

**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, March 19, 2015

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

LOCATION: District Office - Jessie Bray Conference Room
435 Hillcrest Avenue
Pacific Grove, CA 93950

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

II. CLOSED SESSION

A. Identify Closed Session Topics

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

- 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2015/16 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Rick Miller, for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2015/16. [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Billie Mankey, for the purpose of giving direction and updates.

3. Employee Discipline/Dismissal/Release/Complaint (2 cases) [Government Code § 54957].

B. Public comment on Closed Session items

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

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

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non Agenda Items)

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board 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.

VI. CONSENT AGENDA

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

Page

- A. Minutes of March 5, 2015 Regular Board Meeting 6
Recommendation: (Ralph Gómez Porras) Approval of minutes as presented.
- B. Certificated Assignment Order #11 12
Recommendation: (Billie Mankey) The administration recommends adoption of Certificated Assignment Order #11.
- C. Classified Assignment Order #10 14
Recommendation: (Billie Mankey) The administration recommends adoption of Classified Assignment Order #10.
- D. Out of County or Overnight Activities 16
Recommendation: (Rick Miller) The Administration recommends that the Board approve or receive the request as presented.
- E. Quarterly Report on Williams Uniform Complaints 23
Recommendation: (Ralph Gómez Porras) The Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186 (d).

Move: _____ Second: _____ Vote: _____

VII. ACTION/DISCUSSION

- A. First and/or Final Read: Board Policy and Regulation §5141.4. Child Abuse Reporting Procedures 25
Recommendation: (Ralph Gómez Porras) The Administration recommends that the Board review and approve or give direction on the original or revised Board Policy and Regulation §5141.4 Child Abuse Reporting Procedures.
- B. Refinancing of Existing General Obligation Bonds 57
Recommendation: (Rick Miller) The District Administration recommends that the Board review and approve the refinancing of four existing General Obligation Bonds at a lower interest rate.

Move: _____ Second: _____ Vote: _____

- C. Teacher on Special Assignment for Educational Technology, Accountability, Data Analysis & Special Projects 59

Recommendation: (Billie Mankey) The Administration recommends that the Board review and approve the position and job description for Teacher on Special Assignment for Educational Technology, Accountability, Data Analysis & Special Projects.

Move: _____ Second: _____ Vote: _____

- D. Design of Forest Grove Congress Avenue Entrance 64

Recommendation: (Rick Miller) The District Administration recommends that the Board review and approve the design of the Congress Avenue entrance to Forest Grove Elementary School.

Move: _____ Second: _____ Vote: _____

- E. Adoption of Resolution #957- Issuance of a Tax and Revenue Anticipation Note 80

Recommendation: (Rick Miller) The Administration recommends that the Board review and approve Resolution #957 for participation in the CSBA Cash Reserve Program for the 2015-16 Tax and Revenue Anticipation Note (TRAN).

Move: _____ Second: _____ Roll Call Vote: _____

Sollecito ____ Thibeau ____ Crandell ____ Paff ____ Phillips ____

- F. Board Calendar/Future Meetings 119

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

Move: _____ Second: _____ Vote: _____

VIII. INFORMATION/DISCUSSION

- A. Adult Education Regional Consortium of the Monterey Peninsula 122

Recommendation: (Barbara Martinez) The Administration recommends that the Board review the components of the Comprehensive Regional Plan and discuss updates as it relates to adult education.

Board Direction: _____

- B. Transition Program for Young Adults with Disabilities 123

Recommendation: (Clare Davies) The Administration recommends that the Board review and provide direction to the proposed establishment of a Pacific Grove Unified School District Transition Program for Young Adults with Disabilities.

Board Direction: _____

- C. Special Education Preschool Class 126
Recommendation: (Clare Davies) The Administration recommends that the Board review and provide direction as to the establishment of a special education preschool program.

Board Direction: _____

- D. Presentation of the California Healthy Kids Survey 2013-2014 127
Recommendation: (Ani Silva) Janie Lawrence, Middle School Counselor and Kristin Paris, High School Counselor will be presenting results of the California Healthy Kids Survey along with recommendations.

Board Direction: _____

- E. Future Agenda Items 128
Recommendation: (Ralph Gómez Porras) 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.

Update on State Testing and Reporting/Smarter Balanced Assessment System (April)
Update on School Resource Officer (April)
Update on Maintenance and Transportation (April)
Review of Extracurricular Activities (May)
Update on Use of Technology at Sites (Fall 2015)

Board Direction: _____

IX. ADJOURNMENT

Next regular meeting: April 16, 2015 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Organizational Meeting of March 5, 2015 – District Office

I. OPENED BUSINESS

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

MOTION Crandell/Thibeu to adopt agenda as presented.

Public comment: none

Motion CARRIED 5 – 0

II. CLOSED SESSION

- A. Identified Closed Session Topics
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2015/16 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Rick Miller, for the purpose of giving direction and updates.
 2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2015/16. [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Billie Mankey, for the purpose of giving direction and updates.
 3. Employee Discipline/Dismissal/Release/Complaint (3 cases) [Government Code § 54957].
- B. Public comment on Closed Session Topics
- The speaker, who was the subject of Closed Session Item 3, expressed experience coming back from workers compensation injury, the challenging environment, and asked that the Board give the opportunity to continue in another capacity.
- Ruth Williams, Elizabeth Murkle and Barbara Priest spoke on behalf of the teacher, expressing concerns about the difficulties of returning to work after workers compensation issues. Requested Board make their decision on merit, rather than circumstance.
- C. Adjourned to Closed Session 6:08 p.m.

III. RECONVENED IN OPEN SESSION

7:07 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA

No new information was received.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA

No new information was received.

3. Employee Discipline/Dismissal/Release/Complaint (3 cases) [Government Code § 54957]

The Board reviewed two cases. One case was moved to closed session on March 12, 2015.

The Board voted 3 – 2 passing Resolution #958 to non-reelect a teacher in the Pacific Grove Unified School District at the end of the 2014-15 school year. The votes occurred as follows:

Trustee Sollecito- Aye

Trustee Thibeau- Aye

Trustee Crandell- Nay

Trustee Phillips- Aye

Trustee Paff- Nay

B. Pledge of AllegianceLed By: Phillips**IV. COMMUNICATIONS****A. Written Communication**

None.

B. Board Member Comments

Hautau updated the Board on sports activities at PG High School.

No other Board Member comments.

C. Superintendent Report

None.

D. PGUSD Staff Comments (Non Agenda Items)

Mary Riedel updated the Board on various events at Forest Grove Elementary School, including a dance, upcoming ice cream social/book fair. Riedel also thanked the ELAC program support. Riedel noted March 12th and 19th trained falcons will be released around the

school in an effort to scare away the seagulls. Finally, Riedel thanked Clare Davies for a wonderful job with staff, parents and students.

Silva updated the Board on training for the California Assessment of Student Performance and Progress.

Sean Roach shared with the Board his experience visiting the two 5th grade classes, along with Buck Roggeman and Janie Lawrence.

Barbara Martinez updated the Board on the Adult Education legislative action days, the AB86- a consortium with strong collaboration and sharing curriculum. Finally, Martinez provided a safety update, including an upcoming training in Carmel for Administrators.

Davies thanked Linda Vrijenhoek, Brad Woodyard and Martinez for helping to pool resources to create a program for a special child.

Matt Bell shared news that KSBW has honored Coach Dan Powers with a Golden Whistle. This special award is given to an honoree based on nominations from parents.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Sean Keller invited the Board to the Breast Cancer Awareness Bowl-A-Thon. Two students Maria and Nella, are creating awareness for their Senior Projects by hosting a bowling event on March 14 from 1-4 p.m. at Monterey Lanes. Student-decorated bowling pins will be auctioned off.

VI. CONSENT AGENDA

- A. Minutes of February 5, 2015 Regular Board Meeting
- B. Certificated Assignment Order #10
- C. Classified Assignment Order #9
- D. Out of County or Overnight Activities
- E. Warrant Schedules No. 557
- F. Revolving Cash Report No. 6
- G. Cash Receipts Report No. 6
- H. Acceptance of Donations
- I. Acceptance of Quarterly Treasurer's Report
- J. 2014-15 Budget Revisions #3
- K. Contract for Services- KidLead
- L. Contract for Services- Pedro Torres, Sports Officiating

Paff requested that item K be pulled, asking for clarification on the KidLead program.

MOTION Thibeau/Paff to approve consent agenda items A-J, and L.

Public comment: none

Motion CARRIED 5 – 0

Roggeman explained KidLead, a program that identifies leaders of students and helps them develop skills through activities and trainings based around their specific strengths and skills.

MOTION Paff/Crandell to approve consent agenda item K.

Public comment: none

Motion CARRIED 5 – 0

VII. PUBLIC HEARING AND ACTION/DISCUSSION- ITEM A

A. PGTA Sunshine List

Open Public Hearing 7:29 p.m. Close Public Hearing 7:30 p.m.

No public comment.

A. Approval of Pacific Grove Teachers Association Sunshine List, 2014-15

MOTION Thibeau/Paff to approve the Pacific Grove Teachers Association Sunshine List 2014-15.

Public comment: none

Motion CARRIED unanimously by roll call vote

VIII. PUBLIC HEARING AND ACTION/DISCUSSION- ITEM B

B. CSEA Sunshine List

Open Public Hearing 7:32 p.m. Close Public Hearing 7:32 p.m.

No public comment.

B. Approval of California School Employees Association Sunshine List, 2015-16

MOTION Phillips/Paff to approve the California School Employees Association Sunshine List 2015-16.

Public comment: none

Motion CARRIED unanimously by roll call vote

IX. ACTION/DISCUSSION

C. Approval of the 2014-15 Second Interim Report

Miller reviewed this information with the Board.

MOTION Crandell/Thibeau to approve the 2014-15 Second Interim Report.

Public comment: none

Motion CARRIED 5 – 0

D. Maintenance III Job Description

Billie Mankey presented information to the Board. Clarified that the update to the job description brings forward the needs of the District.

MOTION Crandell/Phillips to approved the Maintenance III Job Description.

Public comment: none

Motion CARRIED 5 – 0

A. Board Calendar/Future Meetings

A Special Meeting was scheduled for Thursday, March 12th at 7:00 p.m. to discuss one closed session item.

MOTION Crandell/Paff to approve the revised Board meeting calendar.

Public comment: none

Motion CARRIED 5 – 0

X. INFORMATION/DISCUSSIONA. Facilities Use by Monterey Peninsula Country Club During the AT&T Golf Classic

Miller presented information to the Board.

The Board directed Administration to keep the parking allowances for the AT&T as-is, with increased signage. Board also requested to coordinate with PG High School campus supervisors next spring to help enforce the parking.

B. Western Association of Schools and Colleges Mid-Cycle Progress Report for Pacific Grove Community High School

A visiting committee will be at Community High School on Thursday, March 12th to review the cycle of learning, as well as meet parents and staff.

C. Review of Extracurricular Activities

Miller reviewed information with the Board.

The Board asked that this item come back again in the future with more specific information, including where the funds come from for each sport, information separated by sites.

D. Future Agenda Items

Special Education Transition Program Proposal
Update on State Testing and Reporting
Update on School Resource Officer
Update on Use of Technology at Sites (Fall 2015)

Board requested Commander McSorley and SRO Officer Garcia to attend the Board meeting when the update on the SRO is given. Target date is March 19, based on availability.

Extracurricular Activities will be brought back in May.

XI. ADJOURNED

8:02 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

SUBJECT: Certificated Assignment Order #11

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

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #11.

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. 11
March 19, 2015

APPOINTMENT AND CHANGE OF ASSIGNMENT:

Buck Roggeman, from PGMS Principal, 1.0 FTE to FGE Principal, 1.0 FTE, Administrative Salary Schedule, Step 8, and includes PI Stipend of \$668, effective July 1, 2015 (replaces retiree Craig Beller)

Sean Roach, from PGMS Assistant Principal, 1.0 FTE to PGMS Principal, 1.0 FTE, Administrative Salary Schedule, Step 4, effective July 1, 2015 (replaces Buck Roggeman's change of assignment)

Joey D'Amico, from PGHS 1.0 FTE Math Teacher to PGHS 0.80 FTE Math Teacher and 0.40 FTE District Math Curriculum Coach, effective 2015-16 School Year (replaces Nan Lemmon who resigned)

2014-15 COACHING STIPEND

DoraLisa Rosenbaum, PGHS Assistant Swim Coach, 1.0 FTE, effective 2014-15 season (replaces Katie Selfridge who resigned)

RETIREMENT:

Lillian Griffiths, PGHS, Social Science/Drama Teacher, retires effective May 30, 2015 after 35 years of successful employment with the Pacific Grove Unified School District

RESIGNATION:

Elizabeth Olney, PGAS, Program Coordinator/Teacher (Parent's Place Dept.), resigns effective March 27, 2015 after 10 years of successful employment with the Pacific Grove Unified School District

Bernadette Villarreal, PGHS, JV Volleyball, resigns effective February 12, 2015

SUBSTITUTES:

Emma Bartlett
 Jennifer Dana

SUBJECT: Classified Assignment Order #10

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

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #10.

