

**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, April 16, 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. Begin Superintendent's Evaluation
4. Consideration Of Student Discipline (1 Case: Student # 021415) (Education Code Section 48915)

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. Begin Superintendent's Evaluation
4. Consideration Of Student Discipline (1 Case: Student # 021415) (Education Code Section 48915)

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.*

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|---|------|
| A. <u>Minutes of March 19, 2015 Regular Board Meeting</u> | 7 |
| Recommendation: (Ralph Gómez Porras) Approval of minutes as presented. | |
| B. <u>Certificated Assignment Order #12</u> | 12 |
| Recommendation: (Billie Mankey) The administration recommends adoption of Certificated Assignment Order #12. | |
| C. <u>Classified Assignment Order #11</u> | 15 |
| Recommendation: (Billie Mankey) The administration recommends adoption of Classified Assignment Order #11. | |
| D. <u>Out of County or Overnight Activities</u> | 17 |
| Recommendation: (Rick Miller) The Administration recommends that the Board approve or receive the request as presented. | |
| E. <u>Warrant Schedules No. 558</u> | 24 |
| Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval. | |
| F. <u>Revolving Cash Report No. 7</u> | 26 |
| Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board. | |
| G. <u>Cash Receipts Report No. 7</u> | 28 |
| Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts. | |
| H. <u>Acceptance of Donations</u> | 31 |
| Recommendation: (Rick Miller) The District Administration recommends that the Board approve acceptance of the donations. | |
| I. <u>Adoption of Advanced Placement Physics C: Mechanics Textbook</u> | 32 |
| Recommendation: (Rick Miller) The Administration recommends that the Board review and adopt <i>Fundamentals of Physics, Volume One, Tenth Edition</i> by David Halliday and Robert Resnick, with Jearl Walker for Advanced Placement Physics C: Mechanics Textbook. | |

- J. Transition Program for Young Adults with Disabilities 33
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.
- K. Special Education Preschool Class 34
Recommendation: (Clare Davies) The Administration recommends that the Board review and provide direction as to the establishment of a special education preschool program.
- Move: _____ Second: _____ Vote: _____

VII. PUBLIC HEARING AND ACTION/DISCUSSION- ITEM A

- A. Public Hearing for Tentative Agreement with Pacific Grove Teacher's Association (PGTA) 35
Recommendation: (Rick Miller) The Administration recommends that the Board approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teacher's Association (PGTA).
- Open Public Hearing: _____ Close Public Hearing: _____
- A. Approval of Tentative Agreement with Pacific Grove Teacher's Association (PGTA) 41
Recommendation: (Rick Miller) The Administration recommends that the Board approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teacher's Association (PGTA).
- Move: _____ Second: _____ Roll Call Vote: _____
- Sollecito ____ Thibeau ____ Crandell ____ Paff ____ Phillips ____

VIII. ACTION/DISCUSSION

- B. Design of Forest Grove Congress Avenue Entrance 44
Recommendation: (Rick Miller) The District Administration recommends that the Board review and provide direction for the design of the Congress Avenue entrance to Forest Grove Elementary School.
- Move: _____ Second: _____ Vote: _____
- C. Resolution #959 for the Refinancing of General Obligation Bonds- Series A 48
Recommendation: (Rick Miller) The District Administration recommends that the Board review and approve Resolution #959 for the refinancing of existing General Obligation Bonds.
- Move: _____ Second: _____ Roll Call Vote: _____
- Sollecito ____ Thibeau ____ Crandell ____ Paff ____ Phillips ____

- D. Resolution #960 for the Refinancing of General Obligation Bonds- Series B 78
Recommendation: (Rick Miller) The District Administration recommends that the Board review and approve Resolution #960 for the refinancing of existing General Obligation Bonds.

Move: _____ Second: _____ Roll Call Vote: _____

Sollecito ____ Thibeau ____ Crandell ____ Paff ____ Phillips ____

- E. Special Education Teacher (Transition Program) 108
Recommendation: (Billie Mankey) The Administration recommends that the Board review and approved the position and job description for Special Education Transition Teacher.

Move: _____ Second: _____ Vote: _____

- F. Placement of a Continuous Deflection Separation (CDS) Unit and Future Storm Water Storage by the City of Pacific Grove 112
Recommendation: (Matt Kelly) The Administration recommends that the Board review and approve the placement of a CDS Unit and the future placement of Storm Water Storage on the Robert Down Elementary School Field.

Move: _____ Second: _____ Vote: _____

- G. Board Calendar/Future Meetings 113
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: _____

IX. INFORMATION/DISCUSSION

- A. California Assessment of Student Performance and Progress Update 116
Recommendation: (Ani Silva) The Administration recommends the Board review the following information regarding the Smarter Balanced Assessment tests.

Board Direction: _____

- B. School Resource Officer Update 123
Recommendation: (Barbara Martinez) The Administration recommends that the Board review and discuss the duties, responsibilities and planned safe school activities by the School Resource Officer as outlined in the Agreement for Services between the City of Pacific Grove and Pacific Grove Unified School District.

Board Direction: _____

- C. Facilities, Maintenance, and Operations Report Update 135
Recommendation: (Matt Kelly) The Administration recommends that the Board review and provide direction on activities for Facilities, Maintenance and Operations.

Board Direction: _____

- D. Future Agenda Items 136
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.

Review of Extracurricular Activities (May)

Presentation of the California Healthy Kids Survey 2013-2014 (May)

Enrollment Update (May)

Update on Use of Technology at Sites (Fall 2015)

Board Direction: _____

X. ADJOURNMENT

Next regular meeting: May 7, 2015 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Organizational Meeting of March 19, 2015 – District Office

I. OPENED BUSINESS

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

Changes to the agenda include two corrections of the March 5, 2015 minutes: the Pledge of Allegiance was led by John Paff, and the Update on the SRO will include Commander Lakind.

MOTION Crandell/Paff to adopt agenda as amended.

Public comment: none

Motion CARRIED 3 – 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 (2 cases) [Government Code § 54957].
- B. Public comment on Closed Session Topics
None.
- C. Adjourned to Closed Session 6:02 p.m.

III. RECONVENED IN OPEN SESSION 7:03 p.m.

- A. Reported action taken in Closed Session:
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA
The Board received information and gave direction to staff.

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

B. Pledge of Allegiance

Led By: Sean Roach

IV. COMMUNICATIONS

A. Written Communication

All Trustees received a copy of a letter regarding Information/Discussion Item B.

B. Board Member Comments

None.

C. Superintendent Report

Porras updated the Board on the annual Legislative Action Day with ACSA in Sacramento, and acknowledged the fantastic job of Barbara Martinez in representing PGUSD.

D. PGUSD Staff Comments (Non Agenda Items)

Ani Silva provided an update on the most recent and final staff development day with Bonnie McGrath, which was very positive and helps establish a culture of professional learners.

Roach provided an update on the Language Review Team (LRT), which helps maintain focus on the English learners, ensuring the students are successful.

Mary Reidel shared information from the recent Falcon assembly; as well as the visit from a real falconer who came to the school with birds, which was educational and informative. Reidel also provided an update on the scholastic book fair and ice cream social.

Kathy Hunter expressed concerns over the possibility of combining a transitional kindergarten and kindergarten class at each site. Encouraged the Board to keep those classes and age groups separate.

Sean Keller updated the Board on the total amount raised at the bowl-a-thon benefiting Breast Cancer Awareness, \$12,700. Also provided the Board with an update on dress code violations at PGHS.

Martinez provided an update on the recent WASC visit at Community High School. Martinez was confident the school will receive a stellar review.

Buck Roggeman acknowledged the PGTA negotiations team, a team who has been a pleasure to work with. Roggeman also congratulated Sean Roach on the Principal position at PGMS. Roggeman confirmed Roach is a great choice and felt certain the school will be in excellent hands for years to come.

Billie Mankey announced the names of employees who have been recognized by Administrators.

Martinez recognized Charlyce Estes, Brad Woodyard, and Kim Shurtz for work on WASC. Silva recognized Mandi Freitag and Jan Lippert for early morning meeting set up, and always helping without being asked.

Matt Bell recognized Natasha Pignatelli, Isaac Rubin, Lauralee Gaona and Alex Morrison who ran a full day very successful ILT meeting. Bell also recognized Matt Kelly, Tony Molinski, and Stacy Kinney for their conscientious work on water issues at PGHS.

Mary Riedel recognized Irene Valdez for commitment to students and the district, and Custodian Senen Bigio for going above and beyond.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Parent Kilene Brosseau asked that the Board consider extra support for the kindergarteners and emphasized the need for an extra kindergarten class.

VI. CONSENT AGENDA

- A. Minutes of March 5, 2015 Regular Board Meeting
- B. Certificated Assignment Order #11
- C. Classified Assignment Order #10
- D. Out of County or Overnight Activities
- E. Quarterly Report on Williams Uniform Complaints

MOTION Paff/Crandell to approve consent agenda as presented.

Public comment: none

Motion CARRIED 3 – 0

Porras expressed his support for Roggeman and Roach as they transition into their new roles. Porras also acknowledged Lilian Griffiths retirement, noting her wisdom, her excellence in serving our students and her amazing leadership in the District, which will be greatly missed.

VII. ACTION/DISCUSSION

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

Porras presented information to the Board.

MOTION Crandell/Paff to approve Board Policy and Regulation §5141.4. Child Abuse Reporting Procedures for Final Read.

