432	4,378	4.4%
82		V	18	1.00	112,772	V	19	1.00	112,772	-	0.0%
83		VI	11	1.00	107,570	VI	12	1.00	110,962	3,392	3.2%
84		V	12	1.00	106,289	V	13	1.00	109,138	2,849	2.7%
85		V	13	0.60	65,483	V	14	0.60	65,483	-	0.0%
86		VI	33	1.00	129,164	VI	34	1.00	129,164	-	0.0%
87		VI	9	1.00	100,054	VI	8	1.00	104,432	4,378	4.4%
88		IV	8	1.00	96,957	IV	9	1.00	100,054	3,097	3.2%
89		V	23	1.00	112,772	V	24	1.00	112,772	-	0.0%
90		IV	5	1.00	82,315	IV	6	1.00	84,676	2,361	2.9%
91		VI	14	1.00	114,062	VI	15	1.00	114,062	-	0.0%
92		VI	9	1.00	108,099	VI	10	1.00	112,829	4,730	4.4%
93		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%
94		VI	15	1.00	114,062	VI	16	1.00	114,062	-	0.0%
95		VI	21	1.00	117,874	VI	22	1.00	121,685	3,811	3.2%
96		VI	20	1.00	117,874	VI	21	1.00	117,874	-	0.0%
97		IV	14	1.00	98,102	IV	15	1.00	98,102	-	0.0%
98		VI	8	1.00	96,957	VI	9	1.00	100,054	3,097	3.2%
99		IV	6	1.00	84,676	IV	7	1.00	87,041	2,365	2.8%
100		IV	20	1.00	98,102	IV	21	1.00	98,102	-	0.0%
101		VI	8	1.00	96,957	VI	9	1.00	100,054	3,097	3.2%
102		V	24	1.00	112,772	V	25	1.00	112,772	-	0.0%

	Employee	2021-22				2022-23				Increase	%	
		C	S	FTE	Salary	C	S	FTE	Salary			
103		V	16	1.00	109,138	V	17	1.00	112,772	3,634	3.3%	
104		V	11	1.00	103,557	V	12	1.00	106,289	2,732	2.6%	
105		V	15	1.00	109,138	V	16	1.00	109,138	-	0.0%	
106		VI	18	1.00	117,874	VI	19	1.00	117,874	-	0.0%	
107		VI	8	1.00	104,752	VI	9	1.00	108,099	3,347	3.2%	
108		VI	8	1.00	96,957	VI	9	1.00	100,054	3,097	3.2%	
109		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%	
110		IV	13	1.00	105,990	IV	14	1.00	105,990	-	0.0%	
111		V	9	1.00	96,485	V	10	1.00	100,488	4,003	4.1%	
112		VI	10	1.10	114,875	VI	11	1.10	118,327	3,452	3.0%	
113		VI	9	1.00	100,054	VI	10	1.10	104,432	4,378	4.4%	
114		IV	10	0.80	79,496	V	11	0.60	82,846	3,349	4.2%	
115		VI	15	1.00	114,062	VI	16	1.00	114,062	-	0.0%	
116		V	20	1.00	112,772	V	21	1.00	112,772	-	0.0%	
117		VI	21	1.20	141,449	VI	22	1.20	146,022	4,573	3.2%	
118		VI	17	1.00	117,874	VI	18	1.00	117,874	-	0.0%	
119		IV	17	1.00	98,102	IV	18	1.00	98,102	-	0.0%	
120		IV	3	1.00	77,590	IV	4	1.00	79,954	2,364	3.0%	
121		VI	23	1.00	121,685	VI	24	1.00	121,685	-	0.0%	
122		VI	16	0.80	91,250	VI	17	1.00	94,299	3,050	3.3%	
123		VI	25	1.00	129,031	VI	26	1.00	125,635	(3,396)	-2.6%	
124		V	5	1.00	85,563	V	6	1.00	88,294	2,731	3.2%	
125		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%	
126		VI	13	1.00	114,062	VI	14	1.00	114,062	-	0.0%	
127		V	12	1.00	106,289	V	13	1.00	109,138	2,849	2.7%	
128		V	13	0.80	87,310	V	14	0.80	87,310	-	0.0%	
129		VI	17	1.00	117,874	VI	18	0.80	117,874	-	0.0%	
130		VI	17	1.00	117,874	VI	18	0.80	117,874	-	0.0%	
131		V	8	1.00	93,755	V	9	1.00	96,485	2,730	2.9%	
132		VI	16	1.00	114,062	VI	17	1.00	117,874	3,812	3.3%	
133		VI	18	1.00	117,874	VI	19	1.00	117,874	-	0.0%	
134		VI	32	1.00	129,164	VI	33	1.00	129,164	-	0.0%	
135		III	17	1.00	138,066	III	18	1.00	138,066	-	0.0%	
136		VI	11	1.00	107,570	III	12	1.00	110,962	3,392	3.2%	
A	Step Changes (actual)				131.60	14,260,387	131.50	14,479,811	219,424	1.54%		
B	Column Changes (est)				2	3,800			7,600	0.05%		
Total Step and Column Costs - Gross									227,024	1.59%		
C	Retiree Name	Replacement Name	Retiree Col	Retiree Step	FTE	Salary	Replacement Col	Replacement Step	FTE	Salary	Savings	
1												
2												
3												
4												
5												
Total Retiree Savings											-	0.00%
Total Step and Column Costs - Net									227,024	1.59%		