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. 10
March 19, 2015**

APPOINTMENT:

Greg Kelley, District-wide (Itinerant), Custodian I, 18 hours per week of which 6 hours paid at Range 36, Step A and 12 hours paid at Range 35, Step A, effective April 18, 2015

SHORT-TERM, TEMPORARY APPOINTMENT:

Ellen May Gilroy, FGE, Instructional Assistant (Kindergarten) temporary, 3 hrs. per day, paid per time sheet, Range 30, Step A, effective March 9, 2015 through May 29, 2015 only

Emma Bartlett, RDE, Instructional Assistant (Kindergarten) temporary, 3 hrs. per day, paid per time sheet, Range 30, Step A, effective March 10, 2015 through May 29, 2015 only

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>STUDENTS/CLASS</u>			
<u>DESTINATION</u>	<u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
March 30-April 3 McAuliffe Baseball Complex, Sacramento	PGHS Baseball Team Boras Classic Tournament	Auto	\$984	Athletics
April 7 UC Berkeley And CSU East Bay	PGHS & PGMS AVID College visits	Charter	\$3064.68	AVID
May 13 Rosicrucian Museum San Jose	PGMS 6 th Graders	Charter	\$	Students

PACIFIC GROVE UNIFIED SCHOOL DISTRICT Consent Agenda Item D
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 March 30 - April 3 2015 Day of Activity Monday - Tues - Wed - Thur

Place of Activity Sacramento McAuliffe Baseball Complex

School Pacific Grove H.S. Grade Level _____

School Departure Time 10:00 AM ☒ PM _____

Pickup Time **From** Place of Activity 10:00 AM ☒ PM _____

Name of Employee Accompanying Students 5

Number of Adults 30 Number of Students 16

Class or Club Baseball Team

Description of Activity Baseball Tournament - Boras Classic

Education Objective —

List All Stops None

Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
() 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 Orn
(Teachers Initials)

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

3. Cost of Activity \$ 864.00

4. Cost of Transportation \$ 120.00

Total Cost (Activity + Transportation) \$ 984.00

5. Fund to be Charged for all activity expenses: (☒) Acct. Code Athletics - Baseball
() Students
() Other _____

6. Requested By Dee Day Date Feb 28, 2015
Employee's Signature (Employee accompanying students on activity)

7. Recommend Approval [Signature] Date 3/6/15
Principal's Signature

Transportation Department/District Office Use Only

Bus(s) () Available () Not Available

Date Received _____

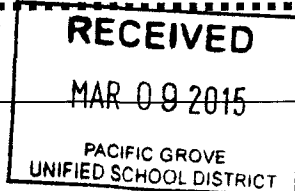
Cost Estimate \$ _____

Approved By _____ Date _____

Approved By [Signature] Date 3/10/15

Assistant Superintendent

Date of Board Approval March 19, 2015 Regular Meeting of March 19, 2015



Consent Agenda Item D

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.

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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 4/7/15 Day of Activity Tuesday
Place of Activity UC Berkeley and CSU East Bay
School Pacific Grove High + Middle Grade Level 8-12
School Departure Time 7:30 ☒ AM ☐ PM
Pickup Time From Place of Activity 3 ☐ AM ☒ PM
Name of Employee Accompanying Students Nicole Bulich, Dan Powers, Moira Maher
Number of Adults 3 Number of Students 50
Class or Club AVID
Description of Activity College Visits
Education Objective _____
List All Stops CSU East Bay, UC Berkeley, In and Out Burger
Means of Transportation: () 84 Passenger () 72 Passenger (☒) 48 Passenger () 18 Passenger
(☒) 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 \$ 405
4. Cost of Transportation \$ 1,659.68
Total Cost (Activity + Transportation) \$ 2,064.68
5. Fund to be Charged for all activity expenses: (☒) Acct. Code AVID
() Students
() Other _____

6. Requested By Nicole Bulich Date 3/11/15
Employee's Signature (Employee accompanying students on activity)

7. Recommend Approval [Signature] Date 3/11/15
Principal's Signature

Transportation Department/District Office Use Only

Bus(s) ☒ Available () Not Available

Date Received 3/11/15

Cost Estimate \$ 1,659.68

Approved By [Signature] Date 3/11/15
Transportation Supervisor

Approved By _____ Date _____

PGUSD

Assistant Superintendent Regular Meeting of March 19, 2015

Date of Board Approval _____

19
Updated 7/24/14

DISCOVERY
11020 COMMERCIAL PARKWAY
CASTROVILLE, CA 95012
831-633-2877 831-633-7113 FAX

03/10/15 11:59am

CHARTER ORDER CONFIRMATION

PAGE 1

Charter Number: 080937 IN

Charter Date: 04/07/15 TUE

Confirmation Date: 03/18/15

Customer Number: PACIFICG01
PACIFIC GROVE UNIF SCHL DIST.
TRANSPORTATION DEPT.
435 HILLCREST AVE.
PACIFIC GROVE 93950
Contact: LISA STACKS
Group: CSU EAST BAY & UC BERKELEY

Home Phone: 831-372-7955
Work Phone: 831-646-6643

P.O. Number:

Remarks:
Drivers Requested:
Bus Type: R MCI 56 PAX

Salesperson: PAT DORR
Number of Passengers: 56
Number of Buses: 1

----- L E A V E -----				*----- A R R I V E -----*			
CITY	ST	DATE	TIME	CITY	ST	DATE	TIME
PACIFIC GROVE	CA	04/07/15	7.30	BERKELEY	CA	04/07/15	18.30
BERKELEY	CA			PACIFIC GROVE	CA	04/07/15	18.30

----- P I C K U P I N F O R M A T I O N -----

PACIFIC GROVE HS * 615 SUNSET DR * PACIFIC GROVE, CA

----- D E S T I N A T I O N I N F O R M A T I O N -----

CSU EAST BAY * 25800 CARLOS BEE BLVD * HAYWARD, CA
UC BERKELEY * 2200 UNIVERSITY AVE * BERKELEY, CA

Charter Grand Total	1659.68
Payments Received	.00
Balance Due	1659.68


ADDITIONAL TERMS & CONDITIONS

CANCELLATION FEE IF NOT CANCELLED 7 DAYS PRIOR TO DEPARTURE-\$100.00
CANCELLATION FEE INCREASES AS DEPARTURE DATE APPROACHES
CANCELLATION AT SPOT LOCATION--FULL AMOUNT OF CHARTER TRIP
CHARTERING PARTY AND/OR CHARTERING AGENT RESPONSIBLE FOR ALL DAMAGES

\$100.00 DEPOSIT PER BUS DUE 10 DAYS AFTER RECEIPT OF CONFIRMATION
REMAINING BALANCE DUE 10 DAYS PRIOR TO DEPARTURE
MAKE CHECKS PAYABLE TO: DISCOVERY
CHARTER GRAND TOTAL SUBJECT TO CHANGE IF ANY TRIP INFORMATION CHANGES
PLEASE VERIFY & SIGN CONFIRMATION AND RETURN TO DISCOVERY

SIGNATURE _____ DATE _____

THANK YOU FOR USING DISCOVERY!

Consent  **FAKED**
MS + Transp.
3/11/15

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 May 13, 2015 Day of Activity Wednesday
Place of Activity Egyptian Museum San Jose, CA
School PGMS Grade Level _____
School Departure Time 8 AM ☒ PM _____
Pickup Time From Place of Activity 2 AM _____ PM ☒
Name of Employee Accompanying Students Maira Mahr, Wendy Milligan, Mary Ann Fort
Number of Adults 3 Number of Students 155
Class or Club 6th grade
Description of Activity Visit Egyptian Museum
Education Objective enrich students w/ hands on experiences
List All Stops NONE
Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
() Charter () Auto* () Walk () Other** 56 (3)

*#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 \$ <u>780.00</u>		
4. Cost of Transportation \$ <u>3,193.80</u>		
Total Cost (Activity + Transportation) \$ <u>3,973.80</u>		
5. Fund to be Charged for all activity expenses: () Acct. Code <u>5200 - 7280</u>		
() Students		
() Other _____		
6. Requested By <u>[Signature]</u>		Date <u>3/11/15</u>
Employee's Signature (Employee accompanying, students on activity)		
7. Recommend Approval <u>[Signature]</u>		Date <u>3/6/15</u>
Principal's Signature		

.....
Transportation Department/District Office Use Only

Bus(s) (<input checked="" type="checkbox"/>) Available () Not Available	Date Received <u>3/11/15</u>
Cost Estimate \$ <u>3193.80</u>	Date <u>3/11/15</u>
Approved By <u>[Signature]</u>	<div>RECEIVED MAR 11 2015 PACIFIC GROVE UNIFIED SCHOOL DISTRICT</div>
Approved By <u>[Signature]</u>	
Assistant Superintendent	
Date of Board Approval <u>March 19, 2015</u>	Updated 7/24/14

PGUSD Regular Meeting of March 19. 2015 21

DISCOVERY
11020 COMMERCIAL PARKWAY
CASTROVILLE, CA 95012
831-633-2877 831-633-7113 FAX

03/03/15 9:20am

CHARTER ORDER CONFIRMATION

PAGE 1

Charter Number: 080901 IN

Charter Date: 05/13/15 WED

Confirmation Date: 04/23/15

Customer Number: PACIFICG01
PACIFIC GROVE UNIF SCHL DIST.
TRANSPORTATION DEPT.
435 HILLCREST AVE.
PACIFIC GROVE 93950
Contact: LISA STACKS
Group: PGMS TO EGYPTIAN MUSEUM

Home Phone: 831-372-7955
Work Phone: 831-646-6643

P.O. Number:

Remarks:
Drivers Requested:
Bus Type: R MCI 56 PAX

Salesperson: RICH DORR
Number of Passengers: 168
Number of Buses: 3

----- L E A V E -----				*----- A R R I V E -----*			
CITY	ST	DATE	TIME	CITY	ST	DATE	TIME
PACIFIC GROVE	CA	05/13/15	8.00	SAN JOSE	CA		
SAN JOSE	CA			PACIFIC GROVE	CA	05/13/15	15.00

----- P I C K U P I N F O R M A T I O N -----

PACIFIC GROVE M.S. * 835 FOREST AVE * PACIFIC GROVE, CA

----- D E S T I N A T I O N I N F O R M A T I O N -----

ROSICRUCIAN MUSEUM * 1342 NAGLEE AVE * SAN JOSE, CA

----- I T I N E R A R Y -----

DEPART SAN JOSE AT 13.30

Charter Grand Total	3193.80
Payments Received	.00
Balance Due	3193.80

ADDITIONAL TERMS & CONDITIONS

CANCELLATION FEE IF NOT CANCELLED 7 DAYS PRIOR TO DEPARTURE-\$100.00
CANCELLATION FEE INCREASES AS DEPARTURE DATE APPROACHES
CANCELLATION AT SPOT LOCATION--FULL AMOUNT OF CHARTER TRIP
CHARTERING PARTY AND/OR CHARTERING AGENT RESPONSIBLE FOR ALL DAMAGES

\$100.00 DEPOSIT PER BUS DUE 10 DAYS AFTER RECEIPT OF CONFIRMATION
REMAINING BALANCE DUE 10 DAYS PRIOR TO DEPARTURE
MAKE CHECKS PAYABLE TO: DISCOVERY
CHARTER GRAND TOTAL SUBJECT TO CHANGE IF ANY TRIP INFORMATION CHANGES
PLEASE VERIFY & SIGN CONFIRMATION AND RETURN TO DISCOVERY

SIGNATURE _____ DATE _____

THANK YOU FOR USING DISCOVERY!

SUBJECT: Quarterly Report on Williams Uniform Complaints

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186 (d).

BACKGROUND:

Each quarter the district is required, per Ed. Code 35186(d) to “prepare and submit a report of summarized data on the nature and resolution of all uniform complaints to the district board and county superintendent.”

INFORMATION:

For the third quarter of the 2014/15 academic year, there were no incidents or complaints filed against any of the criteria: Therefore, it is acknowledged that

1. There are sufficient textbooks and instructional materials for each student to use in class;
2. School facilities are clean, safe and maintained in good repair;
3. There are no teacher vacancies or misassignments;
4. All eligible students who did not pass the CAHSEE were notified of the availability of services and the right to file a complaint.
5. Parents, teachers and the public know how to obtain complaint forms.

FISCAL IMPACT:

None.

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Pacific Grove Unified School District

Person completing this form: Mandi Freitag Title: Executive Assistant

Quarterly Report Submission Date (*Please check one*):

- ☐ October 2014
☐ January 2015
☒ April 2015
☐ July 2015

Date for information to be reported publicly at governing board meeting: March 19, 2015

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Ralph Gómez Porras
Print Name of District Superintendent


Signature of District Superintendent

March 19, 2015
Date

SUBJECT: First and/or Final Read: Board Policy and Regulation §5141.4. Child Abuse Reporting Procedures

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve or give direction on the original or revised Board Policy and Regulation §5141.4 Child Abuse Reporting Procedures.

INFORMATION:

The Board Policy and Regulation 5141.4 are mandated and include revisions to Education Code 44691. School district employees are considered Mandated Reporters. Under the new requirements of Assembly Bill 1432, and effective January 1, 2015, school districts are responsible for providing annual training under the Child Abuse and Neglect Reporting Act (“CANRA”) on the reporting obligations imposed by the law. Training must be conducted within 6 weeks of the beginning of a school year or within 6 weeks of that person’s employment.

FISCAL IMPACT:

None at this time.