Public comment: none

Motion CARRIED 3 – 0

- B. Refinancing of Existing General Obligation Bonds

Dale Scott presented information to the Board, answered and clarified information for the Board.

**The Board requested that this item be brought back to the April 2015 Board meeting.
No Action Taken.**

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

Mankey presented information to the Board.

MOTION Crandell/Paff to approve Teacher on Special Assignment for Educational Technology, Accountability, Data Analysis & Special Projects.

Public comment: none

Motion CARRIED 3 – 0

D. Design of Forest Grove Congress Avenue Entrance

Keith Higgins with Hatch Mott McDonald presented information to the Board. The Board reviewed plans.

Public Comment:

Matt Bell noted the parking plan, asked that the team buses be considered, the storage container locations, and the close to track safety concerns.

Matt Kelly shared that he did a ride-along with the bus drivers and explained the challenges of dropping off in front of Forest Grove. Encouraged and supported the pick-up and drop-off location at the PGHS parking lot.

Rich noted the goal is a safer entrance area.

**The Board requested that this item be brought back to the April 2015 Board meeting.
No Action Taken.**

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

Miller presented information to the Board.

MOTION Paff/Crandell to adopt Resolution #957- Issuance of a Tax and Revenue Anticipation Note.

Public comment: none

Motion CARRIED by roll call vote 3 – 0

F. Board Calendar/Future Meetings

MOTION Crandell/Paff to approve the Board meeting calendar.

Public comment: none

Motion CARRIED 3 – 0

VIII. INFORMATION/DISCUSSION

A. Adult Education Regional Consortium of the Monterey Peninsula

Martinez and Morgan Matthews presented information to the Board.

B. Transition Program for Young Adults with Disabilities

Clare Davies provided information to the Board, explained the demand for the program including program specifics, benefits, costs. The Board expressed support.

Public Comment:

Kilene Brusseau, Sally Sirocky, Alejandro Gatica, Tammy Modisette, Robert Cabral, Roggeman, Martinez all expressed their support of this program, many sharing personal experiences and need for the program.

The Board requested that this item be brought back to the April 2015 Board meeting.

MOTION Crandell/Paff to extend the meeting no later than 10:15 p.m.
Motion CARRIED 3 – 0

C. Special Education Preschool Class

Davies presented information to the Board.

Public Comment:

Diane Beron, a parent of Gladys Stone student, and Jennifer Ross all spoke in support of this program, encouraged the inclusion piece.

The Board requested that this item be brought back to the April 2015 Board meeting.

D. Presentation of the California Healthy Kids Survey 2013-2014

Due to time, this item will be brought back to the April 2015 Board meeting.

E. Future Agenda Items

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)
 Presentation of the California Healthy Kids Survey 2013-2014 (May)
 Update on Use of Technology at Sites (Fall 2015)

The following items will be brought back to the April 2015 Board meeting:

Refinancing of Existing General Obligation Bonds
 Design of Forest Grove Congress Avenue Entrance
 Transition Program for Young Adults with Disabilities
 Special Education Preschool Class

IX. ADJOURNED

10:10 p.m.
 Approved and submitted:

Dr. Ralph Gómez Porras
 Secretary to the Board

SUBJECT: Certificated Assignment Order #12

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

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #12.

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. 12
April 16, 2015**

REVISED: Page 2 of 3

TEMPORARY ADDITIONAL ASSIGNMENTS:

Sally Richmond, PGHS Math teacher, temporary increase from 0.60 FTE to 0.80 FTE, effective 2015-16 school year (replaces Joey D'Amico's reassignment)

Linda Williams, 2015 Summer School Principal/Teacher, Step 8 on the Summer School Salary Schedule, effective June 1, 2015

2014-15 Forest Grove Elementary School, EL Parent Education Instructor (Title III Funded), temporary, not to exceed 3 hours per week, paid per time sheet at the PGTA hourly instructional rate, effective April 8, 2015 through May 22, 2015 only
Sarah Weber

2014-15 Summer School, temporary teaching positions, paid per hour, per time sheet at the hourly instructional rate, dependent upon sufficient enrollment, effective June 1, 2014 through June 26, 2015

Instructor	Course Title	Total Hours
Becky Ohsiek	Kindergarten	3.75/hrs./day
Shannon McCarty	1 st Grade	3.75hrs./day
Nate Welch	2 nd Grade	3.75 hrs./day
Nate Randall	3 rd Grade	3.75 hrs./day
Katherine Wheeler	4/5 Grades	3.75 hrs./day
Shannon McCarty	PGHS/MS Credit Recovery	3.75 hrs./day
Brad Woodyard	PGHS/MS Credit Recovery	3.75 hrs./day
Danielle Hartnett Katie Kreeger/Michal Knight	Elem Special Ed Primary Elem Special Ed Intermediate	Each, 4.5 hrs./day
Amy Tulley	MS/HS Special Ed	4.5 hrs./day
Laura Rivera	Speech	4.5 hrs./day

2014-15 Community After-School Enrichment Instructors, temporary, hourly positions, paid per time sheet at \$35 per hour, effective the week of January 26, 2015 through March 10, 2015 only and dependent upon sufficient enrollment:

Instructor	Session #3 Course Title	Total Hours
Heleen Zontag-Williams	Yoga for Kids	6
Jacob Ellzey	Guitar 2	6
Jacob Ellzey	Beginning Guitar	4
Christine Revelas	Alta Ca Dancing	6
Lori Rae Anderson	Sewing Arts	6
Stefanie Pechan	Intro to 3D Printing	6
Maria Dawson	Theatre Arts	9
Julie Heilman	Creative Art	9
Julie Heilman	Art 101	4
Sheryll Hahn	Self Portrait Art	4

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 12
April 16, 2015**

Page 3 of 3

2014-15 Community After-School Enrichment Instructors, temporary, hourly positions, paid per time sheet at \$35 per hour, effective the week of April 13 2015 through May 14, 2015 only and dependent upon sufficient enrollment:

Instructor	Session #4 Course Title	Total Hours
Lori Rae Anderson	Sewing Arts	5
Jacob Ellzey	Guitar 2	5
David Peelo	Chess	5
Maria Dawson	Theatre Arts	7.5
Julie Heilman	Art 101	4
Sheryll Hahn	Art & Me	6.5

2014-15 PGHS Integrated Math Curriculum Development, two days per teacher paid per time sheet at the certificated teacher daily substitute rate:
Joey D'Amico, Isaac Rubin, Sally Richmond

2014-15 PGHS Math Intervention Tutor, temporary, not to exceed 1.25 hours per week, paid per time sheet at the PGTA hourly instructional rate, February 3, 2015 through May 22, 2015 only:
Sally Richmond

2014-15 COACHING STIPEND

Dennis Rosen, PGMS Wrestling Coach, 1.0 FTE, effective the 2014-15 Season

VOLUNTARY REDUCTION:

Amanda Mello, PGHS Science Teacher, voluntarily requests to reduce assignment from 1.0 fte to 0.60 fte effective August 4, 2015

RETIREMENT:

Denise Hedlind, District Vocal Music Teacher, retires effective May 30, 2015 after 11 years of successful service with the Pacific Grove Unified School District

Diane May, FGE 4th Grade Teacher retires effective May 30, 2015 after 23 years of successful service with the Pacific Grove Unified School District

Linda Vrijenhoek, PGHS/CHS Special Education Teacher retires effective May 30, 2015 after 12 years of successful service with the Pacific Grove Unified School District

RESIGNATION:

Dessy Murphy, P.E. Teacher, resigns effective May 29, 2015 after 13 years of successful service with the Pacific Grove Unified School District

Jennifer Penrose, RDE 2nd Grade Teacher resigns effective May 29, 2015 after 3 years of successful service with the Pacific Grove Unified School District.

SUBSTITUTES:

Maurisa Alt
Kristen Espino
Heidi VanderVeer

SUBJECT: Classified Assignment Order #11

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

RECOMMENDATION:

The administration recommends adoption of Classified 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 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. 11
April 16, 2015**

SHORT-TERM, TEMPORARY APPOINTMENT:

Ryan Rodewald, FGE, Instructional Assistant (Kindergarten) temporary, 2 hours per day, paid per time sheet, Range 30, Step A, effective April 6, 2015 through May 29, 2015 only

ADDITIONAL DUTIES, SUMMER SCHOOL APPOINTMENT

June 1, 2015-June 26 2015 only:

Employee	Position	Hours/Days	Range	Step
Pamela Nail	Occupational Therapist	4.5 hrs./day/10 days	OT	6
Sue Ellzey	Instructional Assistant	3.25 hrs./day	30	F
Adrienne Taylor	Instructional Assistant	3.25 hrs./day	30	F
Laurie Weddington	Instructional Assistant	3.25 hrs./day	30	F
Sylvia Mah	Instructional Assistant	3.25 hrs./day	30	F
Christine Gruber	Instructional Assistant	3.25 hrs./day	30	D
Bonnie Pieper	Instructional Assistant, SPED	4 hrs./day	31	C
Monique Barr	Instructional Assistant, SPED	4 hrs./day	31	F
Cheri Diehl	Instructional Assistant, SPED	4 hrs./day	31	D
Evelyn Franco	Secretary	4.25 hrs./day	35	F

RETIREE:

