

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

Trustees

Tony Sollecito, President

John Thibeau, Clerk

Debbie Crandell

John Paff

Bill Phillips

Lela Hautau, Student Rep

DATE: Thursday, January 22, 2015

TIME: 7:00 p.m. Open Session

LOCATION: Community High School
1004 David Ave. Bldg. A
Pacific Grove, CA 93950

Site Visit

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Roll Call

C. Adoption of Agenda

D. Pledge of Allegiance

Led by: _____

II. SITE PRESENTATIONS

Once a year, Board meetings are held at all school sites. This provides administration and staff with an opportunity to showcase their school's accomplishments.

Community High School presentation: College, Career, Curriculum... Community

III. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report
- D. PGUSD Staff Comments (Non Agenda Items)

IV. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comments to no more than three (3) minutes for each agenda or non-agenda item; a total time for public input on each item is 20 minutes, pursuant to Board Policy 9323. Public comment will also be allowed on each specific action item prior to Board action thereon. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.

V. 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.*

- | | Page |
|--|------|
| A. <u>Minutes of December 11, 2014 Board Meeting</u> | 6 |
| Recommendation: (Ralph Gómez Porras) The Administration recommends that the Board review and approve the minutes as presented. | |
| B. <u>Certificated Assignment Order #8</u> | 13 |
| Recommendation: (Billie Mankey) The Administration recommends adoption of Certificated Assignment Order #8. | |
| C. <u>Classified Assignment Order #8</u> | 15 |
| Recommendation: (Billie Mankey) The Administration recommends adoption of Classified Assignment Order #6. | |
| D. <u>Acceptance of Donations</u> | 17 |
| Recommendation: (Rick Miller) The Administration recommends that the Board approve acceptance of the donations referenced below. | |
| E. <u>Out of County or Overnight Activities</u> | 18 |
| Recommendation: (Rick Miller) The Administration recommends that the Board approve or receive the request as presented. | |

- F. Cash Receipts Report No. 5 24
 Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.
- G. Revolving Cash Report No. 5 26
 Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.
- H. Warrant Schedules No. 555 28
 Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- I. Medi-Cal Administrative Claiming Agreement 30
 Recommendation: (Clare Davies) It is recommended that the Board review and approve the Medi-Cal Administrative Claiming Agreement between Santa Cruz County Office of Education and Pacific Grove Unified School District.
- J. Contract for Services- Peninsula Sports, Inc.- Middle School Sports Officiating 44
 Recommendation: (Buck Roggeman) The Administration recommends that the Board approve the contract in the amount of \$2,400.00 as proposed.
- K. Substitute Teacher Pay 48
 Recommendation: (Billie Mankey) Administration recommends that the Board review and approve an increase to the substitute teacher compensation rate based on qualifications and the support of our substitutes who last received a compensation increase in the 2012-13 school year.

Move: _____ Second: _____ Vote: _____

VI. ACTION/DISCUSSION

- A. Review of 2013-14 Audit Report 49
 Recommendation: (Rick Miller) The District Administration recommends that the Board accept the audit report as presented.
- B. Adoption of Resolution #956- Issuance and Sale of 2014 Election Series A Education Technology Bonds 50
 Recommendation: (Rick Miller) The District Administration recommends that the Board review and approve the Resolution #956, which will allow the District to issue Education Technology General Obligation Bonds.

Move: _____ Second: _____ Roll Call Vote: _____
 Sollecito ____ Thibeau ____ Crandell ____ Paff ____ Phillips ____

- C. Approval of Sale of Measure A Bonds by Direct Placement 98
 Recommendation: (Rick Miller) The District Administration recommends that the Board review and approve the option of Direct Placement for the sale of Measure A Bonds.
 Move: _____ Second: _____ Vote: _____
- D. Elementary Principal Salary Schedule 104
 Recommendation: (Billie Mankey) The Administration recommends that the Board review and approve, or provide direction to Administration with changes to the Elementary Principal Salary Schedule reflecting an increase in calendar days from 210 to 215 effective the 2015-16 school year.
 Move: _____ Second: _____ Vote: _____
- E. Board Policy and Regulation 5144.1 Suspension and Expulsion/Due Process for First and/or Final Reading 106
 Recommendation: (Ralph Gómez Porras) The Administration recommends that the Board review and adopt, or provide feedback to Administration on the revised Suspension and Expulsion/Due Process Board Policy and Regulation §5144.1.
 Move: _____ Second: _____ Vote: _____
- F. Board Policy and Regulation 5117 Interdistrict Transfers 200
 Recommendation: (Rick Miller) The Administration recommends that the Board review and adopt the revised Interdistrict Attendance Board Policy and Regulation §5117.
 Move: _____ Second: _____ Vote: _____
- G. Board Calendar/Future Meetings 212
 Recommendation: (Ralph Gómez Porras) 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.
 Move: _____ Second: _____ Vote: _____

VII. INFORMATION/DISCUSSION

- A. Review of the Governor's Budget Proposal for 2015-16 214
 Recommendation: (Rick Miller) District Administration recommends that the Board review the information provided regarding the Governor's Budget Proposal for 2015-16.
 Board Direction: _____
- B. Review of District Enrollment Projections for 2015-16 217
 Recommendation: (Rick Miller) The Administration recommends that the Board review the attached Enrollment projections and provide direction as needed.
 Board Direction: _____

- C. Review of Property Tax Revenue for 2014-15 220
Recommendation: (Rick Miller) The Administration recommends that the Board review the year-to-date receipts of Property Tax Revenue.

Board Direction: _____

- D. Future Agenda Items 223
Recommendation: (Ralph Gómez Porras) The Board review the list of items, and direct Administration to add items to the list and/or schedule items for a particular agenda.

Future Agenda Items

Discussion of Extracurricular Activities Budgets (February)
Update on Technology for Testing (February)
Special Education Transition Program Proposal
Update on State Testing and Reporting

Board Direction: _____

VIII. ADJOURNMENT

Next regular meeting: February 5, 2015 – Pacific Grove Unified School District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Organizational Meeting of December 11, 2014 – District Office

I. OPENED BUSINESS

- A. Called to Order 6:00 p.m.
- B. Roll Call
- | | |
|-------------------------|---------------------------------|
| President: | Trustee Sollecito |
| Clerk: | Trustee Thibeau |
| Trustees Present: | Trustee Crandell |
| | Trustee Paff |
| Absent: | Trustee Phillips |
| Administration Present: | Superintendent Porras |
| | Assistant Superintendent Miller |
| Board Recorder: | Mandi Freitag |
| Student Board Member: | Lela Hautau |

C. Adopted Agenda

Under closed session on agenda, both public comment and adjourn to closed session were added.

MOTION Thibeau/Paff to adopt agenda as amended.

Public comment: none

Motion CARRIED 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Public Employee Evaluation [Gov. Code §54957]

B. Public comment on Closed Session Topics None.

C. Adjourned to Closed Session 6:05 p.m.

III. RECONVENED IN OPEN SESSION 7:00 p.m.

A. Reported action taken in Closed Session:

1. Public Employee Evaluation [Gov. Code §54957]

The Board received information on this item, no further action was taken.

B. Pledge of Allegiance Led By: Porras

IV. ANNUAL ORGANIZATIONAL MEETING

As required by Education Code Section 35143

A. Election of President to Serve for One-Year Period*(Note: nominations do not need a "second.")***Thibeau nominated Sollecito for President.****Public comment: none****Motion CARRIED 3 – 0**B. Election of Vice-President/Clerk to Serve for One-Year Period*(Note: nominations do not need a "second.")***Paff nominated Thibeau for Vice President/Clerk.****Public comment: none****Motion CARRIED 3 – 0**C. Determination of Dates, Time and Location of Regular Meetings

Recommendation: (Ralph Gómez Porras) It is recommended that the Board of Education set the 1st and 3rd Thursdays of each month as Regular Board meetings. Meetings will be held at 7:00 p.m. at District Office Board Room, or another District school site.

MOTION Paff/Thibeau to approve dates, time and location of regular Board meetings.**Public comment: none****Motion CARRIED 4 – 0**D. Approval of Resolution No. 952 Designating Authorized Agents to Sign School Orders

Recommendation: (Ralph Gómez Porras and Rick Miller) The Administration recommends that the Board of Education adopt Resolution No. 952.

MOTION Crandell/Thibeau to approve Resolution No. 952 designating Authorized Agents to sign school orders.**Public comment: none****Motion CARRIED 4 – 0 by roll call vote.**E. Designation of Committee Representatives

Monterey County School Board Executive Committee Liaison Thibeau.

MOTION Thibeau/Paff to designate Thibeau as the Monterey County School Board Executive Committee liaison.**Public comment: none****Motion CARRIED 4 – 0**V. **RECOGNITION FOR HONORED EMPLOYEES AND MID-YEAR RETIREES**

The following employees were honored for going above and beyond in their job duties. Craig Beller, Andre DeBruin and Larry Tyndall were also honored as mid-year retirees.

Anne	Scanlon
Bruce	Cates
Kelly	Cool
Susan	Lozada
Nancy	Bernahl

Cynthia	Singh
Greg	Hyde
Janie	Lawrence
Linda	Goulet
Andre	DeBruin
Larry	Tyndall
Stacy	Kinney
Greg	Ellis
Jeff	Stutzman
Tony	Molinski
Efren	Torres
Jayne	Lord
Deborah	Marchese
Gita	Prasad
Dominador	Lagmay
Linda	Jones
Deanna	Karasek
Jen	Hinton
Roberto	Dixon
Emily	Gutierrez
Kim	Shurtz
Chip	Dorey

Recess for brief reception.

VI. COMMUNICATIONS

A. Written Communication

None.

B. Board Member Comments

Paff enjoyed the recent football games, concert at PG Middle School as well as Forest Grove's holiday program.

Crandell recognized Lela Hautau for singing the National Anthem at a recent sporting event. Crandell also noted the amazing Arts Expo at PG High School and thanked the students and staff. Finally Crandell noted the play *The Importance of Being Ernest*.

Thibeau also acknowledged the success of *The Important of Being Ernest*.

C. Superintendent Report

Porras thanked the staff and students for the successful concerts and holiday programs at the school sites. Porras also expressed gratitude to Barbara Martinez for handling the demands of the rough recent weather, as well as organizing the Active Shooter training for staff and working so diligently on the school site safety plans.

D. PGUSD Staff Comments (Non Agenda Items)

Buck Roggeman noted Becky Osiek, who was acknowledged by the Monterey Bay Aquarium on environmental awareness.

Matt Bell also noted the success of the school activities such as the play, art expo and athletics.

Martinez thanked the Board for their support in the training opportunity of Active Shooter.

Sean Keller also thanked Martinez for the recent Active Shooter training. Keller also noted a possible Pathways grant opportunity.

VII. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Mary Kay Michaels, parent, expressed concerns regarding last year's yearbook, noting spelling and grammar errors. She also noted the strong representation of sports teams and would like to see more equal representation of arts programs throughout the yearbook, as well as school site recognitions.

Scott and Valerie Roads, parents, also asked the Board to promote the arts programs, noting the underfunding and inequality between sports and arts at PG High School.

VIII. CONSENT AGENDA

- A. Minutes of November 13, 2014 Regular Board Meeting
- B. Minutes of November 14, 2014 Special Board Meeting
- C. Certificated Assignment Order #7
- D. Classified Assignment Order #7
- E. Acceptance of Donations
- F. Out of County or Overnight Activities
- G. Cash Receipts Report No. 4
- H. Revolving Cash Report No. 4
- I. Warrant Schedules No. 554
- J. Approval of the 2014-15 First Interim Report
- K. 2014-15 Budget Revisions #2
- L. Acceptance of Quarterly Treasurer's Report
- M. Quarterly Report on Williams Uniform Complaints
- N. Peer Assistance and Review (PAR) Budget
- O. Approval of Bond Oversight Committee Member
- P. Approval of Supplemental Education Services
- Q. Approval of Supplemental Education Services

The Board discussed Consent Item O, receiving clarifying information from Miller. Miller detailed Joanne Nolan-Stewart's efforts in the Measure A campaign and noted she was instrumental in the passing of the bond. Miller noted Nolan-Stewart could fit into category four or five (parent or PTA member) for that item.

MOTION Thibeau/Crandell to approve consent agenda as presented.

Public comment: none

Motion CARRIED 4 – 0

IX. ACTION/DISCUSSION

Due to the time of the meeting, Thibeau requested Action/Discussion Item D be moved to the beginning of Action/Discussion so the representative for the Georgia Shetenhelm Trust could speak.

MOTION Paff/Crandell to approve moving Action/Discussion Item D Acceptance of Donation from the Georgia Shetenhelm Trust be moved to the beginning of Action/Discussion.

Public comment: none

Motion CARRIED 4 – 0

D. Acceptance of Donation from the Georgia Shetenhelm Trust

Karlin, friend and neighbor of Georgia Shetenhelm spoke to the Board about Shetenhelm, who graduated from PG High School in the class of 1937, worked as a librarian and loved books.

Thibeau met Shetenhelm and noted the generous gift.

MOTION Paff/Thibeau to accept the donation from the George Shetenhelm Trust.

Public comment:

Bell also noted having met Shetenhelm, who was instrumental in having the garbage bins at PG High School painted red.

Roggeman, on behalf of PG Middle School said it was humbling, and was happy to offer funds to Forest Grove Elementary School which was not a part of the Trust donation.

Motion CARRIED 4 – 0

A. Adopt Resolution No. 953 Local Reserves Cap

MOTION Paff/Crandell to approve Resolution No. 953 Local Reserves Cap.

Public comment: none

Motion CARRIED 4 – 0 by roll call vote

B. Adoption of Resolution No. 954 – Certifying Proceedings of Measure A Bond Election

MOTION Thibeu/Paff to approve Resolution No. 954 certifying Proceedings of Measure A Bond Election.

Public comment: none

Motion CARRIED 4 – 0 by roll call vote

C. Adoption of Resolution No. 955 –Declaring Intention to Reimburse Expenditures from Proceeds of General Obligation Bonds

The Board discussed this item, agreeing specifically to accept the reimbursement to Dale Scott as well as anything related to passing the bond, and any technology needs after November 4, 2014.

MOTION Thibeu/Paff to approve Resolution No. 955 declaring Intention to Reimburse Expenditures from Proceeds of General Obligation Bonds.

Public comment:

Roggeman and Bruce Cates spoke during public comment briefly to the Board.

Motion CARRIED 4 – 0 by roll call vote

E. Pacific Grove High School Course Bulletin for the 2015-16 School Year

The Board discussed this item and requested Chorus be added to the bulletin.

MOTION Crandell/Thibeu to approve the Pacific Grove High School Course Bulletin as amended to include Chorus as an option for the 2015-16 school year.

Public comment: none

Motion CARRIED 4 – 0

F. Board Calendar/Future Meetings

Porras noted the September and February meetings would now include District Safety updates.

MOTION Thibeu/Crandell to approve the Board meeting calendar.

Public comment: none

Motion CARRIED 4 – 0

X. INFORMATION/DISCUSSION

A. Approval of Sale of Measure A Bonds by Direct Placement

The Board gave direction to staff to bring this item back in January for final resolution.

B. Future Agenda Items

Thibeu requested information on extracurricular activities, including budgets and statistics on how many students we have in specific activities.

Miller noted the front of stadium and loading zone area as an item which is on his list of projects.

Paff requested an update on testing schedules.

XI. ADJOURNED

9:41 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

SUBJECT: Certificated Assignment Order #8

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

RECOMMENDATION:

The Administration recommends adoption of Certificated Assignment Order #8.

BACKGROUND:

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

INFORMATION:

Persons listed in the 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. 8
January 22, 2015**

TEMPORARY APPOINTMENT:

Dana Russell, PGAE, Japanese Instructor, temporary, hourly, Column A, Step 1, not to exceed 2 hours per week, effective January 7, 2015

ADDITIONAL ASSIGNMENT:

2014-15 Forest Grove Elementary School, EL Parent Education Instructor (Title III Funded), temporary, not to exceed 3 hours per week, paid per time sheet at the PGTA hourly instructional rate, effective January 16, 2015 through April 1, 2015 only:
Sarah Weber

2014-15 Pacific Grove Middle School Math Intervention Tutors, temporary, not to exceed 1.5 hours per week, paid per time sheet at the PGTA hourly instructional rate, January 6, 2015 through May 22, 2015 only:

Isaac Rubin
Natasha Pignatelli
Brice Gamble
Kathy Wheeler
Jeanne Leone
Becky Ohsiek

2014-15 Pacific Grove High School Math Intervention Tutors, not to exceed 4 hours per week, paid per time sheet at the PGTA hourly instructional rate, effective January 14, 2015 through May 22, 2015 only:

Nicole Bulich
Joe D'Amico
Tom Light
Isaac Rubin

2014-15 Pacific Grove High School Curriculum Stipends and Special Assignments

Lillian Griffiths, Drama Instructor, Fall Stipend, 1.0 FTE, General Fund

RESIGNATION:

Rich Hurley, PGHS Junior Varsity Baseball Coach, resigns effective January 10, 2015
Ken Ottmar, PGHS Boys' Golf Coach, resigns effective December 1, 2014.

SUBSTITUTES:

Allison Bautista
Yin Wang

SUBJECT: Classified Assignment Order #8

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

RECOMMENDATION:

The Administration recommends adoption of Classified Assignment Order #8.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ORDER NO. 8
January 22, 2015**

APPOINTMENT:

Edward Overstreet, Robert Down Elementary, Custodian, 8 hours per day, 12 months per year, Range 35, Step A (plus shift differential) effective January 12, 2015 (replaces Ray Perea)

SUBSTITUTE:

Ryan Rodewald

SUBJECT: Acceptance of Donations

PERSON(S) RESPONSIBLE: Rick Miller, 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

Community Foundation of Monterey County

\$ 2,000 (Neill Math Grant)

Grebing Family

\$ 600 (Ivy Kong class computers)

David Osborne

\$ 100 (music dept.)

Pacific Grove High School

Ohiopyle Prints, Inc.

\$ 117.89 (undesignated)

Target

\$ 581.66 (undesignated)

Wells Fargo Community Support

\$ 365.37 (Vivian Michael class)

Pacific Grove Community High School

None

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

Monterey Peninsula Foundation

\$10,000 (Parents Place)

Pacific Grove Unified School District

None

Ref: Donations

SUBJECT: Out of County or Overnight Activities

PERSON(S) RESPONSIBLE: Rick Miller, 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 SOURCE</u>
Jan. 28, 2015 Cal Poly SLO San Luis Obispo	MS AVID Campus Tour	Charter Bus	\$1,875	AVID Grant
Feb. 26, 2015 Fullerton/Anaheim Fullerton College Cal State Fullerton Disney Studios	PGHS Chorus Choral workshops Professional training	Vans	\$9,200+	Students, ASB, PG Pride
May 22, 2015 Santa Cruz Beach Boardwalk	MS 8 th Grade Class Promotion celebration	Charter Bus	\$10,356	Students
May 27, 2015 Raging Waters San Jose	RHD 5 th Grade Class Promotion celebration	Charter Bus	\$4,000	Students, donations

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

INSTRUCTIONS: Submit this form to the Transportation Department if transportation requires use of buses or vans. Other forms go directly to Business Office. After District and/or Board approval, the form will be returned to the school site. For in-state or non-overnight activities submit form two weeks in advance of activities.

BOARD APPROVAL IS REQUIRED FOR ALL 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 BOARD MEETING
PRIOR TO THE EVENT

Date of Activity January 28, 2015 Day of Activity Wednesday
Place of Activity Cal Poly
School PGMS / HS Grade Level 8-12
School Departure Time 7³⁰ AM ☒ PM ☐
Pickup Time From Place of Activity 3³⁰ AM ☐ PM ☒ Sean Roach
Name of Employee Accompanying Students Moina Mahr, Nicole Bulich, Dan Powers
Number of Adults 4 or 5 Number of Students 50
Class or Club AVID
Description of Activity Students will explore the campus of Cal Poly
Education Objective to encourage interest in a four yr university or college.
List All Stops In & Out Burger
Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
() Charter () Auto* () Walk (☒) Other** 56

*#s 1, 2, 3, 5, 6, & 7 Must Be Completed Before Submitting To The Business Office /Transportation Department *

1. NOTE: Board Regulation 3541.1 Requirements Will Be Complied With When Using Private Autos		(Teachers Initials)
2. If using vans, you MUST list who the drivers are. _____		
3. Cost of Activity \$ _____		
4. Cost of Transportation \$ _____		
Total Cost (Activity + Transportation) \$ _____		
5. Fund to be Charged for all activity expenses:	(<input checked="" type="checkbox"/>) Acct. Code <u>ALID</u>	
	() Students	
	() Other	
6. Requested By	<u>Moina Mahr</u>	Date <u>1.7.15</u>
Employee's Signature (Employee accompanying students on activity)		
7. Recommend Approval	<u>Dick Roggeman</u>	Date <u>1/7/15</u>
Principal's Signature		

Transportation Department/District Office Use Only

Bus(s) ☒ Available () Not Available

Date Received 1/8/15

Cost Estimate \$ 1874.60

Approved By [Signature] Transportation Supervisor

Date 1/8/15

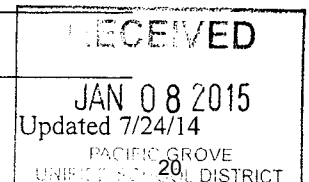
Approved By [Signature] Assistant Superintendent

Date 1/8/15

Date of Board Approval Jan. 22, 2015

PGUSD

Regular Meeting of January 22, 2015



**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

INSTRUCTIONS: Submit this form to the Transportation Department if transportation requires use of buses or vans. Other forms go directly to Business Office. After District and/or Board approval, the form will be returned to the school site. For in-state or non-overnight activities submit form two weeks in advance of activities.

BOARD APPROVAL IS REQUIRED FOR ALL 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 BOARD MEETING
PRIOR TO THE EVENT

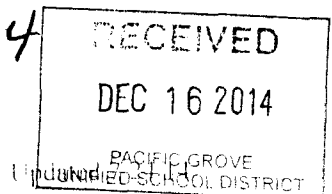
Date of Activity THURSDAY 2/24/2015 Day of Activity THURSDAY - SUNDAY
Place of Activity ANAHEIM / FULLERTON CALIFORNIA
School PGHS Grade Level 9-12
School Departure Time 8:00 AM PM
Pickup Time From Place of Activity 5pm AM PM
Name of Employee Accompanying Students MICHELLE BOUTWANE
Number of Adults 5 Number of Students 23
Class or Club Chorus
Description of Activity college workshops & professional training
Education Objective professional vocal studies
List All Stops Fullerton College, CAL STATE Fullerton, Disney East
Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
() Charter () Auto* () Walk (X) Other** 3 VANS Studio

*#s 1, 2, 3, 5, 6, & 7 Must Be Completed Before Submitting To The Business Office /Transportation Department *

1. NOTE: Board Regulation 3541.1 Requirements Will Be Complied With When Using Private Autos
2. If using vans, you MUST list who the drivers are. SEAN BOUTWANE MICHELLE BOUTWANE
& JEANNE LEONE (PGHS) (Teachers Initials)
3. Cost of Activity \$ 9200.00
4. Cost of Transportation \$ TBD
- Total Cost (Activity + Transportation) \$ 9200.00 +
5. Fund to be Charged for all activity expenses: (X) Aet. Code PGHS ABB CLUB ACCOUNT
(X) Students PG PRIDE, DONATIONS
(X) Other
6. Requested By M. Boutwane Date 12/31/14
Employee's Signature (Employee accompanying students on activity)
7. Recommend Approval [Signature] Date 12/15/14
Principal's Signature

Transportation Department/District Office Use Only

Bus(s) X Available () Not Available Date Received 12/12/14
Cost Estimate \$ 773.88
Approved By [Signature] Date 12/15/14
Transportation Supervisor
Approved By [Signature] Date 12/16/14
Assistant Superintendent
Date of Board Approval



Enterprise to Drop 3 Vans @ H.S. 3pm 2/25/15
Plu Vans 3/2/15 - Confirmation # 933 LMC

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Consent Agenda Item #



MAILED

MS X T T O M S D

12/18/14

INSTRUCTIONS: Submit this form to the Transportation Department if transportation requires use of buses or vans. Other forms go directly to Business Office. After District and/or Board approval, the form will be returned to the school site. For in-state or non-overnight activities submit form two weeks in advance of activities.

BOARD APPROVAL IS REQUIRED FOR OUT-OF-STATE OR OVERNIGHT ACTIVITIES.
REQUEST MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO BOARD MEETING.

Date of Activity 5/22/15 Day of Activity Friday

Place of Activity Santa Cruz Beach Boardwalk

School Middle School Grade Level 8th

School Departure Time 9:15 AM ☒ PM ☐

Pickup Time From Place of Activity 4:00 AM ☐ PM ☒

Name of Employee Accompanying Students Sean Roach

Number of Adults 10 Number of Students 160

Class or Club 8th grade class

Description of Activity Picnic, B.B.Q., Theme Park

Education Objective Celebrate promotion to high school

List All Stops None

Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger

☒ Charter () Auto* () Walk () Other**

3 buses

*#s 1, 2, 3, 5, 6, & 7 Must Be Completed Before Submitting To The Business Office /Transportation Department *

1. NOTE: Board Regulation 3541.1 Requirements Will Be Complied With When Using Private Autos (Teachers Initials)

2. If using vans, you MUST list who the drivers are.

3. Cost of Activity \$ 6880.00 ±

4. Cost of Transportation \$ 3476.00

Total Cost (Activity + Transportation) \$ 10356.00

5. Fund to be Charged for all activity expenses: () Acct. Code

☒ Students

() Other

6. Requested By [Signature] Date

Employee's Signature (Employee accompanying students on activity)

7. Recommend Approval Buck Roggeman Date 4/23/14

Principal's Signature

Transportation Department/District Office Use Only

Bus(s) ☒ Available () Not Available

Date Received 4/25/14

Cost Estimate \$ 3475.68

Approved By [Signature]

Date 12/2/14

Approved By [Signature] Transportation Supervisor

Date 12/18/14

Approved By [Signature] Assistant Superintendent

Date of Board Approval January 20, 2015 Regular Meeting of January 22, 2015

Updated 4/24/10

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

FAXED
RD 12/19/14
+ transp.