Pacific Grove Unified School District

Students

Policy #5141.4

CHILD ABUSE PREVENTION AND REPORTING ~~CHILD ABUSE AND NEGLECT REPORTING PROCEDURES~~

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Education Code 51900.6, as added by AB 2016 (Ch. 809, Statutes of 2014), authorizes districts to provide age-appropriate instruction in sexual abuse and sexual assault awareness and prevention in grades K-12, provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. It also requires the State Board of Education and Superintendent of Public Instruction to consider addressing these issues in the next revision of the state health education content standards and curriculum framework.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to

Pacific Grove Unified School District

Students

Policy #5141.4

CHILD ABUSE PREVENTION AND REPORTING ~~CHILD ABUSE AND NEGLECT REPORTING PROCEDURES~~

provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

Legal Reference:

EDUCATION CODE

32280-32288 Comprehensive school safety plans

33195 Heritage schools, mandated reporters

33308.1 Guidelines on procedure for filing child abuse complaints

44252 Teacher credentialing

44691 Staff development in the detection of child abuse and neglect

44807 Duty concerning conduct of students

48906 Notification when student released to peace officer

48987 Dissemination of reporting guidelines to parents

49001 Prohibition of corporal punishment

51220.5 Parenting skills education

51900.6 Sexual abuse and sexual assault awareness and prevention

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act

273a Willful cruelty or unjustifiable punishment of child; endangering life or health

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3/01

Board First Reading: 2001

____CSBA:

Revised March 19, 2015

Pacific Grove Unified School District

Students

Policy #5141.4

~~CHILD ABUSE PREVENTION AND REPORTING~~ ~~CHILD ABUSE AND-
NEGLECT REPORTING PROCEDURES~~288 Definition of lewd or lascivious act requiring reporting11164-11174.3 Child Abuse and Neglect Reporting ActWELFARE AND INSTITUTIONS CODE15630-15637 Dependent adult abuse reportingCODE OF REGULATIONS, TITLE 54650 Filing complaints with CDE, special education studentsUNITED STATES CODE, TITLE 4211434a McKinney-Vento Homeless Assistance Act; definitionsCOURT DECISIONSCamreta v. Greene (2011) 131 S.Ct. 2020Management Resources:CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSHealth Education Content Standards for California Public Schools, Kindergarten Through Grade TwelveHealth Framework for California Public Schools, Kindergarten Through Grade TwelveWEB SITESCalifornia Attorney General's Office, Suspected Child Abuse Report Form:http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdfCalifornia Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss/ap>California Department of Social Services, Children and Family Services Division:<http://www.childsworld.ca.gov>U.S. Department of Health and Human Services, Child Welfare Information Gateway:<https://www.childwelfare.gov/can>

~~The Governing Board recognizes that the District has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse and neglect. The Superintendent or designee shall establish regulations for use by District employees in identifying and reporting such incidents.~~

~~District employees shall report known or suspected incidences of child abuse in accordance with District regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse.~~

~~All District employees are obligated to report all known or suspected incidents of child abuse and neglect in accordance with law, Board policy, and administrative regulation. Employees shall not investigate any suspected incidents but rather shall~~

Pacific Grove Unified School District

Students

Policy #5141.4

~~CHILD ABUSE PREVENTION AND REPORTING~~ ~~CHILD ABUSE AND-
NEGLECT REPORTING PROCEDURES~~~~fully cooperate with agencies responsible for reporting, investigating and prosecuting cases of child abuse and neglect.~~~~Parents/guardians may file a complaint against a District employee or other person whom they suspect has engaged in abuse of a child at a school site. The Superintendent or designee shall provide parents/guardians information about reporting procedures in accordance with law.~~~~The Superintendent or designee shall provide training regarding the reporting duties of District employees mandated by law to report suspected child abuse and neglect.~~~~The Superintendent or designee shall also provide training in the duties of child abuse identification and reporting to instructional and teacher aides, teacher assistants and other classified employees. (Penal Code 11165.7)~~~~In the event that training is not provided to the employees mandated to report child abuse and neglect, the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)~~~~As part of their training in child abuse identification and reporting, employees shall receive written notice of state child abuse reporting requirements and employees' confidentiality rights. (Penal Code 11165.7)~~~~Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.~~~~In order to reduce or eliminate unfounded child abuse accusations directed at school employees, child abuse inservice training shall include guidance in disciplining students and maintaining ethical relationships with them.~~

Pacific Grove Unified School District

Students

Policy #5141.4

~~CHILD ABUSE PREVENTION AND REPORTING~~ ~~CHILD ABUSE AND-
NEGLECT REPORTING PROCEDURES~~~~Legal Reference:~~

- ~~EDUCATION CODE~~
- ~~33308.1 Guidelines on procedure for filing child abuse complaints~~
- ~~44690-44691 Staff development in the detection of child abuse and neglect~~
- ~~48906 Notification when student released to peace officer~~
- ~~48987 Dissemination of reporting guidelines to parents~~
- ~~PENAL CODE~~
- ~~152.3 Duty to report murder, rape or lewd or lascivious act~~
- ~~273a Willful cruelty or unjustifiable punishment of child; endangering life or health~~
- ~~288 Definition of lewd or lascivious act requiring reporting~~
- ~~11164-11174.3 Child Abuse and Neglect Reporting Act~~
- ~~WELFARE AND INSTITUTIONS CODE~~
- ~~15630-15637 Dependent adult abuse reporting~~
- ~~CODE OF REGULATIONS, TITLE 5~~
- ~~4650 Filing complaints with CDE, special education students~~
- ~~Management Resources:~~
- ~~CDE LEGAL ADVISORIES~~
- ~~0514.93 Guidelines for parents to report suspected child abuse by school-~~
- ~~District employees or other persons against a pupil at school site~~
- ~~WEB SITES~~
- ~~CDE. <http://www.cde.ca.gov>~~
- ~~School Law Enforcement Partnership:-~~
- ~~<http://www.cde.ca.gov/spbranch/safety/partnership.html>~~
- ~~California Attorney General: <http://caag.state.ca.us/childabuse>~~
- ~~California Department of Social Services: <http://www.dss.cahwnet.gov>~~
- ~~Governor's Office of Criminal Justice Planning: <http://www.ocjp.ca.gov>~~

CHILD ABUSE PREVENTION AND REPORTING

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Education Code 51900.6, as added by AB 2016 (Ch. 809, Statutes of 2014), authorizes districts to provide age-appropriate instruction in sexual abuse and sexual assault awareness and prevention in grades K-12, provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. It also requires the State Board of Education and Superintendent of Public Instruction to consider addressing these issues in the next revision of the state health education content standards and curriculum framework.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Pacific Grove Unified School District

Students

Policy #5141.4

CHILD ABUSE PREVENTION AND REPORTING

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

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EDUCATION CODE

32280-32288 Comprehensive school safety plans

33195 Heritage schools, mandated reporters

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44807 Duty concerning conduct of students

48906 Notification when student released to peace officer

48987 Dissemination of reporting guidelines to parents

49001 Prohibition of corporal punishment

51220.5 Parenting skills education

51900.6 Sexual abuse and sexual assault awareness and prevention

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act

273a Willful cruelty or unjustifiable punishment of child; endangering life or health

288 Definition of lewd or lascivious act requiring reporting

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

CODE OF REGULATIONS, TITLE 5

Pacific Grove Unified School District

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Policy #5141.4

CHILD ABUSE PREVENTION AND REPORTING

4650 Filing complaints with CDE, special education students

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

COURT DECISIONS

Camreta v. Greene (2011) 131 S.Ct. 2020

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve

Health Framework for California Public Schools, Kindergarten Through Grade Twelve

WEB SITES

California Attorney General's Office, Suspected Child Abuse Report Form:

http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss/ap>

California Department of Social Services, Children and Family Services Division:

<http://www.childsworld.ca.gov>

U.S. Department of Health and Human Services, Child Welfare Information Gateway:

<https://www.childwelfare.gov/can>

Pacific Grove Unified School District

Students

Regulation #5141.4

ADMINISTRATIVE REGULATION CHILD ABUSE PREVENTION AND REPORTING CHILD ABUSE REPORTING PROCEDURES

Definitions

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)

(cf. 3515.3 - District Police/Security Department)

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)

Page 1 of 8~~Page 5 of 5~~

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CSBA: March, 2002

Revised March 19, 2015

Pacific Grove Unified School District

Students

Regulation #5141.4

ADMINISTRATIVE REGULATION
CHILD ABUSE PREVENTION AND REPORTING
CHILD ABUSE REPORTING PROCEDURES

4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

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Revised March 19, 2015

Pacific Grove Unified School District

Students

Regulation #5141.4

ADMINISTRATIVE REGULATION CHILD ABUSE PREVENTION AND REPORTING CHILD ABUSE REPORTING PROCEDURES

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

(cf. 1240 - Volunteer Assistance)

Reporting Procedures

1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or

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CSBA: March, 2002

Revised March 19, 2015

Pacific Grove Unified School District

Students _____

_____ Regulation #5141.4

ADMINISTRATIVE REGULATION CHILD ABUSE PREVENTION AND REPORTING CHILD ABUSE REPORTING PROCEDURES

neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

(Name of appropriate agency)

(Address)

(Phone number)

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child

Page 4 of 8~~Page 5 of 5~~

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Revised March 19, 2015

Pacific Grove Unified School District

Students _____

_____ Regulation #5141.4

ADMINISTRATIVE REGULATION CHILD ABUSE PREVENTION AND REPORTING CHILD ABUSE REPORTING PROCEDURES

e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

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(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

Victim Interviews by Social Services

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.

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4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf. 1312.3 - Uniform Complaint Procedures)

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Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

~~Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)~~

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1. ~~A physical injury inflicted by other than accidental means on a child by another person-~~
2. ~~Sexual abuse of a child as defined in Penal Code 11165.1-~~
3. ~~Neglect as defined in Penal Code 11165.2-~~
4. ~~Willful cruelty or unjustifiable punishment of a child as defined in Penal Code 11165.3-~~
5. ~~Unlawful corporal punishment or injury resulting in a traumatic condition as defined in Penal Code 11165.4-~~

~~Child abuse or neglect does not include:-~~

1. ~~A mutual affray between minors (Penal Code 11165.6)-~~
2. ~~An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)-~~
3. ~~The exercise by a teacher, vice principal, principal or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)-~~
4. ~~An amount of force that is reasonable and necessary for a school employee to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student (Education Code 49001)-~~
5. ~~Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)-~~

~~Mandated reporters include but are not limited to teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; administrators and employees of a licensed day care facility; Head Start teachers; District police or security officers; and administrators, presenters or counselors of a child abuse prevention program. (Penal Code 11165.7)-~~

~~Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. (Penal Code 11166)-~~

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Reportable Offenses

~~A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)~~

~~Any mandated reporter who has knowledge of or who reasonably suspects that mental suffering has been inflicted upon a child, or that the child's emotional well-being is endangered in any other way, may report the known or suspected instance of child abuse or neglect to the appropriate agency designated below. (Penal Code 11166.05)~~

~~Instances that indicate that the emotional well-being of a child might be endangered include, but are not limited to, evidence that the child is suffering from emotional damage, such as severe anxiety, depression, withdrawal, or untoward aggressive behavior towards self or others.~~

~~Any person shall notify a peace officer if he/she reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury, where the victim is a child under age 14. (Penal Code 152.3, 288)~~

Responsibility for Reporting

~~The reporting duties are individual and cannot be delegated to another person. (Penal Code 11166)~~

~~When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)~~

~~No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)~~

~~Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse~~

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~~or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)~~

~~Reporting Procedures~~

~~1. Initial Telephone Report~~

~~Immediately or as soon as practicably possible after knowing or observing suspected child abuse or neglect, a mandated reporter shall make a report by telephone to any police department (excluding a school District police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or the county welfare department. (Penal Code 11166)~~

~~Department of Social Services
 Child Protective Services
 1352 Natividad Road
 Salinas, Ca 93906~~

~~When the telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.~~

~~2. Written Report~~

~~Within 36 hours of receiving the information concerning the incident, the mandated reporter shall prepare and send to the appropriate agency a written report which includes a completed Department of Justice form. (Penal Code 11166, 11168)~~

~~Mandated reporters may obtain copies of the above form from either the District or the appropriate agency.~~

~~Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)~~

- ~~a. The name, business address and telephone number of the person making the report and the capacity that makes the person a mandated reporter~~
- ~~b. The child's name and address, present location and, where applicable, school, grade and class~~
- ~~c. The names, addresses and telephone numbers of the child's parents/guardians~~

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~~d. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information-~~

~~e. The name, address, telephone number and other relevant personal information about the person(s) who might have abused or neglected the child-~~

~~The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)~~

~~-~~

~~Information relevant to the incident of child abuse or neglect may also be given to an investigator from an agency that is investigating the case. (Penal Code 11167)~~

~~3. Internal Reporting~~

~~Employees reporting child abuse or neglect to the appropriate agency are encouraged, but not required, to notify the principal or designee as soon as possible after the initial telephone report to an appropriate agency. When so notified, the principal shall inform the Superintendent or designee.~~

~~The principal or designee so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Governing Board policy and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing these forms.~~

~~The mandated reporter shall not be required to disclose his/her identity to the principal. (Penal Code 11166)~~

~~He/she may provide or mail a copy of the written report to the principal, Superintendent or designee without his/her signature or name.~~

~~Reporting the information to an employer, supervisor, school principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)~~

~~Training~~

~~Training of mandated reporters shall include child abuse identification and reporting. All employees receiving such training shall receive written notice of state reporting requirements and employees' confidentiality rights. (Penal Code 11165.7)~~

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~~Training shall also include guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as child abuse.~~

~~Victim Interviews~~

~~Upon request, a representative of an agency investigating suspected child abuse or neglect may interview a suspected victim during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)~~

~~A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her, before the interview takes place, of the following requirements: (Penal Code 11174.3)~~

- ~~1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.~~
- ~~2. The selected person shall not participate in the interview.~~
- ~~3. The selected person shall not discuss the facts or circumstances of the case with the child.~~
- ~~4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.~~

~~If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)~~

~~Release of Child to Peace Officer~~

~~When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace~~

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~~officer or agent to notify the parent/guardian of the situation. (Education Code 48906)~~

~~Peace officers shall be asked to sign an appropriate release or acceptance of responsibility form.~~

~~Parent/Guardian Complaints~~

~~-~~

~~Upon request, the Superintendent or designee shall provide parents/guardians with procedures whereby they can report suspected child abuse occurring at a school site to appropriate agencies. Such procedures shall be in the primary language of the parent/guardian and, when communicating orally regarding those procedures, an interpreter shall be provided for parents/guardians whose primary language is other than English. (Education Code 48987)~~

~~-~~

~~To file a complaint against a District employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person or in writing with any appropriate agency identified above under "Reporting Procedures."~~

~~If a parent/guardian makes a complaint to any District employee, that employee shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency and also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.~~

~~In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650(a)(viii)(C).~~

~~Notifications~~

~~The Superintendent or designee shall give persons hired by the District a statement informing them that they are mandated by law to report suspected child abuse and neglect, inform them of their reporting obligations under Penal Code 11166, and provide a copy of Penal Code 11165.7 and 11166. Before beginning employment, employees shall sign the statement indicating that they have knowledge of the reporting obligations under Penal Code 11166 and that they will comply with those provisions. The signed statements shall be retained by the Superintendent or designee. (Penal Code 11166.5)~~

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~~Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.~~

~~The Superintendent or designee shall also notify all employees that:-~~

- ~~1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)-~~
- ~~2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she is guilty of a misdemeanor punishable by a fine and/or imprisonment. (Penal Code 11166)-~~
- ~~3. No employee shall be subject to any sanction by the District for making a report. (Penal Code 11166)-~~

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Definitions

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)

(cf. 3515.3 - District Police/Security Department)

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to

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protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward

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aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

(cf. 1240 - Volunteer Assistance)

Reporting Procedures

1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

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(Name of appropriate agency)

(Address)

(Phone number)

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the

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case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that

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failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

Victim Interviews by Social Services

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone

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number of the child's parent/guardian. (Education Code 48906)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed

Pacific Grove Unified School District

Students

Regulation #5141.4

ADMINISTRATIVE REGULATION CHILD ABUSE PREVENTION AND REPORTING

statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

SUBJECT: Refinancing of Existing General Obligation Bonds

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the refinancing of four existing General Obligation Bonds at a lower interest rate.