Bev Paxton, FGE, Library Media Tech II, retires effective May 30, 2015 after 25.5 successful years of employment with the Pacific Grove Unified School District

Gita Prasad, PGHS, Custodian, retires effective May 30, 2015 after 16.5 successful years of employment with the Pacific Grove Unified School District

SUBSTITUTES:

Ralph Gibbs
Fatou Samuels

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>	
April 10 Robert Down 5 th Grade Livermore, CA	Lawrence Livermore Lab science experiments	Auto	none	n/a	
May 2 Great America Theme Park Santa Clara, CA	PGMS Chorus Choral Festival	Charter	\$1060.50	Student donations	
May 27 Tech Museum San Jose, CA	Forest Grove 5 th Grade museum tour & IMAX movie	Charter	\$3,443	Student donations	

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

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

BOARD APPROVAL IS REQUIRED FOR ALL OUT-OF-STATE OR OVERNIGHT ACTIVITIES.
THE REQUEST MUST BE APPROVED BY THE BOARD PRIOR TO THE EVENT, THEREFORE THE
REQUEST MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO BOARD MEETING
PRIOR TO THE EVENT

Date of Activity 4-10-2015 Day of Activity Friday
 Place of Activity Lawrence Livermore Lab, Livermore, CA
 School RHD Grade Level 5th grade
 School Departure Time 7am AM _____ PM _____
 Pickup Time From Place of Activity _____ AM 1pm PM _____
 Name of Employee Accompanying Students Stephanie Pechan, Kat Uppman
 Number of Adults 15 Number of Students 58
 Class or Club Mrs. Pechan's Class, Mrs. Uppman's Class
 Description of Activity Field Trip
 Education Objective Science: hands-on experience w/ Chemistry
 List All Stops RHD → L.L. Lab → RHD
 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 <u>(Signature)</u> (Teachers Initials)	
2. If using vans, you MUST list who the drivers are. _____	
3. Cost of Activity \$ <u>0</u>	
4. Cost of Transportation \$ <u>0</u>	
Total Cost (Activity + Transportation) \$ <u>0</u>	
5. Fund to be Charged for all activity expenses: () Acct. Code _____ () Students _____ () Other _____	
6. Requested By <u>(Signature)</u> Employee's Signature (Employee accompanying students on activity)	Date _____
7. Recommend Approval <u>(Signature)</u> Principal's Signature	Date <u>3-23-15</u>

Transportation Department/District Office Use Only

Bus(s) () Available () Not Available Date Received _____
 Cost Estimate \$ _____
 Approved By _____ Date _____
 Approved By (Signature) Transportation Supervisor Date 3/26/15
 Assistant Superintendent
 Date of Board Approval _____ Updated 7/24/14

**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 2, 2015 Day of Activity Saturday
Place of Activity Santa Clara, Great America
School Pacific Grove Middle Grade Level 6-8
School Departure Time 8:00 AM PM _____
Pickup Time From Place of Activity 7:00 AM _____ PM PM
Name of Employee Accompanying Students Desma Johnson
Number of Adults 6 Number of Students 57
Class or Club Chorus
Description of Activity Choral Festival
Education Objective To apply all of the choral techniques learned during the year
List All Stops Milpitas High School & Great America and receive feedback, observe other choral performing
Means of Transportation: () 84 Passenger ☒ 72 Passenger () 48 Passenger () 18 Passenger
() Charter () Auto* () Walk ☒ Other** School Bus

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

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

(Teachers Initials)

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

3. Cost of Activity \$ _____

4. Cost of Transportation \$ _____

Total Cost (Activity + Transportation) \$ _____

5. Fund to be Charged for all activity expenses: () Acct. Code 5200-7280
() Students
() Other _____

6. Requested By Desma Johnson Date 3/3/15
Employee's Signature (Employee accompanying students on activity)

7. Recommend Approval Buck Roggeman Date 3/6/15
Principal's Signature

Transportation Department/District Office Use Only

Bus(s) ☒ Available () Not Available

Date Received 3/11/15

Cost Estimate \$ 1060.50

Approved By [Signature] Transportation Supervisor

Date 3/11/15

Approved By [Signature] Assistant Superintendent

Date 3/13/15

Date of Board Approval April 16, 2015

Updated 7/24/14

**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 27, 2015 Day of Activity Wednesday
Place of Activity Tech Museum of San Jose - 201 S. Market St. San Jose
School Forest Grove Grade Level 5 CA 95113
School Departure Time 8:00 am AM _____ PM _____
Pickup Time From Place of Activity 1:30 pm AM _____ PM _____
Name of Employee Accompanying Students Sanchez, Cardinalli, Yant, Gordon
Number of Adults 5 staff + 1 parent Number of Students 80
Class or Club All F.G. Fifth Grade Students
Description of Activity Tech Museum tour and IMAX movie
Education Objective Science exploration
List All Stops Tech Museum, FG
Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
(X) Charter () Auto* () Walk () Other**

West Valley Charter # 7901
*#'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>280.00</u>		
4. Cost of Transportation \$ <u>3,163.00</u>		
Total Cost (Activity + Transportation) \$ <u>3,443.00</u>		
5. Fund to be Charged for all activity expenses:	() Acct. Code	<u>5th grade acct (donations)</u>
	() Students	<u>A/P Sanchez</u>
	() Other	<u>01-0038-0-1110-4300-00-003-</u>
6. Requested By <u>Mary Sanchez</u>	Date <u>3-27-15</u>	<u>7 280 - 0720</u>
Employee's Signature (Employee accompanying students on activity)		
7. Recommend Approval <u>Mary Ruedel</u>	Date <u>3-27-15</u>	
Principal's Signature		

Transportation Department/District Office Use Only

Bus(s) ☒ Available () Not Available

Date Received 4/6/15

Cost Estimate \$ 3,163.00

Approved By [Signature]

Date 4/6/15

Approved By [Signature] Transportation Supervisor

Date _____

Approved By _____ Assistant Superintendent

Date of Board Approval _____
PGUSD Regular Meeting of April 16, 2015

Updated 7/24/14
21

Invoice

West Valley Trailways
 240 Cristich Lane
 Campbell CA 95008
 Phone: (408) 371-1230
 FAX: (408) 371-2716
 Dispatch: (408) 371-1230
 www.westvalleytrailways.com
 mail@westvalleytrailways.com



Customer No: 3287
 Contact: Lisa Stacks
 Phone: 831-846-6643
 FAX:
 E-Mail: lstacks@pgusd.org
 Order Number: 7901
 Order Date: 4/06/2015
 PO Number:
 Group: Forest Grove
 Sales Associate: Lisa Radler

Report produced by software

Pacific Grove Unified School District
 Lisa Stacks
 555 Sinex Avenue
 Pacific Grove CA 93950

Deposit Required:
 Deposit Due on:
 Balance Due on: 4/27/2015

Invoice No.: 52759
 Invoice Date: 4/06/2015
 Terms:

Pickup			Destination			Amount	Misc. Charges	Total
Date	Time	Location	Date	Time	Location			
5/27/2015	8:00AM	Forest Grove Elementary Sch	5/27/2015	9:30AM	Tech Museum of Innovation	\$880.00	\$789.50	\$1,669.50
Spot:	7:45AM	1065 Congress Avenue			201 South Market Street			
		Pacific Grove CA 93950			San Jose CA 95113			
Equipment Type: 56 PAX								
5/27/2015	3:00PM	<----- Return to Pickup	5/27/2015	1:30PM	<----- Depart From Destination			
					One Way Deadhead	\$290.50		
					Fuel Surcharge 15%	\$132.00		
					Environmental Fee	\$15.00		
					Peak Season Rate	\$88.00		
					SPAB Surcharge	\$88.00		
					56 PAX Guarantee	\$176.00		
5/27/2015	8:00AM	Forest Grove Elementary Sch	5/27/2015	9:30AM	Tech Museum of Innovation	\$880.00	\$613.50	\$1,493.50
Spot:	7:45AM	1065 Congress Avenue			201 South Market Street			
		Pacific Grove CA 93950			San Jose CA 95113			
Equipment Type: 47 PAX								
5/27/2015	3:00PM	<----- Return to Pickup	5/27/2015	1:30PM	<----- Depart From Destination			
					One Way Deadhead	\$290.50		
					Fuel Surcharge 15%	\$132.00		
					Environmental Fee	\$15.00		
					Peak Season Rate	\$88.00		
					SPAB Surcharge	\$88.00		
Total Misc. Charges:							\$1,403.00	
Total:							\$3,163.00	
Amount Paid:								
Balance Due:							\$3,163.00	

West Valley Trailways
240 Cristich Lane
Campbell CA 95008
Phone: (408) 371-1230
FAX: (408) 371-2716
Dispatch: (408) 371-1230
www.westvalleytrailways.com
mail@westvalleytrailways.com



Customer No: 3287
Contact: Lisa Stacks
Phone: 831-646-6643
FAX:
E-Mail: lstacks@pgusd.org
Order Number: 7901
Order Date: 4/06/2015
PO Number:
Group: Forest Grove
Sales Associate Lisa Radler

Report produced by drivevnet

Pacific Grove Unified School District
Lisa Stacks
555 Sinex Avenue
Pacific Grove CA 93950

Deposit Required:
Deposit Due on:
Balance Due on: 4/27/2015

Invoice No.: 52759
Invoice Date: 4/06/2015
Terms:

Pickup		
Date	Time	Location

Destination		
Date	Time	Location

Amount	Misc. Charges	Total
--------	---------------	-------

TERMS:

The following terms apply to all reservations and contracts:

Please check this charter order to be certain that all details are correct and in accordance with your instructions. Your confirmation of this order and the terms specified required so that we can assure you of the finest possible service. It is understood and agreed that the performance of the service detailed in this order is subject to state and federal regulations and is contingent upon the carrier's ability to furnish the equipment and furnish the service. Baggage and all other property will be handled only at the passenger's own risk and only in an amount that can conveniently be carried in the charter bus.