Site Allocations

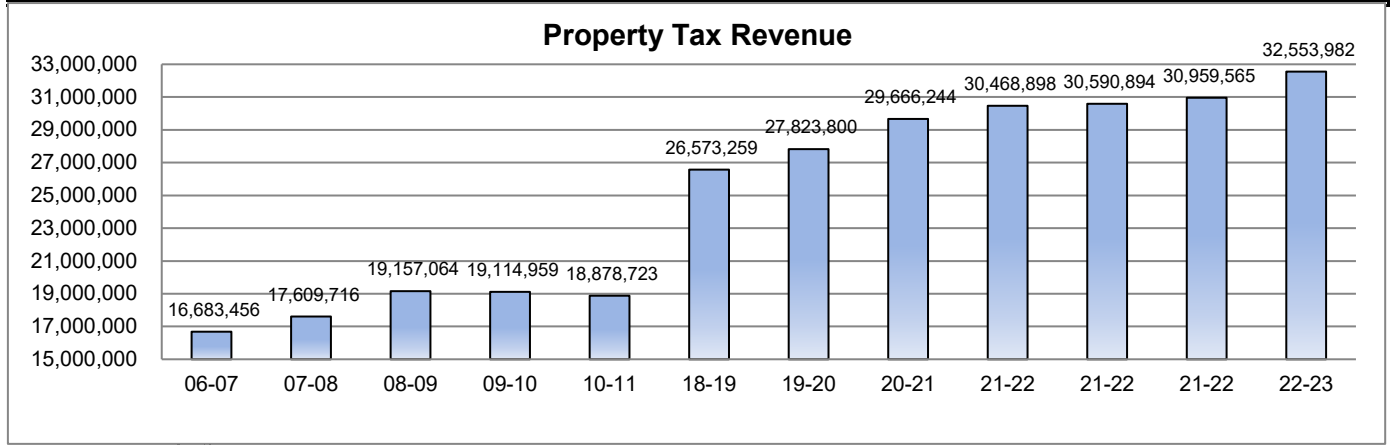
	2015-16 actual	2016-17 actual	2017-18 actual	2018-19 actual	2019-20 actual	2020-21 actual	2021-22 budget	2022-23 budget
Forest Grove								
Enrollment (97% of estimate)	428	458	449	448	437	423	415	404
Allocation per Student	\$ 130.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 150.00
Initial Allocation	\$ 55,575	\$ 61,830	\$ 62,875	\$ 62,740	\$ 61,180	\$ 59,220	\$ 58,122	\$ 60,674
Enrollment (actual CBEDS)	470	472	463	448	422	393	415	404
Final Allocation	\$ 61,100	\$ 63,720	\$ 64,820	\$ 62,740	\$ 59,080	\$ 55,020	\$ 58,122	\$ 60,674
Increase (Decrease)	\$ 5,525	\$ 1,890	\$ 1,945	\$ -	\$ (2,100)	\$ (4,200)	\$ -	\$ -
Robert Down								
Enrollment (97% of estimate)	447	458	474	458	462	451	427	416
Allocation per Student	\$ 130.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 150.00
Initial Allocation	\$ 58,045	\$ 61,830	\$ 66,406	\$ 64,098	\$ 64,680	\$ 63,140	\$ 59,752	\$ 62,420
Enrollment (actual CBEDS)	472	490	489	458	472	443	427	416
Final Allocation	\$ 61,360	\$ 66,150	\$ 68,460	\$ 64,098	\$ 66,080	\$ 62,020	\$ 59,752	\$ 62,420
Increase (Decrease)	\$ 3,315	\$ 4,320	\$ 2,054	\$ -	\$ 1,400	\$ (1,120)	\$ -	\$ -
Middle School								
Enrollment (97% of estimate)	454	496	485	461	440	459	400	398
Allocation per Student	\$ 130.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 150.00
Initial Allocation	\$ 59,033	\$ 66,960	\$ 67,900	\$ 64,540	\$ 61,600	\$ 64,260	\$ 55,950	\$ 59,655