BACKGROUND:

The District has four General Obligation Bonds that are now eligible for refinancing:

- 1) 1999 Series A (refunded in 2005) - \$2,240,000
- 2) 1999 Series B (refunded in 2007) – \$2,895,000
- 3) 2006 Series A – 5,045,000
- 4) 2006 Series B – 8,015,000

Total available for refinancing = \$18,195,000

INFORMATION:

Because interest rates are lower now than when these General Obligation Bonds were first issued, the Bonds can be refunded, and then reissued at a lower interest rate, which would create savings for the taxpayers of Pacific Grove.

After deducting the costs of issuance and underwriting, there is a net savings of approximately \$1,150,000 available. It is possible to apply this savings over the next three years, which will reduce the impact of the Measure D GO Bonds on taxpayers. This would reduce the total payments over the next three years from \$2.6 million to about \$1.5 million.

FISCAL IMPACT:

There is no fiscal impact on the District. The savings discussed above will only impact the taxpayers of Pacific Grove.



650 CALIFORNIA ST. 8TH FLOOR
SAN FRANCISCO, CA 94108
WWW.DALESCOTT.COM

March 11, 2015

Rick Miller, CBO
Pacific Grove Unified School District
435 Hillcrest
Pacific Grove, CA 93950

Re: Review of Possible Refinancing of General Obligation Bonds

Dear Mr. Miller,

Current interest rate market conditions will allow the District to refinance four of its outstanding general obligation ("GO") bonds, producing significant taxpayer savings. The four GO bonds that could be refinanced are:

- **2005 Refunding Bonds** (which refinanced the Series A Bonds from the Election of 1999) of which \$2.24 million remains outstanding
- **2007 Refunding Bonds** (which refinanced the Series B Bonds from the Election of 1999) of which \$2.895 remains outstanding
- **The Series A Bonds from the Election of 2006** of which \$5.045 million remains outstanding
- **The Series B Bonds from the Election of 2006** of which \$8.015 million remains outstanding

By refinancing these outstanding GOs, we estimate taxpayer savings of approximately \$1 million. These savings are net of all costs of issuance. (The Table 1 for a breakdown of these savings.)

As discussed, the refinancing could be structured so that the majority of the savings are received over the next three years. This upfront savings structure would provide an offset to a portion of the the tax increase that will result over the next three years from the sale of the first series of Ed-Tech Bonds.

I hope this review proves useful.

Sincerely,

Dale Scott, President

Table 1: Pacific Grove USD: Review of GO Bond Refunding Opportunity	
Bonds Outstanding	\$18,195,000
Gross savings	\$1,862,238
Costs of Issuance*	\$200,000
Underwriting*	\$62,213
Redemption Premium and Neg Arb**	\$450,025
Net savings	\$1,150,000
% of Bonds Outstanding	6.32%

* Estimated

** Premium for early redemption and negative cost of carry during escrow prior to refunding date of bonds

SUBJECT: Teacher on Special Assignment for Educational Technology, Accountability, Data Analysis & Special Projects

PERSON RESPONSIBLE: Billie Mankey, Director II, Human Resources

RECOMMENDATION:

The Administration recommends that the Board review and approve the position and job description for Teacher on Special Assignment for Educational Technology, Accountability, Data Analysis & Special Projects.

BACKGROUND:

Critical responsibilities in the areas of educational technology, accountability, data analysis and Special Projects continue to increase and have exceeded what our current staffing can effectively maintain for staff training, instructional support and State and Federal reporting compliance.

INFORMATION/DESCRIPTION:

This employee, under the supervision of the Director of Curriculum and Special Projects, and in coordination with the Director of Technology, will be the lead district-wide support contact to employees and for programs in the area of educational software recommendation, training/professional development, student data analysis and dissemination, and Special Projects reporting.

OPTIONS:

1. Approve the position and job description with additional recommended revisions.
2. Not approve the position and job description revision and provide alternative direction.

FUNDING:

Approximately \$67,000 depending on the salary placement of the current teacher who applies, where they are on the certificated salary schedule, and consideration of cost of replacing that teacher in the classroom.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: TEACHER ON SPECIAL ASSIGNMENT

Educational Technology, Accountability, Data Analysis & Special Projects

DEFINITION: Under the supervision of the Director of Curriculum and Special Projects, and in coordination with the Director of Technology organize and participate in identification, recommendation and implementation of educational technology and technology programs/software, student data analysis interpretation and reporting, and special project reporting. Works within the guidelines of District policies and procedures, State standards and programmatic requirements.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Under the direction of District administration, analyze student data and information in order to plan and determine how best to assist school site staff in the implementation of recommended and approved instructional programs and software that supports student learning.
- Assist the Director of Curriculum and Special Projects, organize, prepare and submit reports (examples may include, but are not limited to ConAp, SARC . . .)
- Oversee district-wide instructional software management
- Provide daily contact and support for software users
- Support, facilitate and train teachers in learning and applying new educational software and other technology programs
- Support the full and effective implementation of the adopted instructional technology software programs through individualized feedback, demonstration lessons, facilitation of site-based grade level and/or department meetings, facilitation of trainings
- Support and provide data analysis for individual teachers, grade-level teams and/or departments in the dissemination of information provided through implementation of testing, assessments and common assessments, including formative assessments
- Develop training materials
- Develop tools and resources that support quality instruction and facilitate analysis of student achievement data to modify instruction
- Establish and maintain collaborative and supportive internal and external partnerships that support accelerated and sustained student growth using educational technology
- Design professional development activities, conduct meetings and presentations, facilitate work group activities
- Research, interpret, analyze, report, and utilize data and evaluating process and resources
- Perform other non-instructional duties as assigned, according to District policies and procedures
- Maintain professional competence through participation in in-service education activities provided by the District and other professional growth activities, keeping informed of best practices and trends
- Participate in district committees as appropriate
- Attend regular trainings and meetings as designated by the Director of Curriculum and Student Projects
- Participate in faculty meetings and committees, as needed or assigned
- Assist in maintaining program design that has been approved by the Board of Education
- Adhere to compliance requirements for program implementation

POSITION TITLE: TEACHER ON SPECIAL ASSIGNMENT**Educational Technology, Accountability, Data Analysis & Special Projects**

- Report school achievement data to staff, parents and the principal, as appropriate
- Perform other program-related duties as may be assigned by the District or school site administrator and/or designee

QUALIFICATIONS:**Knowledge of:**

- Educational Technology software programs that effectively support and enhance student learning
- Professional development theory and effective instructional practices
- Student data analysis
- Applicable sections of State Education Code and other applicable state publications, such as curriculum frameworks
- Curriculum, instruction and assessment processes
- District policies and procedures that govern program and curriculum
- Technology and computer software applications relative to instruction and administration
- California Standards for the Teaching Profession
- Previous experience working effectively with culturally and linguistically diverse groups
- Organization, operations, policies and objectives of public education
- District goals as outlined in Local Education Agency Plan
- California Content Standards, and educational issues and trends

Ability to:

- Adapt to changing work environment and/or priorities; being attentive to detail; meeting deadlines and schedules; working with constant interruptions; and working under time constraints
- Understand and carry out complex oral and written directions
- Act independently and make minor decisions based on established procedures
- Perform research, compiling information from a variety of sources
- Ability to communicate verbally with administrators, staff, students and the community in situations requiring tact, diplomacy, and discretion
- Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, and firmness
- Learn and interpret specific rules, laws, and policies and apply them with good judgment in a variety of situations
- Work well independently and as part of a team
- Establish and maintain cooperative relationships with those contacted in the course of the work
- Maintain confidentiality
- Effectively plan for the differentiated needs of students
- Establish and maintain cooperative and supportive relationships with students, school personnel, district personnel, parents, co-workers, and the public
- Analyze a variety of student data and provide meaningful interpretation for school staff
- Maintain confidentiality
- Facilitate meetings and professional development
- Communicate effectively in the English language both orally and in writing
- Meet schedules and timelines
- Work independently with appropriate direction
- Analyze situations accurately and adopt an effective course of action as they pertain to working with adults in the coaching process and professional development
- Expertly use technology and computer software applications as appropriate to the work environment

POSITION TITLE: TEACHER ON SPECIAL ASSIGNMENT
Educational Technology, Accountability, Data Analysis & Special Projects

- Use tact, patience and courtesy when dealing with people
- Understand and be sensitive to those of culturally and linguistically diverse backgrounds
- Arrange and adhere to schedules and timelines
- Model norms of behavior that reflect high expectations for colleagues and students
- Travel to various location within the tri-county area
- Work flexible hours

EDUCATION AND EXPERIENCE:

- Bachelor's degree from an accredited college or university (preferably in the area of educational/instructional technology)
- Three years of professional teaching experience
- Outstanding and/or highly satisfactory evaluations
- Strong educational technology software subject content knowledge and ability to apply it to teaching and learning
- Verifiable experience coaching and modeling instructional lessons for teachers and creating professional development
- Verifiable experience facilitating groups and conducting professional development in the defined subject matter or field of expertise
- State approved training in core curriculum

LICENSE OR CERTIFICATE:

- Valid California teaching credential
- CLAD/BCLAD certification
- Possession of a valid California Driver's License

PHYSICAL REQUIREMENTS of this position are, but not limited to the following:

Ability to:

- Sit for extended periods of time
- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Ascend and descend steps
- See for the purpose of observing accuracy of reports and documents
- Hear and understand speech at normal levels
- Communicate so others will clearly understand normal conversation
- Communicate using the telephone and radio
- Push/pull, squat, turn, twist, bend, and stoop
- Lift and carry 20 lbs.
- Reach in all directions
- Think clearly and rationally to solve problems, use good judgment and make sound decisions
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position

<p><i>POSITION TITLE: TEACHER ON SPECIAL ASSIGNMENT</i> Educational Technology, Accountability, Data Analysis & Special Projects</p>
--

WORKING CONDITIONS:

Classroom working environment subject to sitting at a desk for long periods of time, walking and/or standing for extended periods of time, bending, crouching, or kneeling at files, pushing/pulling of file drawers, reaching in all directions, and prolonged periods of time working at a computer terminal.

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

Adopted by the Board of Education:

SUBJECT: Design of Forest Grove Congress Avenue Entrance

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the design of the Congress Avenue entrance to Forest Grove Elementary School.

BACKGROUND:

The funding provided by Measure D has a remaining budget of \$481,215 which is designated for Forest Grove Elementary School. In October, a Facilities Master Plan was presented to the Forest Grove School Site Council by architect Oona Johnsen. Part of the plan was a redesign of the Congress Avenue entrance to the school. The District has asked architect Oona Johnsen to present various options for redesigning the front entrance to Forest Grove Elementary School. Following the presentation of these options, the Board requested that the District utilize a Traffic Engineer to review the existing conditions and to evaluate the proposed design.

INFORMATION:

The Traffic Engineer, Keith Higgins of Hatch-Mott-MacDonald, will present his findings of the design proposals. The highest priority was given to making improvements that would focus on safety. Additionally, there is a need to allow for a better flow of traffic and people through the area, especially during morning drop-off and afternoon pick-up times. There was also consideration given towards providing additional parking spaces, and to preserving the existing trees as much as possible.

Options:

- 1) The Board may approve the design as recommended.
- 2) The Board may make recommended changes and approve the design.
- 3) The Board may make recommendations and direct staff to bring this item back for approval at a future date.

FISCAL IMPACT:

A cost estimate will be presented at the Board meeting.



March 2, 2015

Rick Miller, Assistant Superintendent - Business Services
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950-4398

**RE: Forest Grove Elementary School Traffic Operations, Pacific Grove, California
DRAFT**

Dear Rick:

This letter documents the findings of Hatch Mott MacDonald's review of proposed modifications to the design of the drop-off/pick-up area for Forest Grove Elementary School located on Congress Road. The proposed improvements are intended to provide safety improvements to allow for safe and efficient movements of children during vehicle and bus drop-off and pick-up, convenient parking for visitors and staff. This letter provides a description of existing conditions, a description of the proposed improvements and recommended modifications to the proposed access plan.