The charter order may be subject to additional charges for changes in time, mileage, or other additional services prior to, or subsequent to the performance of the service. Damage to the chartered vehicle caused by the Charter Party will be charged to and paid by the Charter Party. All charges for charter services are payable 30 days in advance unless credit is established with the carrier prior to the payment due date. A refund will be made by the carrier to the Charter Party if notification of cancellation to the carrier is made at least 30 days prior to the departure. If notification of cancellation is made less than 29 days but more than 7 days, then the carrier has the option to retain 50% of the charges in it's sole discretion with the commitment for service serving as consideration therefore. Notification of cancellation 7 days or less prior to the departure will result in the full amount due, and there will be no refund.

Receipt of the deposit, or the full amount due along with a signed copy of the invoice will confirm this order for charter services and assent to the terms hereof. Deposit payments, when required, are not refundable for each bus ordered. Charter Party agrees to pay late charges on amounts past due 30 days or more at the rate 18.5%, compounded annually and further agrees to pay reasonable attorney fee's and costs if collection is required. In the event legal action is necessary to enforce any provision of this invoice legal proceedings may be brought only in a court of competent jurisdiction in the State of California, County of Santa Clara.

WIFI service, when available, is provided as a courtesy. We do not charge for our WIFI service, so there is no value assigned to this service. Our WIFI service is cellular based so we cannot guarantee service without interruption. Should the WIFI service fail due to loss of cellular signal or onboard equipment malfunction, there will be no refunds. Additionally, our WIFI service is not unlimited with regards to data usage. The WIFI should only be utilized for tasks that do not require large amounts of data transfer. Streaming video over our WIFI service, or any other excessive use of data, is not permitted and may cause us to terminate the WIFI service without notice. We reserve the right to terminate WIFI service at any time without refund.

***** DRIVER ACCOMMODATIONS TO INCLUDE PRIVATE BATH, NOT TO EXCEED (1) COMPANY DRIVER PER ROOM *****

CUSTOMER'S SIGNATURE	DATE
----------------------	------

SUBJECT: Warrant Schedule 558

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from February 26, 2015 through March 31, 2015.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 558

Warrants- Payroll

Mar 15

Certificated-	Regular 03/05/15	\$	0
	Regular 03/10/15	\$	36,372.82
	Regular 03/13/15	\$	0
	Regular 03/31/15	\$	1,306,148.73
Total Certificated		\$	<u>1,342,521.55</u>
Other-	Regular 03/05/15	\$	0
	Regular 03/10/15	\$	15,225.00
	Regular 03/13/15	\$	0
	Regular 03/31/15	\$	11,444.53
Total Other		\$	<u>26,669.53</u>
Classified-	Regular 03/05/15	\$	0
	Regular 03/10/15	\$	7,405.53
	Regular 03/13/15	\$	0
	Regular 03/31/15	\$	444,820.35
Total Classified		\$	<u>452,225.88</u>
<u>TOTAL PAYROLL</u>		\$	<u>1,821,416.96</u>

Warrants- AP

Warrants <u>12137896</u> through <u>12137936</u>	(02/26/15)	\$	<u>169,399.19</u>
Warrants <u>12138833</u> through <u>12138858</u>	(03/03/15)	\$	<u>22,410.10</u>
Warrants <u>12139526</u> through <u>12139538</u>	(03/05/15)	\$	<u>16,710.81</u>
Warrants <u>12140123</u> through <u>12140148</u>	(03/10/15)	\$	<u>28,500.72</u>
Warrants <u>12140880</u> through <u>12140910</u>	(03/12/15)	\$	<u>62,318.93</u>
Warrants <u>12141601</u> through <u>12141625</u>	(03/17/15)	\$	<u>32,316.83</u>
Warrants <u>12142435</u> through <u>12142442</u>	(03/19/15)	\$	<u>30,749.08</u>
Warrants <u>12144407</u> through <u>12144454</u>	(03/26/15)	\$	<u>40,837.13</u>
Warrants <u>12145584</u> through <u>12145591</u>	(03/31/15)	\$	<u>9,443.11</u>
<u>TOTAL WARRANTS</u>		\$	<u>2,234,102.86</u>

SUBJECT: Revolving Cash Report No. 7

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period from February 26, 2015 through April 7, 2015.

INFORMATION:

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

**REVOLVING CASH
BOARD REPORT # 7**
February 26, 2015 - April 7, 2015

Date	Num	Name	Account	Amount
Feb 26 - Apr 7, '15				
2/27/2015	4840	Erin Montgomery	BASRP	-180.00
2/28/2015		ANALYSIS CHARGE	FEES	-166.09
3/6/2015	4841	Stephanie Pitruzzello	ROP	-45.00
3/6/2015	4842	Maria Eldridge	TRANSPORTATION	-40.00
3/16/2015		DEPOSIT	none	3,719.82
4/6/2015	4843	Jeane Ess	ADULT EDUCATION	-60.00
4/6/2015	4844	Harry Delizonna	ADULT EDUCATION	-85.00
4/6/2015	4845	Michelle Reiersen	ADULT EDUCATION	-630.00
4/6/2015	4846	Erin Montgomery	CAFETERIA	-6.50
4/6/2015	4847	Clark, Judy	RETIREE INSURANCE	-7.72
4/6/2015	4848	Tiny Toes CPR	custodial	-50.00
Feb 26 - Apr 7, '15				<u>2,449.51</u>

SUBJECT: Cash Receipts Report No. 7

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of February 26, 2015 through April 7, 2015.

INFORMATION:

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

CASH RECEIPTS BOARD REPORT # 7

February 26 2015 - April 7, 2015

Date	Num	Name	Account	Amount
Feb 26 - Apr 7, '15				
3/9/2015	17200	RETIREE INSURANCE	RETIREE INSURANCE	8,603.56
3/9/2015	17201	MBCS/Monterey Bay Charter ...	SPECIAL RESERVE	15,953.11
3/9/2015	17202	PGMS	FIELD TRIP	610.00
3/9/2015	17203	PGMS	FIELD TRIP	980.00
3/9/2015	17204	STATE OF CALIFORNIA	CAFETERIA	1,366.12
3/9/2015	17205	STATE OF CALIFORNIA	CAFETERIA	17,909.69
3/9/2015	17206	STATE OF CALIFORNIA	PRESCHOOL	7,448.00
3/9/2015	17207	BUS PASS	BUS PASS	160.00
3/9/2015	17208	PGMS	TRANSPORTATION	65.00
3/9/2015	17209	ROP	Class Fees	225.00
3/9/2015	17210	Forest Grove Elementary	DONATION	212.00
3/9/2015	17211	PGMS	DONATION	87.16
3/9/2015	17212	FPAC	custodial	250.00
3/10/2015	17213	Santa Cruz COE	MAA	54,427.67
3/10/2015	17214	STATE OF CALIFORNIA	SP ED	1,881.94
3/10/2015	17215	STATE OF CALIFORNIA	SP ED	1,402.04
3/10/2015	17216	Scholastic	REFUND	1,359.73
3/10/2015	17217	PG PRIDE	WALK WITH PRIDE	1,100.00
3/11/2015	17218	ADULT EDUCATION	ADULT EDUCATION	2,137.75
3/11/2015	17219	ADULT EDUCATION	ADULT EDUCATION	5,829.28
3/11/2015	17220	ADULT EDUCATION	ADULT EDUCATION	3,370.00
3/11/2015	17221	ADULT EDUCATION	ADULT EDUCATION	4,782.50
3/11/2015	17222	BASRP-RD	BASRP	7,212.75
3/11/2015	17223	BASRP-RD	BASRP	6,738.70
3/11/2015	17224	BASRP-FG	BASRP	6,305.50
3/11/2015	17225	RETIREE INSURANCE	RETIREE INSURANCE	5,127.78
3/19/2015	17226	BASRP-RD	BASRP	5,207.25
3/19/2015	17227	BASRP-FG	BASRP	6,484.75
3/19/2015	17228	RETIREE INSURANCE	RETIREE INSURANCE	3,702.48
3/19/2015	17229	PGMS	FIELD TRIP	2,455.00
3/19/2015	17230	PGMS	FIELD TRIP	915.00
3/19/2015	17231	PGMS	FIELD TRIP	1,610.00
3/19/2015	17232	MCOE	PRESCHOOL	4,500.00
3/19/2015	17233	PG Pops	custodial	150.00
3/19/2015	17234	CMEA/CCS	custodial	150.00
3/19/2015	17235	Monterey Choir Society	FACILITIES	700.00
3/19/2015	17236	MBCS/Monterey Bay Charter ...	SPECIAL RESERVE	16,707.96
3/19/2015	17237	STATE OF CALIFORNIA	SP ED	22.12
3/19/2015	17238	Calvary High School	SPECIAL RESERVE	500.00
3/19/2015	17239	PGHS	DONATION	497.79
3/19/2015	17240	WORKERSCOMP JPA	WORKERSCOMP	129.01
3/19/2015	17241	VOID	VOID	0.00
3/20/2015	17242	BASRP-FG	BASRP	3,244.25
3/20/2015	17243	BASRP-RD	BASRP	1,670.50
4/2/2015	17244	RETIREE INSURANCE	RETIREE INSURANCE	3,567.28
4/2/2015	17245	PGHS ATHLETICS	PAYROLL	2,690.95
4/2/2015	17246	Verett, Juliet	PGUSD	80.00
4/2/2015	17247	YMCA	custodial	200.00
4/2/2015	17248	OFFICE DEPOT	REBATE	499.74
4/2/2015	17249	Eldridge,, Maria	custodial	70.00
4/2/2015	17250	Tiny Toes CPR	custodial	275.00
4/2/2015	17251	PGMS	DONATION	730.80
4/2/2015	17252	PGMS	SCIENCE CAMP	225.00
4/2/2015	17253	ADULT EDUCATION	ADULT EDUCATION	1,875.00
4/2/2015	17254	ADULT EDUCATION	ADULT EDUCATION	6,019.00
4/7/2015	17255	PGMS	FIELD TRIP	2,755.00
4/7/2015	17256	PGMS	FIELD TRIP	1,285.00
4/7/2015	17257	PGMS	FIELD TRIP	6,758.50
4/7/2015	17258	STATE OF CALIFORNIA	CAFETERIA	1,124.45
4/7/2015	17259	STATE OF CALIFORNIA	CAFETERIA	14,804.22