Enrollment (actual CBEDS)	512	495	500	461	451	464	400	398
Final Allocation	\$ 66,560	\$ 66,825	\$ 70,000	\$ 64,540	\$ 63,140	\$ 64,960	\$ 55,950	\$ 59,655
Increase (Decrease)	\$ 7,527	\$ (135)	\$ 2,100	\$ -	\$ 1,540	\$ 700	\$ -	\$ -
High School								
Enrollment (97% of estimate)	561	591	599	647	633	615	609	536
Allocation per Student	\$ 130.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 150.00
Initial Allocation	\$ 72,865	\$ 79,785	\$ 83,924	\$ 90,579	\$ 88,620	\$ 86,100	\$ 85,282	\$ 80,462
Enrollment (actual CBEDS)	613	602	618	647	618	583	609	536
Final Allocation	\$ 79,690	\$ 81,270	\$ 86,520	\$ 90,579	\$ 86,520	\$ 81,620	\$ 85,282	\$ 80,462
Increase (Decrease)	\$ 6,825	\$ 1,485	\$ 2,596	\$ -	\$ (2,100)	\$ (4,480)	\$ -	\$ -
Community High School								
Enrollment (97% of estimate)	18	14	17	17	19	20	19	15
Allocation per Student	\$ 330.00	\$ 335.00	\$ 340.00	\$ 340.00	\$ 340.00	\$ 340.00	\$ 340.00	\$ 350.00
Initial Allocation	\$ 5,957	\$ 4,690	\$ 5,936	\$ 5,780	\$ 6,460	\$ 6,800	\$ 6,596	\$ 5,093
Enrollment (actual CBEDS)	16	23	18	17	19	19	19	15
Final Allocation	\$ 5,280	\$ 7,705	\$ 6,120	\$ 5,780	\$ 6,460	\$ 6,460	\$ 6,596	\$ 5,093
Increase (Decrease)	\$ (677)	\$ 3,015	\$ 184	\$ -	\$ -	\$ (340)	\$ -	\$ -
Total Final Allocations	\$ 273,990	\$ 285,670	\$ 295,920	\$ 287,737	\$ 281,280	\$ 270,080	\$ 265,702	\$ 268,302



Allocations are adjusted at CBEDS. Starting 12-13, Health Permits & Copier Leases are excluded. SIP and Site Allocations are combined.