EXISTING CONDITIONS

The current enrollment at Forest Grove Elementary school is 491 students in grades K through 5. On regular days, the Kindergarten classes begin at 8:45 am and end at 2:00 pm and First through Fifth grade classes begin at 8:45 am and ends at 3:10 pm. Forest Grove Elementary School is accessible from Congress Avenue and Forest Lodge Road, which allows for pick-up and drop-off at two locations. Exhibit 1 shows the existing school site plan.

The Forest Lodge Road drop-off and pick-up area is located on the east side of the school and includes a parking lot that is shared with Pacific Grove High School. A drop-off and pick-up lane for Forest Grove Elementary School is provided on the west side of the parking lot.

There are currently four driveway curb cuts on Congress Avenue that serve the elementary school and the high school located to the north of the elementary school. Two driveways serve the circular driveway to the existing school drop-off/pick-up area. A driveway serving a staff parking lot is located immediately north of the outbound drop-off/pick-up driveway. To access the staff parking area, vehicles encroach on the sidewalk bordering the circular driveway. Immediately north of the staff parking driveway is the driveway to the Pacific Grove High School athletic field parking lot.

Congress Avenue is a two-lane road and is classified as an arterial according to the Pacific Grove General Plan. The posted speed limit is 25 miles per hour in the vicinity of the school. The frontage north of the outbound driveway is finished with curb, gutter and sidewalk. The frontage between the inbound and outbound driveways is finished with only curb and gutter. South of the inbound driveway, curb, gutter and sidewalk only extends for a short distance. Most of the area south of the inbound driveway is unfinished with minimal shoulder.

Most student drop-off and pick-up on the Congress Avenue side of the school occurs along the Congress Avenue frontage of the school. Parents park along the east side of the Congress Avenue during pick-up and drop-off. As shown on Exhibit 1, there is space along the Congress Avenue school frontage to park 12 vehicles south of the inbound driveway, eight vehicles between the inbound and outbound driveways and 13 vehicles north of the outbound driveway. The Pacific Grove High School athletic field parking lot that is located immediately north of the staff parking driveway is also utilized by Forest Elementary school parents for pick-up and drop-off and is also used for parking by school staff and teacher's aids. Fifteen angled parking spaces for school staff and visitors are located within the circular driveway and the spaces face Congress Avenue.

School drop-off and pick-up activity was observed on Monday, February 23, 2015. In addition, video recordings of drop-off and pick-up activity on Congress Road and the upper parking lot were recorded beginning on Monday afternoon through Wednesday morning during the week of February 23, 2015. These recordings provide additional documentation of existing traffic operations.

During pick-up and drop-off, the Congress Avenue circular driveway is to be used only by buses. Parents are supposed to park on Congress Avenue, in the high school athletic field parking lot or use the upper parking lot for morning drop-off and afternoon pick-up. Based upon observations of existing operations, this instruction is followed more closely during the afternoon pick-up period than the morning drop-off period. On Tuesday, February 24, 2015, in the 15 minutes before school started, 74 vehicles entered the circular driveway. In the afternoon, 11 vehicles entered the circular driveway for curbside pick-up between 3:09 pm and 3:20 pm.

Traffic congestion on Congress Avenue at the school driveways is relatively modest during both the AM drop-off and PM pick-up periods. During the AM period, the most intense period of congestion occurs in the few minutes prior to the daily bell, when late arrivals converge on the inbound driveway. Only once during the morning drop-off period did a vehicle queue extend from the circular driveway onto Congress Avenue and the queue onto Congress Avenue consisted of one vehicle and only lasted a few seconds. During the 15 minutes before the start of school, 21 vehicles entered the high school athletic parking lot.

During the five minutes before the 8:45 am bell, there were six times when vehicles turning left from southbound Congress Avenue create a delay to southbound Congress Avenue through traffic because the left turning vehicles could not immediately turn into the school driveway. The delay to southbound traffic was short each time and the highest number of vehicles delayed at any one time was five vehicles. The delay to southbound Congress Avenue traffic caused by southbound vehicles turning left into the school driveway during the AM peak period is not a significant problem at the current time.

During the afternoon pick-up, nearly all parents that arrive prior to dismissal park along the side of Congress Avenue or park in the high school athletic field parking lot. On Monday, February 23, 2015, two parent vehicles entered the circular driveway just prior to the 3:10 pm dismissal and queued at the curb. Between 3:10 pm and 3:20 pm, nine parents entered the driveway for student pick-up. At the high school athletic driveway, 12 vehicles entered between 2:55 pm and 3:10 pm and five vehicles entered between 3:10 pm and 3:20 pm.

On February 23, a total of 63 vehicles entered the upper parking lot during the 15 minute period before the 8:45 am start of school and 35 of these vehicles utilized the drop-off lane and the remainder parked in the parking lot. During the afternoon pick-up, 40 vehicles entered the upper parking lot between 3:00 pm and

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Rick Miller

March 2, 2015

Page 2

3:20 pm with 21 vehicles parking in a marked parking space and 19 parking either in the marked pick-up lane or near the location where the school access pathway intersects the parking lot. Parents exiting the upper parking lot experience a short period of delay when exiting the parking lot due to the short-term surge in exiting traffic in the few minutes after the afternoon dismissal.

PROPOSED ACCESS PLAN

Exhibit 2 shows the preferred access plan for the Congress entry. The plan provides the following:

1. Consolidates the existing four driveway curb cuts on Congress Avenue to two driveways. The existing inbound driveway to the drop-off/pick-up zone is maintained. The outbound driveway for the drop-off/pick-up zone and the staff parking driveway and the high school athletic field parking lot driveways are consolidated into one driveway located at the existing high school athletic field parking lot driveway.
2. A left turn lane is provided on southbound Congress Avenue at the entrance driveway.
3. The circular driveway is designed to provide two travel lanes and an 8-foot wide drop-off/pick-up lane. The left travel lane serves the angled parking spaces that front Congress Avenue and the right travel lane serves the vehicle and bus drop-off/pick-up area. The driveway travel lanes are separated by a raised curb and a low wooden fence to guide pedestrians to the marked crosswalks.
4. Parking for two large buses is provided in the drop-off/pick-up lane.
5. Three marked crosswalks are provided across loading area driveway. Crosswalks are proposed to be either delineated with a raised table top type of speed hump and/or rumble strips.
6. Additional parking spaces would be provided in the staff parking area and additional parking spaces would be marked in the high school athletic field parking lot.
7. New curb, gutter and sidewalk would be provided on the east side of Congress Avenue, south of the entrance driveway for a distance of 125 feet.

The proposed improvement program also includes the addition of a second driveway serving the upper parking lot from Forest Lodge Road.

RECOMMENDED MODIFICATIONS

Exhibit 3 provides recommended modifications to the preferred option access plan. The recommendations are provided to further enhance vehicular, pedestrian and bicyclist safety. The comments include the following:

1. The curb on entry driveway should be marked/signed for no parking to provide a clear sight line for vehicles entering the driveway. The estimated curb space that would be lost is about 110 feet.
2. Center crosswalk – if possible, the center crosswalk should be separated from the handicap parking spaces. One possibility is to relocate the crosswalk to the landscape island immediately to the north. However, this would reduce the curb parking reserved for bus parking. If the crosswalk cannot be moved, the crosswalk should be striped perpendicular to both travel lanes to reduce pedestrian crossing distance.
3. Rumble strips are not necessary in the travel lanes at the center crosswalk.
4. The bike racks are shown adjacent to the loading area sidewalk and sidewalk between the school and pick-up/drop-off area. There may be inadequate space for bicycle parking at this location given the pedestrian and bus loading and unloading that will be occurring in this area.



5. Exhibits 4A through 4E provide an analysis of the turning requirements of a school bus at the entrance and exit to the Congress Avenue loading zone driveway. Areas where the bus travel path and overhang would intrude over the driveway curbs are shown on the exhibits. The exit path from the bus parking spot shown on Exhibits 4A and 4B provides the best alignment for completing the right and left turns onto Congress Avenue. Even so, the bus would intrude into the inbound lane on the exit driveway and onto the curb on the north side of the exit driveway. Note that entry to and exit from the high school athletic parking lot should consider the turning requirements of the buses that use that parking lot. Exhibit 4C shows that an inbound bus turning left from Congress Avenue cannot complete the u-turn movement into the driveway from the proposed left turn lane on Congress Avenue. Even with the left turn lane eliminated and the bus turning from the southbound Congress Avenue through lane, the bus would track into the pick-up/drop-off lane. One option that would not require significant physical change to the proposed design would be to require all large buses accessing the school loading area to access the school from the south as a right turn into the driveway. Exhibits 4D and 4E show the travel path of a bus entering the driveway from the south. The vehicle path shown on Exhibit 4D would clear the proposed raised island in the driveway, but would require the bus intrude into the drop-off/pick-up lane. The vehicle path shown on Exhibit 4E would clear the drop-off/pick-up lane, but would require a modification to the proposed raised island in the driveway.
6. The intersection of the pick-up/drop-off exit lane, north driveway, high school lot, staff parking lot should be signed with three-way stop control. Inbound traffic from Congress should be given the right of way to enter and clear the intersection. In addition, crosswalks should be marked for the east and north intersection legs. Pedestrians with destinations and origins to the north should be encouraged to cross the east and north legs of the intersection to avoid conflicts with outbound traffic from the drop-off/pick-up zone at both the south crosswalk at this intersection and at the driveway exit to Congress Avenue.
7. A corner sight distance analysis was performed to ensure adequate corner sight distance would be provided from the exit driveway onto Congress Avenue. While the posted speed limit on Congress Avenue is 25 miles per hour, a design speed of 35 miles per hour was used to evaluate the minimum required corner sight distance from the proposed exit driveway based upon observations of existing vehicle travel speeds on Congress Avenue. The minimum required sight distance for a 35 mph travel speed is 250 feet. Exhibit 5 shows the sight line between a vehicle approaching from the south and a motorist exiting the driveway. The sight line crosses through the proposed northern most on-street parking space located on Congress Avenue. The sight line is marginal for the conditions and elimination of the northern most parking space should be considered. Also, widening the outbound driveway to provide a separate left turn lane and a right turn lane should be considered. This would allow vehicles turning right from the driveway to exit should a left turning vehicle be delayed due to traffic on Congress Avenue.
8. It is recommended that a lane width of at least 13 feet be used for the Congress Avenue travel lane adjacent to the on-street, parallel parking spaces provided adjacent to the driveway island. Given the pavement width currently provided on Congress Avenue, travel lanes 13 feet wide and a left turn lane 10 foot wide can be provided. In addition, approach and transition tapers for the Congress Avenue should be based on Caltrans design standards. It should be noted the striping of Congress Avenue will reduce the shoulder area available for bicyclists to minimal, substandard widths.
9. To enhance motorist awareness of the school driveways, it is recommended that School Warning Assembly A (CA) be installed on each Congress Avenue approach to the school property as prescribed by the California Manual on Uniform Traffic Control Devices. In addition, radar driver feedback signs should be considered on the Congress Avenue approaches to the school to alert motorists of their travel speed through the school zone.

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Rick Miller

March 2, 2015

Page 4

Traffic Operations With Preferred Access Option

The proposed improvements to the Congress Avenue access to Forest Grove Elementary School will provide improved access and circulation for motorists, pedestrians and bicyclists. These improvements include the following:

1. The lengthened on-site circular driveway provides more on-site curb space for parent drop-off and pick-up operations than currently provided.
2. The curb improvements proposed for the east side of Congress Avenue south of the inbound driveway improves access conditions for parents that park on this section of Congress Avenue.
3. The consolidation of driveways reduces the number of conflict points on Congress Avenue along the school frontage.
4. Pedestrian travel paths and crossing locations are better defined.
5. The new access driveway to the staff parking lot eliminates the current conflict between vehicles and pedestrians created because the existing driveway encroaches into the sidewalk north of the circular driveway.

The new access plan will create new traffic conditions and conflict points. While these conditions may not result in poor or unacceptable operating conditions, the implications of changes to the existing access plan should be considered and noted for monitoring and possible remedial action after the proposed improvements are constructed.

It is recommended parent use of the on-site driveway in the morning be limited to drop-offs and that parents wanting to park and walk be directed to one of the parking areas. This will ensure that the drop-off curb space turns over quickly. Currently, most, if not all, of the parents using the circular driveway in the morning drop-off their child/children and do not park for an extended period of time.

The consolidation of the three northerly driveways to one driveway will create a new intersection on site. While the volume of traffic entering and exiting the high school parking lot and staff parking lot are relatively low at the current time during school arrival and dismissal periods, traffic movements to and from the staff parking lot and the high school parking lot will create some measure of delay to vehicles exiting the pick-up/drop-off lane. A significant level of congestion is not anticipated at this location. However, given that this intersection will also be utilized by pedestrian traffic, this intersection should be monitored after the project is constructed to determine if an intersection monitor should be assigned to the intersection to assist in traffic and pedestrian movements.

Consideration should be given to not providing the left turn lane on southbound Congress Avenue at the entry driveway. While the left turn lane would provide relief to those southbound vehicles that are delayed by vehicles turning left into the driveway, observations of current traffic operations indicate that this is not a significant operational problem at the current time. Further, striping the left turn lane within the existing roadway width will reduce the pavement width for bicyclists on Congress Road.



SUMMARY

This letter provides the findings of a review of proposed modifications to the design of the drop-off/pick-up area for Forest Grove Elementary School located on Congress Road. A description of existing conditions, the proposed improvements and recommendations for modifications to the proposed access plan are provided in this letter report. The recommended modifications are documented on Exhibit 3 of the letter report. The proposed improvements with the recommended modifications will provide safety improvements to allow for safe and efficient movements of children during vehicle and bus drop-off and pick-up and convenient parking for visitors and staff.