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Account</u>	<u>Amount</u>
4/7/2015	17260	STATE OF CALIFORNIA	SP ED	2,070.65
4/7/2015	17261	STATE OF CALIFORNIA	SP ED	1,706.91
4/7/2015	17262	STATE OF CALIFORNIA	PRESCHOOL	7,360.00
4/7/2015	17263	PGMS	PAYROLL	2,566.73
4/7/2015	17264	RETIREE INSURANCE	RETIREE INSURANCE	679.39
Feb 26 - Apr 7, '15				<u>261,535.01</u>

SUBJECT: Acceptance of Donations

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

RECOMMENDATION:

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

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

Life Touch Photography

\$212 (undesignated)

Robert H. Down Elementary School

PG Pride

\$850 (additional Walk a Thon Funds)

Pacific Grove Middle School

Target

\$87.16 (undesignated)

Pacific Grove High School

Target

\$267.03 (undesignated)

Wells Fargo

\$230.76 (V. Michael class)

PG Pride

\$250 (additional Walk a Thon Funds)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

Debbie Crandell

\$100 (food service)

Tom Rathjen

office furniture valued \$1,150

Ref: Donations

SUBJECT: Adoption of Advanced Placement Physics C: Mechanics Textbook

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

RECOMMENDATION:

The Administration recommends that the Board review and adopt *Fundamentals of Physics, Volume One, Tenth Edition* by David Halliday and Robert Resnick, with Jearl Walker for Advanced Placement Physics C: Mechanics Textbook.

BACKGROUND:

Currently, the Pacific Grove High School science department offers only one Advance Placement (AP) course: AP Environmental Studies. All other core departments offer at least two AP courses. AP courses give students an advantage in gaining college admissions through increased grade points (an A earns 5 points instead of the usual 4 points) as well as through the increased rigor and potential college credit earned through passing the year-end exam. The PGHS science department offered AP chemistry and AP biology four years ago, but because those courses gave a full year of college credit instead of the usual semester credit given for almost all other AP courses, staff needed to offer additional lab time for students outside of the school day and on weekends. This arrangement became untenable for both students and staff so the courses were discontinued. AP Physics C: Mechanics offers a semester of college credit and therefore does not require class time outside of normal school day while also giving students a second AP course in the science department.

INFORMATION:

The High School will be adding a section of AP Physics in the 2015-2016 school year, focusing on Mechanics. The High School Science Department has completed a textbook selection process, and after reviewing four texts, have selected the text *Fundamentals of Physics, Volume One, Tenth Edition* by David Halliday and Robert Resnick, with Jearl Walker.

The Halliday and Resnick text is a College Board recommended text for this course. The text is widely used in colleges as part of the undergraduate physics courses, and has been well known to science and engineering students for decades as the “gold standard” of freshman-level physics texts. In addition, it is offered as separated volumes, so the students will not have unnecessarily heavy textbooks since they only need Mechanics (Volume One) for the AP course. The textbook is organized in such a way that each new chapter starts with "What is Physics?" which is typically a paragraph or two explaining why and what the students are studying is important. Each new section begins with the learning objectives of that section and the key idea.

The text has a great availability of online and technological resources for students and the teacher. These resources are part of the Wiley Plus program from the publisher (John Wiley & Sons) and include problems linked to learning objectives, video illustrations, online grading with problem-solving tutorials, embedded reading quizzes, animated figures, sample problems, simulations and demonstrations.

In addition, the Calculus teacher at the High School has reviewed the text and agrees that the level is appropriate and commensurate with the level he expects in his class. The Physics & Calculus classes plan to collaborate over the course of the year to ensure that the students are getting the math instruction required for a calculus-based physics course.

FISCAL IMPACT:

\$2507.90 (allocated from PGHS site funds)

SUBJECT: Transition Program for Young Adults with Disabilities

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

RECOMMENDATION:

The Administration recommends that the Board approve the establishment of the Pacific Grove Unified School District Transition Program for Young Adults with Disabilities.

BACKGROUND:

As reviewed by the Board at the last Board meeting on Thursday, March 19, 2015. 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 impact 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.
- School year 2015/16 we project 7 students will require placement in a Transition Program. Cost projection for 15/16 MPUSD placements \$493,649 based on 14/15 rates.
- Cost does not including lift bus transportation costs to and from Seaside where the MPUSD Transition Program is located.
- PGUSD will have an ongoing need to provide a Transition Program for Young Adults with Disabilities.

FISCAL IMPACT:

We project considerable cost savings to the district by providing our young adults with disabilities a Transition Program within their local community. We presently fund 5 students to attend the MPUSD program at a cost of \$445,748. SY 15/16 there are 7 students requiring a Transition Program with the MPUSD projected costs to be \$493,649.

Given the need for first year start-up costs, we project first year costs to be \$363,000 and annual costs over time to be \$310,000. First year cost savings are projected to be \$131,581 and annual savings over time to be \$184,381.

SUBJECT: Special Education Preschool Class

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

RECOMMENDATION:

The Administration recommends that the School Board approve the establishment of a special education preschool program.

BACKGROUND:

As reviewed by the Board at the last Board meeting on Thursday, March 19, 2015. 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: Public Hearing for Tentative Agreement with Pacific Grove Teacher's Association

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teacher's Association (PGTA).

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to Board action. Because this item is cost-neutral, the MCOE has allowed the District to submit their AB 1200 documents following Board action.

INFORMATION:

The Pacific Grove Teacher's Association (PGTA) and the District agree:

- 1) To split the current Health Care Allowance of \$10,361 into two amounts, with \$7,361 to be placed in each cell on the Certificated Salary Schedule, and the remaining \$3,000 to remain as a Health Care Allowance provided by the District. This split is the result of new rules that were implemented by the State Teachers Retirement System (STRS) that no longer allow Health Care Allowances to be included in their calculation of creditable compensation towards retirement.
- 2) To provide a Retirement Incentive that allows Certificated employees who formally announce their retirement on or before May 29, 2015, to maintain the current level of the Health Care Allowance that goes to retirees at \$10,361, maximum. This incentive was offered because once item #1 above goes into effect, the District's contribution towards retiree health benefits would have dropped to \$3,000 for all future retirees.

This proposed agreement has been publicly posted and will be sent to the Monterey County Office of Education for review, pursuant to the requirements of AB 1200.

FISCAL IMPACT:

Item #1 – the financial impact of the Health Care Allowance split is approximately neutral for this fiscal year. There will be a slight increase in the amount the District will pay in payroll taxes due to the additional \$7,361 in salary. This extra cost is reduced by the savings in employer-paid STRS on the \$10,361 since the new regulations went into effect on January 1st.

Item #2 – the financial impact of the Retirement Incentive varies by the number of retirees, their age as of the date of their retirement, and which health care plan they have chosen. The cost is mitigated by the savings in subsequent years that result from hiring a replacement that is placed lower on the Certificated salary schedule than the retiree was.



www.pgusd.org

Public Hearing and Action/Discussion Item A
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue Pacific Grove, CA 93950

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Rick Miller
Assistant Superintendent
Business Services
(831) 646-6509
rmiller@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, April 16, 2015, regarding

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

The hearing will be held during the regular Board meeting, which begins at 7:00 p.m. in the Jessie Bray Board Room of the District Office, located at 435 Hillcrest Avenue in Pacific Grove.

Copies of the Collective Bargaining Agreement will be available for public viewing beginning April 10, 2015 at all PGUSD school sites and PGUSD District Office.

For more information, please contact Rick Miller, Assistant Superintendent for Business Services at 646-6509.