INSTRUCTIONS: Submit this form to the Transportation Department if transportation requires use of buses or vans. Other forms go directly to Business Office. After District and/or Board approval, the form will be returned to the school site. For in-state or non-overnight activities submit form two weeks in advance of activities.

**BOARD APPROVAL IS REQUIRED FOR OUT-OF-STATE OR OVERNIGHT ACTIVITIES.
REQUEST MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO BOARD MEETING.**

Date of Activity May 27, 2015 Day of Activity Wednesday
Place of Activity Raging Waters
School RMD Grade Level 5th
School Departure Time 8:45 AM ☒ PM _____
Pickup Time From Place of Activity 3:00 AM _____ PM ☒
Name of Employee Accompanying Students Mrs. Hiserman, Mrs. Pechan, & Mrs. Lippman
Number of Adults 6 Number of Students 84
Class or Club The Fifth Grade Classes of RMD
Description of Activity Fifth grade graduation
Education Objective Celebration of their hard work!
List All Stops _____

Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
(2) ☒ Charter () Auto* () Walk () Other** _____

*#s 1, 2, 3, 5, 6, & 7 Must Be Completed Before Submitting To The Business Office /Transportation Department *

1. NOTE: Board Regulation 3541.1 Requirements Will Be Complied With When Using Private Autos _____
(Teachers Initials)

2. If using vans, you MUST list who the drivers are. _____

3. Cost of Activity \$ 2,000 (Estimate)
4. Cost of Transportation \$ 2,000 (Estimate)
Total Cost (Activity + Transportation) \$ 4,000 Estimate
5. Fund to be Charged for all activity expenses: () Acct. Code _____
() Students _____
() Other Donations from 5th grade families

6. Requested By Mary Hiserman Date May 27, 2014
Employee's Signature (Employee accompanying students on activity)
7. Recommend Approval [Signature] Date 5/27/14
Principal's Signature

Transportation Department/District Office Use Only

Bus(s) ☒ Available () Not Available Date Received 8/12/14
Cost Estimate \$ 1978.54
Approved By [Signature] Date 12/2/14
Transportation Supervisor
Approved By [Signature] Date 12/3/14
Regular Meeting of January 22, 2015
Assistant Superintendent

SUBJECT: Cash Receipts Report No. 5

PERSON(S) RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of November 27, 2014 through January 8, 2015.

INFORMATION:

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

CASH RECEIPTS BOARD REPORT # 5

November 27, 2014 - January 8, 2015

Date	Num	Name	Account	Amount
Nov 27, '14 - Jan 8, '15				
12/12/2014	17095	Georgia Shetenhelm Trust	DONATION	196,430.76
12/12/2014	17096	RETIREE INSURANCE	RETIREE INSURANCE	5,472.56
12/12/2014	17097	STATE OF CALIFORNIA	SP ED	2,665.98
12/12/2014	17098	PGMS	GRANT	2,000.00
12/12/2014	17099	STATE OF CALIFORNIA	PRESCHOOL	18,969.00
12/12/2014	17100	STATE OF CALIFORNIA	CAFETERIA	16,984.77
12/12/2014	17101	ADULT EDUCATION	ADULT EDUCATION	10,966.68
12/12/2014	17102	ADULT EDUCATION	DONATION	10,000.00
12/12/2014	17104	YMCA	custodial	500.00
12/12/2014	17105	TEXTBOOKS	TEXT BOOK FEES	22.00
12/12/2014	17106	PGHS	DONATION	714.55
12/12/2014	17107	PGHS	DONATION	365.37
12/12/2014	17103	ADULT EDUCATION	ADULT EDUCATION	6,479.00
12/12/2014	17108	PGMS	DONATION	600.00
12/12/2014	17109	Calvary High School	SPECIAL RESERVE	500.00
12/12/2014	17110	BUS PASS	BUS PASS	120.00
12/12/2014	17111	BASRP-FG	BASRP	12,876.75
12/12/2014	17112	BASRP-RD	BASRP	5,707.35
12/12/2014	17113	BASRP-FG	BASRP	3,476.75
12/12/2014	17114	BASRP-RD	BASRP	4,188.50
12/18/2014	17115	BUS PASS	BUS PASS	80.00
12/18/2014	17116	Calvary High School	SPECIAL RESERVE	500.00
12/18/2014	17117	STATE OF CALIFORNIA	PRESCHOOL	18,969.00
12/18/2014	17118	STATE OF CALIFORNIA	SP ED	781.22
12/18/2014	17119	ADULT EDUCATION	ADULT EDUCATION	2,891.25
12/18/2014	17120	RETIREE INSURANCE	RETIREE INSURANCE	4,897.10
1/7/2015	17121	STATE OF CALIFORNIA	SP ED	5,697.47
1/7/2015	17122	STATE OF CALIFORNIA	SP ED	1,518.08
1/7/2015	17123	FPAC	custodial	350.00
1/7/2015	17124	MBCS/Monterey Bay Charter ...	SPECIAL RESERVE	15,266.14
1/7/2015	17125	BUS PASS	BUS PASS	80.00
1/7/2015	17126	PGMS	DONATION	100.00
1/7/2015	17127	ROP	Class Fees	485.00
1/7/2015	17128	PGMS	DONATION	306.79
1/7/2015	17129	Forest Grove Elementary	DONATION	16.00
1/7/2015	17130	STATE OF CALIFORNIA	PRESCHOOL	6,298.00
1/7/2015	17131	STATE OF CALIFORNIA	CAFETERIA	16,250.15
1/7/2015	17132	STATE OF CALIFORNIA	CAFETERIA	1,261.81
1/7/2015	17133	ADULT EDUCATION	ADULT EDUCATION	3,611.00
1/7/2015	17134	BASRP-RD	BASRP	1,414.25
1/7/2015	17135	RETIREE INSURANCE	RETIREE INSURANCE	5,089.21
Nov 27, '14 - Jan 8, '15				<u>384,902.49</u>

SUBJECT: Revolving Cash Report No. 5

PERSON(S) RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period from November 27, 2014 through January 8, 2015.

INFORMATION:

Prior to the approval of the identified payments, appropriate District procedures were followed and authorizations obtained.

**REVOLVING CASH
BOARD REPORT # 5**
November 27 2014 - January 8, 2015

Date	Num	Name	Account	Amount
Nov 27, '14 - Jan 8, '15				
12/3/2014		ANALYSIS CHARGE	FEES	-185.62
12/18/2014	4822	Stemple, Rick	RETIREE INSURANCE	-688.96
12/18/2014	4823	Mr. Oliver	TEXT BOOK FEES	-10.00
12/18/2014	4824	Kimula Roesner	CAFETERIA	-40.75
1/8/2015	4825	Loni Austin	ADULT EDUCATION	-140.00
1/8/2015	4826	Tina Chandra	BASRP	-265.00
1/8/2015	4827	Chelsea Peterson	PAYROLL	-320.00
Nov 27, '14 - Jan 8, '15				<u>-1,650.33</u>

SUBJECT: Warrant Schedule 555

PERSON(S) RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have reviewed 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 December 5, 2014 through December 30, 2014.

INFORMATION:

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item purchased, the correctness of the amount to be paid, and that 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

WARRANT SCHEDULE NO. 555

Warrants- Payroll

DEC 14

Certificated-	Regular 12/05/14	\$	0
	Regular 12/10/14	\$	21,953.37
	Regular 12/15/14	\$	0
	Regular 01/02/15	\$	1,321,775.45
Total Certificated		\$	<u>1,343,728.82</u>
Other-	Regular 12/05/14	\$	0
	Regular 12/10/14	\$	0
	Regular 12/15/14	\$	0
	Regular 12/30/14	\$	0
Total Other		\$	<u>0</u>
Classified-	Regular 12/05/14	\$	0
	Regular 12/10/14	\$	3,824.46
	Regular 12/15/14	\$	0
	Regular 12/30/14	\$	454,616.76
Total Classified		\$	<u>458,441.22</u>
<u>TOTAL PAYROLL</u>		\$	<u>1,802,170.04</u>

Warrants- AP

Warrants <u>12121052</u> through <u>12121072</u>	(12/02/14)	\$	<u>44,906.07</u>
Warrants <u>12122298</u> through <u>12122319</u>	(12/09/14)	\$	<u>53,541.12</u>
Warrants <u>12123161</u> through <u>12123181</u>	(12/11/14)	\$	<u>15,517.01</u>
Warrants <u>12123905</u> through <u>12123931</u>	(12/16/14)	\$	<u>43,088.19</u>
Warrants <u>12124615</u> through <u>12124647</u>	(12/18/14)	\$	<u>20,988.94</u>
Warrants <u>12126355</u> through <u>12126371</u>	(12/23/14)	\$	<u>55,524.26</u>
Warrants <u>12126781</u> through <u>12126793</u>	(12/30/14)	\$	<u>40,623.47</u>
<u>TOTAL WARRANTS</u>		\$	<u>2,076,359.10</u>

SUBJECT: Medi-Cal Administrative Claiming Agreement

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

It is recommended that the Board review and approve the Medi-Cal Administrative Claiming Agreement between Santa Cruz County Office of Education and Pacific Grove Unified School District.

BACKGROUND:

This agreement replaces the former agreement with Medical Billing Technologies (MBT) which formerly acted as the vendor for SMAA services.

INFORMATION:

The Santa Cruz County Office of Education is the Local Education Consortia acting as the administrative agency for matters on behalf of local education agencies claiming reimbursement for federal monies for school based Medi-Cal Administrative Activities (SMAA). PGUSD is a member of the Region 5 consortium for Medi-Cal service claims reimbursement commencing on July 1, 2014 effective through June 30, 2016. Region 5 is comprised of four counties: Santa Cruz, San Benito, Santa Clara and Monterey.

FISCAL IMPACT:

PGUSD shall pay Santa Cruz County Office of Education 9% of the SMAA random moment time survey quarterly invoices paid by the Department of Health Services to the district for Medi-Cal reimbursable school based services. Under the former agreement, PGUSD paid SCCOE 9% and paid an additional \$8,000 to the vendor MBT. Under the new and proposed agreement, there is no longer a need for a third party vendor.

Santa Cruz County Office of Education

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2014, by and between Pacific Grove Unified School District (hereinafter referred to as “local educational agency” or “LEA”) having an address at 435 Hillcrest Avenue, Pacific Grove, CA 93950 and the Santa Cruz County Office of Education, Region 5 Local Educational Consortium (hereinafter referred to as “LEC”) having an address at 400 Encinal Street, Santa Cruz, CA 95060; (hereinafter referred to individually, the “Party” and collectively, the “Parties”).

RECITALS

- A. The Department of Health Care Services (“DHCS”) is the single State agency responsible for administering the California Medical Assistance Program (“Medi-Cal”) and the School-based Medi-Cal Administrative Activities Program (“SMAA”) for Local Educational Consortia, Region 5, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance (“CFDA”) number for this federal program is 93.778, Medical Assistance Program (“Medi-Cal”).
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association (“CCSESA”) LEC Region 5.
- C. LEC has entered into that certain Agreement (Contract # 14-90006) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2014, and effective through June 30, 2016.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities (“MAA”) services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 5 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to “CCSC”) to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - Region 3 (Sutter County Superintendent of Schools)
 - Region 4 (Contra Costa County Office of Education)
 - Region 5 (Santa Cruz County Office of Education)
 - Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing **July 1st, 2014** for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2014.

This Agreement shall automatically renew for additional periods of twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

A. Services Provided: LEC will provide the following services to LEAs. The LEC shall:

- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
- (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure they are complete and assist participating LEAs to finalize the "moments".
- (3) Process RMTS moments for invoicing.
- (4) Provide the required SMAA documents for operational plans and give direction to

- LEAs for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
- (6) Provide the LEA a “hard copy” RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the SSP for completing the assigned moment.
- (7) Provide the “tape match percentage” from data submitted by LEAs.
- (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
- (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
- (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
- (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
- (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 5 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
- (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
- (14) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
- (15) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
- (16) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
- (17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or “shifts” as defined for the RMTS System Software Platform (SSP) uploads and updates.
- (3) Yearly and quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.

- (5) Arrange for the LEA MAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.
- (9) Federal regulations require that a LEA maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.

3. FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "C."

5. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing

provisions.

6. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

9. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-

returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

12. GENERAL

- A. **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. **SUCCESSORS** - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. **SEVERABILITY** - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. **NOTICES** - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. **STATE LAW** - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

- H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.
- I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor ("Vendor") for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit "C" attached hereto and incorporated herein.

14. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of _____ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA:	SCHOOL DISTRICT	LEC:	SANTA CRUZ COUNTY OFFICE OF EDUCATION
By:	_____	By:	_____
Name:	Rick Miller	Name:	Mary Hart
Title:	Assistant Superintendent	Title:	Assoc. Superintendent, Region 5 LEC /MAA Coordinator
Date:	_____	Date:	_____

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

Operating Procedures with LEC as Invoicing facilitator		LEC Coordinator	LEA Coordinator
1.	Evaluate LEA MAA program to ensure appropriate participation		
2.	Develop and review audit files		
3.	Maintain audit files and store data required to support operational plan		
4.	Review operational plan for quality assurance and compliance		
5.	Provide and/or ensure RMTS training for coordinators		
6.	Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion		
7.	Provide 100% coding of moments and clarification of moments if necessary		
8.	Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)		
9.	Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		
10.	Input LEA Calendar into SSP, update periodically and certify		
11.	Rosters: First period of RMTS implementation: TSP roster, including staff schedules must be uploaded using a template.		
12.	Rosters: All subsequent quarters TSP roster/schedules must be updated quarterly		

EXHIBIT A –(continued)**Task**

Operating Procedures with LEC as Invoicing facilitator	LEC Coordinator	LEA Coordinator
13. LEA/LEC to certify Coding Report		
14. Offer support both programmatically and fiscally		
15. Supply RMTS results for invoice process		
16. Generate/provide LEA Medi-Cal percentage (tape match)		
17. Provide fiscal training, materials and forms		
18. Review and provide all fiscal data necessary to process RMTS invoice		
19. Review LEA fiscal data and prepare invoice for reimbursement		
20. Prepare and submit invoice to DHCS for payment		
21. Process DHCS invoice reimbursements send reimbursement payments to LEAs		

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Santa Cruz County Office of Education and Department of Health Care Services.

Definitions

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
 - 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
 - 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
 - 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
 - 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
 - 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
 - 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
- A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

Ownership. LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

Confidentiality Obligations. Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.

SUBJECT: Contract for Services - Peninsula Sports, Inc.-Middle School Sports Officiating

PERSON(S) RESPONSIBLE: Buck Roggeman, Principal

RECOMMENDATION:

The Administration recommends that the Board approve the contract in the amount of \$2,400.00 as proposed.

BACKGROUND:

For the past several years Peninsula Sports, Inc. has provided referees for Middle School activities. They are proposing to provide the same service for the 2014-2015 basketball games.

INFORMATION:

The firm currently provides the only opportunity for referees at our games.

FISCAL IMPACT:

Total contract for the Middle School is not to exceed \$2,400.00 and is paid for by Middle School After-School Athletics budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT435 Hillcrest Avenue
Pacific Grove, CA 93950**CONTRACT FOR SERVICES**

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

This contract is an agreement between the Pacific Grove Unified School District and PENINSULA SPORTS, INCORPORATED for services rendered as specified below.

1. **Scope of Service:**

To provide: referees for Pacific Grove Middle School for scheduled Basketball games for the 2014-2015 school year.

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

Referees will attend each scheduled game

3. **Length of the Contract:**

Service is to be provided on the following date(s):
December 1, 2014 through January 31, 2015

4. **Financial Consideration:**

Consultant to be paid at the rate of:

Total contract is not to exceed the sum of \$2,400.00 which will cover officials' fees and assigning fees.

Consultant to be paid at the rate of: To be invoiced per game.

School Funding Source:

After School Athletics budget 01-0005-0-1110-4200-5800-00-005-8000-072

Consultant Peninsula Sports, Inc. Soc.Sec.# or Business ID. #

Address John Thomas Emery PSI - 2560 Garden Road Suite 119
Signed John Thomas Emery, President Monterey CA 93940 Date 9/19/14
☐ District Employee ☒ Independent Consultant *

Signed Buck Roggeman Date 9/19/14
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 [Signature] Date 10/1/15
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.**

Revised 9/05

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 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.

Buch Roggerman
District/Site Administrator

12/17/14
Date

Ref: Contract for Services Criteria

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Peninsula Sports, Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 2560 Garden Road, Suite 119 City, state, and ZIP code Monterey, CA 93940	Requester's name and address (optional) Pacific Grove Middle School 835 Forest Avenue Pacific Grove, CA 93950
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px; text-align: center;"> 4 2 - 1 6 0 3 4 8 0 </div>

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <i>John Thomas Emery, President</i> Date ▶ <i>January 9, 2014</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SUBJECT: Substitute Teacher Pay

PERSON RESPONSIBLE: Billie Mankey, Director II, Human Resources

RECOMMENDATION:

Administration recommends that the Board review and approve an increase to the substitute teacher compensation rate based on qualifications and the support of our substitutes who last received a compensation increase in the 2012-13 school year as follows:

A	Current rates in effect Fall of 2012-13	Daily Rate (day 1-15)		Long-Term (day 16 and beyond, not retroactive)		Approximate Budget Adjustment
		Permit	Full-Credential	Permit	Full-Credential	
		\$115	\$125	\$130	\$140	
B	Proposed Rates	\$120	\$131	\$136	\$146	Increase of \$5.00-\$6.00 per day at 4.50%

BACKGROUND AND INFORMATION:

Substitute Teachers are a valued and necessary part of our school district. They allow student learning to continue when a regular classroom teacher is absent. All programs throughout the District are affected by an increase in the rate for substitutes. Programs such as Curriculum and Special Education utilize substitutes from our substitute pool for coverage during collaboration and training events. This use is anticipated to increase in future years especially in the area of Common Core training.

Currently Pacific Grove Unified pays substitute teachers full day rates at 6 hours and half day rates which are defined as 3 hours or less. A sub position is considered long-term if the substitute works 16+ consecutive days in the same job.

Substitutes who are qualified by holding an Emergency Permit, qualify based on a BA/BS degree and having passed the State CBEST examination. These substitutes may teach for one teacher not more than 30 days per school year. Substitute teachers who are qualified based on holding a California Teaching Credential, qualify based on a BA/BS degree including a rigorous teacher preparation program.

This item was brought to the Board at two previous Board meetings: October 2, 2014 and November 13, 2014.

OPTIONS:

1. Maintain the current substitute teacher rate as reflected in row (A).
2. Adjust the current substitute teacher rate as recommended in row (B)
3. Provide alternative direction.

FUNDING:

Based on the actual dollar amount of \$205,000 paid to certificated substitute teachers in the 2013-14 school year; the proposed increase for the remainder of the 2014-15 school year and the 2015-16 school year is anticipated as follows:

2014-15: \$4,613

2015-16: \$9,225

SUBJECT: Review of 2013-2014 Audit Report

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board accept the audit report as presented.

BACKGROUND:

Under state law, each public school district is required to have an annual audit performed by an independent audit firm. Results of the audit are presented to the Board for acceptance and submittal to the County Office of Education and the California Department of Education for review.

INFORMATION:

The District's audit was performed by Vavrinek, Trine, Day and Company (VTD). Copies are provided to Board members and may be reviewed on the District website. A representative from the audit firm will be available at the Board meeting to respond to Board questions.

While the audit contains an extensive amount of information concerning the District's finances, some of the major points are:

- 1) Auditor's Opinion (pages 2, 3 and 4) The most important part of the audit report is the auditor's opinion of the District's financial statements. In the first paragraph of page 3, the Auditor's issues an unqualified opinion, where the auditor states, "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position...of Pacific Grove Unified School District, as of June 30, 2014..."
- 2) Audit Findings (pages 76-79) This audit report identifies no financial statement findings for the 2013-14 fiscal year (see page 77). Also, there were no State or Federal Award findings this year (see pages 78 and 79).

The Auditor did make recommendations for two areas that will increase the strength of internal controls in the High School Associated Student Body accounts (page 81) and the Middle School Associated Student Body accounts (page 82).

- 3) Financial Trends and Analysis (page 63) This schedule compares the financial information found in the audit report to information from prior years. The Ending Fund Balance in the General Fund increased by \$151,560 compared to the prior year, but decreased by \$890,731 over the past two years. The District will be able to meet the state requirement to have at least 3.0% in reserves. Enrollment has increased by 7 ADA compared to the prior year.

FISCAL IMPACT:

None.

SUBJECT: Adoption of Resolution #956 – Issuance and Sale of 2014 Election Series A Education Technology Bonds.

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Resolution #956, which will allow the District to issue Education Technology General Obligation Bonds

BACKGROUND:

On November 4, 2014, a bond election was held for the purpose of issuing \$18 million in General Obligation bonds to be expended on education technology. The voters of Pacific Grove voted in favor of the 18-year bond with a 59.79% approval rate. The total votes cast were 6,724, with 4,020 voting yes and 2,704 voting no.

INFORMATION:

This resolution will approve the issuance of Series A of the 2014 election, at an amount not to exceed \$2,500,000. This resolution also approves guidelines and terms relating to the issuance of the bonds.

FISCAL IMPACT:

Will provide approximately \$2,500,000 which will be used for education technology.

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

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF 2014 ELECTION
SERIES A GENERAL OBLIGATION ED TECH® BONDS OF THE DISTRICT IN THE
AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,500,000 AND
APPROVING RELATED DOCUMENTS AND ACTIONS**

RESOLUTION NO. 956

WHEREAS, an election was duly and regularly held in the Pacific Grove Unified School District (the "District") on November 4, 2014, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure A (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$18,000,000 (the "Bonds"), and more than 55% of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the Board of Education of the District is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the Board wishes at this time to authorize the issuance of an initial series of Bonds under the Bond Law for the purpose of financing technology projects authorized under the Bond Measure, designated the Pacific Grove Unified School District 2014 Election, Series A General Obligation Ed Tech® Bonds, in the aggregate principal amount of not to exceed \$2,500,000 (the "Series A Bonds"); and

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

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

SECTION 1 *Approval of Paying Agent Agreement.* The proposed form of Paying Agent Agreement, by and between the District and U.S. Bank National Association (the "Paying Agent"), which is on file with the Clerk of the Board (the "Paying Agent Agreement") is hereby approved, and the Superintendent and Chief Business Official (each, an "Authorized Officer") are hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreement in substantially said form, with said additions thereto (including the insertion of the purchaser, maturity dates, principal amounts and interest rates of the Series A Bonds) and changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Board hereby authorizes the issuance of the Series A Bonds pursuant to the terms of the Paying Agent Agreement, and the performance by the District of its obligations under the Paying Agent Agreement. The selection of U.S. Bank National Association, as Paying Agent is hereby approved and ratified.

SECTION 2. *Sale of Series A Bonds.* The Board hereby authorizes the Series A Bonds to be sold by negotiated sale on a direct placement basis to a qualified institutional buyer (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or to an "accredited investor" as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Institutional Accredited Investor") pursuant to the terms of a Bond Purchase Contract with the purchaser of the Series A Bonds in the form on file with the Clerk of the Board together with any changes therein or additions approved by a District Representative, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that the Bond Purchase Contract shall contain the following terms:

- (i) the Series A Bonds shall bear a rate of interest of not to exceed 8 percent per annum;
- (ii) the Series A Bonds shall have a final maturity date of 30 years or less from the date of issuance; and
- (iii) the Series A Bonds shall have a ratio of total debt service to principal of not to exceed four to one.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series A Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; and (b) a negotiated sale will permit the time schedule for the issuance and sale of the Series A Bonds to be expedited.

SECTION 3. *Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, the firm of Dale Scott & Company, has previously been engaged to act as the District's financial advisor, and the firm of Brandis Tallman LLC has been engaged to perform placement agent services. The estimated costs of issuance associated with the bond sale are _____ of the principal amount of the Series A Bonds, which include bond counsel and disclosure counsel fees, underwriter's counsel fees, financial advisor fees, placement agent fees, rating agency fees, and paying agent fees.

As required pursuant to Section 53509.5 of the Bond Law, after the sale of the Series A Bonds, the Board will present actual cost information for the sale at its next scheduled public meeting.

SECTION 4. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series A Bonds are not used so as to cause the Series A Bonds to satisfy the private business

tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

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

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

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

(e) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Series A Bonds for purposes of paragraph (3) of section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Series A Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2015.

(f) Exemption from Rebate Requirement. The District is a governmental unit with the power to impose taxes of general applicability which, when collected, may be used for general purposes of the District; the Series A Bonds are not private activity bonds within the meaning of section 141 of the Internal Revenue Code of 1986 (the "Code"); and ninety-five percent (95%) of the Net Sale Proceeds of the Series A Bonds are to be used for local governmental activities of the District. The aggregate face amount (or, issue prices, in the case of issues with a net original issue discount or net original issue premium in excess of two percent (2%) of the principal amount of the issue, excluding original issue premium used for reasonable underwriter's compensation) of all tax-exempt obligations (other than private activity bonds as defined in section 141 of the Code) issued by the District, including all subordinate entities of the District and all entities which may issue obligations on behalf of the District, during the calendar year during which the Bonds are being issued, is not reasonably expected to exceed \$15,000,000, of which no more than \$5,000,000 is for other than the construction of public school facilities, excluding, however, that portion of current refunding obligations having a principal amount not in excess of the principal amount of the refunded obligation. By reason of the statements set forth in this subparagraph, the District will not rebate excess investment earnings, if any, to the federal government.

SECTION 5. *Approval of Official Actions to Close Transaction.* The Superintendent, the Chief Business Officer, the Clerk of the Board and any and all other officers of the District are each alone authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other

documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series A Bonds, including specifically a contract for professional services with Jones Hall, A Professional Law Corporation, as bond counsel, Dale Scott & Company as Financial Advisor, and with Brandis Tallman LLC as Placement Agent, the proposed forms of contracts between the District and such firms being on file with the Superintendent. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

SECTION 6. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 22nd day of January, 2015, by the following vote:

(List names of members)

AYES:

NOES:

ABSENT:

President of the Board of Education
Pacific Grove Unified School District

ATTEST:

Clerk of the Board of Education
Pacific Grove Unified School District

PAYING AGENT AGREEMENT

Relating to the Issuance of
\$ _____
Pacific Grove Unified School District
(Monterey County, California)
2014 Election, Series A General Obligation Ed Tech® Bonds

This PAYING AGENT AGREEMENT (this "Agreement"), dated as of _____, 2015, is between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "District") and U.S. BANK NATIONAL ASSOCIATION, as paying agent (the "Paying Agent").