If you have any questions regarding the information contained in this letter, please contact me at your convenience.

Very truly yours,

Hatch Mott MacDonald

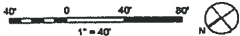
A handwritten signature in black ink, appearing to read "Keith Higgins".

Keith Higgins, PE, TE
Vice-President

NOTES:

- 1. VERIFY ALL EXISTING CONDITIONS ON SITE.
- 2. DISCLAIMER: EXISTING CONDITIONS INCLUDING UNDERGROUND UTILITY INFORMATION HAS BEEN COMPILED FROM A SURVEY AND DESIGN (NOT AS BUILT) CAD FILES. CONSULTANT TAKES NO RESPONSIBILITY FOR THE ACCURACY OF INFORMATION SHOWN.
- 3. EXISTING CONDITIONS PLAN (CONTEXT SITE PLAN AND OTHER BASE MAP DRAWINGS) ARE A COMPILED OF THE FOLLOWING DRAWINGS:
 - A. SITE PLAN - BFSLA, DATED: JUNE 28, 2012
 - a. Survey Information: unknown source or date
 - B. ON SITE HAND MEASUREMENTS - OJ-LA, DATED: 11/2013

PG High School
Athletic Field
Parking Lot



Staff parking
driveway

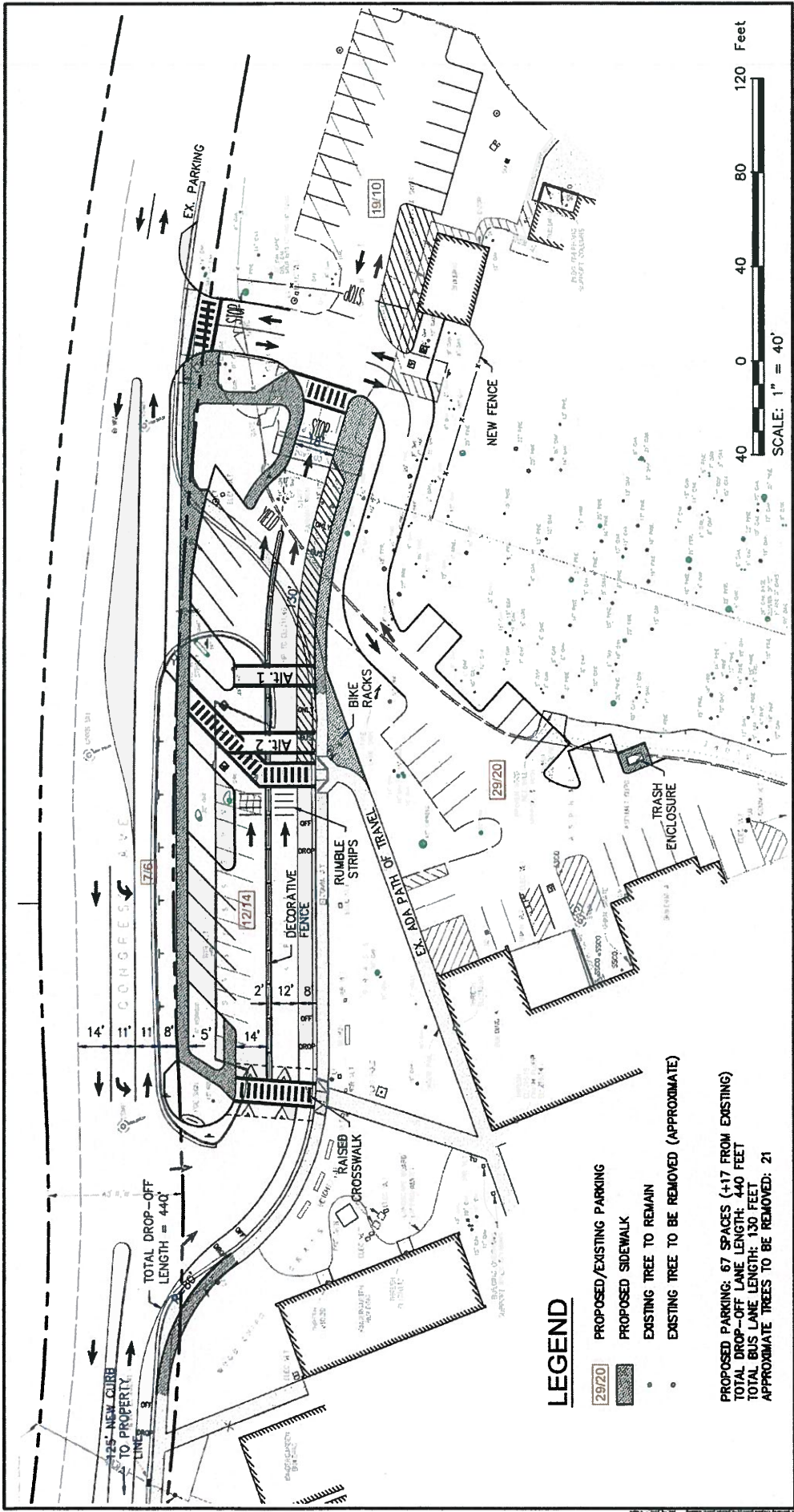
FOREST GROVE LANDSCAPE MASTER PLAN

pgusd
PACIFIC GROVE

Site Plan



June 11, 2014



SCHOOL SITE COUNCIL PREFERRED OPTION
FOREST GROVE ELEMENTARY: CONGRESS ENTRY
PACIFIC GROVE, CALIFORNIA

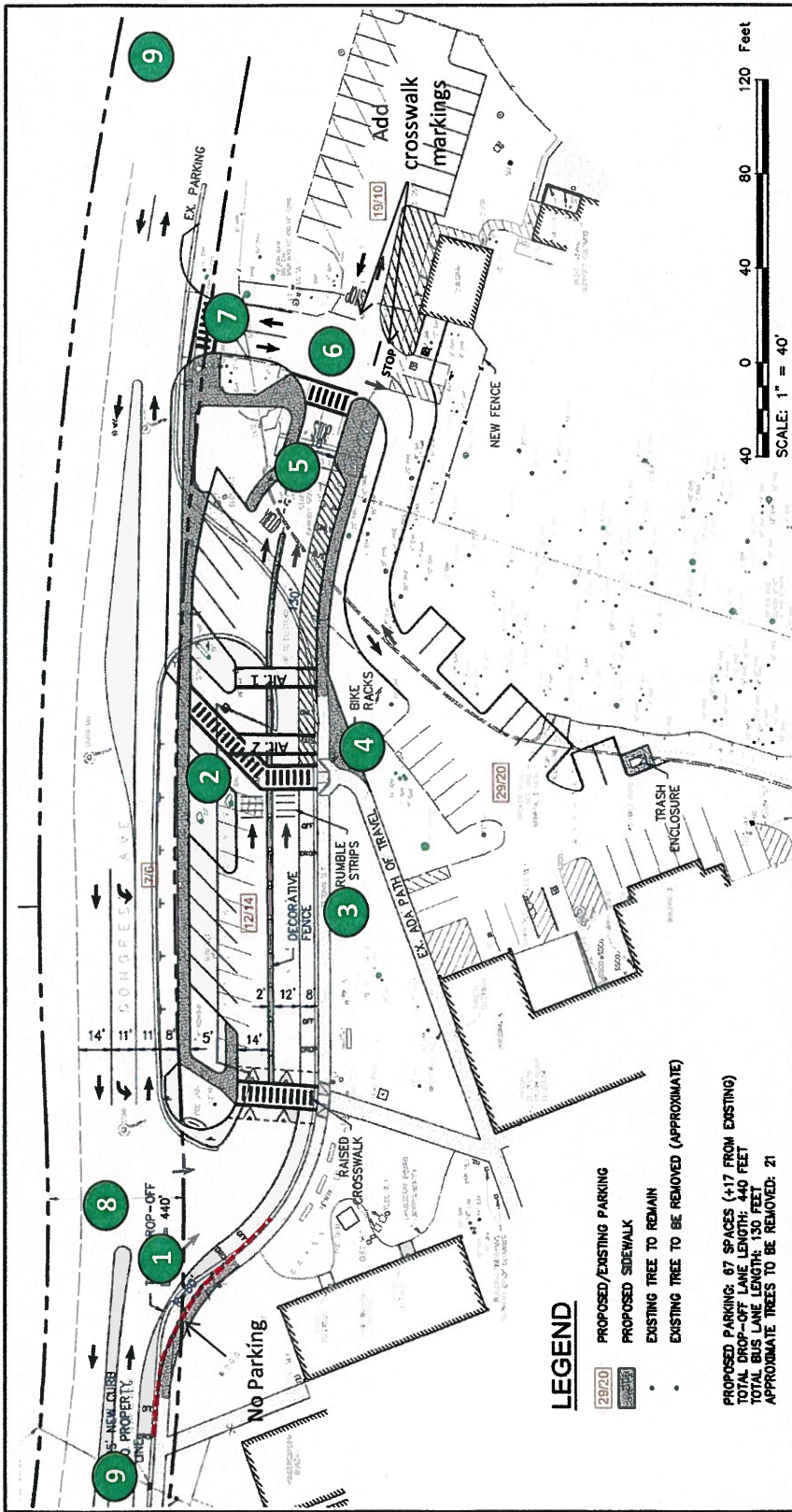


Jan. 14, 2015
Sheet 1 of 1

EXHIBIT 2
PREFERRED ACCESS PLAN

Exhibits1.xls - Ex 2 Site Plan

Hatch Mott MacDonald



SCHOOL SITE COUNCIL PREFERRED OPTION FOREST GROVE ELEMENTARY: CONGRESS ENTRY

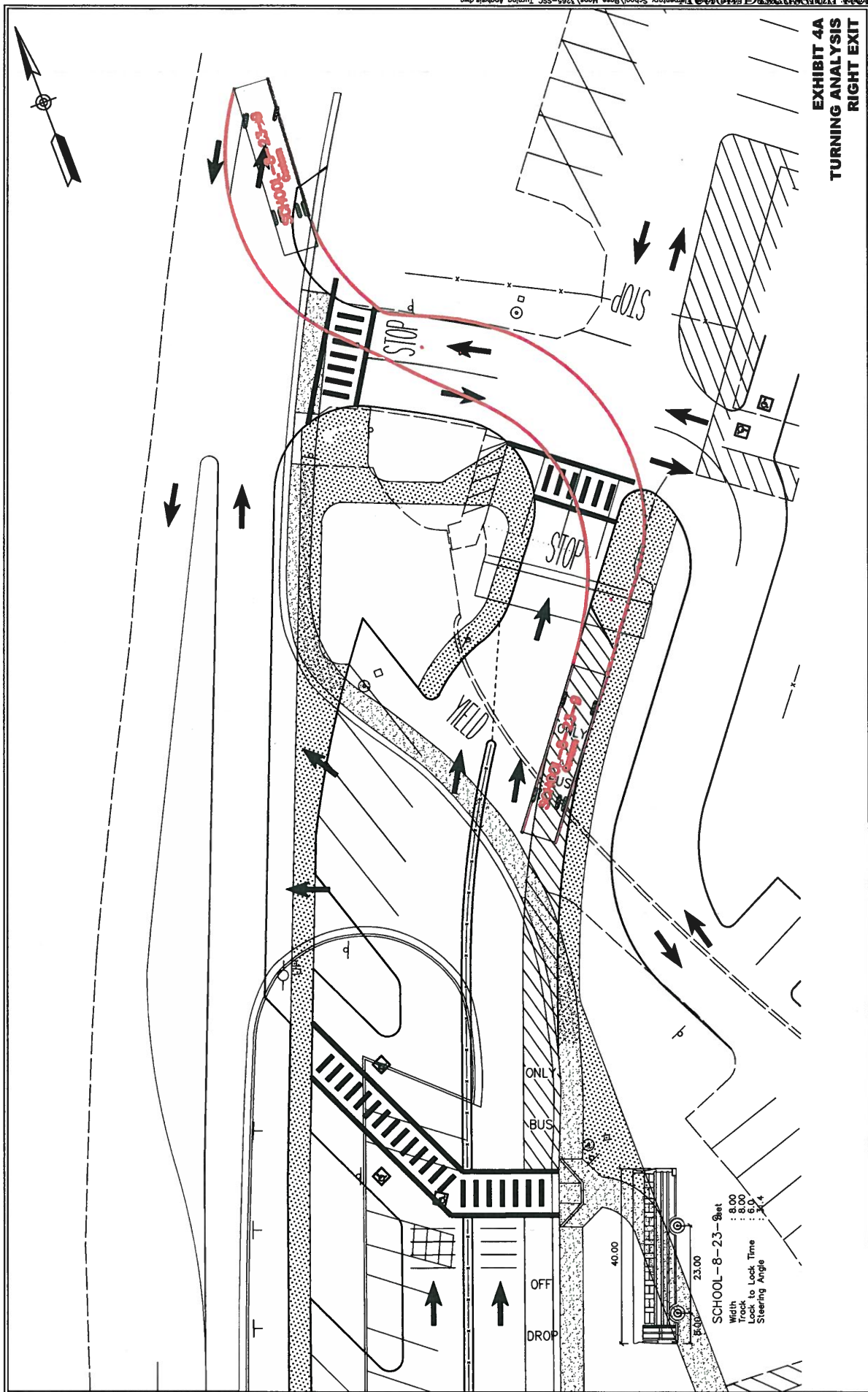
PACIFIC GROVE, CALIFORNIA

1. Prohibit parking on the entry driveway to provide a clear sight line for vehicles entering the driveway. The estimated curb space that would be lost is about 110 feet.
2. Separate the center crosswalk from the handicap parking spaces. One possibility is to relocate the crosswalk to the landscape island immediately to the north. However, this would reduce the curb parking reserved for bus parking. If the crosswalk cannot be moved, the crosswalk should be striped perpendicular to both travel lanes to reduce crossing distance.
3. Rumble strips are not necessary in the travel lanes at the center crosswalk.
4. There may be inadequate space for bicycle parking at this location given the pedestrian and bus loading and unloading that will be occurring in this area.
5. Bus travel path requirements: See Exhibits 4A-4C.
6. The intersection of the pick-up/drop-off exit lane, north driveway, high school lot, employee lot should be signed with three-way stop control. Inbound traffic from Congress Avenue should be given the right of way to enter and clear the intersection. Crosswalks should be marked across the east and north legs of the intersection.
7. Corner sight distance analysis: See Exhibit 5.
8. Lane widths and lane marking/stripping on Congress Avenue: Recommended lane widths - 13 feet for the through lanes and 10 feet for the left turn lane.
9. Installation of School warning Assembly A (CA) is recommended on the Congress Avenue approaches to the school and radar driver feedback signs should be considered for installation.