Posted: April 10, 2015



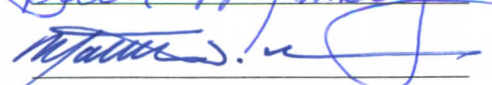
Tentative Agreement Between
Pacific Grove Unified School District
And
Pacific Grove Teachers Association, CTA/NEA

April 9, 2015

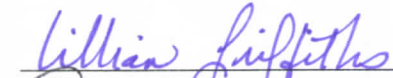

The Pacific Grove Unified School District and the Pacific Grove Teachers Association have reached a tentative agreement as set forth below. Except as stated herein, the terms of the current collective bargaining agreement remain the same.

1. Effective April 2015, each cell of the current teacher salary schedule shall be increased by seven thousand three hundred sixty-one (\$7,361) dollars and the District shall reduce the allowance paid to eligible employees for health benefits by a corresponding amount. A copy of the new salary schedule is attached hereto as Exhibit A. Revisions to Article III "Employee Benefits" shall be as shown in Exhibit B attached hereto.
2. Any teacher who retires this school year and is eligible for retiree health benefits pursuant to Article III. C. 1. a. of the current contract, shall receive the previous allowance for health benefits (\$10,361) rather than the amount of the new allowance specified in this agreement, provided that the retiring teacher submits an irrevocable letter of retirement and resignation on or before May 29, 2015. This allowance shall terminate as provided in Article III. C. 1. of the current contract. Additionally, the allowance shall also terminate if any retiree returns to active employment as a teacher.

District Representatives



Buck Roggerman
Billie Manbeck

Matt

PGTA Representatives



Elaine Seidara
May Schumaker
Kathy Hunter

A. Health Benefits

1. ~~Mandatory~~ Participation

Solely for the purpose of this Article and for no other purpose, Full Time shall be defined to mean an employee who regularly works thirty-seven and one half (37.5) or more hours per week, exclusive of a duty free lunch. All PGTA members working eight-tenths (.8) or more of a Full Time assignment (thirty (30) or more hours per week) must be enrolled in one of the ~~health benefit~~medical plans offered by the District or meet MCSIG eligibility rules for option out. The employee shall select a plan upon eligibility and may thereafter change to a different plan during any period of open enrollment or as otherwise allowed by the terms and conditions of the applicable plans. Employees must be enrolled in a District offered medical plan to participate in the District sponsored dental and visions plans, however, enrollment in District offered dental and vision plans is optional and not mandatory.

2. Allowance

a. In lieu of making any direct employee-only insurance contribution to the benefits provider selected by the employee, the District shall pay to each active certificated (PGTA) employee who works eight-tenths (.8) or more of a Full Time assignment, and is enrolled in District medical, dental and vision plans, an allowance of ~~\$10,361~~13,000.00 beginning the April in 2012/14/1315 pay period, in addition to their other compensation.

b. In lieu of making any direct employee-only insurance contribution to the benefits provider selected by the employee, the District shall pay to each active, part-time certificated (PGTA) employee, working at least four-tenths (.4) but less than eight-tenths (.8) of a Full Time assignment, and is enrolled in District medical, dental and vision plans, an allowance of ~~\$5,180~~1,500.00, in addition to their other compensation. Part time certificated employees working less than four-tenths (.4) of a Full Time assignment shall not be entitled to any allowance for the purchase of health benefits.

3. Dependent Medical Coverage

If an employee enrolls eligible dependents in one of the medical, dental and vision plans offered by the District, ~~than then~~ the District contribution toward dependent medical coverage beginning 2008/09 shall be a total of \$4,274.00 per year. This amount shall be paid by the District directly to the benefits provider selected by the employee.

A. Health Benefits

1. Participation

Solely for the purpose of this Article and for no other purpose, Full Time shall be defined to mean an employee who regularly works thirty-seven and one half (37.5) or more hours per week, exclusive of a duty free lunch. All PGTA members working eight-tenths (.8) or more of a Full Time assignment (thirty (30) or more hours per week) must be enrolled in one of the medical plans offered by the District or meet MCSIG eligibility rules for option out. The employee shall select a plan upon eligibility and may thereafter change to a different plan during any period of open enrollment or as otherwise allowed by the terms and conditions of the applicable plans. Employees must be enrolled in a District offered medical plan to participate in the District sponsored dental and visions plans, however, enrollment in District offered dental and vision plans is optional and not mandatory.

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b. In lieu of making any direct employee-only insurance contribution to the benefits provider selected by the employee, the District shall pay to each active, part-time certificated (PGTA) employee, working at least four-tenths (.4) but less than eight-tenths (.8) of a Full Time assignment, and is enrolled in District medical, dental and vision plans, an allowance of \$1,500.00, in addition to their other compensation. Part time certificated employees working less than four-tenths (.4) of a Full Time assignment shall not be entitled to any allowance for the purchase of health benefits.

3. Dependent Medical Coverage

If an employee enrolls eligible dependents in one of the medical, dental and vision plans offered by the District, then the District contribution toward dependent medical coverage beginning 2008/09 shall be a total of \$4,274.00 per year. This amount shall be paid by the District directly to the benefits provider selected by the employee.

Salary Schedule - Certificated

	BA I		BA+15 II		BA+30 III		BA+45 or MA IV		BA+60/MA+15 V		BA+75/MS+30/DR VI	
1	43,175	50,536	47,528	54,889	50,926	58,287	53,364	60,725	54,845	62,206	55,368	62,729
2	44,225	51,586	48,883	56,244	52,588	59,949	55,334	62,695	57,121	64,482	57,950	65,311
3	45,273	52,634	50,238	57,599	54,251	61,612	57,302	64,663	59,396	66,757	60,532	67,893
4	46,323	53,684	51,594	58,955	55,911	63,272	59,271	66,632	61,671	69,032	63,114	70,475
5	47,371	54,732	52,950	60,311	57,574	64,935	61,240	68,601	63,947	71,308	65,696	73,057
6	48,422	55,783	54,306	61,667	59,236	66,597	63,208	70,569	66,222	73,583	68,277	75,638
7	49,471	56,832	55,662	63,023	60,899	68,260	65,178	72,539	68,497	75,858	70,859	78,220
8	50,520	57,881	57,018	64,379	62,561	69,922	67,147	74,508	70,773	78,134	73,442	80,803
9	50,520	57,881	58,372	65,733	64,223	71,584	69,115	76,476	73,048	80,409	76,023	83,384
10	51,147	58,508	59,000	66,361	67,179	74,540	72,378	79,739	76,385	83,746	79,672	87,033
11							74,396	81,757	78,942	86,303	82,287	89,648
12									81,219	88,580	85,114	92,475
13									83,594	90,955	87,697	95,058
14									83,594	90,955	87,697	95,058
15									83,594	90,955	87,697	95,058
16									83,594	90,955	87,697	95,058
17									86,622	93,983	90,874	98,235
18											90,874	98,235
19											90,874	98,235
20											90,874	98,235
21											90,874	98,235
22											94,050	101,411
23											94,050	101,411
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26											97,341	104,702
27											100,283	107,644

Longevity:

\$600 stipend after year 10, which is included in the salary schedule and subject to COLA

\$750 additional stipend at years 20-24, years 25-29 and year 30 and above. (Not subject to COLA)

Stipends are based on initial salary placement plus accumulated years of satisfactory service thereafter.

Masters-Doctorate Stipend:

\$1,500 stipend for a Masters Degree or Doctorate Degree

Health Care Allowance: \$10,361 (\$3,000 starting April, 2015.)

History:

2003-04 Increase of 2.53% effective 7/1/2003 (3.13% Total Compensation)

2004-05 Increase of 2.41% effective 7/1/2004 (5.31% Total Compensation)

2005-06 Increase of 4.00% effective 7/1/2005 (7.00% Total Compensation)

2006-07 Increase of 5.43% effective 7/1/2006 (6.87% Total Compensation)

2007-08 Increase of 3.42% effective 7/1/2007 (4.00% Total Compensation)

2008-09 Increase of 0.70% effective 7/1/2008 (2.00% Total Compensation)

2009-10 No increase for 7/1/2009

2010-11 Increase In-Lieu up to \$10,361 effective 7/1/2010 (1.40% Total Compensation) 1.10% One-time

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2012-13 Increase of 2.00% effective 7/1/2012 (1 addtl work day=184), and a 2.00% one-time payment.

2013-14 Increase of 2.25% plus share of Prop Tax greater than 5.00%

2014-15 Increase of 2.25% plus share of Prop Tax. In April, 2015, \$7,361 was added to each cell on the salary schedule

SUBJECT: Approval of Tentative Agreement with Pacific Grove Teacher's Association

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teacher's Association (PGTA).

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to Board action. Because this item is cost-neutral, the MCOE has allowed the District to submit their AB 1200 documents following Board action.

INFORMATION:

This proposed agreement was previously reviewed by the Board and public during a Public Hearing. Please refer to that item for more detail.

FISCAL IMPACT:

Please refer to the Public Hearing agenda item for more information.


Tentative Agreement Between
Pacific Grove Unified School District
And
Pacific Grove Teachers Association, CTA/NEA


April 9, 2015

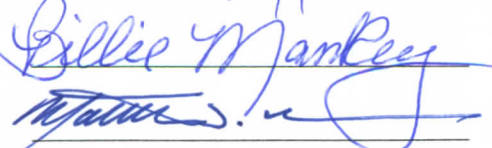
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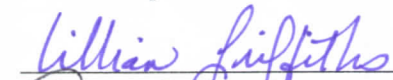
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2014-15 Increase of 2.25% plus share of Prop Tax. In April, 2015, \$7,361 was added to each cell on the salary schedule

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 provide direction for 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 for various options for redesigning the front entrance to Forest Grove Elementary School.