BACKGROUND:

1. An election was duly and regularly held in the Pacific Grove Unified School District (the "District") on November 4, 2014, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure A (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$18,000,000 (the "Bonds"), and more than 55% of the votes cast were in favor of the issuance of the Bonds; and

2. The Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

3. The Board wishes to authorize the issuance of an initial series of Bonds under the Bond Law for the purpose of financing technology projects authorized under the Bond Measure, designated the Pacific Grove Unified School District 2014 Election, Series A General Obligation Ed Tech® Bonds, in the aggregate principal amount of not to exceed \$2,500,000 (the "Series A Bonds").

AGREEMENT:

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Paying Agent formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Agreement, have the meanings given them below, unless the context clearly requires some other meaning.

"Agreement" means this Paying Agent Agreement, as originally entered into and including all amendments hereto and supplements hereof which are duly executed and delivered from time to time in accordance herewith.

"Authorizing Resolution" means Resolution No. _____ adopted by the Board on January 22, 2015, authorizing the issuance of the Series A Bonds.

"Board" means the Board of Education of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, as in effect on the date of adoption hereof and as amended hereafter.

"Business Day" means a day of the year, other than a Saturday or Sunday, on which banks are not closed in the city in which the Principal Office of the Paying Agent is located.

"Closing Date" means _____, 2015, being the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Series A Bonds by the Original Purchaser.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series A Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, counsel to the Original Purchaser, and any other cost, charge or fee in connection with the original issuance and sale of the Series A Bonds.

"Costs of Issuance Custodian" means U.S. Bank National Association.

"Costs of Issuance Account" means the account of that name established and held by the Costs of Issuance Custodian as provided in Section 3.03.

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

"County Treasurer" means the Treasurer-Tax Collector of Monterey County, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County Treasurer under Section 4.03.

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

"District Representative" means the Superintendent, the Chief Business Official of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Agreement and the Bonds.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended thereafter.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest if the return paid by the fund is without regard to the source of investment.

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

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the District as its official fiscal year period pursuant to written notice filed with the Paying Agent and the Owner.

"Institutional Accredited Investor" means an "accredited investor" as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

"Interest Payment Date" means August 1, 2015, and the first day of each succeeding February and August.

"Original Purchaser" means _____, its successor and assigns, as original purchaser of the Series A Bonds on the Closing Date.

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

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

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series A Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Principal Office" means the office or offices of the Paying Agent for the payment of the Series A Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Qualified Institutional Buyer" means a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Bonds under Section 2.08.

"Securities Act" means the Securities Act of 1933, as amended, and the rules, regulations and published interpretations of the Securities and Exchange Commission promulgated thereunder from time to time.

"Series A Bonds" means the Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series A, General Obligation Ed Tech® Bonds, at any time Outstanding under this Agreement.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

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

SECTION 1.02. *Interpretation.*

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

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

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

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

ARTICLE II

TERMS OF BONDS

SECTION 2.01. *Authorization.* The Board has previously authorized the issuance of the Series A Bonds under the Authorizing Resolution. The Series A Bonds shall be issued in the aggregate principal amount of \$_____ under the provisions of the Bond Law and this Agreement for the purpose of financing projects specified in Measure A. The Authorizing Resolution and this Agreement constitute a continuing agreement between the District and the Owners of all of the Outstanding Bonds to secure the full and final payment of principal of and interest on the Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds are designated the "Pacific Grove Unified School District 2014 Election, Series A General Obligation Ed Tech® Bonds".

SECTION 2.02. *Terms of Bonds.*

(a) Form; Numbering. The Series A Bonds shall be issued as fully registered Bonds, in authorized denominations of \$100,000 and whole multiples of \$5,000 in excess thereof, without coupons. Series A Bonds shall be lettered and numbered as the Paying Agent may prescribe.

(b) Date of Bonds. The Series A Bonds shall be dated as of the Closing Date.

(c) Maturities; Interest. The Series A Bonds shall mature on August 1, 2018 and shall bear interest (calculated on the basis of a 360-day comprised of twelve 30-day months) at the rate of ____% per annum.

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

(d) Payment. Interest on the Series A Bonds (including the final interest payment upon maturity or redemption) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Bonds, which written request is on file with

the Paying Agent as of any Record Date, interest on such Series A Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. Principal of and premium (if any) on the Series A Bonds are payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

SECTION 2.03. *Redemption.*

The Series A Bonds are not subject to optional redemption prior to maturity.

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

Sinking Date	Fund	Redemption
		<u>(August 1)</u>

2016		
2017		
2018		

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

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

The Series A Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Series A Bonds to make the insertions and deletions necessary to conform the Series A Bonds to this Agreement.

Only those Series A Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Series A Bonds so registered have been

duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

SECTION 2.06. *Transfer of Bonds.*

(a) Limitations on Transferability.

(i) Ownership of Series A Bonds may be transferred, in whole but not in part, as follows:

- (1) only to a person that is a Qualified Institutional Buyer or Institutional Accredited Investor that is purchasing such Series A Bonds for not more than one account for investment purposes and not with a view to distributing such Series A Bonds, and
- (2) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the District and the Paying Agent a completed and duly executed investor letter (an "Investor Letter") substantially in the form attached hereto as Appendix B, and
- (3) only in denominations authorized in Section 2.02(a) of this agreement.

The District and the Paying Agent may rely conclusively upon the information contained in any Investor Letter.

(ii) No Owner of Series A Bonds shall transfer such Series A Bonds to any person that such Owner does not reasonably believe is a Qualified Institutional Buyer or Institutional Accredited Investor that is purchasing such Bonds for not more than one account for investment purposes and not with a view to distributing such Series A Bonds. The transferor of ownership of Series A Bonds agrees to provide notice to any proposed transferee of such Series A Bonds of the restrictions on transfer described herein.

(iii) Each person to whom ownership of Series A Bonds is transferred pursuant hereto shall be deemed by the acceptance of such ownership to have agreed to be bound by the provisions of this Section.

(iv) The Series A Bonds shall bear a legend describing or referencing the restrictions on transferability set forth in subsection (i) of this subsection.

(b) Transfer Upon Registration Books; New Bonds. Subject to the requirements of subsection (a), any Series A Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series A Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series A Bond issued upon any transfer.

Whenever any Series A Bond or Series A Bonds are surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver a new Series A Bond or Bonds, for like aggregate principal amount. No transfer of Series A Bonds is required to be made (a) 15

days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond that has been selected for redemption.

(c) Additional Information. The District will furnish, upon request, to the Original Purchaser and to prospective purchasers of the Series A Bonds information with respect to the Series A Bonds satisfying the requirements of Rule 144A(d)(4) under the Securities Act. The District may charge a reasonable sum for copying, mailing and handling.

SECTION 2.07. *Exchange of Bonds.* Subject to the transferability restrictions of Section 2.06, Series A Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Series A Bonds of the same maturity. The District may charge a reasonable sum for each new Series A Bond issued upon any exchange (except in the case of any exchange of temporary Series A Bonds for definitive Series A Bonds). No exchange of Series A Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series A Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Series A Bonds on the Registration Books.

ARTICLE III

SALE OF SERIES A BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Issuance of Series A Bonds.* Upon the execution and delivery of this Agreement, the District shall execute and deliver Series A Bonds in the aggregate principal amount of \$_____ to the Paying Agent and the Paying Agent shall authenticate and deliver the Series A Bonds for the account of the Original Purchaser upon receipt of a Written Request of the District therefor.

SECTION 3.02. *Deposit and Application of Proceeds.* On the Closing Date, the proceeds of sale of the Series A Bonds in the amount of \$_____ shall be paid by the Original Purchaser as follows:

- (a) the amount of \$_____ shall be transferred to the County Treasurer for deposit in the Building Fund.
- (b) the amount of \$_____ shall be transferred to the County Treasurer for deposit in the Debt Service Fund
- (c) the amount of \$_____ shall be paid by the Original Purchaser to the Paying Agent, acting as custodian, to be applied to pay Costs of Issuance in accordance with Section 3.03 hereof.

SECTION 3.03. *Costs of Issuance Account.* The Paying Agent shall establish a separate account known as the Costs of Issuance Account. There shall be deposited into the Costs of Issuance Account the amount specified in Section 3.02(c). The moneys in the Cost of Issuance

Account shall be used solely for the purpose of the payment of Costs of Issuance upon receipt by the Paying Agent of invoices approved by the District, on or after the Closing Date. Any funds remaining in the Costs of Issuance Account on _____, 2015, shall be transferred by the Paying Agent to the County Treasurer, for deposit to the Debt Service Fund, and the Costs of Issuance Account shall be closed.

ARTICLE IV

SECURITY FOR THE BONDS; PAYMENT OF DEBT SERVICE

SECTION 4.01. *Security for the Bonds.*

(a) The Series A Bonds are general obligation bonds of the District, and the Board of Supervisors of the County has the power to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series A Bonds and the interest thereon, in accordance with and subject to Sections 15250 and 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series A Bonds are Outstanding in an amount sufficient to pay the principal of and interest and redemption premium (if any) on the Series A Bonds when due, which moneys when collected will be placed in the Debt Service Fund.

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

SECTION 4.02. *Building Fund.*

The County Treasurer shall create and maintain a fund designated as the "Pacific Grove Unified School District, 2014 Election, Series A Building Fund," into which the proceeds from the sale of the Series A Bonds shall be deposited, to the extent required under Section 3.02(a). The County Treasurer shall maintain separate accounting for the proceeds of the Series A Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series A Bonds shall be expended by the District solely for the financing of projects for which the Series A Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series A Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series A Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series A Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 4.03. *Establishment of Debt Service Fund.* The County Treasurer shall establish, hold and maintain, while the Series A Bonds are outstanding, an interest and sinking fund for the Bonds to be designated the "Pacific Grove Unified School District 2014 Election, Series A General Obligation Bond Debt Service Fund" (the "Debt Service Fund"), which shall be maintained by the County Treasurer as a separate account, distinct from all other funds of the District, into which shall be paid on receipt thereof, (i) a portion of the proceeds of the Bonds under Section 3.02(b), and (ii) the proceeds of any taxes levied under Section 4.01.

SECTION 4.04. *Pledge and Application of Debt Service Fund.* The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Series A Bonds when and as the same become due. Amounts in the Debt Service Fund shall be transferred by the County Treasurer to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Series A Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Sections 15232 and 15233 of the Education Code.

If, after payment in full of the Series A Bonds, any amounts remain on deposit in the Debt Service Fund, the County Treasurer shall transfer such amounts to the General Fund of the District as provided in Section 15234 of the Education Code.

Notwithstanding the foregoing, proceeds of the Series A Bonds deposited in the Debt Service Fund will be used solely for interest on the Series A Bonds.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Agreement, or otherwise containing proceeds of the Series A Bonds, shall be acquired and disposed of at the Fair Market Value thereof.

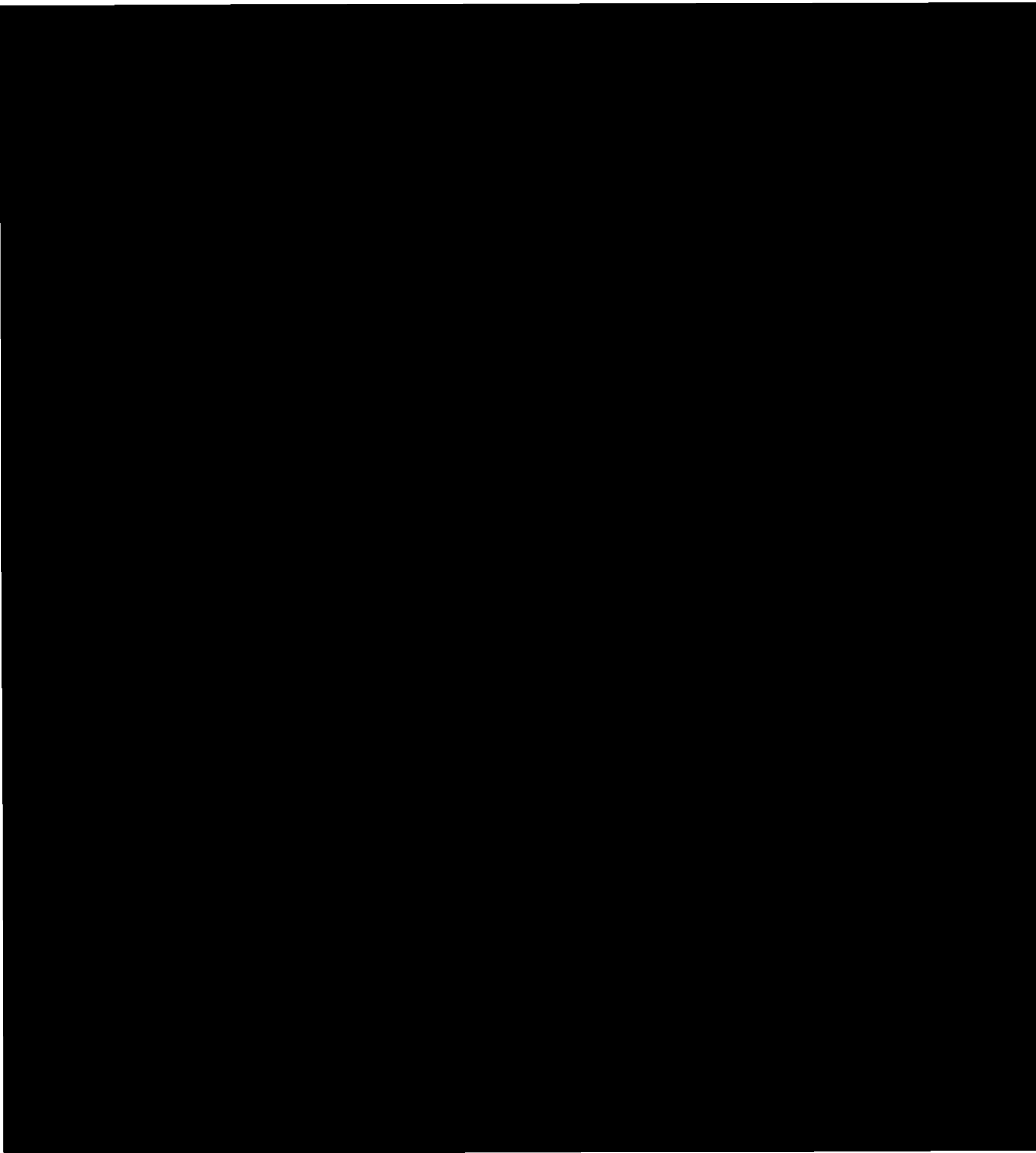
ARTICLE V

FINANCIAL COVENANTS; TAX COVENANTS

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

SECTION 5.02. *Levy for Payment of Bonds.* The District shall take all steps required by law and by the County to ensure that the Board of Supervisors of the County shall annually levy

a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Series A Bonds as and when the same becomes due.



SECTION 5.12. *No Sovereign Immunity.* The District does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under this Agreement. To the extent the District has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the District hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Agreement.

SECTION 5.13. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

SECTION 5.14. *Records Retention.* The District will retain its records of all accounting and monitoring it carries out with respect to the Series A Bonds for at least 3 years after the Series A Bonds mature or are redeemed (whichever is earlier); however, if the Series A Bonds are redeemed and refunded, the District will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Series A Bonds.

SECTION 5.15. *Compliance with Tax Certificate.* The District will comply with the provisions of the Tax Certificate and the Use of Proceeds Certificate with respect to the Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the Bonds.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank National Association, is hereby appointed to act as Paying Agent for the Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series A Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and even during the continuance of an event of default with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Agreement against the Paying Agent.

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

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

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

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

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

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its Department of Finance in the absence of the negligence of the Paying Agent.

No provision of this Agreement requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

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

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

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

in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

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

ARTICLE VII

REMEDIES OF BOND OWNERS

SECTION 7.01. *Events of Default Defined.* The following events constitute events of default hereunder:

- (a) Failure to pay any installment of the principal of any Series A Bonds when due.
- (b) Failure to pay any installment of interest on the Series A Bonds when due.
- (c) Failure by the District to observe and perform any of the other covenants, agreements or conditions on its part contained in this Agreement or in the Series A Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the District by the owners of a majority in aggregate principal amount of the outstanding Series A Bonds; provided, however, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, such failure shall not constitute an event of default if the District institutes corrective action within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (d) The filing by the District of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the District, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

SECTION 7.02. *Remedies of Bond Owners.* Upon the occurrence and during the continuation of event of default, any Bond Owner has the right, for the equal benefit and protection of all Bond Owners similarly situated:

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

SECTION 7.03. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of the Series A Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bond Owners.

ARTICLE VIII

AMENDMENT OF THIS AGREEMENT

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

- (a) To add to the covenants and agreements of the District in this Agreement, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Agreement as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Agreement, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Agreement;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Agreement, which in any event shall not materially adversely affect the interests of the Bond Owners, in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series A Bonds, in the opinion of Bond Counsel filed with the District, the Paying Agent and the Original Purchaser.

Notwithstanding the foregoing provisions of this Section 8.01, so long as any of the Series A Bonds are owned by the Original Purchaser, no amendment under this Section 8.01 shall be effective without the prior written consent of the Original Purchaser.

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

SECTION 8.03. *Prohibited Amendments.* No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series A Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Series A Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits Limited to Parties.* Nothing in this Agreement, expressed or implied, is intended to give to any person other than the District, the County, the Paying Agent, the Original Purchaser and the Owners of the Series A Bonds, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Series A Bonds.

SECTION 9.02. *Defeasance.*

(a) Discharge of Agreement. Provided that the District first obtains written confirmation from the Internal Revenue Service, or an opinion of Bond Counsel in form and substance acceptable to the Owner, which provides that doing so will not adversely affect the tax-exempt status of interest on the Series A Bonds, the Series A Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal of and interest on such Series A Bonds, as and when the same become due and payable;

- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series A Bonds; or
- (iii) by delivering such Series A Bonds to the Paying Agent for cancellation by it.

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

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

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

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

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series A Bonds and all unpaid interest thereon to maturity, except that, in the case of Series A Bonds which are to be

redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series A Bonds and all unpaid interest thereon to the redemption date; or

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

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

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

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

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

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

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District is individually or personally liable for the payment of the principal of or interest on the Series A Bonds. Nothing herein contained relieves any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Indemnification.* The District agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Bonds.* Whenever in this Agreement provision is made for the surrender to the District of any Series A Bonds which have been paid or canceled under the provisions of this Agreement, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series A Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

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

SECTION 9.08. *Payment on Business Days.* Whenever in this Agreement any amount is required to be paid on a day which is not a Business Day, such payment shall be required to be made on the Business Day immediately following such day, provided that interest shall not accrue from and after such day.

SECTION 9.09. *Notices.* Any notice, request, complaint, demand or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District or the Paying Agent may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District:

Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950
Attention: Superintendent

If to the Paying Agent: U.S. Bank National Association
One California Street, Suite 1000
San Francisco, California 94111

If to the Original Purchaser:

SECTION 9.10. *Unclaimed Moneys.* Anything in this Agreement to the contrary notwithstanding, subject to the laws of the State of California, any moneys held by the Paying Agent for the payment and discharge of any of the Series A Bonds which remain unclaimed for two years after the date when such Series A Bonds have become due and payable, either at their stated maturity dates, if such moneys were held by the Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Series A Bonds become due and payable, shall, at the Written Request of the District, be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Series A Bonds; *provided, however,* that before being required to make any such payment to the District, the Paying Agent shall, at the expense of the District, cause to be mailed to the Owners of all such Series A Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the District.

SECTION 9.11. *Execution in Several Counterparts.* This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the District and the Paying Agent shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 9.12. *Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity.* To the fullest extent permitted by law, the District hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Series A Bonds, this Agreement or any documents relating to the Series A Bonds or this Agreement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the District hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law. The District hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to the Series A Bonds or this Agreement.

SECTION 9.13. *Governing Law.* This Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the PACIFIC GROVE UNIFIED SCHOOL DISTRICT has caused this Agreement to be signed in its name by its duly authorized officers and U.S. Bank National Association has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and year first above written.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By _____
Superintendent

**U.S. BANK NATIONAL ASSOCIATION,
*as Paying Agent***

By _____
Authorized Officer

APPENDIX A**FORM OF BOND****REGISTERED BOND NO. 1**

\$_____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**(Monterey County, California)****2014 ELECTION, SERIES A GENERAL OBLIGATION ED TECH® BOND****INTEREST RATE**

_____%

MATURITY DATE:

August 1, 20__

DATED DATE:

_____, 2015

REGISTERED OWNER:**PRINCIPAL SUM:**

THIS BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.06 OF THE PAYING AGENT AGREEMENT. NO TRANSFER, SALE OR OTHER DISPOSITION OF THIS BOND MAY BE MADE EXCEPT TO A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER OR AN INSTITUTIONAL ACCREDITED INVESTOR.

The PACIFIC GROVE UNIFIED SCHOOL DISTRICT (the "District"), located in Monterey County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing August 1, 2015 (each, an "Interest Payment Date"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th calendar day of the month immediately preceding any Interest Payment Date (each, a "Record Date") and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2015, in which event it will bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank National Association. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the preceding Record Date; *provided, however*, that at the written request of the registered owner of any Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date,

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

So long as this Bond is owned by _____ (the "Original Purchaser"), the following shall apply: (a) this Bond is not required to be presented and surrendered to the Paying Agent for payment at any time prior to the final maturity thereof, and (b) the Paying Agent will pay the principal of and interest on this Bond by wire transfer to the Original Purchaser in accordance with the wire transfer instructions provided by the Original Purchaser to the Paying Agent from time to time; provided that principal on this Bond which is payable at maturity shall be made only upon presentation and surrender hereof at the Office of the Paying Agent as set forth in the preceding paragraph.

This Bond is one of a duly authorized issue of bonds of the District designated as "Pacific Grove Unified School District 2014 Election, Series A General Obligation Ed Tech® Bonds" (the "Bonds") in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of _____ of the California Government Code (the "Bond Law"), pursuant to a resolution of the District adopted _____, 2015 (the "Resolution"), authorizing the issuance of the Bonds, and a Paying Agent Agreement dated as of _____, 2015 (the "Paying Agent Agreement") between the District and the Paying Agent. Reference is hereby made to the Resolution and the Paying Agent Agreement (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution and Agreement the Owner of this Bond, by acceptance hereof, assents and agrees.

All capitalized terms herein shall have the same meaning as the capitalized terms in the Paying Agent Agreement. Reference is hereby made to the Paying Agent Agreement (copies of which are on file at the office of the District) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder. Reference is made to the Paying Agent Agreement for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Paying Agent Agreement.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Paying Agent Agreement) are general obligations of the District. Subject to Education Code Section 15250, the Boards of Supervisors of Monterey County has the power and are obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and none of the County, the State of California, any of its political subdivisions, or any of the officers, agents and employees thereof shall be liable

hereon. Except as provided in the Paying Agent Agreement, in no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds are not subject to optional redemption prior to maturity.

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

Sinking Fund Redemption Date (August 1)	Principal Amount To Be Redeemed \$
2016	
2017	
2018	

Ownership of a Bond may be transferred (a) only to a person that is a Qualified Institutional Buyer or Institutional Accredited Investor that is purchasing such Bond for not more than one account for investment purposes and not with a view to distributing such Bond, and (b) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the District and the Paying Agent a completed and duly executed Investor Letter substantially in the form attached as Appendix B to the Paying Agent Agreement. No Owner of a Bond shall transfer such Bond to any person that such Owner does not reasonably believe is a Qualified Institutional Buyer or Institutional Accredited Investor that is purchasing such Bond for not more than one account for investment purposes and not with a view to distributing such Bond. Any Owner effecting a transfer of a Bond shall, and does hereby agree to, indemnify the District and the Paying Agent against any liability that may result if such transfer is not made in accordance with this provision of the Paying Agent Agreement. The transferor of ownership of a Bond agrees to provide notice to any proposed transferee of such Bond of the restrictions on transfer described in the Paying Agent Agreement.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, without limitation as to rate or amount, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the County, the District and the Paying Agent shall not be affected by any notice to the contrary.

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By _____

President
Board of Education

Attest:

Clerk, Board of Education

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Paying Agent Agreement referred to herein.

Date of Authentication:
_____, 2015

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By: _____
Authorized Signatory

ASSIGNMENT

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

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

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

Dated: _____

Signature Guaranteed:

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

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

APPENDIX B

FORM OF INVESTOR LETTER

Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950

Re: \$_____ Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series A General Obligation Ed Tech® Bonds

Ladies and Gentlemen:

The undersigned (the "Purchaser") is purchasing all of the outstanding Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series A General Obligation Ed Tech® Bonds (the "Bonds"). The terms of the Bonds are specified in the Paying Agent Agreement dated as of _____, 2015 (the "Paying Agent Agreement"), by and between the Pacific Grove Unified School District (the "District") and U.S. Bank National Association, as paying agent (the "Paying Agent"). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Paying Agent Agreement.

The Purchaser hereby certifies, represents, warrants, acknowledges, and covenants as follows:

- (a) The Purchaser understands and acknowledges that the District will rely on the certifications, representations, warranties, acknowledgements, and covenants contained in this Investor Letter.
- (b) The Purchaser is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to purchase the Bonds.
- (c) The Purchaser (MARK OR INDICATE APPROPRIATELY):
 - ☐ is a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or
 - ☐ is an "accredited investor" as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Institutional Accredited Investor").
- (d) The Purchaser is not purchasing the Bonds for more than one account, has no present intention to resell the Bonds, and is not purchasing the Bonds with a view to distributing the Bonds.
- (e) The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations similar to the Bonds, to be capable of evaluating the merits and risks of an

investment in the Bonds, and the Purchaser is able to bear the economic risks of such an investment.

(f) The Purchaser recognizes that an investment in the Bonds involves significant risks, that there is no established market for the Bonds and that none is likely to develop and, accordingly, that the Purchaser must bear the economic risk of an investment in the Bonds for an indefinite period of time.