Hatch Mott MacDonald

Exhibits1.xls - Ex 3 Site Plan Comments

**EXHIBIT 3
RECOMMENDED MODIFICATIONS
TO THE PROPOSED ACCESS PLAN**



Hatch Mott
MacDonald

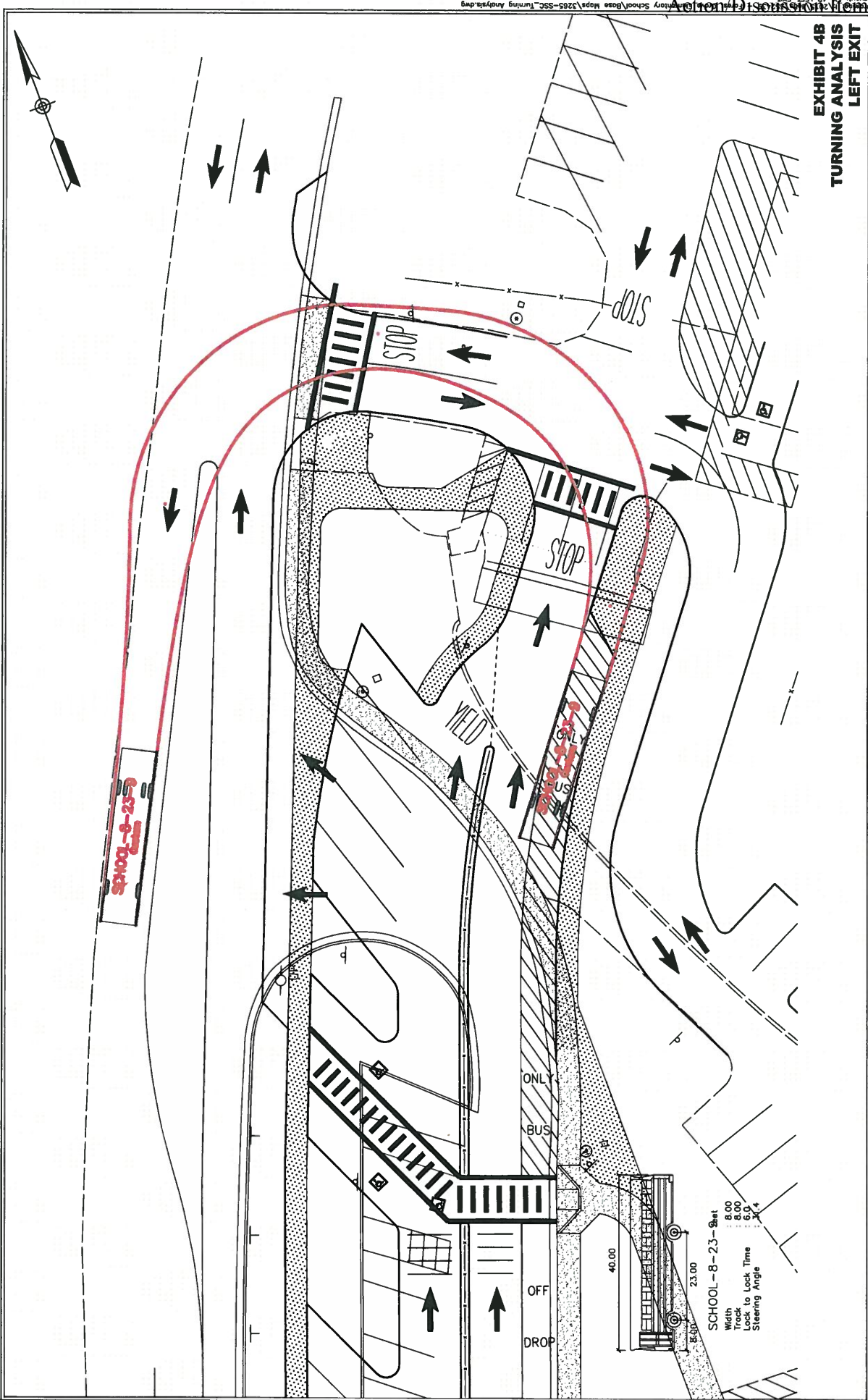
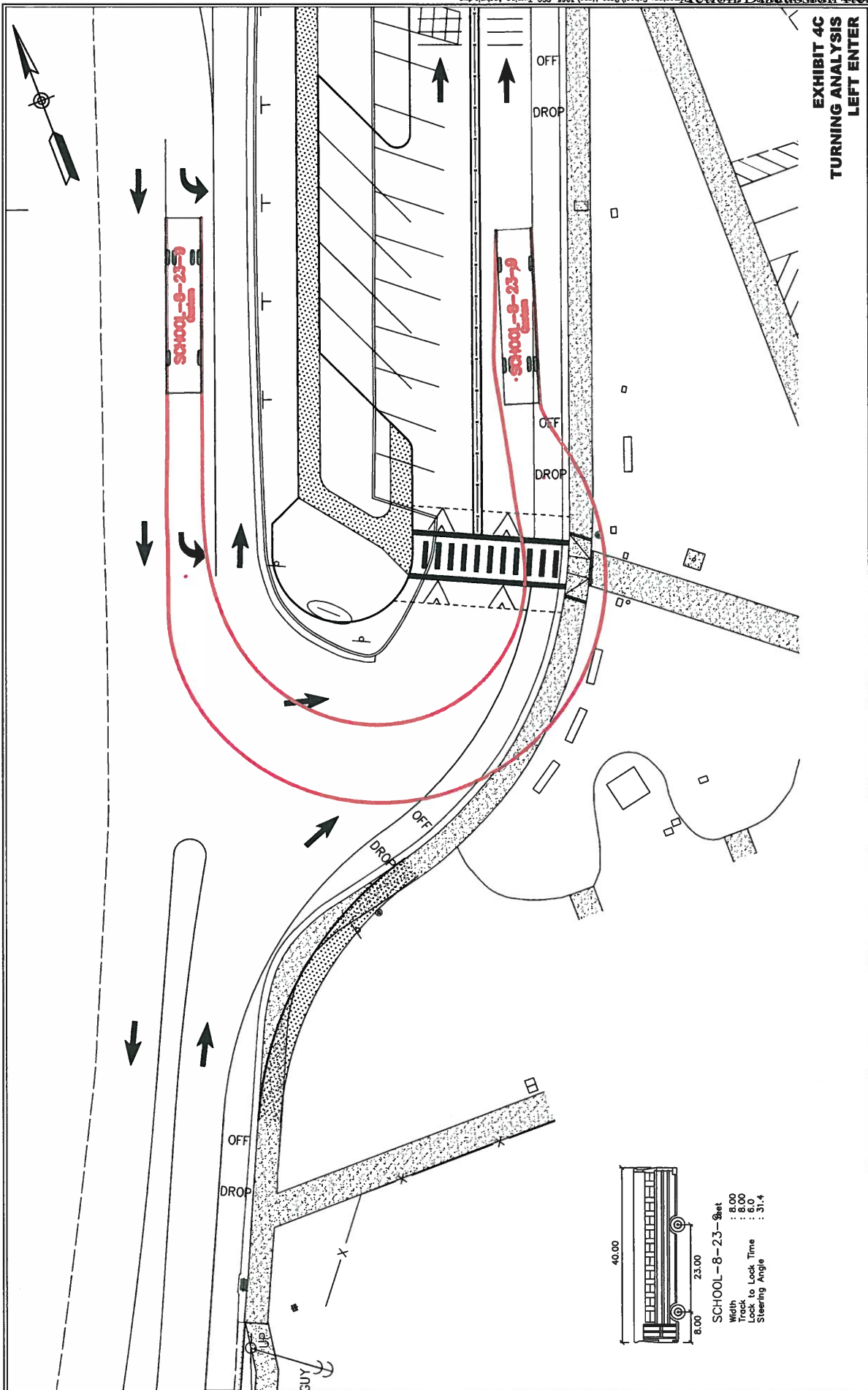
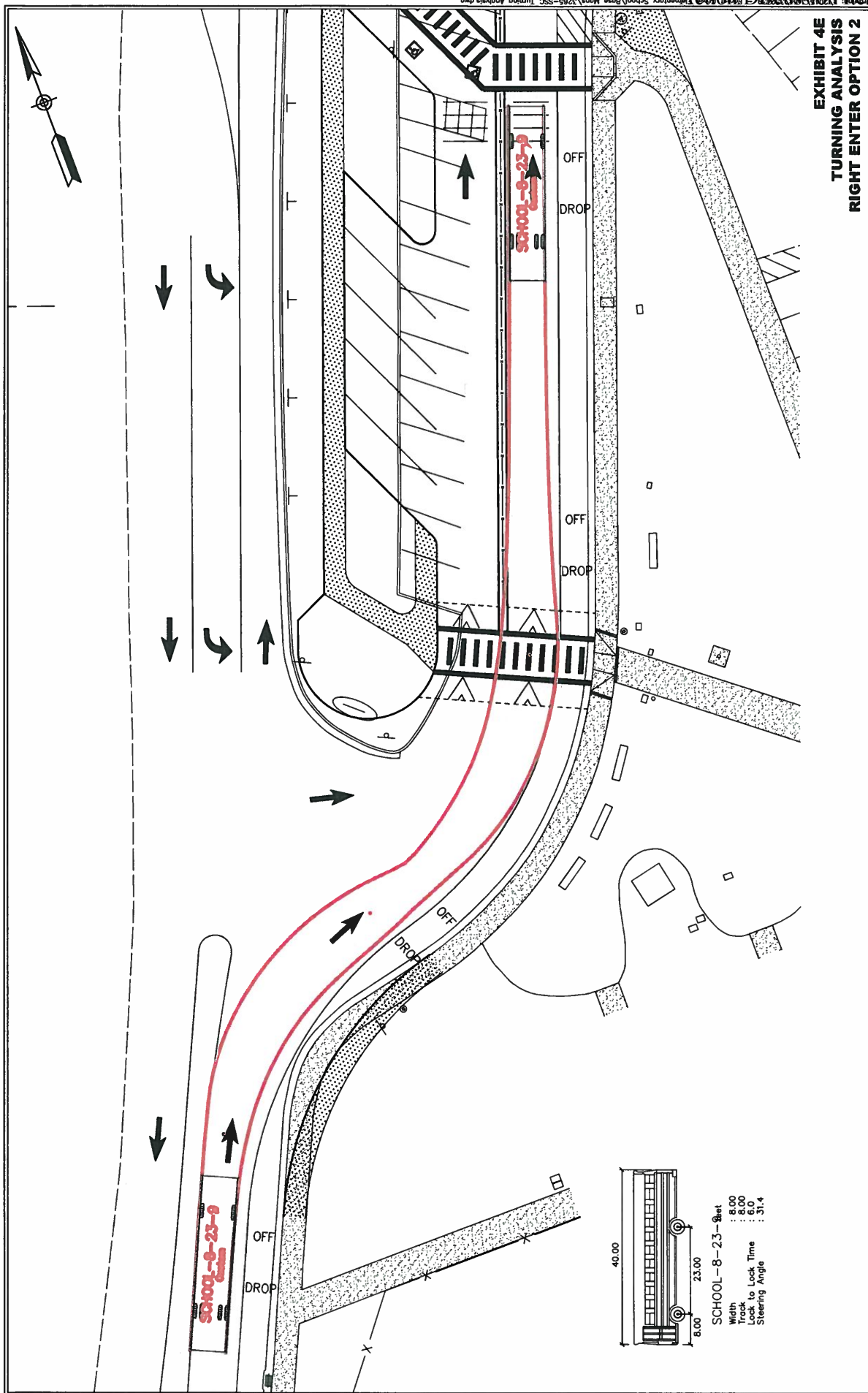