INFORMATION:

Richard Webber of Whitson Engineers, will present three 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.

All three of the options:

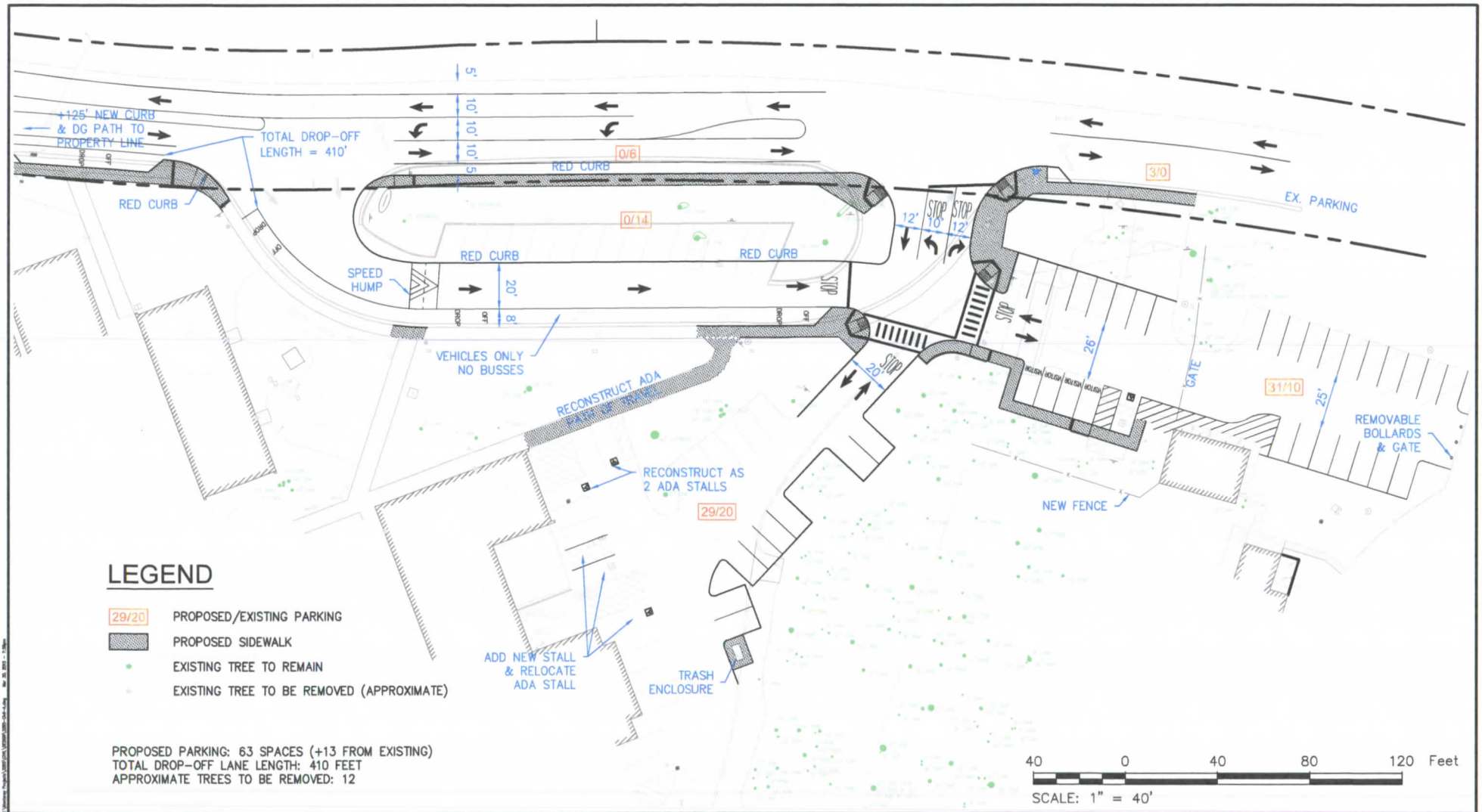
- 1) Assume that bus drop off and pick up will now be done in the upper lot.
- 2) The diagonal parking spaces currently located in the island are eliminated.
- 3) Include additional parking spaces created in the staff parking and the high school stadium lot.
- 4) Include a drop off area on Congress in front of the Kindergarten buildings.

Options:

- 1) Option A eliminates the diagonal parking and establishes the curb on Congress Ave as a red zone. This will require all drop offs to be done in the loop only.
- 2) Option B is similar to Option A, but the design brings the curb on Congress Ave in 8 feet to allow parking on Congress. To increase safety for those children begin dropped off on Congress, a sidewalk and a small fence are included to direct them towards crosswalks on either end of the island.
- 3) Option C eliminates the loop altogether and replaces it with landscaping. The curb on Congress is brought in 8 feet to allow for drop offs on Congress Ave.

FISCAL IMPACT:

A cost estimate will be presented at the Board meeting.



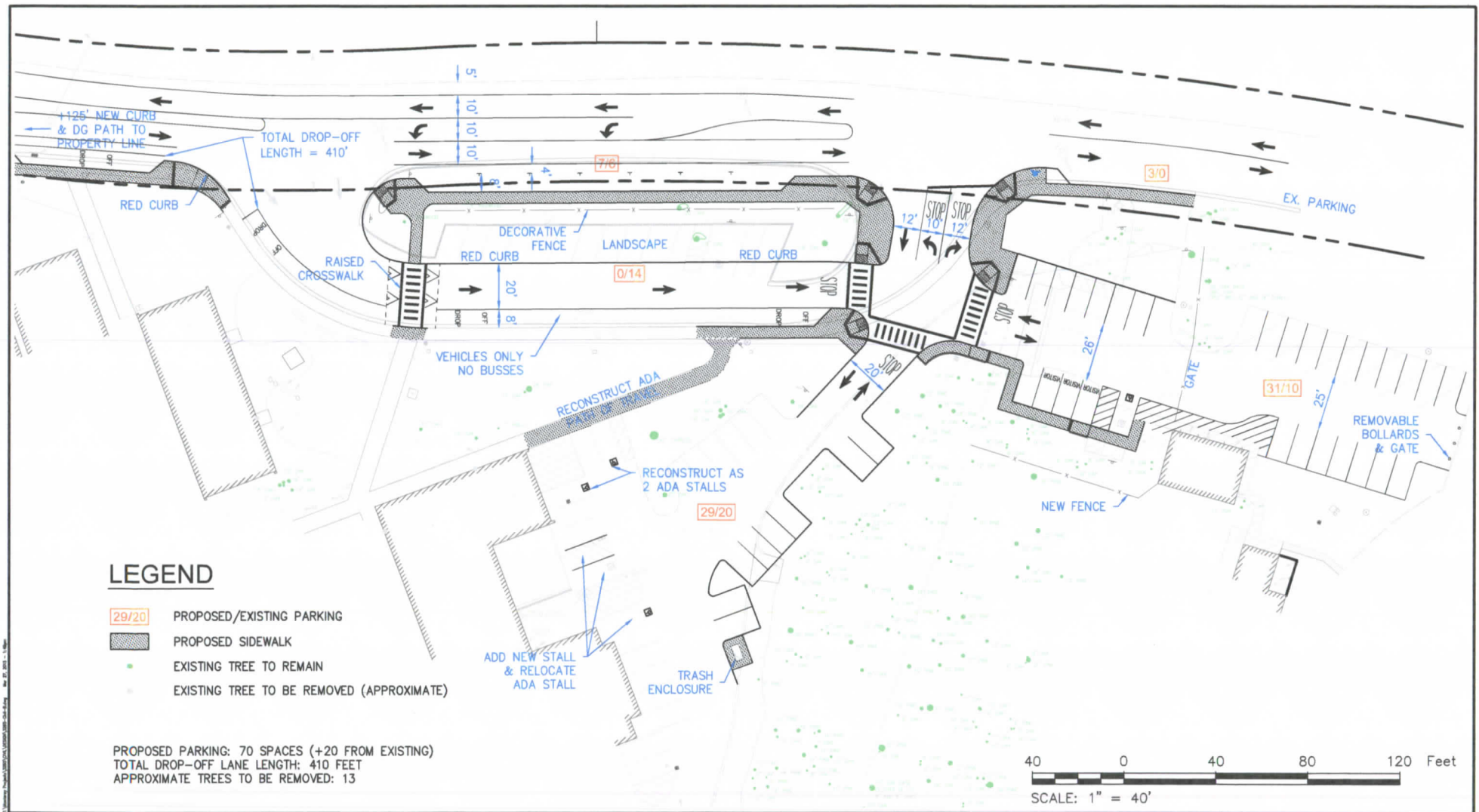
MARCH 2015, OPTION 'A'
FOREST GROVE ELEMENTARY: CONGRESS ENTRY
 PACIFIC GROVE, CALIFORNIA

Whitson Engineers
 9699 Blue Larkspur Lane | Suite 105 | Monterey, CA 93940 | 831 649-6225 | F 831 373-5065
 CIVIL ENGINEERING ■ LAND SURVEYING ■ PROJECT MANAGEMENT | www.whitsonengineers.com
 Project No.: 3265.00