(g) The Purchaser understands and agrees that it may resell or otherwise transfer the Bonds in whole, and not simply a portion thereof, only to an institution that (i) the Purchaser reasonably believes is either (x) a Qualified Institutional Buyer or (y) an Institutional Accredited Investor and is purchasing the Bonds for its own account, (ii) delivers to the District an executed Investor Letter substantially in the form hereof, and (iii) otherwise complies in all respects with the provisions of the Paying Agent Agreement regarding such sale or transfer.

(h) The Purchaser is not relying upon the District, the Paying Agent, or any of their affiliates or employees for advice as to the merits and risks of investment in the Bonds. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

(i) The Purchaser has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning the District, the Paying Agent, the Paying Agent Agreement, the Bonds, and the security therefor, and the transactions and documents related to or contemplated by the foregoing.

(j) The Purchaser has been furnished with all documents and information regarding the District, the Paying Agent, the Paying Agent Agreement, the Bonds, and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it has requested.

(k) The Purchaser understands that the offering and sale of the Bonds by the District to the initial purchaser were exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d)(1)(i) of said Rule.

(l) The Purchaser understands that the Bonds carry no rating from any rating service.

(m) The Purchaser understands that the Bonds are not registered under the Securities Act and are not registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state.

(n) The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

IN WITNESS WHEREOF, the Purchaser has executed this Investor Letter as of the date set forth below.

Dated: _____

Very truly yours,

[Printed Name of Purchaser]

By: _____

Name: _____

Title: _____

\$ _____
**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(MONTEREY COUNTY, CALIFORNIA)
2014 ELECTION, SERIES A GENERAL OBLIGATION ED TECH® BONDS**

BOND PURCHASE CONTRACT

_____, 2015

Board of Education
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950

Ladies and Gentlemen:

The undersigned, _____ (the "Purchaser"), does hereby offer to enter into this Bond Purchase Contract (the "Purchase Contract") with the Pacific Grove Unified School District, a school district organized and existing under the laws of the State of California (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Purchaser. This offer is made subject to acceptance by the District prior to 11:59 p.m., California time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the basis of the representations, warranties and covenants herein set forth, the Purchaser hereby agrees to purchase from the District for its own account, and the District hereby agrees to sell to the Purchaser, all (but not less than all) of the \$ _____ aggregate principal amount of the District's 2014 Election, Series A General Obligation Ed Tech® Bonds (the "Bonds"), at a purchase price of \$ _____ (representing the principal amount of the Bonds).

Section 2. The Bonds. The Bonds shall (a) be dated the date of their delivery (the "Closing Date"), (b) mature on the date(s), in the year(s), and accrue interest computed at the rate(s) as set forth in Exhibit A hereto, and (c) be subject to redemption as set forth in Exhibit A hereto, which is incorporated herein by reference.

In all other respects, the Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the Resolution of the Board of Education of the District adopted on _____, 2015 (the "Resolution"); and Article 4.5 of Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code and other applicable law (collectively, the "Act"). All capitalized terms used herein without definition shall have the meanings given to them in the Resolution.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolution and authenticated by U.S. Bank National Association, as the paying agent (the "Paying Agent") under a Paying Agent Agreement, dated

as of _____, 2015 (the "Paying Agent Agreement") by and between the District and the Paying Agent.

The District has determined that it is in its interest to and hereby does appoint U.S. Bank, National Association as Paying Agent.

Section 3. Provision of District Information. The District has provided certain information to the Purchaser in connection with the Purchaser's consideration of an investment in the Bonds.

Section 4. Continuing Disclosure. The District and the Purchaser acknowledge that the Bonds are exempt from the requirements of Paragraph (b)(5)(i) of the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12) (the "Rule").

Section 5. Representations, Warranties and Covenants of the District. The District represents, warrants and covenants to the Purchaser that:

(a) Due Organization. The District is and will be on the Closing Date a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act, to adopt the Resolution and to enter into this Purchase Agreement.

(b) Enforceability of Documents. (i) At or prior to the Closing Date, the District will have taken all action required by it to authorize the issuance and delivery of the Bonds; (ii) the District has all necessary power and authority to execute and deliver this Purchase Contract, and the Paying Agent Agreement; to adopt the Resolution; to issue and to deliver the Bonds; to perform its obligations under each such document or instrument (collectively, the "District Documents"); and to carry out and effectuate the transactions contemplated by the District Documents; and (iii) when duly authenticated by the Paying Agent, the Bonds will constitute legally valid and binding obligations of the District, enforceable against the District in accordance with their terms except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(c) Authorization. By official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the execution and delivery of the District Documents, the performance by the District of the obligations on its part contained therein and the consummation by the District of all other transactions contemplated by the Resolution and this Purchase Contract.

(d) No Conflicts. The issuance of the Bonds, the adoption of the Resolution, the execution and delivery of the other District Documents, and compliance with the provisions on the District's part contained herein and therein will not conflict with or constitute a breach of or default under the Constitution of the State of California, any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of

any nature whatsoever upon any of the properties or assets of the District under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument.

(e) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best knowledge of the District, threatened against the District (i) affecting the existence of the District or the titles of its officers required to approve or sign documents necessary for the delivery of the Bonds, to their respective offices or seeking to prohibit, restrain or enjoin the issuance of the Bonds or the execution and delivery of the Paying Agent Agreement or this Purchase Contract; (ii) affecting delivery of the Bonds; (iii) in any material way contesting or affecting the validity or enforceability of the Bonds or any other District Document, (iv) contesting the powers of the District or its authority to enter into, adopt or perform its obligations under any of the foregoing, including, but not limited to, the consummation of the transactions contemplated in this Purchase Contract, (v) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the *ad valorem* tax authorized to be levied to pay the principal of and interest on the Bonds, or the application thereof, or (vi) wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or any other District Document, or in which a final adverse decision could materially adversely affect the operations of the District the exclusion of the interest paid on the Bonds from gross income for federal tax purposes and the exemption of such interest from California personal income taxation.

(g) Tax Covenants. The District covenants that it will take any and all action and will cause any and all action to be taken in order to ensure compliance with the provisions contained in the tax certifications described in Section 7(b)(iii)(I) hereof.

(h) No Violation of Debt Limitation. To the best knowledge of the District, it has not been, is not presently and, as a result of the sale, issuance and delivery of the Bonds, will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution that would materially adversely affect the District's obligations under this Purchase Contract.

(i) Security for the Bonds. The Bonds are general obligations of the District, and the District has the power to direct the County of Monterey (the "County") to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code of the State of California.

(j) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended (the "Tax Code"), with respect to the Bonds, and

the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds.

(k) Bank Qualified. The Bonds are eligible for designation as "qualified tax-exempt obligations" under Section 265(b)(3) of the Tax Code.

(l) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Purchaser, the District will not have issued any bonds, notes or other obligations for borrowed money.

(m) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Purchaser shall be deemed a representation and warranty by the District to the Purchaser, but not by the person signing the same, as to the statements made therein.

(n) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Purchaser with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Purchaser.

(o) Purchaser Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Purchaser is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Purchaser, for its own account.

(p) Sovereign Immunity. The District does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under the Resolution or otherwise with respect to the Bonds. To the extent the District has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the District hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to the Resolution or otherwise with respect to the Bonds.

Section 6. Representations, Warranties and Covenants of the Purchaser. The Purchaser represents to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The Purchaser is a "Qualified Institutional Buyer" and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a purchase of the Bonds.

(b) The Purchaser has conducted its own investigation into the merits and risks of an investment in the Bonds and has received, or been afforded access to, from the District or otherwise, all the information it deems necessary to make an investment decision with regard to the Bonds.

Section 7. Conditions to Closing. The Purchaser has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Purchaser's obligations under this Purchase Contract are and shall be subject to the following further conditions as of the Closing Date:

(a) From the time of the execution and delivery of this Purchase Contract to the Closing Date, there shall not have been any (i) material adverse change in the financial condition or general affairs of the District; (ii) event, court decision, proposed law or rule that may have the effect of changing the federal income tax incidents of the Bonds or the contemplated transactions; (iii) international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the value of the Bonds to the Purchaser; or (iv) a statement released by any rating agency regarding a downgrading, suspension or withdrawal of any rating on any bonds of the District which, in the reasonable opinion of the Purchaser, materially and adversely affects the value of the Bonds to the Purchaser.

(b) The Purchaser hereby enters into this Agreement in reliance upon its own due diligence and the representations and warranties of the District contained herein and the representations and warranties to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District and the Paying Agent of their respective obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Purchaser under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be subject, at the option of the Purchaser, to the accuracy in all material respects of the representations and warranties of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District and the Paying Agent made in any certificate or document furnished pursuant to the provisions hereof, to the performance by the District and the Paying Agent of their respective obligations to be performed hereunder and under the District Document, at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(i) At the Closing Date, the District Documents shall have been duly authorized, executed and delivered by the respective parties thereto, all in substantially the forms heretofore submitted to the Purchaser, with only such changes as shall have been agreed to in writing by the Purchaser, and shall be in full force and effect, and the District shall perform or have performed all of its obligations required under or specified in the Resolution or this Purchase Contract, to be performed at or prior to the Closing;

(ii) On the Closing Date, all necessary action of the District relating to the execution and delivery of the Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented; and

(iii) At or prior to the Closing Date, the Purchaser shall have received the following documents, in each case satisfactory in form and substance to the Purchaser:

(A) Bond Opinion. The unqualified approving opinion of Bond Counsel, dated the Closing Date, addressed to the District, as to the validity of the Bonds and the tax-exempt status of the Bonds substantially in the form set forth in Exhibit B to this Purchase Contract;

(B) Reliance Letter. A reliance letter from Bond Counsel permitting the Purchaser to rely upon the approving opinion referred to in subparagraph 7(b)(iii)(A), above;

(C) Supplemental Opinion. A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, to the effect that:

(1) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(2) assuming due authorization, execution and delivery by the Purchaser, the Resolution, this Purchase Contract and the Paying Agent Agreement have been duly authorized, executed and delivered by the District and constitute the legal, valid and binding agreements of the District, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against school districts in the State of California and except that no opinion is expressed with respect to any indemnification or contribution provisions contained in this Purchase Contract; and

(3) no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the District of this Purchase Contract or the consummation by the District of the other transactions contemplated by such agreement (provided no opinion need be expressed as to any action required under the state securities or blue sky laws in connection with the purchase of the Bonds by the Purchaser).

(D) Certificate of the District. A certificate signed by a duly authorized official of the District to the effect that (A) this Purchase Contract, the Bonds, and the Paying Agent Agreement have been duly executed and delivered, (B) the representations, warranties and covenants of the District herein are true and correct in all material respects as of the Closing Date, and (C) the District has complied with all the terms of the District Documents to be complied with by the District prior to or concurrently with the Closing Date and such documents are in full force and effect;

(E) Resolution. A certificate of the Superintendent of the District or his designee, together with a fully executed copy of the Resolution, to the effect that, (i) such copy is a true and correct copy of the Resolution; and (ii) the Resolution is duly adopted and has not been modified, amended, rescinded or revoked except as provided herein, and is in full force and effect on the date of the Closing;

(F) Purchase Contract. An executed copy of this Purchase Contract;

(G) Investor Letter. An executed copy of the Investor Letter in substantially the form attached as Exhibit B to the Paying Agent Agreement;

(H) Tax Certifications. Tax certifications by the District in form and substance acceptable to Bond Counsel;

(I) CDIAC. Copies of preliminary filings with the California Debt and Investment Advisory Commission ("CDIAC") relating to the Bonds;

(J) Paying Agent Agreement. An executed copy of the Paying Agent Agreement;

(K) Paying Agent Certificate. A certificate of the Paying Agent relating to the execution of the Paying Agent Agreement;

(L) Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Purchaser may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations contained herein and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

Section 8. Additional Closing Conditions for the District. The District has entered into this Purchase Contract in reliance upon the representations and warranties of the Purchaser contained herein and the performance by the Purchaser of its obligations hereunder, both as of the date hereof and as of the Closing Date. The respective obligations of the District hereunder are and shall be subject to the receipt of the Purchaser, in form satisfactory to the District and signed by an authorized officer of the Purchaser, confirming delivery of the Bonds to the Purchaser and the satisfaction of all conditions and terms of this Purchase Contract by the District and confirming to the District that as of the Closing Date all of the representations of the Purchaser contained in this Purchase Contract are true and correct in all material respects.

Section 9. Termination. All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if they are in form and substance satisfactory to the Purchaser. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Purchaser. The performance of any and all obligations of

the District hereunder and the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in the Purchaser's sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Purchaser to purchase, accept delivery of and pay for the Bonds contained in this Agreement, or if the obligations of the Purchaser to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate, and neither Purchaser nor the District shall be under further obligation hereunder; provided, however, that the respective obligations of the District and the Purchaser set forth in Section 10 hereof shall continue in full force and effect.

Section 10. Expenses. The fees and disbursements of Bond Counsel, the fees and disbursements of the financial advisor to the District, the fees and disbursements of Placement Agent, the cost of preparing the Bonds, CDIA fees, the fees of the Paying Agent for the Bonds, fees of Purchaser's Counsel, fees of the Verification Agent and other miscellaneous expenses of the District incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the District. The Purchaser shall have no responsibility for any expenses associated with the issuance of the Bonds, including, but not limited to, the expenses identified above as the obligation of the District.

Section 11. Applicable Law. This Purchase Contract shall be governed by the laws of the State of California, exclusive of the choice of law provisions thereof.

Section 12. (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE DISTRICT AND THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PURCHASE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE DISTRICT FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION 12, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE PURCHASER TO ENTER INTO THIS PURCHASE CONTRACT.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the parties agree to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Purchase Contract to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the parties cannot agree upon a referee, the referee will be appointed by the court. The District shall be solely responsible to pay all fees and expense of any referee appointed in such action or proceeding.

Section 13. Parties in Interest; Survival of Representations and Warranties. This Purchase Contract is made solely for the benefit of the District and the Purchaser (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or

by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser and shall survive the delivery of and payment for the Bonds.

This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

as Purchaser

By: _____

Name: _____

Title: _____

The foregoing is hereby accepted and
agreed to as of the date first above written:

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____ Superintendent

EXHIBIT A

\$ _____
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(MONTEREY COUNTY, CALIFORNIA)
2014 ELECTION, SERIES A GENERAL OBLIGATION ED TECH® BONDS

- a. Purchase Price: \$_____.
- b. Principal Amount: \$_____.
- c. Denomination: \$100,000 each, or any integral multiple of \$1,000 in excess thereof.
- d. Form: The Bonds shall be delivered in the form of a single, certificated, fully registered Bond in the full principal amount, without coupons, dated as of the date of issuance thereof, and shall be registered in the name of _____. The Bonds shall be delivered to the Purchaser at closing.
- e. Interest Payable: August 1 and February 1 of each year, commencing August 1, 2015.
- f. Maturity Schedule and Interest Rate: Maturing August 1, 2018 and bearing interest at the rate per annum of _____%, with mandatory sinking fund redemption as follows.

Sinking Fund	
Redemption Date	Principal

- g. Redemption: The Bonds are not subject to optional redemption prior to maturity.
- h. Closing Date: _____, 2015, or such other date mutually agreed to by the District and the Purchaser.
- i. Delivery: Payment shall be made by wire transfer to the Paying Agent of the Purchase Price on the Closing Date. Delivery of the Bonds shall be made to the Purchaser at Closing and delivery of the other documents shall be made at the offices of Jones Hall APLC, 475 Sansome St., Suite 1700, San Francisco, California 94111, or such other place as shall have been mutually agreed upon by the District and the Purchaser.

EXHIBIT B
FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2015

Board of Education
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950

OPINION: \$_____ Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series A General Obligation Ed Tech® Bonds

Members of the Board of Education:

We have acted as bond counsel to the Pacific Grove Unified School District (the "District") in connection with the issuance by the District of its Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series A General Obligation Ed Tech® Bonds in the aggregate principal amount of \$_____ (the "Bonds"), pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and a resolution of the Board of Education of the District (the "Board") adopted on _____, 2015 (the "Resolution"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Resolution and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The District is duly established and validly existing as a school district with the power to enter into the Resolution, to issue the Bonds and to perform its obligations under the Resolution.
2. The Resolution has been duly approved by the Board and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. The Bonds have been duly authorized, executed and delivered by the District and are valid and binding general obligations of the District, and the Board of Supervisors of Monterey County is obligated under the laws of the State of California to cause to be levied a

tax without limit as to rate or amount upon the taxable property in the District for the payment when due of the principal of and interest on the Bonds.

4. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings, and the Bonds are "qualified tax-exempt obligations" within the meaning of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Tax Code"), and, in the case of certain financial institutions (within the meaning of section 265(b)(5) of the Tax Code), a deduction is allowed for 80 percent of that portion of such financial institutions' interest expense allocable to interest payable on the Bonds. The opinions set forth in the preceding sentences are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986 which must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The District has covenanted in the Resolution and in other instruments relating to the Bonds to comply with each of such requirements; and the District has full legal authority to make and comply with such covenants. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

A Professional Law Corporation

SUBJECT: Approval of Sale of Measure A Bonds by Direct Placement

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the option of Direct Placement for the sale of Measure A Bonds.

BACKGROUND:

There are two options for the sale of the District's first issuance of Measure A bonds. The first option is a Public Competitive Bid, which requires an underwriter, a formal rating review and additional disclosure documentation. The second option is a Direct Placement, which solicits bids from five to ten commercial banks and does not require an underwriter or formal rating and as a result, allows for access to funding sooner, and at a lower cost than the Public Bid process.

INFORMATION:

The District estimates that the Direct Placement option would save approximately \$53,000 in issuance costs, which include the costs of the preparation of disclosure documentation, rating review and underwrite fees. It is possible that the interest rate on the issuance might be higher with the Direct Placement, but the cost savings listed above would result in a net savings 0.80%, making Direct Placement the least expensive option.

Please see the attached memo from Dale Scott & Co, which explains the two options in more detail.

FISCAL IMPACT:

The costs of either of the two options are included in the Measure A bond funding, and do not impact the District's funds.

\$ _____
**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2014 ELECTION, SERIES A GENERAL OBLIGATION ED TECH® BONDS**

PLACEMENT AGENT AGREEMENT

_____, 2015

Board of Education
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950

Ladies and Gentlemen:

The undersigned, Brandis Tallman LLC (the "Placement Agent"), acting on its own behalf and not as a fiduciary or agent of any other party, offers to enter into the following agreement (this "Agreement") with the Pacific Grove Unified School District (the "District"), which, upon acceptance by the District, will be binding upon the District and the Placement Agent. Capitalized terms that are used in this offer and not otherwise defined herein shall have the respective meanings ascribed to them in the Resolution of the District, adopted _____, 2015 (the "Resolution") and the Paying Agent Agreement between the District and U.S. Bank, National Association dated _____, 2015.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Placement Agent and District hereby agree as follows:

1. Appointment of Placement Agent; Placement of the Bonds.

(i) The District hereby appoints the Placement Agent to act, and the Placement Agent hereby agrees to act, as the exclusive placement agent for the District in connection with the direct placement of its Pacific Grove Unified School District, 2014 Election, Series A General Obligation Ed Tech® Bonds (the "Bonds"), and the Placement Agent hereby accepts such appointment.

The Bonds shall be issued in the principal amount and shall bear interest at the rate set forth as provided in the Paying Agent Agreement, and shall be issued in fully registered form, in the authorized denominations of \$100,000 and whole multiples of \$5,000 in excess thereof. The Bonds shall bear interest payable from the date thereof and such interest shall be payable on each February 1 and August 1, commencing August 1, 2015.

As compensation for its services hereunder, the Placement Agent shall charge a

fee equal to \$ _____. At the closing of any such sale, the District shall pay or cause to be paid such fee to the Placement Agent by wire transfer or immediately available funds. The above fee does not include any services the Placement Agent may render in the future to the District with respect to any offering or placement of municipal securities other than the Bonds.

(ii) The District understands that the Placement Agent will be acting as an independent contractor of the District in the offering and sale of the Bonds and agrees that, in connection therewith, the Placement Agent will use its "best efforts" to place the Bonds, and the District hereby retains the Placement Agent as the exclusive agent of the District to offer and place, on an all or none basis. This Agreement shall not give rise to any expressed or implied commitment by the Placement Agent to purchase or place any of the Bonds.

(iii) The Placement Agent has the right to use or to disclose any information, including, but not limited to, the legal documents prepared in connection with the issuance of the Bonds: (i) which is, at the time of disclosure, generally known or available to the public (other than as a result of a breach of this Agreement); (ii) which becomes, at a later date, generally known or available to the public through no fault of the Placement Agent and then only after said later date; (iii) which is disclosed to the Placement Agent in good faith by a third party who, to Placement Agent's knowledge, has an independent right to such information and is under no known obligation not to disclose it to the Placement Agent; (iv) which is possessed by the Placement Agent, as evidenced by such Placement Agent's written or other tangible evidence; (v) to the extent expressly required by any governmental, judicial, supervisory or regulatory authorities pursuant to federal or state law, subpoena or similar legislative, administrative or judicial process; or (vi) the use of which is consented to by the express prior written consent of an authorized representative of the District.

(iv) The Paying Agent Agreement and the Bonds shall contain provisions limiting transfers of the Bonds to (i) "qualified institutional buyers" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act") and (ii) "accredited investors" as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (collectively, the "Approved Buyers"). In addition, the face of each Bond shall contain a legend to the effect that such Bond can only be sold to Approved Buyers. The Placement Agent shall, on a "best efforts" basis, make offers and placements of the Bonds solely to persons whom it reasonably believes to be Approved Buyers (each such purchaser herein referred to as a "Purchaser") and shall deliver to (i) the District a completed and duly executed Investor Letter substantially in the form attached as Exhibit B to the Paying Agent Agreement, and (ii) to the District a subscription agreement, bond purchase agreement or commitment letter (each such subscription agreement, bond purchase agreement or commitment letter herein referred to as a "Bond Purchase Agreement") from Purchasers to purchase Bonds in form and substance satisfactory to the District. The Placement Agent hereby acknowledges that the Bonds shall initially be sold to no more than 35 Approved Buyers. There is no assurance that any or all of the Bonds will be sold, and the Placement Agent is under no obligation to purchase any of the Bonds on its own behalf or on behalf of others.

(v) The District shall (i) allow each Purchaser an opportunity to conduct its own independent examination of, and ask questions and receive answers concerning, the District, the Paying Agent, the Paying Agent Agreement, the Bonds, and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and (ii) furnish each Purchaser with all documents and information regarding the District, the Paying Agent, the Paying Agent Agreement, the Bonds, and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that

such Purchaser requests.

(vi) The District acknowledges and agrees that (i) arranging for Approved Buyers to purchase the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Placement Agent, (ii) in connection with such transaction, the Placement Agent is acting solely as a principal and not as an agent or a fiduciary of the District, (iii) the Placement Agent has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to (x) the placement of the Bonds or the process leading thereto (whether or not the Placement Agent has advised or is currently advising the District on other matters), or (y) any other obligation to the District except the obligations expressly set forth in this Agreement, and (iv) the District has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the placement of the Bonds. The District agrees that it will not claim that the Placement Agent has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the District in connection with such transaction or the process leading thereto. The Placement Agent is not acting as a municipal advisor as defined in Section 15B of the Securities Exchange Act of 1934, as amended, in connection with the matters contemplated by this Agreement.

2. Covenants, Representations and Warranties of the District. The District represents, warrants and agrees as follows:

(i) the District is, and will be at the Closing Date, a duly organized, validly existing and operating school district pursuant to the laws of the State of California (the "State") with full power and authority to observe and perform the covenants and agreements set forth in this Agreement;

(ii) by official action of the District, prior to or concurrently with the acceptance hereof, the District (a) has duly adopted a resolution authorizing and approving the execution and delivery of this Agreement, and the performance of its obligations contained herein, and (b) such resolution is in full force and effect and has not been amended or supplemented as of the date hereof;

(iii) the execution and delivery of this Agreement and compliance with the provisions on the District's part contained herein do not and will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, statute, indenture, mortgage, deed of trust, bond, note, resolution, agreement or other instrument to which the District is a party or by which the District is bound;

(iv) any certificate signed by an authorized officer of the District and delivered to the Placement Agent shall be deemed a representation and warranty by the District in connection with this Agreement to the Placement Agent as to the statements made therein for the purposes for which such statements are made;

(v) The District represents that the Bonds are exempt from registration pursuant to Section 3(a)(2) of the United States Securities Act of 1933, as amended (the "Act"); and

(vi) The District agrees promptly from time to time to take such action as the Placement Agent may reasonably request to qualify, if such qualification is necessary, the Bonds for offering and sale as a direct placement under the securities laws of such States as

the Placement Agent may reasonably request, and the District further agrees to comply with such laws so as to permit such offers and sales. Any applicable filings will be prepared by the District's counsel, whose fees and disbursements in connection therewith shall be for the account of the District.

3. Reliance. The District recognizes that, in providing services under this Agreement, the Placement Agent will rely upon and assume the accuracy and completeness of the financial, accounting, tax and other information discussed with or reviewed by the Placement Agent for such purpose, and the Placement Agent does not assume responsibility for the accuracy and completeness thereof. The Placement Agent will have no obligation to conduct any independent evaluation or appraisal of the assets or the liabilities of the District or any other party or to advise or opine on related solvency issues. Nothing in this Agreement is intended to confer upon any other person (including creditors, employees or other constituencies of the District) any rights or remedies hereunder or by reason hereof.

4. Termination. The Placement Agent's authorization to carry out its duties hereunder may be terminated by the District or the Placement Agent at any time with or without cause, effective upon receipt of written notice to that effect by the other party.

5. Notices. Any notice or other communication to be given to any of the parties to this Agreement may be given by delivering the same in writing as follows: to the District at 435 Hillcrest Avenue, Pacific Grove, California 93950, Attention: Superintendent; and to the Placement Agent at Brandis Tallman LLC, 22 Battery Street, Suite 500, San Francisco, CA 94111.