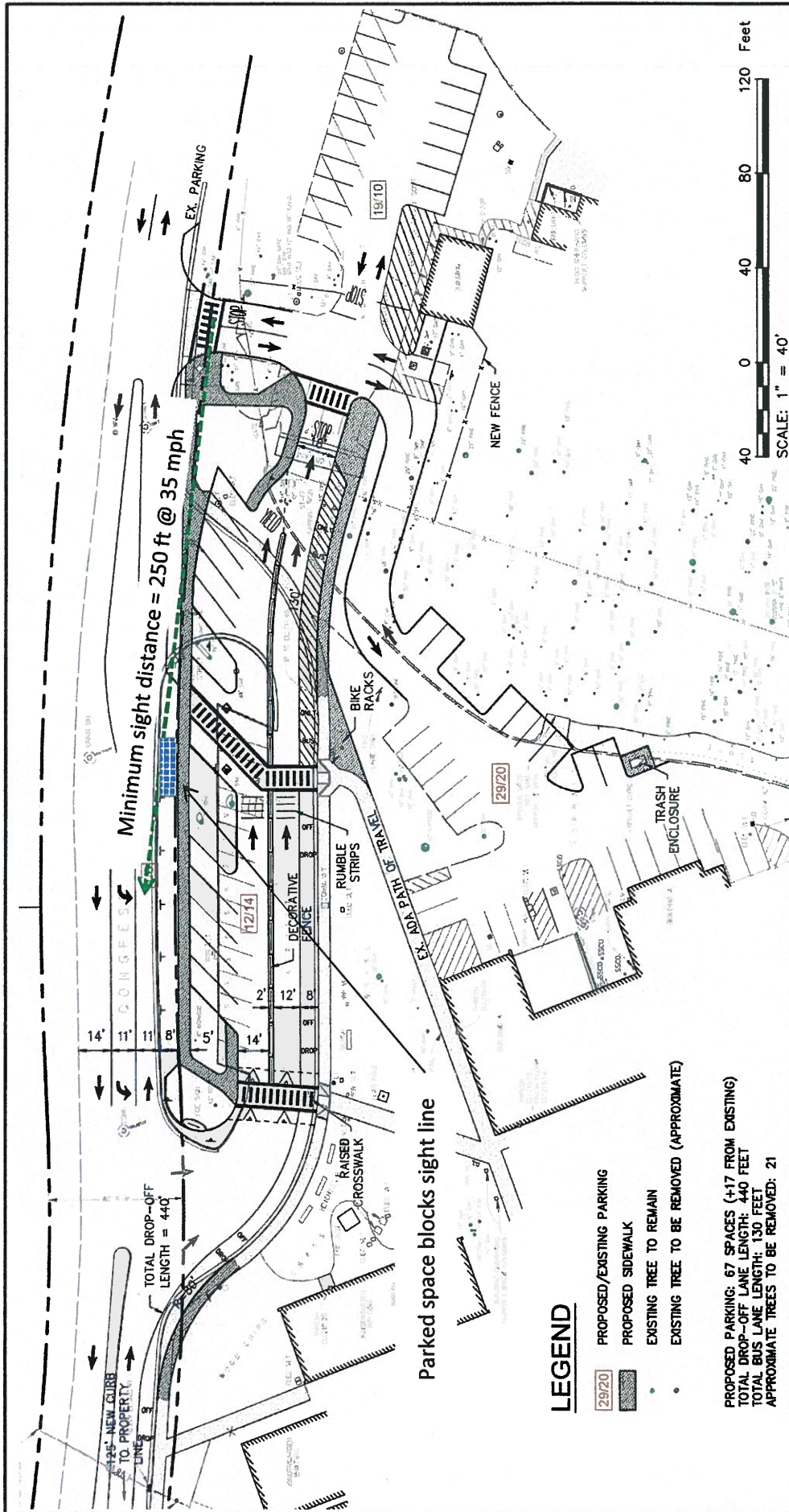
EXHIBIT 4B
TURNING ANALYSIS
LEFT EXIT







Hatch Mott
MacDonald



SCHOOL SITE COUNCIL PREFERRED OPTION
FOREST GROVE ELEMENTARY: CONGRESS ENTRY
 PACIFIC GROVE, CALIFORNIA

Hatch Mott MacDonald

Exhibits1.xls - Ex 5 Sight Distance

EXHIBIT 5
SIGHT DISTANCE ANALYSIS

SUBJECT: Adoption of Resolution #957 – Issuance of a Tax and Revenue Anticipation Note

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve Resolution #957 for participation in the CSBA Cash Reserve Program for the 2015-16 Tax and Revenue Anticipation Note (TRAN).

BACKGROUND:

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

INFORMATION:

For the past 22 years, the District has participated in the California School Boards Association (CSBA) Cash Reserve Program. The program requires the District to issue a Tax and Revenue Anticipation Note. These notes have a one-year maturity length and are purchased by investors interested in municipal bond investments. The District is allowed to draw on the account at any time during the fiscal year as long as the borrowing is paid back by the end of the period.

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

FISCAL IMPACT:

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

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

DISTRICT RESOLUTION #957

NAME OF DISTRICT: PACIFIC GROVE UNIFIED SCHOOL DISTRICT

LOCATED IN: COUNTY OF MONTEREY

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

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2015-2016 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2015-2016 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

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

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2016 ("Fiscal Year 2015-2016") by the issuance of its 2015-2016 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

Year 2015-2016 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

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

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;^{**} and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2015-2016 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2015-2016 which will be received by or will accrue to the District during such fiscal year

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

for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2015-2016 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

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

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

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

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or

policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

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

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

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

WHEREAS, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of Senior Bonds") and, if desirable, a corresponding series of

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

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District’s Series of Notes is assigned; and

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

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

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

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

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

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

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

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

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2015-2016 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2015-2016 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

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

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

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the

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

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

date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

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

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2015-2016 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

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

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2015-2016 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

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

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

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

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

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

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

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

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

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

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

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

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

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

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

District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) two thousand five hundred dollars (\$2,500). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2015 (or the date of adoption of this Resolution if after May 1, 2015) through June 15, 2016 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

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

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

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

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

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

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

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

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

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

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

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

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

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

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

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

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

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

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

Section 6. No Joint Obligation.

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

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

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

applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

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

For Notes issued in calendar 2015 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2015, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2015, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2016 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2016, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2016, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

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

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

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and

other moneys provided for Fiscal Year 2015-2016 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

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

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

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

in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

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

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

delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

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

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

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

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

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

accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

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

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

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

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

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

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

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

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by

it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2015-2016 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

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

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

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase

Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

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

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2015-2016 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2015-2016, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2009-2010 through Fiscal Year 2013-2014, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2014-2015 and 2015-2016, respectively.

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

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

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the

validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

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

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

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

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

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall

pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2015 (the "Fiscal Year 2014-2015") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2014-2015 or Fiscal Year 2015-2016 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2015-2016.

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

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

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-

Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2015-2016 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2015-2016 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

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

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

Section 14. Events of Default and Remedies.

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

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

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

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

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

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

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

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a

receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

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

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

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

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof

or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

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

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

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

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

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

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors,

voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

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

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

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

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

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

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

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

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

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

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

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities

Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

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

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

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

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

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

SUBJECT: Board Calendar/Future Meetings, January- June, Tentative August- December 2015

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves 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 2015/16 ✓ Williams/Valenzuela Uniform Complaint Report ✓ Property Tax Update	Community High School (School Site Visit)
Feb. 5	Regular Board Meeting ✓ 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	District Office
Apr. 16	Regular Board Meeting ✓ Board Priorities for 2015/16 Instructional Program Design ✓ 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 ✓ Year-end Budget Transfers Resolution	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

TENTATIVE Board Meeting Calendar, 2015/16 School Year

Aug. 20	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School dates ✓ Property tax report ✓ 2015-2016 Consolidated Application	District Office
Sept. 3	Regular Board Meeting ✓ Superintendent's Goals ✓ Board Goals – review/revise	Forest Grove (School Site Visit)
Sept. 17	Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1	Robert Down (School Site Visit)
Oct. 1	Regular Board Meeting ✓ Strategic Plan/LCAP Review Begins ✓ Bus Ridership	Middle School (School Site Visit)
Oct. 29	Regular Board Meeting ✓	Adult School (School Site Visit)
Nov. 12	Regular Board Meeting ✓ Intent form due (to serve as Board President or Vice President) ✓ Set date for Annual Organizational meeting	High School (School Site Visit)
Dec. 10	Organizational Meeting ✓ Election of 2015/16 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #2	District Office

SUBJECT: Adult Education Regional Consortium of the Monterey Peninsula

PERSON(S) RESPONSIBLE: Barbara Martinez, Adult Education and Community High School Principal

RECOMMENDATION:

The Administration recommends that the Board review the components of the Comprehensive Regional Plan and discuss updates as it relates to adult education.

BACKGROUND:

In 2016, Assembly Bill 86 established regional Adult Education planning efforts across the state of California. Through the California Community College Chancellors Office and the California Department of Education, regional consortia statewide received \$500 million in planning grants. The regions are defined by Community College District boundaries, and each consortium must have at least one community college and K-12 school district. Pacific Grove Unified School District is a member of the Adult Education Regional Consortium of the Monterey Peninsula, along with Monterey Peninsula Unified School District and Monterey Peninsula College.

INFORMATION:

This effort marks California's continued support for Adult Education programs at K-12 Adult Schools and Community Colleges, and ushers in the beginning of a more collaborative era for Adult Education. Last summer and fall the consortium reviewed current Adult Education offerings and needs throughout the region, ranging from Marina to the southern edge of Monterey County along the coast. Following this review, the planning teams drafted strategies to improve our offerings. Educators and administrators at our member schools are excited to collaborate with local employers and businesses, county agencies, additional providers, the public, and others as we begin implementing our plan to strengthen and expand programming in 2015 and beyond.

FISCAL IMPACT:

None

SUBJECT: Transition Program for Young Adults with Disabilities

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

RECOMMENDATION:

The Administration recommends that the Board review and provide direction to the proposed establishment of a Pacific Grove Unified School District Transition Program for Young Adults with Disabilities.

BACKGROUND:

School Districts are required to provide a Transition Program for students with moderate to severe disabilities from 18-22 years of age. This includes students who earned a Certificate of Completion rather than a Diploma due to the severity of their disability. Presently, PGUSD students who fit the Transition Program criteria are served by MPUSD.

INFORMATION:

- School Year 2014/15 we are funding 5 students to attend the MPUSD Transition Program at a cost of \$445,748.
- Cost does not including lift bus transportation costs to and from Seaside where the MPUSD Transition Program is located.
- PGUSD will continue to have the need to provide a Transition Program for Young Adults with Disabilities.
- School year 2015/16 we project 6-8 students will require placement in a Transition Program. Cost projection for 15/16 MPUSD placements range from \$441,153 for 6 students to \$529,293 for 8 students.

FISCAL IMPACT:

We project considerable cost savings to the district by providing our Young Adults with Disabilities a Transition Program within their local community. Given the need for start-up costs, we project an increase in savings over time.

Proposal-To Establish a PGUSD Young Adult Transition Program for SY 2015/16

Site-Adult School, Meadows Room

Direct Line Supervisor-Director of Student Services

Secondary Supervisor-Adult School Principal

Calendar-PGUSD calendar with 4 weeks of Extended School Year (4 hours a day)

Projected Budget-

Ongoing Costs:	\$309,500
Special Education Teacher (M/S credential)	\$80,000
4 paraprofessionals	\$225,000
Gas card	\$3,000
Groceries	\$1,500
One Time Start-up Costs:	\$52,300
Lift van	\$40,000
3 computers	\$1,500
1 printer	\$300
4 iPads	\$1,500
Furniture	\$5,000
Refrigerator, microwave, toaster oven	\$1,000
Transition assessments & curriculum	\$3,000
Total First Year Costs	\$361,800
Projected cost savings 15/16	\$83,948
Projected annual cost savings over time	\$136,248

Advantages

1. Students are provided Community Based Instruction within their own community which is the intent of a Transition Program
2. Decrease cost of transporting outside of district although students would still require transport within the district
3. Local control of para-professionals; assignment, utilization, use of NPAs such as TUCCI, CCFK
4. Assume additional Speech and OT services within existing service providers-no additional FTE
5. Decrease cost of educating this group of students over time
6. Open up enrollment to Carmel students with a fee for service
7. Students will access classes at PG Adult School which assists in the attainment of the goal to expand services to adults with disabilities

Disadvantages

1. May not be able to get all the students listed to join the program the first year but the earlier we start, the better the chance parents will elect to place their student back in home district

SUBJECT: Special Education Preschool Class

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

RECOMMENDATION:

The Administration recommends that the Board review and provide direction as to the establishment of a special education preschool program.

BACKGROUND:

Students with disabilities that require placement in a special education preschool are currently served in the Gladys Stone Preschool operated by the Monterey County Office of Education.

INFORMATION:

It would be cost effective and best practice to provide a special education preschool operated by the Pacific Grove Unified School District. Establishing a preschool class would provide another preschool option for members of the PGUSD community.

FISCAL IMPACT:

Enrollment in the MCOE preschool varies from year to year depending on the number of children who qualify for placement. The cost of sending 9 students to the MCOE preschool for SY 14/15 is \$443,660 for a half-day program. Projected cost of operating a PGUSD class is estimated to be \$245,000 for a full day program.

SUBJECT: Presentation of the California Healthy Kids Survey 2013-2014

PERSON(S) RESPONSIBLE: Ani Silva, Director of Curriculum and Special Projects

RECOMMENDATION:

Janie Lawrence, Middle School Counselor and Kristin Paris, High School Counselor will be presenting results of the California Healthy Kids Survey along with recommendations.

BACKGROUND:

The State of California mandates 7th, 9th, and 11th grade students to be given the California Healthy Kids Survey every other year. Our district administered the test last November 2013 and again in December 2014. At this time, we do not have the results from the 2014 administration of the California Healthy Kids Survey. Once we do, the information will be presented to the board.

INFORMATION:

This year administration agreed to continue to have the high school and middle school counselor's work together to analyze the results to identify needs and trends as students transition between middle and high school. As a result of this process, several of the middle and high school programs, currently in place, were established in direct response to the survey results.

FISCAL IMPACT:

The California Healthy Kids Survey is paid through the TUPE Grant awarded by the State of California.

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 March 19, 2015 Regular Board Meeting:

- Update on State Testing and Reporting/Smarter Balanced Assessment System (April)
- Update on School Resource Officer (April)
- Update on Maintenance and Transportation (April)
- Review of Extracurricular Activities (May)
- Update on Use of Technology at Sites (Fall 2015)