Property Tax Revenue

	6.52%	4.71%	6.62%	4.15%	4.15%	3.12%	5.15%
	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2022-23
	actual	actual	actuals	Adopted Bdgt	Revised Bdgt	Est & Actuals	Estimate
July	-	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-	-
September	81,929	91,507	109,662	99,117	113,080	85,291	89,683
Year-to-Date	81,929	91,507	109,662	99,117	113,080	85,291	89,683
October	-	-	-	-	-	-	-
Year-to-Date	81,929	-	109,662	99,117	113,080	85,291	89,683
November	943,522	1,012,590	1,025,732	1,096,797	1,057,702	1,327,911	1,396,299
Year-to-Date	1,025,451	1,104,097	1,135,394	1,195,914	1,170,782	1,413,202	1,485,982
December	13,591,740	14,644,626	15,891,982	15,843,632	16,387,310	16,471,008	17,319,265
Year-to-Date	14,617,191	15,748,723	17,027,376	17,039,545	17,558,092	17,884,211	18,805,247
percent change	0.32%	7.74%	4.08%	4.15%	7.32%	5.03%	5.15%
January	880,650	645,269	280,379	698,930	289,118	331,670	348,751
Year-to-Date	15,497,841	16,393,992	17,307,755	17,738,475	17,847,210	18,215,881	19,153,999
percent change	1.13%	5.78%	1.62%	4.15%	4.79%	5.25%	5.15%
February	719,652	726,703	657,961	787,135	678,468	678,468	713,410
Year-to-Date	16,217,492	17,120,695	17,965,716	18,525,610	18,525,678	18,894,349	19,867,408
percent change	-3.38%	5.57%	1.00%	4.15%	4.15%	5.17%	5.15%
March	560,829	635,096	866,946	662,126	893,967	893,967	940,007
Year-to-Date	16,778,321	17,755,791	18,832,662	19,187,736	19,419,645	19,788,317	20,807,415
percent change	-0.07%	5.83%	2.22%	4.15%	5.41%	5.07%	5.15%
April	9,268,101	9,353,536	10,108,449	10,659,167	10,423,514	10,423,513	10,960,324
Year-to-Date	26,046,422	27,109,326	28,941,111	29,846,904	29,843,159	30,211,830	31,767,739
percent change	6.51%	4.08%	0.99%	4.15%	4.14%	4.39%	5.15%
May	102,453	62,709	82,045	120,959	84,602	84,602	88,960
Year-to-Date	26,148,876	27,172,035	29,023,156	29,967,862	29,927,761	30,296,432	31,856,698
percent change	6.61%	3.91%	0.87%	4.15%	4.01%	4.39%	5.15%
June	424,383	651,765	643,089	501,035	663,133	663,133	697,284
Year-to-Date	26,573,259	27,823,800	29,666,244	30,468,898	30,590,894	30,959,565	32,553,982
percent change	6.52%	4.71%	1.41%	4.15%	4.57%	4.36%	5.15%
Total	26,573,259	27,823,800	29,666,244	30,468,898	30,590,894	30,959,565	32,553,982
Inc (Dec)	1,627,611	1,250,541	1,842,444	1,214,075	924,650	1,293,320	1,594,418
percent change	6.52%	4.71%	6.62%	4.15%	3.16%	4.36%	5.15%



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

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

SUBJECT: Future Agenda Items

DATE: March 3, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the January 20, 2022 Regular Board Meeting:

- Added June 17, 2021: A Board member requested parent orientation to the Board meetings (currently working with CSBA to arrange for this, as of October 5, 2021)
- Added October 21, 2021: A Board member requested creating policy regarding virtual meetings, including site councils, parent/teacher conferences and other meetings
- Added November 18, 2021: A Board member requested a Board committee CSBA workshop
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added November 18, 2021: A Board member requested a Diversity equity committee
- Added November 18, 2021: A Board member requested an update regarding Monterey Peninsula College collaboration

- Added March 3, 2022: Information on the website for military families
- Added March 3, 2022: Presentation of goals by IT Director (March 17, 2022)
- Added March 3, 2022: AB 361 Discussion for March 3, 2022