6. Survival of Representations, Warranties and Agreements. This Agreement is made solely for the benefit of the District and the Placement Agent, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the District contained in this Agreement shall remain operative and in full force and effect regardless of delivery of any payment for the Bonds.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8. Effectiveness. This Agreement shall become effective upon the execution of the acceptance hereof by a duly authorized signatory of the District, which acceptance hereof shall be indicated on the signature page hereof, and shall be valid and enforceable as of the time of such acceptance. This Agreement may be executed by facsimile transmission and in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. No Prior Agreements. This Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of the Bonds.

Very truly yours,

BRANDIS TALLMAN LLC

By: _____
Authorized Representative

The foregoing is hereby agreed to and
accepted as of the date first above written:

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

SUBJECT: Elementary Principal Salary Schedule

PERSON RESPONSIBLE: Billie Mankey, Director II, Human Resources

RECOMMENDATION:

The Administration recommends that the Board review and approve, or provide direction to Administration with changes to the Elementary Principal Salary Schedule reflecting an increase in calendar days from 210 to 215 effective the 2015-16 school year.

BACKGROUND AND INFORMATION:

With each position that becomes vacant we analyze and conduct a needs assessment.

Currently the Elementary Principal Salary Schedule is paid at 210 days per year. This is the lowest number of work days for a principal position in our district and mirrors the Assistant Principal positions. As a stand-alone position and noting the increase in position duties some of which include but are not limited to Common Core implementation and new testing requirements, the increase in days from 210 to 215 to the Elementary Principal position is warranted.

OPTIONS:

1. Approve as recommended.
2. Provide alternative direction.

FUNDING:

Approximately \$4,000 per position.

	PACIFIC GROVE UNIFIED SCHOOL DISTRICT MANAGEMENT SALARY SCHEDULE 2014/2015								
POSITION	WK YEAR	1	2	3	4	5	6	7	8
CERTIFICATED MANAGEMENT									
High School Principal	220	130,032	133,287	136,532	139,790	143,034	146,287	149,537	154,023
**Adult School Principal	220	121,686	124,727	127,773	130,809	133,854	136,896	139,934	144,135
Middle School Principal	215	120,425	123,435	126,447	129,457	132,469	135,477	138,488	142,644
Elementary Principal	210	116,621	119,541	122,456	125,369	128,284	131,201	134,230	138,141
	215	119,398	122,396	125,370	128,355	131,392	134,325	137,425	142,087
High/ Middle Asst. Principal	210	114,462	117,323	120,183	123,048	125,910	128,769	131,626	135,575
**Adult School Asst. Principal	220	113,530	116,367	119,204	122,047	124,885	126,834	130,555	134,472
Summer School Principal	24	8,628	8,939	9,154	9,371	9,592	9,812	10,028	10,328
Curriculum/Sp Proj Director	210	114,462	117,323	120,183	123,048	125,910	128,769	131,626	135,575
Student Services Director	220	121,686	124,727	127,773	130,809	133,854	136,896	139,934	144,135
CLASSIFIED MANAGEMENT									
Human Resources Director II	225	122,476	125,535	128,596	131,660	134,723	137,783	140,840	145,065
Nutrition Director	220	76,200	79,485	82,767	86,051	89,336	92,620	95,904	99,190
Director Educational & Informational Technology	225	97,008	98,016	99,036	100,065	101,108	102,159	103,220	104,294
Director Facilities & Transportation	225	105,807	108,520	111,303	114,157	117,011	119,936	122,934	126,007
Health Allowance payment \$3872.21									
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.									
Longevity to be instituted in the 2006-07 school year, requires years to be served in Management capacity in PGUSD.									
	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)					
** 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 10/11									
Nutrition Director added 2006/2007 Dir. Fac. & Trans added 10/30/2014									
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									
Increase of 1.45% effective 7-1-2012,									
2013-2014 Effective July 1, 2013 Classified Mangement salaries were increase 7% and employees will pay their own									
PERS contributions.									
Increase of 2.25% effective 7-1-2013,Increase of 2.25% effective 7-1-2014								REV # 2	

SUBJECT: Board Policy and Regulation 5144.1 Suspension and Expulsion/Due Process for First and/or Final Reading

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and adopt, or provide feedback to Administration on the revised Suspension and Expulsion/Due Process Board Policy and Regulation §5144.1.

BACKGROUND:

Board Policies and accompanying Administrative Regulations are often reviewed and revised based on changing statutes in the California Education Code, new legal findings and changes in practice. Policy and Regulation 5144.1 deals specifically with due process and protocols involving student discipline. Revisions to these policies and regulations have been recommended and vetted by legal counsel.

INFORMATION:

Revisions to the Policy and Regulation 5144.1 include the following. The removal of provisions requiring parents or guardians to attend a portion of the school day when their child has been removed from a class for specified behaviors, the District has not engaged in this practice for several years as it is not a legal requirement and thus the schools were having difficulty trying to enforce parents to attend.

The updated policy reflects changes in the law following passage of AB 420, which limits school districts' ability to suspend and prohibits districts from expelling a student for disrupting school activities or committing an act of willful defiance. Specifically, the bill eliminates suspensions for disruption and willful defiance for students in kindergarten through third grade. Additionally, school districts no longer have the authority to recommend expulsion based solely on disruption and willful defiance for students of any grade level.

Policy changes also include aligning with the requirements of Ed. Code 48900.5 which, as amended by AB 1729, reflect the Legislature's intent that student discipline should be imposed in such a way that, as much as possible, students are not excluded from learning. Specifically, Section 48900.5 provides that suspension, including supervised suspension, should be imposed only when other means of correction have failed.

The policy also includes the addition of bullying to the list of grounds for suspension and expulsion. (Ed. Code 48900(r).)

"Zero tolerance" language was removed from the policy. The California Attorney General has opined that a school district's zero tolerance policy must still consider expulsion recommendations on a case-by-case basis and that the policy should not require expulsion where the Education Code does not. (80 Ops.Cal.Atty.Gen. 347.) However, a California appellate court has held that school districts may adopt zero tolerance policies that require administrators to refer cases for expulsion so long as:

- (1) each case is considered individually
- (2) the policy does not indicate that expulsion is automatic
- (3) the required secondary findings under Education Code section 48915 are made if expulsion is ordered.

(*T.H. v. San Diego Unified School District* (2004) 122 Cal.App.4th 1267.)

The Education Code already requires the mandatory suspension and recommendation for expulsion of students who possess, sell, or furnish a firearm, brandish a knife, sell a controlled substance, commit or attempt to commit a sexual assault or sexual battery, or possess an explosive. (Ed. Code 48915(c),(d),(g).) The Education Code also provides that a superintendent or principal shall recommend expulsion for students who cause serious physical injury (except in self-defense), possess a knife or other dangerous object, possess drugs (except for a first offense of possession of not more than one ounce of marijuana; commit robbery or extortion, or commit assault or battery upon a school employee unless the principal or superintendent determines that expulsion would be inappropriate under the circumstances or that an alternative means of correction would address the conduct. (Ed. Code 48915(a).)

FISCAL IMPACT:

None.

Pacific Grove Unified School District

REVISED

Students

Policy #5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

Mandated Policy

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Superintendent shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. [5131](#) - Conduct)

(cf. [5131.1](#) - Bus Conduct)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code [48900](#)(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. [5112.5](#) - Closed Campus)

4. During, going to, or coming from a school-sponsored activity

Suspended or expelled students shall be excluded from all school-related extra-curricular activities during the period of suspension or expulsion.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

(cf. [0410](#) - Nondiscrimination in District Programs and Activities)

Pacific Grove Unified School District

Students

Policy #5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

Mandated Policy

Appropriate Use of Suspension and Expulsion

Except when a student commits an act that violates Education Code [48900](#)(a)-(e) or his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct.

Except when a student commits an act listed in Education Code [48915](#)(c), the Superintendent or designee shall have the discretion to determine whether to recommend to the Board that the student be expelled.

(cf. [5131.7](#) - Weapons and Dangerous Instruments)

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, and consistent with the requirements of school safety and security, first use alternative disciplinary strategies specified in AR 5144 - Discipline. (Education Code [48900.5](#), [48900.6](#))

(cf. [5144](#) - Discipline)

(cf. [6142.4](#) - Learning through Community Service)

(cf. [6164.5](#) - Student Study Teams)

Alternatives to suspension or expulsion shall also be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. [5113](#) - Absences and Excuses)

District staff shall not suspend any student in kindergarten through third grade for disruption or willful defiance. This limitation shall not apply to the right of a classroom teacher to suspend a student from the teacher's own classroom pursuant to Education Code 48910. (Education Code 48900(k))

No student in grades kindergarten through 12 shall be expelled for disruption or willful defiance. (Education Code 48900(k))

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to classroom or school removal.

Pacific Grove Unified School District

Students

Policy #5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

Mandated Policy

A student who reports to school authorities that another student has made a threat of violence involving a dangerous weapon may not be held liable for defamation unless the report was knowingly false. (Civil Code 48.8)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code [48911](#), [48915](#), [48915.5](#), [48918](#))

(cf. [5144.2](#) - Suspension and Expulsion (Students with Disabilities))

Supervised Suspension Classroom

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code [48900](#) and [48900.2](#), but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee may establish a supervised suspension classroom program which meets the requirements of law. (Education Code 48911.1)

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code [48900.5](#))

Decision Not to Enforce Expulsion Order

Upon voting to expel a student, the Board may suspend enforcement of the expulsion order pursuant to the requirements of law and administrative regulation. (Education Code [48917](#))

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code [48900.8](#) and [48916.1](#), including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

Pacific Grove Unified School District

Students

Policy #5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

Mandated Policy

Legal Reference:

EDUCATION CODE

[212.5](#) Sexual harassment[233](#) Hate violence[1981](#) Enrollment of students in community school[17292.5](#) Program for expelled students[32261](#) Interagency School Safety Demonstration Act of 1985[35145](#) Open board meetings[35146](#) Closed sessions (regarding suspensions)[35291](#) Rules (for government and discipline of schools)[35291.5](#) Rules and procedures on school discipline[48645.5](#) Readmission; contact with juvenile justice system[48660-48666](#) Community day schools[48853.5](#) Foster youth[48900-48927](#) Suspension and expulsion[48950](#) Speech and other communication[48980](#) Parental notifications[49073-49079](#) Privacy of student records[52060-52077](#) Local control and accountability plan

CIVIL CODE

[47](#) Privileged communication

Pacific Grove Unified School District

Students

Policy #5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

Mandated Policy

[48.8](#) Defamation liability

CODE OF CIVIL PROCEDURE

[1985-1997](#) Subpoenas; means of production

GOVERNMENT CODE

[11455.20](#) Contempt[54950-54963](#) Ralph M. Brown Act

HEALTH AND SAFETY CODE

[11014.5](#) Drug paraphernalia[11053-11058](#) Standards and schedules

LABOR CODE

[230.7](#) Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

[31](#) Principal of a crime, defined[240](#) Assault defined[241.2](#) Assault fines[242](#) Battery defined[243.2](#) Battery on school property[243.4](#) Sexual battery[245](#) Assault with deadly weapon[245.6](#) Hazing

Pacific Grove Unified School District

Students

Policy #5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

Mandated Policy

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921 Definitions, firearm

UNITED STATES CODE, TITLE 20[1415\(K\)](#) Placement in alternative educational setting

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[7151](#) Gun-free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

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80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

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WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil

Rights: <http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs>

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The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The ~~Board~~ Superintendent shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - ~~Bullying~~)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds

2. While going to or coming from school

3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - ~~Open~~/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

~~The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.~~

Suspended or expelled students shall be excluded from all school-related extra-curricular activities during the period of suspension or expulsion.

~~{M0112471}~~

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~~Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)~~

~~Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others.~~

~~(EC 48915)~~

~~The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.~~

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

~~{M0112471}~~

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Appropriate Use of Suspension and Expulsion

Except when a student commits an act that violates Education Code 48900(a)-(e) or his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct.

Except when a student commits an act listed in Education Code 48915(c), the Superintendent or designee shall have the discretion to determine whether to recommend to the Board that the student be expelled.

(cf. 5131.7 - Weapons and Dangerous Instruments)

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, and consistent with the requirements of school safety and security, first use alternative disciplinary strategies specified in AR 5144 - Discipline. (Education Code 48900.5, 48900.6)

(cf. 1020—Youth Services)

(cf. 5138—Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - ~~Service Learning/~~ through Community Service ~~Classes~~)

(cf. 6164.2—Guidance/Counseling Services)

(cf. 6164.5 - Student ~~Success~~ Study Teams)

~~Students shall not be suspended or expelled for truancy, tardiness, or absenteeism~~ Alternatives to suspension or expulsion shall also be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1—Chronic Absence and Truancy)

~~District staff shall not suspend any student for disruption or willful defiance, unless the suspension is warranted by documented repetitive behavior of the student or the disruption or willful defiance occurred in conjunction with another violation for which the student may be suspended.~~

~~{M0112471}~~

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District staff shall not suspend any student in kindergarten through third grade for disruption or willful defiance. This limitation shall not apply to the right of a classroom teacher to suspend a student from the teacher's own classroom pursuant to Education Code 48910. (Education Code 48900(k))

No student in grades kindergarten through 12 shall be expelled for disruption or willful defiance. (Education Code 48900(k))

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to classroom or school removal.

Zero Tolerance

~~The Board supports a zero tolerance approach to serious offenses. This approach makes the removal of potentially dangerous students from the classroom a top priority. It ensures fair and equal treatment of all students and requires that all offenders be punished to the fullest extent allowed by law. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy and administrative regulation as cause for suspension or expulsion.~~

~~A student who reports to school authorities that another student has made a threat of violence involving a dangerous weapon may not be held liable for defamation unless the report was knowingly false. (Civil Code 48.8)~~

~~The Superintendent or designee shall notify staff, students and parents/ guardians about the District's zero tolerance policy and the consequences which may result from student offenses. He/she shall also ensure strict enforcement of this policy.~~

A student who reports to school authorities that another student has made a threat of violence involving a dangerous weapon may not be held liable for defamation unless the report was knowingly false. (Civil Code 48.8)

Student Due Process**Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

~~{M0112471}~~

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~~(cf. 5119—Students Expelled from Other Districts)~~~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~~~**Removal from Class by a Teacher and Parental Attendance**~~^[c1]~~When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)~~~~Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.~~~~Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)~~~~When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law and that, if there are reasonable factors that may prevent the parent/guardian from complying with the requirement, he/she should contact the school. (Education Code 48900.1)~~~~(cf. 5145.6—Parental Notifications)~~~~A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)~~~~At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.~~~~When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by any method that maintains the confidentiality of the student's records.~~~~(cf. 5125—Student Records)~~~~District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)~~~~{M0112471}~~

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~~The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)~~

Supervised Suspension Classroom**On-Campus Suspension Program**

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall may establish a supervised suspension classroom program which meets the requirements of law. (Education Code 48911.1)

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Decision Not to Enforce Expulsion Order

Upon voting to expel a student, the Board may suspend enforcement of the expulsion order pursuant to the requirements of law and administrative regulation. (Education Code 48917)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

~~The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.~~

~~The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework.~~

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~~The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.~~

~~The Superintendent or designee shall establish a supervised in-house suspension program which meets the requirements of law for suspended students who pose no imminent danger or threat at school and for whom an expulsion action has not been initiated.~~

~~The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.~~

Required Parental Attendance

~~The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.~~

~~Whenever a student is removed from a class because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in that class. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)~~

~~The Board encourages teachers, before requiring parental attendance, to make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of~~

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~~required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/ guardian and to improve classroom behavior.~~

~~The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. (Education Code 48900.1)~~

~~Parental attendance may be requested on the day the student returns to class or within one week thereafter. The principal or designee shall contact any parents/ guardians who do not respond to the request to attend school. The Board recognizes that parental compliance with this policy may be delayed, modified or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.~~

~~District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements.~~

Decision not to Enforce Expulsion Order

~~On a case by case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law.~~

Legal Reference:**EDUCATION CODE**~~212.5 Sexual harassment~~~~233 Hate violence reduction~~~~1981 Enrollment of students~~~~{M0112471}~~

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~~17292.5 Program for expelled students~~~~35146 Closed sessions (re-suspensions)~~~~35291 Rules (for government and discipline of schools)~~~~35291.5 Rules and procedures on school discipline~~~~48660-48666 Community day schools~~~~48900-48926 Suspension and expulsion~~~~48950 Speech and other communication~~~~49073-49079 Privacy of student records~~~~CIVIL CODE~~~~48.8 Defamation liability~~~~CODE OF CIVIL PROCEDURE~~~~1985-1997 Subpoenas; means of production.~~~~GOVERNMENT CODE~~~~11455.20 Contempt~~~~54950-54962 Ralph M. Brown Act (re-closed sessions)~~~~HEALTH AND SAFETY CODE~~~~11014.5 Drug paraphernalia~~~~11053-11058 Standards and schedules~~~~LABOR CODE~~~~230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child~~~~{M0112471}~~

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~~626.10 Dirks, daggers, knives, razors or stun guns~~~~868.5 Supporting person; attendance during testimony of witness~~~~WELFARE AND INSTITUTIONS CODE~~~~729.6 Counseling~~~~UNITED STATES CODE, TITLE 18~~~~921 Definitions~~~~UNITED STATES CODE, TITLE 20~~~~6301-8962 Improving America's Schools Act, especially:~~~~8921-8922 Gun-Free Schools Act of 1994~~~~COURT DECISIONS~~~~Board of Education of Sacramento City Unified School District v. Sacramento County~~~~Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321~~~~Garcia v. Los Angeles Board of Education (1991) 123 Cal.App. 3d 807~~~~Fremont Union High School District v Santa Clara County Board (1991) 235 Cal. App. 3d 1182~~~~John A. v. San Bernardino School District (1982) 33 Cal. 3d 301, 308~~~~ATTORNEY GENERAL OPINIONS~~~~840z)s. Cal. Atty. Gen. 146(2001)~~~~80 Ops. Cal. Atty. Gen. 347 (1997)~~~~80 Ops. Cal. Atty. Gen. 91 (1997)~~~~80 Ops. Cal. Atty. Gen. 85 (1997)~~~~{M0112471}~~

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~~Management Resources:~~

~~CDE PROGRAM ADVISORIES~~

~~0306.96 Expulsion Policies and Educational Placements, SPB 95196-04~~

~~WEB SITES~~

~~GDE: <http://www.cde.ca.gov>~~

~~CSBA: <http://www.csba.org>~~

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[7151 Gun-free schools](#)[COURT DECISIONS](#)[T.H. v. San Diego Unified School District \(2004\) 122 Cal. App. 4th 1267](#)[Woodbury v. Dempsey \(2003\) 108 Cal. App. 4th 421](#)[Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. \(2001\) 85 Cal.App.4th 1321](#)[Garcia v. Los Angeles Board of Education \(1991\) 123 Cal. App. 3d 807](#)[Fremont Union High School District v. Santa Clara County Board \(1991\) 235 Cal. App. 3d 1182](#)[John A. v. San Bernardino School District \(1982\) 33 Cal. 3d 301](#)[ATTORNEY GENERAL OPINIONS](#)[84 Ops.Cal.Atty.Gen. 146 \(2001\)](#)[80 Ops.Cal.Atty.Gen. 347 \(1997\)](#)[80 Ops.Cal.Atty.Gen. 348 \(1997\)](#)[80 Ops.Cal.Atty.Gen. 91 \(1997\)](#)[80 Ops.Cal.Atty.Gen. 85 \(1997\)](#)[Management Resources:](#)[CSBA PUBLICATIONS](#)[Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011](#)[U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS](#)[Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014](#)[~~M0112471~~](#)

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Regulation #5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

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Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code [48925](#))

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.

2. Referral to a certificated employee designated by the principal to advise students.

3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code [48910](#). Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code [48925](#))

Day means a calendar day unless otherwise specifically provided. (Education Code [48925](#))

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code [48925](#))

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code [48911](#))

School property, for the purposes described in Education Code [48900](#), includes, but is not limited to, electronic files and databases. (Education Code [48900\(u\)](#))

Student includes a student's parent/guardian or legal counsel. (Education Code [48925](#))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code [35291](#), [48900.1](#), [48980](#))

(cf. [5144](#) - Discipline)

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(cf. [5145.6](#) - Parental Notifications)**Grounds for Suspension and Expulsion**

Any student, including a student with disabilities, may be subject to suspension or expulsion when it is determined that he or she:

(cf. [5144.2](#) - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code [48900](#)(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code [48900](#)(b))

(cf. [5131](#) - Conduct)(cf. [5131.7](#) - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code [11053-11058](#), alcoholic beverage, or intoxicant of any kind (Education Code [48900](#)(c))

(cf. [5131.6](#) - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code [11053-11058](#), alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code [48900](#)(d))

5. Committed or attempted to commit robbery or extortion (Education Code [48900](#)(e))

6. Caused or attempted to cause damage to school property or private property (Education Code [48900](#)(f))

7. Stole or attempted to steal school property or private property (Education Code [48900](#)(g))

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8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code [48900\(h\)](#))

(cf. [5131.62](#) - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code [48900\(i\)](#))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code [11014.5](#) (Education Code [48900\(j\)](#))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties (Education Code [48900\(k\)](#))

Effective January 1, 2015, no student in kindergarten through grade three may be suspended, and no student may be expelled for engaging in disruptive or willfully defiant conduct. This prohibition shall not apply to the right of a classroom teacher to suspend a student from the teacher's own classroom pursuant to Education Code 48910 and shall not prohibit expulsions for conduct that is subject to expulsion on other grounds.

(cf. [5131.4](#) - Student Disturbances)

12. Knowingly received stolen school property or private property (Education Code [48900\(l\)](#))

13. Possessed an imitation firearm; i.e. a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (Education Code [48900\(m\)](#))

14. Committed or attempted to commit a sexual assault as defined in Penal Code [261](#), [266c](#), [286](#), [288](#), [288a](#), or 289, or committed a sexual battery as defined in Penal Code [243.4](#) (Education Code [48900\(n\)](#))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code [48900\(o\)](#))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code [48900\(p\)](#))

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17. Engaged in, or attempted to engage in, hazing as defined in Education Code 48900(q). (Education Code [48900](#)(q))

18. Engaged in an act of bullying as defined in Education Code 48900(r) (Education Code [48900](#)(r))

(cf. [1114](#) - District-Sponsored Social Media)

(cf. [5131.2](#) - Bullying)

(cf. [6164.4](#) - Identification and Evaluation of Individuals for Special Education)

(cf. [6164.6](#) - Identification and Education under Section 504)

20. Made written or oral terroristic threats against school officials and/or school property (Education Code [48900.7](#))

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

21. Committed sexual harassment as defined in Education Code [212.5](#) (Education Code [48900.2](#))

(cf. [5145.7](#) - Sexual Harassment)

22. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code [233](#) (Education Code [48900.3](#))

(cf. [5145.9](#) - Hate-Motivated Behavior)

23. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code [48900.4](#))

(cf. [5145.3](#) - Nondiscrimination/Harassment)

Removal from Class by a Teacher

A teacher may remove a student from his/her class for the remainder of the day and the following day only for acts specified in Education Code [48900](#) and listed under "**Grounds for Suspension and Expulsion**" above. (Education Code [48910](#))

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When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code [48910](#))

As soon as possible after the teacher decides to remove the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code [48910](#))

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal or designee. (Education Code [48910](#))

A student removed from class shall not be placed in another regular class during the period of removal. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was removed. (Education Code [48910](#))

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code [48913](#))

Suspension by Superintendent, Principal, or Designee

The Superintendent, principal, or designee may suspend a student for any of the acts listed in "**Grounds for Suspension and Expulsion**" above. A student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code [48900.5](#))

However, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated any of items #1-5 listed under "**Grounds for Suspension and Expulsion**" above or if the student's presence causes a danger to persons. (Education Code [48900.5](#))

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code [48900.5](#))

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code [48915\(c\)](#))

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1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code [48915\(g\)](#), at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code [11053-11058](#)
4. Committing or attempting to commit a sexual assault as defined in Penal Code [261](#), [266c](#), [286](#), [288](#), [288a](#), or 289, or committing a sexual battery as defined in Penal Code [243.4](#)
5. Possessing an explosive as defined in 18 USC [921](#)

(cf. [5125](#) - Student Records)

A decision by the Superintendent, Principal or designee to suspend a student shall be final.

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code [48911](#))

A student may be suspended from school for not more than 20 school days in any school year. However, when a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code [48903](#), [48911](#), [48912](#))

(cf. [6184](#) - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code [48911](#))

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the

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teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code [48911](#))

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code [48911](#))

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. The principal or designee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code [48911](#))
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code [48911](#)) This notice shall state the specific offense committed by the student. (Education Code [48900.8](#))

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code [48914](#))

Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code [48911](#))

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from

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continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code [48911](#))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school placement would endanger persons or property or threaten to disrupt the instructional process. (Education Code [48911](#))

If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code [48853.5](#), [48911](#), [48918.1](#))

(cf. [6173.1](#) - Education for Foster Youth)

In addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "**Grounds for Suspension and Expulsion**" above and within the limits specified under "**Suspension by Superintendent, Principal, or Designee**" above. (Education Code [48912](#))

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed under "**Grounds for Suspension and Expulsion**" occurred. The suspension shall meet the requirements of Education Code [48915](#). (Education Code [48912.5](#))

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code [49073-49079](#). (Education Code [35146](#), [48912](#))

(cf. [9321](#) - Closed Session Purposes and Agendas)

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The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code [35146](#), [48912](#))

Supervised Suspension Classroom

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code [48911.1](#))

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code [48911.1](#))

Authority to Expel

A student may be expelled only by the Board. (Education Code [48918\(j\)](#))

The Board shall order expelled, as required by law, any student found to have committed any offense listed below under "**Mandatory Recommendation and Mandatory Expulsion**" (Education Code [48915](#))

For all other grounds listed above under "**Grounds for Suspension and Expulsion**", the Board shall order a student expelled, upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code [48915\(b\)](#) and (e))

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1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Mandatory Recommendation for Expulsion

Unless the Superintendent, principal, or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code [48915\(a\)](#))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code [48915\(g\)](#) or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code [11053-11058](#), except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code [240](#) and [242](#), upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code [48915](#))

Mandatory Recommendation and Mandatory Expulsion

The Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code [48915\(c\)](#))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence

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However, possession of an imitation firearm, as defined in Education Code [48900\(m\)](#), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion.

2. Brandishing a knife, as defined in Education Code [48915\(g\)](#), at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code [11053-11058](#)
4. Committing or attempting to commit a sexual assault as defined in Penal Code [261](#), [266c](#), [286](#), [288](#), [288a](#), or 289, or committing a sexual battery as defined in Penal Code [243.4](#)
5. Possessing an explosive as defined in 18 USC [921](#)

Upon finding that the student committed any of the above acts, the Board shall order the student expelled. (Education Code [48915](#))

Students Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed one of the acts listed above under **"Grounds for Suspension and Expulsion."** (Education Code [48918\(a\)](#))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code [48918\(a\)](#))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code [48918\(a\)](#))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code [48925](#). Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code [48918\(a\)](#))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code [48918\(a\)](#))

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Stipulated Expulsion

After a determination that a student has committed an offense listed above under "**Grounds for Suspension and Expulsion**" for which expulsion is permitted or mandatory, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code [48918](#).

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion shall be effective upon approval by the Board. If a proposed stipulated expulsion is rejected by the Board, the case shall proceed with a hearing as set forth below.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code [48918.5](#))

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code [48918.5](#))

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code [48918.5](#))

Written Notice of the Expulsion Hearing

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Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code [48900.8](#), [48918\(b\)](#))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code [48915.1](#), to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code [48915\(a\)](#) or (c).

(cf. [5119](#) - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Non-attorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code [48853.5](#) should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the

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same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code [48918.1](#))

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding the provisions of Government Code [54953](#) and Education Code [35145](#), the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code [48918\(c\)](#))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code [48918\(c\)](#))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code [48918\(c\)](#))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code [48918\(g\)](#))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure [1985-1985.2](#) and enforced in accordance with Government Code [11455.20](#). (Education Code [48918\(i\)](#))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code [48918\(i\)](#))

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If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code [48918\(i\)](#))

- 4. Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code [48900](#) and listed in "**Grounds for Suspension and Expulsion**" above. (Education Code [48918\(h\)](#))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code [48918\(f\)](#))

- 5. Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code [48918](#), [48918.5](#))

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code [868.5](#).
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence,

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the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code [48918\(a\)](#))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code [48918\(d\)](#))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "**Conduct of Expulsion Hearing.**" The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is

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not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code [48918\(e\)](#))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code [48918\(f\)](#))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion order for a period of one year. (Education Code [48917](#), [48918](#))

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board at a public meeting. (Education Code [48918\(j\)](#))

(cf. [9321.1](#) - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "**Mandatory Recommendation and Mandatory Expulsion**" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code [48916](#))

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code [48916](#))

1. Periodic review, as well as assessment at the time of review, for readmission

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2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code [48916.5](#))

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "**Grounds for Suspension and Expulsion**" (Education Code [48900.8](#))
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code [48916](#))
3. Notice of the right to appeal the expulsion to the County Board (Education Code [48918](#))
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code [48918](#))
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code [48915.1](#) (Education Code [48918](#))

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

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1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code [48917](#))
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code [48917](#))
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "**Grounds for Suspension and Expulsion**" above or violates any of the district's rules and regulations governing student conduct. (Education Code [48917](#))
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code [48917](#))
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code [48917](#))
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code [48915.1\(b\)](#). (Education Code [48918\(j\)](#))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code [48917](#))

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code [48919](#))

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County

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Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code [48919](#))

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code [245](#). (Education Code [48902](#))

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code [48915](#)(c)(1) or (5) or Penal Code [626.9](#) and [626.10](#). (Education Code [48902](#))

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code [48900](#)(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code [48902](#))

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code [48915](#), [48915.01](#))

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. [6158](#) - Independent Study)

(cf. [6185](#) - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #21-23 under "**Grounds for Suspension and Expulsion**" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code [48915](#))

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The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code [48916.1](#))

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code [48916](#))
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code [49073](#)- 49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code [48916](#))
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code [48916](#))
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code [48916](#))

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a

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juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code [48645.5](#))

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code [48900.8](#))

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code [48918\(k\)](#))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code [48915.1](#))

(cf. [5119](#) - Students Expelled from Other Districts)

(7/12 11/12) 4/14

Suspension/Expulsion of Special Education Students

1. A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities except as set forth in Administrative Regulation 5144.2
2. In accordance with the procedures set out in Administrative Regulation 5144.2, the Superintendent or designee may suspend a student with a disability for up to 10 consecutive days for a single incident of misconduct, and for up to 20 days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530.)
3. If a student's removal from his/her current educational placement for disciplinary reasons is determined to be a change of placement pursuant to 34 CFR 300.536, or the student is suspended for more than 10 days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur.
4. All applicable procedural safeguards prescribed by federal and state law and this Regulation apply to proceedings to expel special education students except that parental consent is not required as a condition for expulsion proceedings or the decision to expel.

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5. The Board may order a special education student expelled only if each of the conditions for such an expulsion as set out in Administrative Regulation 5144.2 are met, including, but not limited to the following:
 - a. On the date the decision to take disciplinary action is made, the student's parent/guardian is notified of the decision and provided with a procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530.)
 - b. A manifestation determination review is conducted and the manifestation determination review team determines that the student's conduct was not a manifestation of his/her disability.
6. Following expulsion of a special education student, the student's IEP team shall determine the services necessary to enable him/her to participate in the general education curriculum in another setting and allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530.)

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Definitions

~~Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Ed. Code 48925)~~

- ~~1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level;~~
- ~~2. Referral to a certificated employee designated by the Principal to advise students;~~
- ~~3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the Principal or designee as provided in Ed. Code 48910. Removal from a particular class shall not occur more than once every five school days.~~

~~Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Ed. Code 48925)~~

~~Day means a calendar day unless otherwise specifically provided. (EC 48925)~~

~~School day means a day upon which the schools of the District are in session or weekdays during the summer recess. (Ed. Code 48925)~~

~~Student includes a student's parent/guardian or legal counsel. (EC 48925)~~

~~Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the Principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the Principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the Principal's office. (Ed. Code 48911)~~

Notice of Regulations

~~At the beginning of each school year, the Principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Ed. Code 35291.5, 48900.1, 48980)~~

~~Notification shall include information about the availability of individual school rules and all District policies and regulations pertaining to student discipline. (Ed. Code 35291)~~

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Grounds for Suspension and Expulsion

~~A student may be subject to suspension or expulsion when it is determined that he/she:~~

~~1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self defense (Ed. Code 48900(a))~~

~~A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However a student may be suspended or expelled pursuant to Ed. Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Ed. Code 48900(q))~~

~~2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence (Ed. Code 48900(b))~~

~~3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Ed. Code 48900(c))~~

~~4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material and represented same as controlled substance, alcohol beverage or intoxicant (Ed. Code 48900(d))~~

~~5. Committed or attempted to commit robbery or extortion (EC 48900(e))~~

~~6. Caused or attempted to cause damage to school property or private property (Ed. Code 48900(f))~~

~~7. Stole or attempted to steal school property or private property (Ed. Code 48900(g))~~

~~8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Ed. Code 48900(h))~~

~~9. Committed an obscene act or engaged in habitual profanity or vulgarity (Ed. Code 48900(i))~~

~~10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Ed. Code 48900(j))~~

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~~11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties (EC 48900(k))~~

~~12. Knowingly received stolen school property or private property (Ed. Code 48900(l))~~

~~13. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (EC 48900(m))~~

~~14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4 (Ed. Code 48900(n))~~

~~15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Ed. Code 48900(o))~~

~~16. Made terrorist threats against school officials and/or school property (Ed. Code 48900.7)~~

~~A student in grades 4 through 12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:~~

~~17. Committed sexual harassment as defined in Ed. Code 212.5 (EC 48900.2)~~

~~18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Ed. Code 233 (Ed. Code 48900.3)~~

~~19. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment (Ed. Code 48900.4)~~

~~A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any District school under the jurisdiction of the Superintendent or Principal or within any other school District, including but not limited to the following circumstances: (EC 48900)~~

- ~~1. While on school grounds~~
- ~~2. While going to or coming from school~~
- ~~3. During the lunch period, whether on or off the school campus~~
- ~~4. During, going to, or coming from a school sponsored activity~~

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~~The Superintendent or Principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Ed. Code 48900(r))~~

~~Alternatives to suspension or expulsion will be used with students who are truant, tardy, or otherwise absent from assigned school activities.~~

~~Removal from Class by a Teacher/Parental Attendance~~

~~A teacher may remove any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Ed. Code 48910)~~

~~A teacher also may refer a student to the Principal or designee for consideration of suspension from school. (Ed. Code 48910)~~

~~When removing a student from his/her class, the teacher shall immediately report this action to the Principal and send the student to the Principal for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed.~~

~~As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent teacher conference regarding the removal. A counselor or psychologist should attend the conference if it is practicable, and a school administrator may attend if either the parent/guardian or teacher so requests.~~

~~A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the Principal. (Ed. Code 48910)~~

~~A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (EC 48910)~~

~~The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (EC 48913)~~

~~Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the Principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Ed. Code 48900.1)~~

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~~This notice shall also:~~

- ~~1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date~~
- ~~2. Describe the legal protections afforded to the parent/guardian as an employee under Labor Code 230.7~~
- ~~3. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student~~
- ~~4. Ask the parent/guardian to meet with the Principal after the visit and before leaving school, as required by Ed. Code 48900.1~~

~~Suspension by Superintendent, Principal or Principal's Designee~~

~~The Superintendent, Principal or Principal's designee may suspend a student from a school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Ed. Code 48911)~~

~~The Superintendent or designee shall immediately suspend any student found at school or at a school activity to be: (Ed. Code 48915)~~

- ~~1. Possessing, as verified by a District employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence~~
- ~~2. Brandishing a knife, as defined in Ed. Code 48915(g), at another person~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~
- ~~4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above~~
- ~~5. Possession of an explosive as defined in 18 USC 921~~

~~Suspension also may be imposed upon a first offense if the Superintendent, Principal or designee determines the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (EC 48900.5)~~

~~A student may be suspended from school for not more than 20 school days in any school year, unless for purposes of adjustment a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (EC 48903, 48912)~~

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~~The Superintendent or designee may count suspensions that occur while a student is enrolled in another school District toward the maximum number of days for which a student may be suspended in any school year. (Ed. Code 48903)~~

~~Suspensions shall be initiated according to the following procedures:~~

- ~~1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Principal, designee or the Superintendent with the student and, whenever practicable, the teacher, supervisor or school employee who referred the student to the Principal. At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him/her; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Ed. Code 48911(b))~~

~~This conference may be omitted if the Principal, designee or the Superintendent determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/ guardian and student shall be notified of the student's right to return to school for the purpose of a conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Ed. Code 48911(c))~~

- ~~2. **Administrative Actions:** All requests for student suspension are to be processed by the Principal or designee of the school in which the student is enrolled at the time of the misbehavior.~~

~~A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee.~~

- ~~3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Ed. Code 48914)~~

~~This notice shall state the specific offense committed by the student. (EC 48900.8).~~

~~In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.~~

- ~~4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved and any other pertinent matter. (Ed. Code 48914)~~

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~~While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend. (Ed. Code 48911)~~

~~5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Ed. Code 48911(g))~~

~~Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (EC 48911)~~

Suspension by the Board

~~The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal or Principal's Designee" above. (EC 48912)~~

~~The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Ed. Code 48915. (Ed. Code 48912.5)~~

~~When the Board is considering a suspension, disciplinary action or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Ed. Code 49073-49079.~~

~~The Board shall provide the student and his/her parent/guardian with written notice of the closed session by certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Ed. Code 35146, 48912)~~

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~~On-Campus Suspension Program~~

~~Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school may be assigned to a separate, supervised suspension classroom for the entire period of suspension. The following conditions shall apply: (Ed. Code 48911.1)~~

- ~~1. The supervised suspension classroom shall be staffed in accordance with law.~~
- ~~2. The student shall have access to appropriate counseling services.~~
- ~~3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.~~
- ~~4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.~~

~~At the time a student is assigned to a supervised suspension classroom, the Principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Ed. Code 48911.1)~~

Authority to Expel

~~A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed certain offenses listed below under "Mandatory Recommendation and Mandatory Expulsion."~~

~~The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the Principal, Superintendent, hearing officer or administrative panel, based on finding either or both of the following: (Ed. Code 48915(b) and (e))~~

- ~~1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct~~
- ~~2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others~~

~~**Mandatory Recommendation for Expulsion**~~

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~~Unless the Principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the Principal, Superintendent or designee shall recommend a student's expulsion for any of the following acts: (EC 48915(a))~~

- ~~1. Causing serious physical injury to another person, except in self defense~~
- ~~2. Possession of any knife as defined in Ed. Code 48915(g), explosive or other dangerous object of no reasonable use to the student~~
- ~~3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis~~
- ~~4. Robbery or extortion~~
- ~~5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee~~

~~Mandatory Recommendation and Mandatory Expulsion~~

~~The Principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Ed. Code 48915(c))~~

- ~~1. Possessing, as verified by a District employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence~~
- ~~2. Brandishing a knife as defined in Ed. Code 48915(g) at another person~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~
- ~~4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above~~
- ~~5. Possessing an explosive as defined in 18 USC 921~~

~~Upon finding that the student committed any of the above acts, the Board shall expel the student. (Ed. Code 48915)~~

~~Student's Right to Expulsion Hearing~~

~~The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Principal or Superintendent or designee determines~~

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~~that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Ed. Code 48918(a))~~

~~The student is entitled to one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Ed. Code 48918(a))~~

~~If the Board finds it impractical during the school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Ed. Code 48918(a))~~

~~If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Ed. Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Ed. Code 48918(a)).~~

~~Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Ed. Code 48918(a))~~

Rights of Complaining Witness

~~An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Ed. Code 48918.5)~~

~~Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the District's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (EC 48918.5)~~

- ~~1. Receive five days' notice of his/her scheduled testimony at the hearing~~
- ~~2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies~~
- ~~3. Have a closed hearing during the time he/she testifies~~

~~Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Ed. Code 48918.5)~~

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Written Notice of the Expulsion Hearing

~~Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Ed. Code 48900.8, 48918(b))~~

- ~~1. The date and place of the hearing~~
- ~~2. A statement of the specific facts, charges and offense upon which the proposed expulsion is based~~
- ~~3. A copy of District disciplinary rules which relate to the alleged violation~~
- ~~4. Notification of the student's or parent/guardian's obligation, pursuant to Ed. Code 48915.1, to provide information about the student's status in the District to any other District in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Ed. Code 48915(a) or (c).~~
- ~~5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor.~~

~~Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California~~

~~Non-attorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the student or student's parent/guardian to provide assistance at the hearing~~

- ~~6. The right to inspect and obtain copies of all documents to be used at the hearing~~
- ~~7. The opportunity to confront and question all witnesses who testify at the hearing~~
- ~~8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses~~

Conduct of Expulsion Hearing

- ~~1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Ed. Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated.~~

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~~Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Ed. Code 48918(c))~~

~~If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed circuit television. (Ed. Code 48918(e))~~

~~2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Ed. Code 48918(g))~~

~~3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11525. (Ed. Code 48918(i))~~

~~Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (EC 48918(i))~~

~~If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Ed. Code 48918(i))~~

~~4. **Presentation of Evidence:** While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel must be supported by substantial evidence that the student committed any of the acts listed in "Grounds for Suspension and Expulsion" above.~~

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~~Findings of fact shall be based solely on the evidence at the hearing. While no evidence shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Ed. Code 48918(f) and (h))~~

~~In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.~~

~~5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Ed. Code 48918)~~

~~a. Any complaining witness shall be given five days' notice before being called to testify.~~

~~b. Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to a parent/guardian or legal counsel, present during his/her testimony.~~

~~c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.~~

~~d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.~~

~~e. If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.~~

~~f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.~~

~~g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the District shall provide a non-threatening environment.~~

~~(1) The District shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.~~

~~(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross examination during which he/she may leave the hearing room.~~

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~~(3) The person conducting the hearing may:~~

~~(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness~~

~~(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours~~

~~(c) Permit one of the support persons to accompany the complaining witness to the witness stand~~

~~6. Decision Within 10 Days: The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Ed. Code 48918(a))~~

~~7. Decision Within 40 Days: If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Ed. Code 48918(a))~~

~~Alternative Expulsion Hearing: Hearing Officer or Administrative Panel~~

~~Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Ed. Code 48918(d))~~

~~A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing."~~

~~The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with District staff, including the student's teachers and with the student's parent/guardian. (Ed. Code 48918(e))~~

~~If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon~~

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~~a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Ed. Code 48918(f))~~

~~In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (See "Decision Not to Enforce Expulsion Order" below.)~~

~~The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Ed. Code 48918(a))~~

Final Action by the Board

~~Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Ed. Code 48918(j))~~

~~If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.~~

~~Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the District. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case by case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. (Ed. Code 48916)~~

~~At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Ed. Code 48916)~~

- ~~1. Periodic review as well as assessment of the student at the time of review for readmission~~
- ~~2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service and other rehabilitative programs~~

~~With parental consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county sponsored drug rehabilitation program before returning to school. (Ed. Code 48916.5)~~

Written Notice to Expel

~~The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:~~

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- ~~1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Ed. Code 48900(a) (o), Ed. Code 48900.2-48900.4 and Ed. Code 48915(c) (Ed. Code 48900.8)~~
- ~~2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Ed. Code 48916)~~
- ~~3. Notice of the right to appeal the expulsion to the County Board of Education (Ed. Code 48918)~~
- ~~4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Ed. Code 48918)~~
- ~~5. Notice of the student's or parent/guardian's obligation to inform any new District in which the student seeks to enroll of the student's status with the expelling District, pursuant to Ed. Code 48915.1 (Ed. Code 48918)~~

Decision Not to Enforce Expulsion Order

~~In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:~~

- ~~1. The student's pattern of behavior~~
- ~~2. The seriousness of the misconduct~~
- ~~3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program~~

~~The suspension of the enforcement of an expulsion shall be governed by the following: (Ed. Code 48917)~~

- ~~1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program.~~
- ~~2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status.~~

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- ~~3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the District's rules and regulations governing student conduct.~~
- ~~4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order.~~
- ~~5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a District school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings.~~
- ~~6. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education.~~
- ~~7. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board of Education. (Ed. Code 48918(j)).~~

Right to Appeal

~~The student or parent/guardian is entitled to file an appeal of the Board's decision to the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Ed. Code 48919)~~

~~The student shall submit a written request for a copy of the written transcripts and supporting documents from the District simultaneously with the filing of the notice of appeal with the County Board of Education. The District shall provide the student with these documents within 10 school days following the student's written request. (Ed. Code 48919)~~

Post-Expulsion Placements

~~The Board shall refer expelled students to a program of study that is: (EC 48915, 48915.01)~~

- ~~1. Appropriately prepared to accommodate students who exhibit discipline problems~~
- ~~2. Not provided at a comprehensive middle, junior or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site~~
- ~~3. Not housed at the school site attended by the student at the time of suspension~~

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~~When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for acts described in items #6 through #13 and #17 through #19 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Ed. Code 48915)~~

~~The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (EC 48916.1)~~

~~Readmission After Expulsion~~

~~Readmission procedures shall be as follows:~~

- ~~1. On the date set by the Board when it ordered the expulsion, the District shall consider readmission of the student. (Ed. Code 48916)~~
- ~~2. The Superintendent or designee shall hold a conference with the parent/ guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.~~
- ~~3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Ed. Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.~~
- ~~4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.~~
- ~~5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other District students or employees. (Ed. Code 48916)~~
- ~~6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Ed. Code 48916)~~
- ~~7. The Board shall provide written notice to the expelled student and parent/ guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in~~

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~~that program unless the parent/guardian chooses to enroll the student in another school District. (Ed. Code 48916)~~

~~Maintenance of Records~~

~~The Board shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls, within five days of a written request by the admitting school. (Ed. Code 48900.8, 48918(k))~~

~~The Superintendent or designee shall, within five working days, honor any other District's request for information about an expulsion from this District. (EC 48915.1)~~

~~Notifications to Law Enforcement Authorities~~

~~Prior to the suspension or expulsion of any student, the Principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (EC 48902)~~

~~The Principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Ed. Code 48902)~~

~~Within one school day after a student's suspension or expulsion, the Principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Ed. Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Ed. Code 48902)~~

~~Outcome Data~~

~~The Superintendent or designee shall maintain the following data and report such data annually to the California Department of Education, using forms supplied by the California Department of Education: (Ed. Code 48900.8, 48916.1)~~

- ~~1. The number of students recommended for expulsion~~
- ~~2. The specific grounds for each recommended expulsion~~
- ~~3. Whether the student was subsequently expelled~~
- ~~4. Whether the expulsion order was suspended~~

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~~5. The type of referral made after the expulsion~~

~~6. The disposition of the student after the end of the expulsion period~~ **Definitions**

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.

2. Referral to a certificated employee designated by the principal to advise students.

3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291, 48900.1, 48980)

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(cf. 5144 - Discipline)(cf. 5145.6 - Parental Notifications)**Grounds for Suspension and Expulsion**

~~Acts for which a~~Any -student, including a student with disabilities, may be subject to suspension or expulsion when it is determined that he or she~~suspended or expelled shall be only those specified as follows:~~

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

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7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties (Education Code 48900(k))

Effective January 1, 2015, no student in kindergarten through grade three may be suspended, and no student may be expelled for engaging in disruptive or willfully defiant conduct. This prohibition shall not apply to the right of a classroom teacher to suspend a student from the teacher's own classroom pursuant to Education Code 48910 and shall not prohibit expulsions for conduct that is subject to expulsion on other grounds.

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property (Education Code 48900(l))

13. Possessed an imitation firearm; i.e. a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (Education Code 48900(m))

~~Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))~~

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

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15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing as defined in Education Code 48900(q). (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school sanctioned events.

18. Engaged in an act of bullying as defined in Education Code 48900(r) (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #21-23 below), that has any of the effects described above on a reasonable student.

Electronic act means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

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(cf. 1114 - District-Sponsored Social Media)(cf. 5131.2 - Bullying)(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)(cf. 6164.6 - Identification and Education under Section 504)19. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31. (Education Code 48900(t))20. Made written or oral terroristic threats against school officials and/or school property- (Education Code 48900.7)A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:21. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)(cf. 5145.7 - Sexual Harassment)22. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)(cf. 5145.9 - Hate-Motivated Behavior)

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23. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Removal from Class by a Teacher and Parental Attendance ^(c1)

A teacher may remove a student from his/her class for the remainder of the day and the following day only for acts specified in Education Code 48900 and listed under "**Grounds for Suspension and Expulsion**" above. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible after the teacher decides to remove the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

~~Pursuant to Board policy, a teacher may require the parent/guardian of a student whom the teacher has removed to attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)~~

~~The notice shall:~~

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~~1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date~~

~~2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student~~

~~3. Direct the parent/guardian to meet with the principal after the visit and before leaving school~~

~~4. Direct the parent/guardian to contact the school if there are reasonable factors that would prevent him/her from complying with the attendance requirement~~

Suspension by Superintendent, Principal, or Designee

The Superintendent, principal, or designee may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above. A student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

However, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

2. Brandishing a knife, as defined in Education Code 48915(g), at another person

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

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5. Possessing an explosive as defined in 18 USC 921

~~In addition, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons. (Education Code 48900.5)~~

~~For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)~~

~~When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)~~

~~(cf. 5125 - Student Records)~~

~~A decision by the Superintendent, Principal or designee to suspend a student shall be final.~~

Length of Suspension

~~The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)~~

~~A student may be suspended from school for not more than 20 school days in any school year. However, when a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)~~

~~(cf. 6184 - Continuation Education)~~

~~These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)~~

Due Process Procedures for Suspension

~~Suspensions shall be imposed in accordance with the following procedures:~~

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- 1. Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

- 2. Administrative Actions:** All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. ~~A school employee~~ The principal or designee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

- 3. Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911) This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

- 4. Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

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5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911)

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school placement would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

In addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "**Grounds for Suspension and Expulsion**" above and within the limits specified under "**Suspension by Superintendent, Principal, or Designee**" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed under "**Grounds for Suspension and Expulsion**"- occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

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The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

The Board shall order expelled, as required by law, any student found to have committed any offense listed below under "**Mandatory Recommendation and Mandatory Expulsion**" (Education Code 48915)

For all other grounds listed above under "**Grounds for Suspension and Expulsion**", the Board shall order a student expelled, upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (e))

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1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

~~Superintendent, Principal, or Designee's Authority to Recommend Expulsion~~ **Mandatory Recommendation for Expulsion**

Unless the Superintendent, principal, or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense

2. Possession of any knife as defined in Education Code 48915(g) or other dangerous object of no reasonable use to the student

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician

4. Robbery or extortion

5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Mandatory Recommendation and Mandatory Expulsion

The Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence

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However, possession of an imitation firearm, as defined in Education Code 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion.

2. Brandishing a knife, as defined in Education Code 48915(g), at another person

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall ~~expel~~ order the student expelled. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed one of the acts listed above under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

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Stipulated Expulsion

After a determination that a student has committed an offense listed above under "**Grounds for Suspension and Expulsion**" for which expulsion is permitted or mandatory, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion shall be effective upon approval by the Board. If a proposed stipulated expulsion is rejected by the Board, the case shall proceed with a hearing as set forth below.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

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Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Non-attorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the

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same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

- 1. Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

- 2. Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

- 3. Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

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If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

- 4. Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

~~In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.~~

- 5. Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

a. Any complaining witness shall be given five days' notice before being called to testify.

b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.

c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing

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determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

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A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "**Conduct of Expulsion Hearing.**" ~~including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))~~

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion order for a period of one year. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "**Mandatory Recommendation and Mandatory Expulsion**" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer

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session or the intercession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intercession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "**Grounds for Suspension and Expulsion**" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior

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2. The seriousness of the misconduct3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation programThe suspension of the enforcement of an expulsion shall be governed by the following:1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "**Grounds for Suspension and Expulsion**" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)**Right to Appeal**

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The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

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When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #21-23 under "**Grounds for**

Suspension and Expulsion" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)

2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073- 49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.

4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.

5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)

7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's

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determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

(7/12 11/12) 4/14

Suspension/Expulsion of Special Education Students

1. A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities except as set forth in Administrative Regulation 5144.2
2. In accordance with the procedures set out in Administrative Regulation 5144.2, the Superintendent or designee may suspend a student with a disability for up to 10 consecutive days for a single incident of misconduct, and for up to 20 days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530.)
3. If a student's removal from his/her current educational placement for disciplinary reasons is determined to be a change of placement pursuant to 34 CFR 300.536, or the student is suspended for more than 10 days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to

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continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur.

4. All applicable procedural safeguards prescribed by federal and state law and this Regulation apply to proceedings to expel special education students except that parental consent is not required as a condition for expulsion proceedings or the decision to expel.
5. The Board may order a special education student expelled only if each of the conditions for such an expulsion as set out in Administrative Regulation 5144.2 are met, including, but not limited to the following:
 - a. On the date the decision to take disciplinary action is made, the student's parent/guardian is notified of the decision and provided with a procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530.)
 - b. A manifestation determination review is conducted and the manifestation determination review team determines that the student's conduct was not a manifestation of his/her disability.
6. Following expulsion of a special education student, the student's IEP team shall determine the services necessary to enable him/her to participate in the general education curriculum in another setting and allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530.)

SUBJECT: Board Policy and Regulation 5117 Interdistrict Transfers

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and adopt the revised Interdistrict Transfer Policy.

BACKGROUND:

Board Policies and accompanying Administrative Regulations are often reviewed and revised based on changing statutes in the California Education Code, new legal findings and changes in practice. Policy and Regulation #5117 deals with Interdistrict Transfers and Attendance. Revisions to these policies and regulations have been recommended and vetted by legal counsel.

INFORMATION:

At the recommendation of legal counsel, revisions to Policy and Regulation #5117 include the following:

- 1) The addition of an “in-house” appeal hearing. Following the denial of an Interdistrict Transfer by the Assistant Superintendent, the parent may appeal to the Superintendent, and then to the local Board and request a hearing. Following those denials, the parent may then appeal to the County Board and request a hearing there. This would satisfy requests by the County Board for the local Board to hear appeals before they reach the County.
- 2) Ed Code now requires that special consideration be given to cases of extreme bullying. These types of cases are rare, but the District did encounter one such case last year.
- 3) A level of flexibility is now added to the Assistant Superintendent that will allow that office to make exceptions as warranted

The District is reviewing the recommendation to establish Interdistrict Transfer Agreements with both MPUSD and NMCUSD, whereby the District would be compensated for any transfers that are required by the County Board. These agreements would come to the Board at a future Board meeting once they are finalized.

FISCAL IMPACT:

None.

INTERDISTRICT ATTENDANCE

Because the Pacific Grove Unified School District is a “basic aid” district, the State does not provide funding to educate children who reside in other school districts. As a result, enrollment of students whose parents or guardians reside in other school districts reduces the educational resources available for resident students and increases class size. It is therefore the District’s general policy not to accept interdistrict transfer students who might otherwise be allowed to enroll under Education Code sections 46600 *et seq.* or subdivision (b) section 48204 of the Education Code.

School District of Choice

The District elects not to be a “school district of choice” as defined in Education Code 48300 through 48316, and no transfers will be accepted pursuant to Education Code 48300 *et seq.*

Interdistrict Attendance Agreements

The Board may enter an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the Districts. The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It may also contain standards agreed to by both districts for reapplication and/or revocation of the student’s permit. (Education Code 46600)

Interdistrict Attendance Permits

The Board of Education delegates to the Superintendent or designee the authority to grant or deny interdistrict attendance permit requests. The Superintendent or designee may make exceptions to the District’s general policy of denying interdistrict attendance permit requests under those circumstances set forth in this policy and Administrative Regulation #5117.

Victims of Bullying

In accordance with law, students who have been determined to be victims of bullying as defined in Education Code section 48900, subdivision (r), shall be given priority consideration for an interdistrict transfer permit as set forth in Administrative Regulation #5117.

Annual Reapplication Required

Unless otherwise specified in law, each student who resides outside the District boundaries and who wishes to attend a school within the District must apply for readmission to the District prior to each school year. However, existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year.

Updated and Accurate Information

Any student enrolled in the District pursuant to this policy shall immediately notify the District of any change in circumstances which would affect the student’s eligibility for admittance under this policy. Failure to provide such notification may result in disenrollment and/or disqualification from future enrollment under this policy.

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INTERDISTRICT ATTENDANCE**Falsification of Information**

In no event shall interdistrict attendance be approved, and any such permission for attendance previously approved shall be immediately revoked, if false information has been provided to the District in a student's interdistrict attendance application or in any initial or subsequent residency claim or documentation provided to the District.

Legal Reference:**EDUCATION CODE**

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48209-48209.16 Student attendance alternatives

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Admission of persons including nonresidents to attendance area; workers' compensation for pupils

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INTERDISTRICT ATTENDANCE

~~The Pacific Grove Unified School District is a “basic aid” school District; therefore the enrollment of children who reside in other Districts brings only a nominal additional amount into the District’s budget, whereas the cost of educating each additional student transferred from another District is the same as if the student lived in the District. Because the Pacific Grove Unified School District is a “basic aid” district, the State does not provide funding to educate children who reside in other school districts. As a result, enrollment of students whose parents or guardians reside in other school districts reduces the educational resources available for resident students and increases class size.~~ It is therefore the District’s general policy not to accept interdistrict transfer students who might otherwise be allowed to enroll under Education Code sections 46600 *et seq.* or subdivision (~~b~~~~f~~) section 48204 of the Education Code.

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The Board may enter an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the Districts. The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It may also contain standards agreed to by both districts for reapplication and/or revocation of the student’s permit. (Education Code 46600)

Interdistrict Attendance Permits

The Board of Education delegates to the Superintendent or designee the authority to grant or deny interdistrict attendance permit requests. The Superintendent or designee may make exceptions to the District’s general policy of denying interdistrict attendance permit requests under those circumstances set forth in this policy and Administrative Regulation #5117.

1. ~~The District may make exceptions to its general policy in any of the following situations:~~
 - a. ~~When the student’s parent/guardian provides written evidence that the family will be moving to the District in the immediate future and would like the student to start the year in the District.~~
 - b. ~~When the student is the child of a district employee living outside the district boundaries. This section shall only apply to such employees (certificated, classified, confidential or management) working a minimum of 20 hours per week or 0.5 FTE.~~
2. ~~The District will consider the following factors in determining whether to admit a student who applies for readmission pursuant to paragraph 1:~~
 - a. ~~Whether there is space available to admit the student without upsetting student teacher ratios.~~
 - b. ~~The student’s school record, including any discipline and/or attendance problems, and~~
 - c. ~~Whether the student has needs for education which may cost the District more than the District will receive in additional state aid and may cause additional cumulative demands upon District resources.~~

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INTERDISTRICT ATTENDANCE**Victims of Bullying**

In accordance with law, students who have been determined to be victims of bullying as defined in Education Code section 48900, subdivision (r), shall be given priority consideration for an interdistrict transfer permit as set forth in Administrative Regulation #5117.

Annual Reapplication Required

3. Unless otherwise specified in law, each student who resides outside the District boundaries and who wishes to attend a school within the District must apply for readmission to the District prior to each school year. However, existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year.

Updated and Accurate Information

Any student enrolled in the District pursuant to this policy shall immediately notify the District of any change in circumstances which would affect the student's eligibility for admittance under this policy. Failure to provide such notification may result in disenrollment and/or disqualification from future enrollment under this policy.

Falsification of Information

In no event shall interdistrict attendance be approved, and any such permission for attendance previously approved shall be immediately revoked, if false information has been provided to the District in a student's interdistrict attendance application or in any initial or subsequent residency claim or documentation provided to the District.

Legal Reference:**EDUCATION CODE**

46600-46611 Interdistrict attendance agreements

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48209-48209.16 Student attendance alternatives

48915 Expulsion; particular circumstances

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48980 Notice at beginning of term

52317 Admission of persons including nonresidents to attendance area; workers' compensation for pupils

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INTERDISTRICT ATTENDANCE

Exceptions to General Policy

The Superintendent or designee may make exceptions to the District's general policy of denying interdistrict attendance permits only if capacity is available and only for the following students:

1. *Students Moving Into the District in the Immediate Future.* Interdistrict attendance permits may be approved for students whose parent(s) or guardian(s) provides written evidence that the family will be moving into the District in the immediate future and would like to the student to start the school year in the District.
2. *Students of District Employees Living Outside the District Boundaries.* Interdistrict attendance permits may be approved for students of District employees (certificated, classified, confidential or management) living outside of District boundaries and who are employed by the District for a minimum of 20 hours per week or 0.5 FTE. District employees whose children have been admitted under this policy must apply for readmission annually, and permits will only be approved for so long as the parent or guardian continues to be employed by the District for a minimum of 20 hours per week or 0.5 FTE.

Unless the Superintendent or designee grants an extension, the student's interdistrict attendance permit shall be revoked within 30 calendar days if for any reason the employee is released, resigns, or reduces his or her working hours below the minimum threshold.

3. *Mid-Year Residency Changes.* Interdistrict attendance permits may be approved for a student whose residency changes after mid-year and who notifies the District of the change of residency, in order to permit the student to continue his or her attendance in a District school only until the end of the current school semester. In cases where transferring to a new school district after the end of the current semester would cause a severe hardship, the Superintendent is authorized to grant the interdistrict attendance permit through the end of the current school year. Such permits shall not be renewed.
4. *High School Seniors.* Interdistrict attendance permits may be approved for students who have successfully completed their junior year in a District high school and wish to complete their senior year at the same school.

In determining whether to approve an interdistrict attendance permit, the Assistant Superintendent or designee shall consider the following factors:

- a. Whether there is available space to admit the student without disruption of the current student-teacher ratios.

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Adopted: 9/03/98
Revised Sept. 17, 2009
Revised January 22, 2015

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- b. The student's school record, including any discipline and attendance problems
- c. Whether educating the student may cost the District more than the District will receive in additional state aid and which may cause additional cumulative demands upon District resources.

Victims of Bullying

Where a student has been determined by personnel of the District or his or her district of residence to have been the victim of an act of bullying as defined in Education Code 48900(r), committed by a student enrolled in the student's district of residence, at the request of the student's parent(s) or guardian(s), the student shall be given priority for interdistrict transfer under any existing interdistrict attendance agreement between the District and another district, subject to the terms of the interdistrict attendance agreement and a review of the individual student's circumstances. In the absence of an existing interdistrict attendance agreement between the District and another district, if a student desiring to transfer is determined to have been the victim of an act of bullying under Education Code 48900(r), the District shall give additional consideration to the creation of an interdistrict attendance permit. (Education Code 46600, 48900(r)) Students seeking to an interdistrict transfer on the basis that they were a victim of bullying under Education Code section 48900(r), must provide documentation confirming that they were in fact a victim of bullying within the past school year, as determined by their district of residence.

Initial Requests

The Assistant Superintendent may approve or deny initial interdistrict attendance permit requests in accordance with applicable law and District policy and regulation. Within 30 days of the receipt of an interdistrict attendance permit request, the Assistant Superintendent shall notify the parent(s) or guardian(s) of a student who is denied interdistrict attendance regarding the process for appeal.

Appeal Process

An appeal to the Superintendent may be filed within ten (10) calendar days of the date listed on the denial by the Assistant Superintendent. The parent(s) or guardian(s) of a student whose interdistrict transfer request has been denied will be offered an opportunity to meet with the Superintendent and within twenty (20) calendar days after the appeal was filed, the Superintendent will give his or her decision, in writing, to the parent(s) or guardian(s). Except in cases where good cause is shown, the record shall not be reopened to consider evidence or argument which was not presented in the initial interdistrict transfer request. Failure to appeal within the required time shall be considered as cause for denial of an appeal.

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Revised January 22, 2015

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If denied by the Superintendent, an appeal to the Board of Education may be filed within ten (10) calendar days of the date listed on the denial by the Superintendent. Within thirty (30) calendar days after the appeal was filed, the Board of Education will conduct a hearing and give their decision, in writing, to the parent(s) or guardian(s). Failure to appeal within the required time shall be considered as cause for denial of an appeal.

If the Board of Education denies the appeal, the Superintendent or designee shall advise the person requesting the interdistrict attendance permit regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

Enrollment in ROC or ROP Program

Interdistrict attendance agreements or permits shall not be required for students enrolling in an ROC or ROP program. (Education Code 52317)

Revocation

A student's interdistrict attendance permit may be revoked at any time during the school year due to unsatisfactory attendance or tardiness, behavior, poor academic performance, disruption of the educational program, or because it is determined that a parent or guardian made false statements or misrepresentations in applying for the student's interdistrict attendance permit.

Transportation

Transportation will not be provided for students attending a District school on an interdistrict attendance permit.

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INTERDISTRICT ATTENDANCE AGREEMENT

Exceptions to General Policy

The Superintendent or designee may make exceptions to the District's general policy of denying interdistrict attendance permits ~~approve interdistrict agreements~~ only if capacity is available and only for the following students:

1. Students Moving Into the District in the Immediate Future. Interdistrict attendance permits may be approved for students whose parent(s) or guardian(s) provides written evidence that the family will be moving into the District in the immediate future and would like to the student to start the school year in the District.
2. Students of District Employees Living Outside the District Boundaries. - Interdistrict attendance permits may be approved for students of District employees (certificated, classified, confidential or management) living outside of District boundaries and who are employed by the District for a minimum of 20 hours per week or 0.5 FTE. -District employees whose children have been admitted under this policy must apply for readmission annually, and permits will only be approved for so long as the parent or guardian continues to be employed by the District for a minimum of 20 hours per week or 0.5 FTE.

Unless the Superintendent or designee grants an extension, the student's interdistrict attendance permit shall be revoked within 30 calendar days if for any reason the employee is released, resigns, or reduces his or her working hours below the minimum threshold. These agreements are to be applied for annually, so long as the parent or guardian of the student maintains District employment, and will only be denied if attendance or disciplinary issues are significantly serious enough to deny such continuance. This section shall only apply to such employees (certificated, classified, confidential or management) working a minimum of 20 hours per week or 0.5 FTE.

3. Mid-Year Residency Changes. Interdistrict attendance permits may be approved for a student whose residency changes after mid-year and who notifies the District of the change of residency, in order to permit the student to continue his or her attendance in a District school only until the end of the current school semester. In cases where transferring to a new school district after the end of the current semester would cause a severe hardship, the Superintendent is authorized to grant the interdistrict attendance permit through the end of the current school year. Such permits shall not be renewed.
2. ~~Students with single year agreements designed to allow them to continue the current year without displacement until the year is concluded. These agreements will normally only be~~

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Adopted: 9/03/98
Revised Sept. 17, 2009
Revised January 22, 2015

Pacific Grove Unified School District

Students

Regulation #5117

INTERDISTRICT ATTENDANCE AGREEMENT

- ~~issued for displacements occurring after mid-year, unless unusual circumstances cause an earlier issuance to be granted. These agreements are not subject to renewal.~~
43. ~~*High School Seniors. Students who will be high school seniors and who have attended Pacific Grove High School for at least their junior year*~~ Interdistrict attendance permits may be approved for students who have successfully completed their junior year in a District high school and wish to complete their senior year at the same school. ~~may be issued an inter-District transfer to allow the completion of their senior year in the District. Such agreements will be subject to available school capacity, and satisfactory student attendance and disciplinary matters.~~

In determining whether to approve an interdistrict attendance permit, the Assistant Superintendent or designee shall consider the following factors:

- a. Whether there is available space to admit the student without disruption of the current student-teacher ratios.
- b. The student's school record, including any discipline and attendance problems
- c. Whether educating the student may cost the District more than the District will receive in additional state aid and which may cause additional cumulative demands upon District resources.

Victims of Bullying

Where a student has been determined by personnel of the District or his or her district of residence to have been the victim of an act of bullying as defined in Education Code 48900(r), committed by a student enrolled in the student's district of residence, at the request of the student's parent(s) or guardian(s), the student shall be given priority for interdistrict transfer under any existing interdistrict attendance agreement between the District and another district, subject to the terms of the interdistrict attendance agreement and a review of the individual student's circumstances. In the absence of an existing interdistrict attendance agreement between the District and another district, if a student desiring to transfer is determined to have been the victim of an act of bullying under Education Code 48900(r), the District shall give additional consideration to the creation of an interdistrict attendance permit. (Education Code 46600, 48900(r)) Students seeking to an interdistrict transfer on the basis that they were a victim of bullying under Education Code section 48900(r), must provide documentation confirming that they were in fact a victim of bullying within the past school year, as determined by their district of residence.

Initial Requests

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Adopted: 9/03/98
Revised Sept. 17, 2009

Revised January 22, 2015

Pacific Grove Unified School District

Students

Regulation #5117

INTERDISTRICT ATTENDANCE AGREEMENT

The Assistant Superintendent may approve or deny initial interdistrict attendance permit requests in accordance with applicable law and District policy and regulation. Within 30 days of the receipt of an interdistrict attendance permit request, the Assistant Superintendent shall notify the parent(s) or guardian(s) of a student who is denied interdistrict attendance regarding the process for appeal.

Appeal Process

An appeal to the Superintendent may be filed within ten (10) calendar days of the date listed on the denial by the Assistant Superintendent. The parent(s) or guardian(s) of a student whose interdistrict transfer request has been denied will be offered an opportunity to meet with the Superintendent and within twenty (20) calendar days after the appeal was filed, the Superintendent will give his or her decision, in writing, to the parent(s) or guardian(s). Except in cases where good cause is shown, the record shall not be reopened to consider evidence or argument which was not presented in the initial interdistrict transfer request. Failure to appeal within the required time shall be considered as cause for denial of an appeal.

If denied by the Superintendent, an appeal to the Board of Education may be filed within ten (10) calendar days of the date listed on the denial by the Superintendent. Within thirty (30) calendar days after the appeal was filed, the Board of Education will conduct a hearing and give their decision, in writing, to the parent(s) or guardian(s). Failure to appeal within the required time shall be considered as cause for denial of an appeal.

If the Board of Education denies the appeal, the Superintendent or designee shall advise the person requesting the interdistrict attendance permit regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

~~Residency of students must be documented through proof of the residency of their legal guardian or documented "caregiver" relative. Such proof can include lease agreements, utility bills, etc. Students living with a friend on an ongoing basis for which legal guardianship has not been issued through a court of law will not be considered District residents for the purpose of establishing rights to attend the Pacific Grove Unified School District's schools. Students living with a relative who is not their legal guardian must have the relative sign a "Caregiver's Authorization Affidavit"~~

Enrollment in ROC or ROP Program

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Adopted: 9/03/98

Revised Sept. 17, 2009

Revised _____January 22, 2015

Pacific Grove Unified School District

Students

Regulation #5117

INTERDISTRICT ATTENDANCE AGREEMENT

Interdistrict attendance agreements or ~~application~~permits shall not be required for students enrolling in an ROC or ROP program. (Education Code 52317)

Revocation

A student's interdistrict ~~agreement~~attendance permit may be revoked at any time during the school year because of due to unsatisfactory attendance or tardiness, behavior, poor academic performance, disruption of the educational program, or because it is determined that a parent or guardian made false statements or misrepresentations in applying for the student's interdistrict attendance permit.
~~excessive truancy or continual disruption of the educational program.~~

Transportation

~~With the approval of the Superintendent or designee, t~~Transportation ~~normally provided for students living in the District may~~will not be provided for students attending a District school on an interdistrict attendance ~~agreement when space is available.~~permit.

Denial of Inter-District Transfer Agreement

~~The parent/guardian of a student who is denied a transfer requested pursuant to Education Code 46600-46611 shall receive timely notice, in accordance with law, regarding the process for appeal to the County Board of Education. This notice shall be provided by the District denying the request, or, in the absence of an agreement between the Districts, by the District of residence.~~

~~Students who are under consideration for expulsion or who have been expelled may not appeal inter-District attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (EC 46601)~~

SUBJECT: Board Calendar/Future Meetings

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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.

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, 2014/2015 School Year

Jan. 22	Regular Board Meeting ✓ Budget process begins ✓ Report on Governor's Budget Proposal ✓ Preliminary enrollment projection for 2014/16 ✓ Williams/Valenzuela Uniform Complaint Report	Community High School (School Site Visit)
Feb. 5	Regular Board Meeting ✓ Review of Governor's Budget Proposal ✓ Budget requests regarding staffing finalized (TBA) ✓ Budget projections and assumptions ✓ Possible personnel action presented as information ✓ Preliminary Review of Site Master Schedules	District Office
Mar. 5	Regular Board Meeting ✓ Week of School Administrator ✓ Second Interim Report ✓ Possible personnel action (RIF) ✓ Open House schedules reviewed	District Office
Mar. 19	Regular Board Meeting ✓ Budget projections and assumptions ✓ Class size guidelines ✓ Enrollment	District Office
Apr. 16	Regular Board Meeting ✓ Board Priorities for 2015/16 Instructional Program Design ✓ Budget Study Session scheduled if needed ✓ Review of Strategic plan and LCAP ✓ Williams/Valenzuela Uniform Complaint Report ✓ Review of Facilities Depreciation Schedule and Associated Budget	District Office
May 7	Regular Board Meeting ✓ Begin Superintendent Evaluation ✓ California Day of the Teacher ✓ Final Review of Site Master Schedules ✓ Draft 2015/16 Board meeting calendar, Aug. – Dec. ✓ Review of Strategic plan and LCAP	District Office
May 21	Regular Board Meeting ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2015/16 ✓ Superintendent's evaluation ✓ Identify Board member representatives for graduation ✓ Review Facility Use Fee Schedule ✓ LCAP Public Hearing ✓ Review Governor's revised budget ✓ Present 2015/16 Budget	District Office
June 4	Regular Board Meeting ✓ Adopt budget for 2015/16 ✓ Recommend approval of LCAP ✓ Public hearing on budget ✓ Williams/Valenzuela Uniform Complaint Report ✓ Approve 2015/16 Board meeting calendar, Aug. – Dec. ✓ Complete Superintendent Evaluation	District Office
June 30	Regular Board Meeting ✓ Approval of contracts and purchase orders for 2015/16	District Office

SUBJECT: Review of the Governor's Budget Proposal for 2015-16

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

District Administration recommends that the Board review the information provided regarding the Governor's Budget Proposal for 2015-16.

BACKGROUND:

Each January, the Governor issues his Governor's Budget Proposal which is the first official announcement of the state budget for the coming fiscal year. Then in May, the Governor's May Revision of the January budget proposal is issued which provides much more detail. School districts watch closely for the release of both these documents, and use them as the basis for developing their own district budgets, which must be adopted by June 30.

INFORMATION:

Please see the attached summary of the Governor's Budget Proposal.

FISCAL IMPACT:

None.

Governor's January Budget Proposal 2015-16

Local Control Funding Formula (LCFF) – The implementation of the LCFF does not affect PGUSD, as we are fully funded from local property taxes, and receive no funding based on the LCFF. School districts with property tax revenues that exceed the formula funding levels will continue to retain their local tax growth, and will receive a minimum state aid allocation that is reduced by the cuts incurred during the recession (the Fair Share) which under the LCFF, are carried forward into future years for these districts.

This is the third year of a seven-year phase in of the LCFF, which will be fully implemented by 2020-21. The switch to the new funding formula is now 32.19% complete. The new formula will result in elimination of the old Revenue Limit formula along with its deficit factor. Because the Governor's proposal provides \$4.0 billion to implement the LCFF, enrollment-funded school districts are expected to receive an additional 8.7% in funding next year, which is equivalent to \$675 per student.

Federally funded categorical programs such as Child Nutrition and Special Education will remain outside of the new formula. Also, there are provisions in the new formula that call for lower class sizes by the year 2020-21 with grades K-3 targeted to be no higher than an average of 24:1, unless a different class size is agreed upon locally.

Special Education – The Governor's budget contains a 1.58% COLA for special education and an additional allocation to fund special education ADA growth. The state is expected to soon reveal recommendations put forward by its 32-member task force that has developed specific goals in the areas of teacher preparation, credentialing, professional development, education delivery models, assessment and accountability, early learning and fiscal issues.

Deferrals – The proposed budget includes \$900 million in funding which will fully reverse previous cash deferrals that have been imposed over the last several years. This funding does not affect PGUSD because we were not subject to cash apportionment deferrals at the time they were imposed.

Adult Education – The Governor's proposal states that it still intends to invest in Adult Education programs in 2015-16. The consortia recommendations for revision of Adult Education programs will be completed in 2015. For the 2015-16 fiscal year, Adult Education programs will continue to be funded at their Maintenance of Effort requirement. In future years however, a new funding formula will be developed by each local Adult Education Consortium.

Mandated Cost Reimbursement – The state has accrued a \$5.4 billion debt to school districts, (including PGUSD), for unreimbursed Mandated Costs. The long term plan is to pay back this debt completely by 2017-18. The good news is that, while there was no funding included in last year's budget, the budget proposal for 2015-16 contains \$1.1 billion in Mandated Cost reimbursements. This is one-time discretionary money that is a payment on debt owed to school districts. The state

did not provide any funding for Common Core implementation this year, and is recommending that school districts use these debt payments to pay for Common Core expenditures.

Pupil Transportation – There are no changes proposed to the Pupil Transportation program. The funding continues to be an add-on to the LCFF and no COLA has been applied.

Prop 39 - The California Clean Energy Jobs Act (Prop 39) was approved by voters in 2012 to support energy efficiency. Proposition 39 funding can be used by school districts to undertake energy efficient measures, including the construction of buildings that use less energy, purchasing energy efficient equipment, and undertaking renewable energy projects. PGUSD is expected to receive approximately \$100,000 per year over five years.

CalSTRS – The Governor's budget proposal notes that the California State Teacher's Retirement System (CalSTRS) faces a growing unfunded liability of \$80 billion and may exhaust its assets within 30 years. In 2013, CalSTRS presented a report to the Legislature with options for improving the funded status of retirement plans, which would require increases in the contributions from employees, employers, and the state. Employer costs for retirement benefits for both CalSTRS and CalPERS are projected to nearly double over the next several years. The Budget Proposal does not address these cost increases.

Next Steps - The Governor's budget proposal marks the beginning of the budget cycle. Between now and May, when the Governor's May Revision of his budget proposal is issued, the Legislature will have much to say about this budget proposal, and more information will be released. The next report to the PGUSD Board will be made in May once the May Revision has been released.

SUBJECT: Review of District Enrollment Projections for 2015-16

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review the attached Enrollment projections and provide direction as needed.

BACKGROUND:

One of the first steps in the budgeting process is to estimate the number of students expected to be enrolled at each grade level. Once the number of students is projected, the District can then identify staffing needs based upon changes in enrollment.

INFORMATION:

Utilizing actual enrollment data, student enrollment for 2015-16 is projected using a five-year weighted average formula. The formula takes the current year enrollment at each grade level and adjusts it by the average percentage change at each grade level over the last five years.

Observations:

- 1) Forest Grove enrollment is expected to decrease by 1 student to 459 students. Without changing their current staffing levels, the Forest Grove student-teacher ratio will remain at 21.9.
- 2) Robert Down enrollment is expected to decrease by 10 students to 458 students. Without changing their current staffing levels, the Robert Down student-teacher ratio will drop from 23.4 to 22.9.
- 3) Middle School enrollment is expected to increase by 6 students to 478 students. Without changing their current staffing levels, the Middle School student-teacher ratio will increase from 18.8 to 18.9.
- 4) High School enrollment is expected to increase by 8 students to 604 students. Without changing their current staffing levels, the High School student-teacher ratio will increase from 18.3 to 18.5.
- 5) Overall, District enrollment is expected to increase by 3 students to 2,018.
- 6) The contract agreement with PGTA states that Forest Grove and Robert Down shall have an average student-teacher ratio of 29:1; the Middle School shall average 26:1; and the High School shall average 28 to 1. Each site's student-teacher ratio remains well below the contracted maximum.

See attached spreadsheets for more detail.

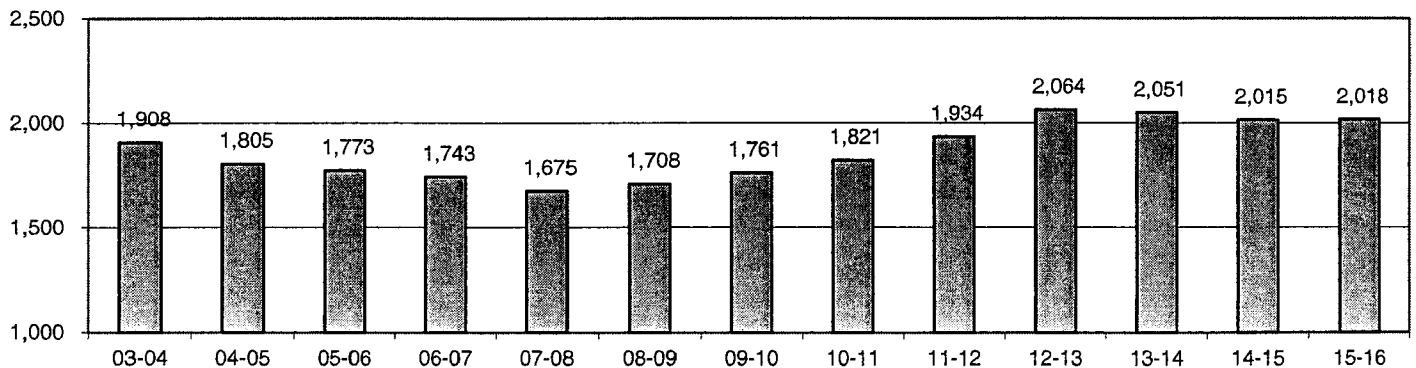
FISCAL IMPACT:

Changes in enrollment have no impact on revenues because the District receives its funding from property taxes. However, changes in enrollment will result in changes to Site Allocations and any other budgets that receive funding based on enrollment.

Enrollment - CBEDS

5-year weighted average	2008-09 actual		2009-10 actual		2010-11 actual		2011-12 actual		2012-13 actual		2013-14 actual		2014-15 actual		2015-16 estimate	
	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%
Forest Grove																
TK											22		27		27	
K	66		65		72		78		74		64		78		72	
1	67	6.3%	60	-9.1%	70	7.7%	72	0.0%	77	-1.3%	68	-8.1%	64	0.0%	77	-1.5%
2	56	7.7%	66	-1.5%	68	13.3%	77	10.0%	78	8.3%	71	-7.8%	69	1.5%	66	3.0%
3	52	15.6%	63	12.5%	71	7.6%	80	17.6%	81	5.2%	67	-14.1%	69	-2.8%	69	0.1%
4	63	14.5%	66	26.9%	67	6.3%	80	12.7%	86	7.5%	89	9.9%	75	11.9%	74	7.2%
5	63	16.7%	64	1.6%	70	6.1%	75	11.9%	93	16.3%	77	-10.5%	78	-12.4%	74	-0.7%
Total	367		384		418		462		489		458		460		459	
change	48	15.0%	17	4.6%	34	8.9%	44	10.5%	27	5.8%	(31)	-6.3%	2	0.4%	(1)	-0.2%
Robert Down																
K	62		55		74		86		88		70		76		72	
1	60	0.0%	63	1.6%	71	29.1%	80	8.1%	86	0.0%	91	3.4%	72	2.9%	78	3.2%
2	60	-1.6%	69	15.0%	66	4.8%	79	11.3%	84	5.0%	90	4.7%	79	-13.2%	72	0.4%
3	57	1.8%	65	8.3%	70	1.4%	76	15.2%	81	2.5%	72	-14.3%	85	-5.6%	77	-2.3%
4	52	2.0%	63	10.5%	61	-6.2%	72	2.9%	78	2.6%	87	7.4%	72	0.0%	87	2.2%
5	58	-10.8%	58	11.5%	66	4.8%	62	1.6%	71	-1.4%	77	-1.3%	84	-3.4%	71	-0.9%
Total	349		373		408		455		488		487		468		458	
change	(6)	-1.7%	24	6.9%	35	9.4%	47	11.5%	33	7.3%	(1)	-0.2%	(19)	-3.9%	(10)	-2.1%
Middle School																
6	124	10.7%	131	8.3%	126	3.3%	150	10.3%	150	9.5%	174	6.1%	153	-0.6%	160	-1.1%
7	140	6.9%	133	7.3%	144	9.9%	148	17.5%	162	8.0%	162	8.0%	163	-6.3%	156	2.0%
8	124	6.0%	142	1.4%	138	3.8%	152	5.6%	157	6.1%	148	-8.6%	156	-3.7%	162	-0.8%
Total	388	-1.3%	406	4.6%	408	0.5%	450	10.3%	469	4.2%	484	3.2%	472	-2.5%	478	1.3%
change	(5)	-1.3%	18	4.6%	2	0.5%	42	10.3%	19	4.2%	15	3.2%	(12)	-2.5%	6	1.3%
High School																
9	145	0.0%	150	21.0%	150	5.6%	146	5.8%	173	13.8%	153	-2.5%	160	8.1%	165	6.0%
10	150	1.4%	152	4.8%	137	-8.7%	151	0.7%	155	6.2%	167	-3.5%	151	-1.3%	159	-0.8%
11	143	-1.4%	145	-3.3%	132	-13.2%	128	-6.6%	153	1.3%	140	-9.7%	151	-9.6%	140	-7.3%
12	147	-7.5%	131	-8.4%	141	-2.8%	125	-5.3%	116	-9.4%	135	-11.8%	134	-4.3%	140	-7.2%
Total	585		578		560		550		597		595		596		604	
change	1	0.2%	(7)	-1.2%	(18)	-3.1%	(10)	-1.8%	47	8.5%	(2)	-0.3%	1	0.2%	8	1.4%
CHS	19		20		27		17		21		27		19		18	
District	1,708		1,761		1,821		1,934		2,064		2,051		2,015		2,018	
change	33	2.0%	53	3.1%	60	3.4%	113	6.2%	130	6.7%	(13)	-0.6%	(36)	-1.8%	3	0.1%

Enrollment - CBEDS



Enrollment - 2014-15

	May	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	15-16
Forest Grove													
TK 1.00	24	28	27	27	27	27	27	27					
(Klevan)	24.0	28.0	27.0	27.0	27.0	27.0	27.0	27.0	-	-	-	-	-
K 3.00	69	65	79	78	79	79	79	79					
sped=0	23.0	21.7	26.3	26.0	26.3	26.3	26.3	26.3	-	-	-	-	-
1 3.00	66	57	61	61	61	60	62	62					
sped=4	22.0	19.0	20.3	20.3	20.3	20.0	20.7	20.7	-	-	-	-	-
2 3.00	68	56	67	67	67	67	67	67					
sped=2	22.7	18.7	22.3	22.3	22.3	22.3	22.3	22.3	-	-	-	-	-
3 3.00	73	65	68	67	68	66	67	67					
sped=1	24.3	21.7	22.7	22.3	22.7	22.0	22.3	22.3	-	-	-	-	-
4 3.00	87	66	69	71	71	70	71	72					
sped=4	29.0	22.0	23.0	23.7	23.7	23.3	23.7	24.0	-	-	-	-	-
5 3.00	68	75	78	76	74	76	76	75					
sped=3	22.7	25.0	26.0	25.3	24.7	25.3	25.3	25.0	-	-	-	-	-
2.00	10	12	12	14	13	14	13	14					
Total 21.00	465	424	461	461	460	459	462	463	-	-	-	-	-
Class Size Ratio	22.8	21.7	22.0	22.0	21.9	21.9	22.0	22.0	-	-	-	-	-
Robert Down													
K 3.00	72	73	75	76	79	79	79	77					
	24.0	24.3	25.0	25.3	26.3	26.3	26.3	25.7	-	-	-	-	-
1 4.00	88	74	72	72	72	72	74	74					
	22.0	18.5	18.0	18.0	18.0	18.0	18.5	18.5	-	-	-	-	-
2 4.00	82	81	79	79	81	80	80	79					
	20.5	20.3	19.8	19.8	20.3	20.0	20.0	19.8	-	-	-	-	-
3 3.00	71	80	84	86	82	82	81	81					
	23.7	26.7	28.0	28.7	27.3	27.3	27.0	27.0	-	-	-	-	-
4 3.00	83	71	72	73	71	71	72	74					
	27.7	23.7	24.0	24.3	23.7	23.7	24.0	24.7	-	-	-	-	-
5 3.00	71	78	82	84	87	87	85	85					
	23.7	26.0	27.3	28.0	29.0	29.0	28.3	28.3	-	-	-	-	-
Total 20.00	467	457	464	470	472	471	471	470	-	-	-	-	-
Class Size Ratio	23.4	22.9	23.2	23.5	23.6	23.6	23.6	23.5	-	-	-	-	-
Middle School													
6	175	138	152	153	155	155	152	154					
7	156	162	164	163	163	163	163	164					
8	154	148	155	156	156	159	159	157					
Total 25.16	485	448	471	472	474	477	474	475	-	-	-	-	-
Class Size Ratio	19.3	17.8	18.7	18.8	18.8	19.0	18.8	18.9	-	-	-	-	-
High School													
9	147	156	163	160	158	159	154	155					
10	154	148	152	151	149	150	150	153					
11	135	157	156	151	150	150	147	144					
12	133	132	134	134	134	132	128	128					
Total 32.60	569	593	605	596	591	591	579	580	-	-	-	-	-
Class Size Ratio	17.5	18.2	18.6	18.3	18.1	18.1	17.8	17.8	-	-	-	-	-
Community High School													
Total CHS	23	17	18	19	19	18	19	20					
Total District	2,009	1,939	2,019	2,018	2,016	2,016	2,005	2,008	-	-	-	-	-
13-14 Prior Yr	x	2,038	2,043	2,049	2,058	2,055	2,034	2,037	2,028	2,017	2,011	2,009	
Change	x	(99)	(24)	(31)	(42)	(39)	(29)	(29)	(2,028)	(2,017)	(2,011)	(2,009)	

SUBJECT: Review of Property Tax Revenue for 2014-15

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

Administration recommends that the Board review the year-to-date receipts of Property Tax Revenue.

BACKGROUND:

Property Tax revenues are received in various amounts throughout the year, but the majority of receipts occur in the months of December and April as homeowners pay their property tax bills. The budget for property tax revenues should be reviewed following the December and April receipts of property tax revenues by the County Assessor's Office. When the actual amounts are known, they can be compared to budgeted amounts and the District Budget can be revised if necessary.

INFORMATION:

Budgeted:

Last year (2013-14), total annual property tax revenue received by the District was \$20,283,021, which was an increase of \$875,798 (4.51%) when compared to 2012-13 receipts. For the current year, the District budgeted \$21,473,380, which is an increase of \$1,190,359 (5.90%) over the prior year's actuals.

Year-to-Date Receipts:

For the current year, actual property tax receipts **through December** are \$12,074,561. When this amount is compared to December receipts a year ago of \$11,385,033, we show an increase of \$689,528, an increase of 6.06%.

YEAR	ACTUALS	CHANGE
Dec 2009-10	\$10,574,851	decrease of \$127,058 (-1.19%)
Dec 2010-11	\$10,703,836	increase of \$128,985 (1.22%)
Dec 2011-12	\$10,694,939	decrease of \$ 8,897 (-0.08%)
Dec 2012-13	\$10,959,537	increase of \$264,598 (2.47%)
Dec 2013-14	\$11,385,033	increase of \$425,496 (3.88%)
Dec 2014-15	\$12,074,561	increase of \$689,528 (6.06%)

See attached history of Property Tax Revenue for more detail.

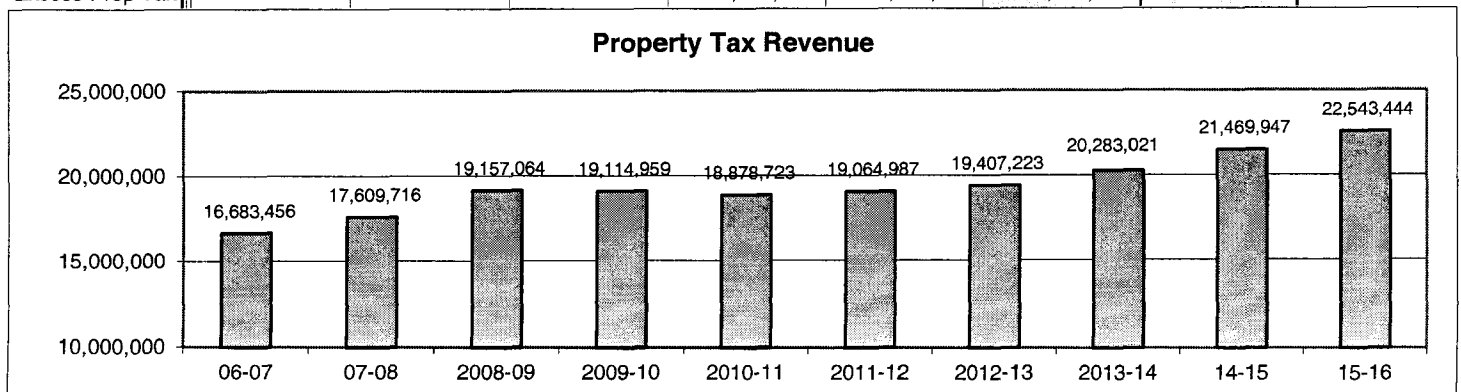
When we start developing the budget for next year, we will have year-to-date receipts through April that we can use as a basis for budget preparation. This usually represents about 98% of all Property Tax receipts providing us a good basis for budget estimates.

FISCAL IMPACT:

This agenda item is for review only.

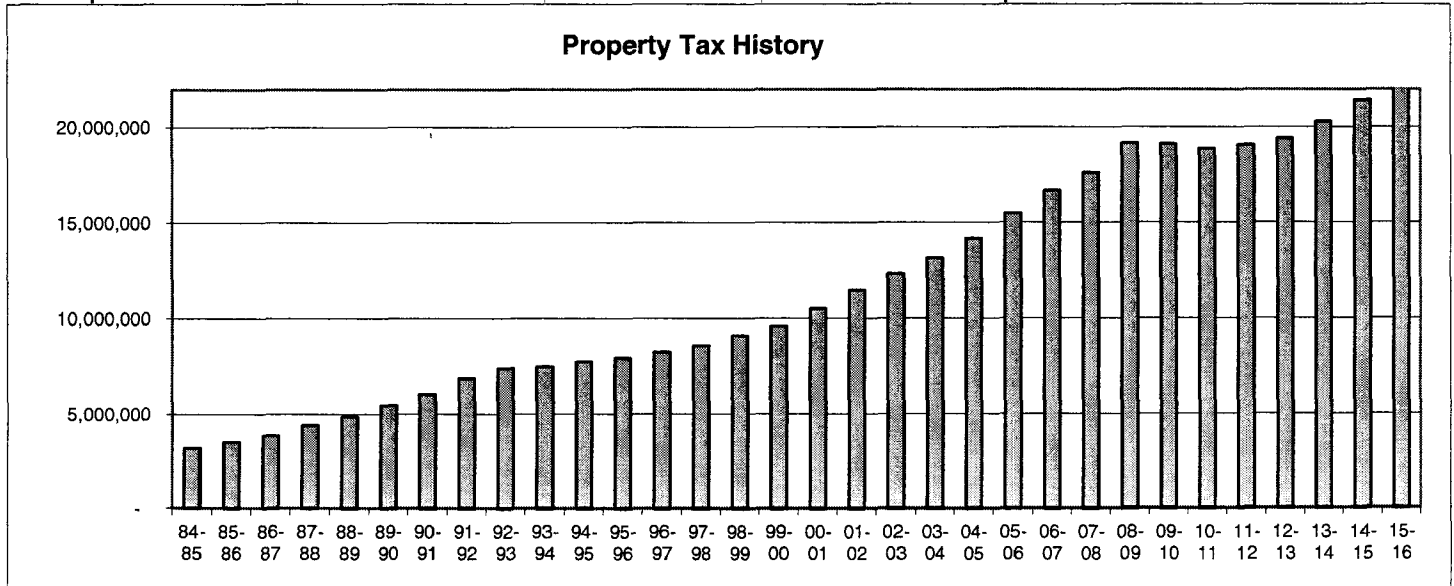
Property Tax Revenue

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
	actual	actual	actual	actual	actual	act/budget	estimate	estimate
July	180,371			122,225	-	-	-	-
Year-to-Date	180,371	-	-	122,225	-	-	-	-
August		175,899	159,786		-	-	-	-
Year-to-Date	180,371	175,899	159,786	122,225	-	-	-	-
September	262,271	238,782	237,217	186,941	31,323	73,572	68,361	71,779
Year-to-Date	442,642	414,681	397,003	309,167	31,323	73,572	68,361	71,779
October					94,193	-	-	-
Year-to-Date	442,642	414,681	397,003	309,167	125,516	73,572	68,361	71,779
November	203,410		144,363	87,757	779,423	759,221	48,234	50,646
Year-to-Date	646,052	414,681	541,366	396,924	904,939	832,793	116,595	122,425
December	10,055,857	10,160,169	10,162,470	10,298,015	10,054,597	10,552,240	11,957,966	12,555,864
Year-to-Date	10,701,909	10,574,851	10,703,836	10,694,939	10,959,537	11,385,033	12,074,561	12,678,289
percent change		-1.19%	1.22%	-0.08%	2.47%	3.88%	6.06%	5.00%
January	288,065		311,742	235,324	162,549	350,363	369,949	388,446
Year-to-Date	10,989,973	10,574,851	11,015,578	10,930,263	11,122,086	11,735,396	12,444,510	13,066,735
percent change		-3.78%	4.17%	-0.77%	1.75%	5.51%	6.04%	5.00%
February	394,697	654,685	394,126	445,020	492,852	512,416	541,060	568,113
Year-to-Date	11,384,670	11,229,535	11,409,704	11,375,283	11,614,938	12,247,812	12,985,570	13,634,848
percent change		-1.36%	1.60%	-0.30%	2.11%	5.45%	6.02%	5.00%
March	312,206	263,506	320,773	404,979	375,214	409,741	432,645	454,278
Year-to-Date	11,696,876	11,493,042	11,730,477	11,780,263	11,990,152	12,657,553	13,418,215	14,089,126
percent change		-1.74%	2.07%	0.42%	1.78%	5.57%	6.01%	5.00%
April	7,004,255	7,113,982	6,683,790	6,686,251	6,941,147	7,152,350	7,552,166	7,929,775
Year-to-Date	18,701,131	18,607,024	18,414,267	18,466,514	18,931,299	19,809,903	20,970,381	22,018,900
percent change		-0.50%	-1.04%	0.28%	2.52%	4.64%	5.86%	5.00%
May	210,166	322,597	255,549	203,386	219,514	253,210	267,364	280,732
Year-to-Date	18,911,297	18,929,621	18,669,816	18,669,900	19,150,812	20,063,112	21,237,745	22,299,633
percent change		0.10%	-1.37%	0.00%	2.58%	4.76%	5.85%	5.00%
June	245,767	185,338	208,907	395,087	256,411	219,909	232,202	243,812
Year-to-Date	19,157,064	19,114,959	18,878,723	19,064,987	19,407,223	20,283,021	21,469,947	22,543,444
percent change		-0.22%	-1.24%	0.99%	1.80%	4.51%	5.85%	5.00%
Total	19,157,064	19,114,959	18,878,723	19,064,987	19,407,223	20,283,021	21,469,947	22,543,444
Inc (Dec)	1,547,348	(42,105)	(236,236)	186,264	342,236	875,798	1,186,926	1,073,497
Prop Tax Change	8.79%	-0.22%	-1.24%	0.99%	1.80%	4.51%	5.85%	5.00%
AV	4,046,836,757	4,072,592,073	3,969,517,234	4,023,644,675	4,113,459,805	4,269,800,918	4,428,931,578	-
AV Change %	5.19%	0.62%	-2.53%	1.32%	2.25%	3.78%	3.74%	0.00%
Rev Limit line 24				9,876,978	10,354,893	12,040,691		
Excess Prop Tax				9,188,009	9,052,330	8,242,330		



Property Tax History

Year	HOX		Secured		Unsecured		Prior Year		Total	Increase	% Inc
84-85									3,210,800		
85-86									3,523,000	312,200	9.72%
86-87									3,860,500	337,500	9.58%
87-88									4,406,000	545,500	14.13%
88-89									4,869,400	463,400	10.52%
89-90									5,457,000	587,600	12.07%
90-91									6,034,000	577,000	10.57%
91-92	134,718		6,167,292		325,712		244,039		6,871,761	837,761	13.88%
92-93	131,958	-2.0%	6,649,732	7.8%	356,499	9.5%	261,683	7.2%	7,399,872	528,111	7.69%
93-94	125,646	-4.8%	6,653,476	0.1%	353,792	-0.8%	349,608	33.6%	7,482,522	82,650	1.12%
94-95	130,224	3.6%	6,960,118	4.6%	357,838	1.1%	289,150	-17.3%	7,737,330	254,808	3.41%
95-96	130,446	0.2%	7,128,213	2.4%	390,909	9.2%	273,823	-5.3%	7,923,391	186,061	2.40%
96-97	130,461	0.0%	7,409,924	4.0%	411,593	5.3%	287,108	4.9%	8,239,086	315,695	3.98%
97-98	131,415	0.7%	7,818,214	5.5%	434,891	5.7%	181,278	-36.9%	8,565,798	326,712	3.97%
98-99	134,929	2.7%	8,307,234	6.3%	440,253	1.2%	219,090	20.9%	9,101,506	535,708	6.25%
99-00	133,302	-1.2%	8,788,525	5.8%	479,414	8.9%	208,859	-4.7%	9,610,100	508,594	5.59%
00-01	134,735	1.1%	9,669,525	10.0%	496,411	3.5%	201,946	-3.3%	10,502,617	892,517	9.29%
01-02	132,572	-1.6%	10,606,292	9.7%	534,757	7.7%	212,070	5.0%	11,485,691	983,074	9.36%
02-03	123,167	-7.1%	11,439,124	7.9%	557,713	4.3%	215,981	1.8%	12,335,985	850,294	7.40%
03-04	113,172	-8.1%	12,253,118	7.1%	565,362	1.4%	233,270	8.0%	13,164,922	828,937	6.72%
04-05	104,842	-7.4%	13,269,424	8.3%	595,765	5.4%	212,226	-9.0%	14,182,257	1,017,335	7.73%
05-06	96,338	-8.1%	14,411,895	8.6%	629,229	5.6%	339,536	60.0%	15,476,998	1,294,741	9.13%
06-07	94,698	-1.7%	15,680,075	8.8%	663,386	5.4%	245,297	-27.8%	16,683,456	1,206,458	7.80%
07-08	97,833	3.3%	16,268,571	3.8%	672,762	1.4%	570,550	132.6%	17,609,716	926,260	5.55%
08-09	104,127	6.4%	17,213,342	5.8%	794,122	18.0%	1,045,473	83.2%	19,157,064	1,547,348	8.79%
09-10	112,443	8.0%	17,342,594	0.8%	711,607	-10.4%	948,315	-9.3%	19,114,959	(42,105)	-0.22%
10-11	119,114	5.9%	17,177,418	-1.0%	717,069	0.8%	865,122	-8.8%	18,878,723	(236,236)	-1.24%
11-12	118,109	-0.8%	17,268,519	0.5%	745,040	3.9%	933,319	7.9%	19,064,987	186,264	0.99%
12-13	120,229	1.8%	17,578,507	1.8%	758,414	1.8%	950,073	1.8%	19,407,223	342,236	1.80%
13-14	125,655	4.5%	18,371,779	4.5%	792,640	4.5%	992,947	4.5%	20,283,021	875,798	4.51%
14-15	132,679	5.6%	19,398,762	5.6%	836,948	5.6%	1,049,060	5.7%	21,417,449	1,134,428	5.59%
15-16	139,313	5.0%	20,368,700	5.0%	878,795	5.0%	1,101,513	5.0%	22,488,321	1,070,872	5.00%



SUBJECT: Future Agenda Items

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 22, 2015 Regular Board Meeting:

- Discussion of Extracurricular Activities Budgets (February)
- Update on Technology for Testing (February)
- Special Education Transition Program Proposal
- Update on State Testing and Reporting