March 30, 2015
 Sheet 1 of 1





MARCH 2015, OPTION 'B'
FOREST GROVE ELEMENTARY: CONGRESS ENTRY
 PACIFIC GROVE, CALIFORNIA

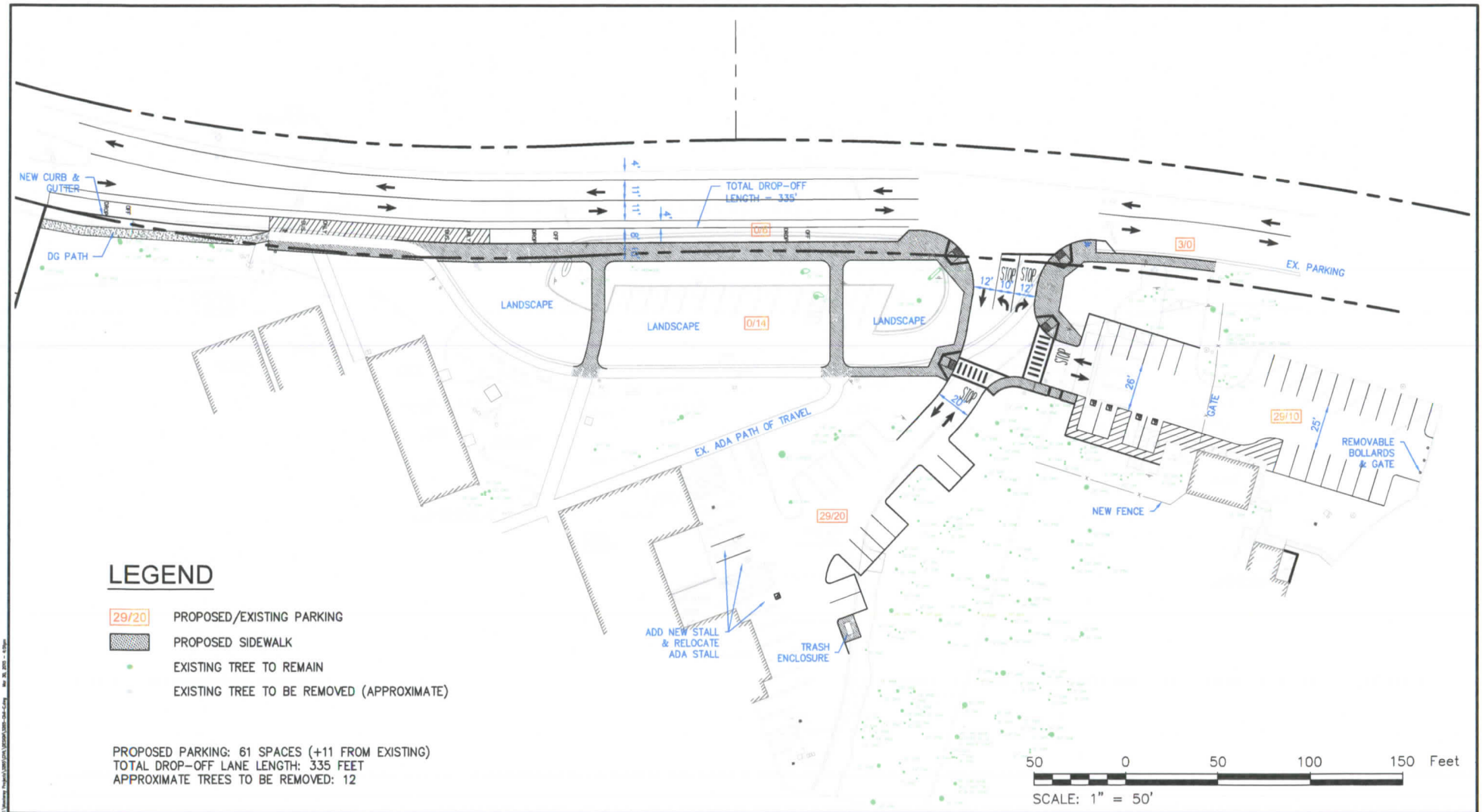
Whitson Engineers
 9699 Blue Larkspur Lane | Suite 105 | Monterey, CA 93940 | 831 649-5225 | F 831 373-5065
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 Project No.: 3265.00



March 27, 2015
 Sheet 1 of 1



1"=40'



MARCH 2015, OPTION 'C'
FOREST GROVE ELEMENTARY: CONGRESS ENTRY
 PACIFIC GROVE, CALIFORNIA

Whitson Engineers
 9699 Blue Larkspur Lane | Suite 105 | Monterey, CA 93940 | 831 649-5225 | F 831 373-5065
 CIVIL ENGINEERING ■ LAND SURVEYING ■ PROJECT MANAGEMENT | www.whitsonengineers.com
 Project No.: 3265.00

WE
 March 30, 2015
 Sheet 1 of 1



SUBJECT: Resolution #959 for the Refinancing of General Obligation Bonds – Series A

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve Resolution #959 for the refinancing of existing General Obligation Bonds.

BACKGROUND:

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

- 1) 2005 Refunding Bonds - \$2,745,000
- 2) 2007 Refunding Bonds – \$3,035,000

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 \$310,500 available. It is possible to apply this savings over the next three years, which will reduce the impact of the Measure D General Obligation Bonds on taxpayers.

FISCAL IMPACT:

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

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

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF 2015 GENERAL
OBLIGATION REFUNDING BONDS SERIES A OF THE DISTRICT IN THE
AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,000,000 TO REFUND
THE DISTRICT'S 2005 GENERAL OBLIGATION REFUNDING BONDS SERIES A
AND 2007 GENERAL OBLIGATION REFUNDING BONDS AND APPROVING
RELATED DOCUMENTS AND ACTIONS**

RESOLUTION NO. 959

WHEREAS, the District caused its Pacific Grove Unified School District (Monterey County, California) 2005 General Obligation Refunding Bonds Series A to be issued on January 11, 2006 in the aggregate original principal amount of \$2,745,000 as (the "Prior 2005 Bonds"); and

WHEREAS, the District caused its Pacific Grove Unified School District (Monterey County, California) 2007 General Obligation Refunding Bonds to be issued on April 10, 2007 in the aggregate original principal amount of \$3,035,000 (the "Prior 2007 Bonds" and together with the Prior 2005 Bonds, the "Prior Bonds"); and

WHEREAS, the District has determined at this time to issue its Pacific Grove Unified School District, 2015 General Obligation Refunding Bonds Series A in the aggregate principal amount of not to exceed \$7,000,000 (the "Refunding Bonds") for the purpose of refunding all or a portion of the Prior Bonds and thereby realizing financial savings to the District and the property taxpayers in the District; and

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

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

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

ARTICLE I

DEFINITIONS; AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Interest Payment Date" means August 1, 2015, and the first (1st) calendar day of each succeeding August and February or as otherwise specified in the Purchase Contract.

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

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

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

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

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

"Prior Bonds" means collectively the Prior 2005 Bonds and the Prior 2007 Bonds or all of part of such bonds.

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

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

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

"Refunding Bonds" means the Pacific Grove Unified School District (Monterey County, California) 2015 General Obligation Refunding Bonds Series A, at any time Outstanding pursuant to this Resolution.

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

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

"Securities Depositories" means The Depository Trust Company and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

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

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

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

"Underwriter" means the original purchaser of the Refunding Bonds.

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

SECTION 1.02. *Interpretation.*

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

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

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

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

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

ARTICLE II

THE REFUNDING BONDS

SECTION 2.01. *Authorization.* Refunding Bonds in an aggregate principal amount not to exceed \$7,000,000 are hereby authorized to be issued by the District under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money for the refunding of all or a portion of the Prior Bonds pursuant to the Escrow Agreement, and to pay certain Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium, if any, on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Pacific Grove Unified School District (Monterey County, California) 2015 General Obligation Refunding Bonds Series A". The exact aggregate principal amount of the Refunding Bonds to be issued hereunder shall be set forth in the Official Statement and the Purchase Contract.

SECTION 2.02. *Terms of Refunding Bonds.*

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

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

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

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

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

Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest

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

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

SECTION 2.03. *Redemption.*

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

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

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

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both

inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

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

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

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

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

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

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

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

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

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

SECTION 2.09. *Book-Entry System.* Except as provided below, the Owner of all of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Agreement, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Agreement shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that

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

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

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

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

ARTICLE III

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

SECTION 3.01. *Sale of Refunding Bonds.* The Board hereby approves the sale of the Refunding Bonds to a Purchaser or Purchasers designated by the Superintendent at an underwriter's discount of not to exceed 0.75%, pursuant to the Purchase Contract, between the District and the Underwriter, in substantially the form on file with the Superintendent, together with any changes therein or additions approved by a District Representative. The Superintendent, or a District Representative are directed to cause the sale of the Refunding Bonds.

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

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

(b) The Paying Agent shall retain the remainder of such amounts in the Proceeds Account, if any, to be applied as set forth in Section 4.01.

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

SECTION 3.04. *Authorization of Official Statement.* The Board hereby authorizes the preparation of a Preliminary Official Statement describing the Refunding Bonds. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes

and additions. Following the sale of the Refunding Bonds, the final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

ARTICLE IV

FUNDS AND ACCOUNTS

SECTION 4.01. *Proceeds Account.* There is hereby created the "2015 General Obligation Refunding Bond Series A Proceeds Account", which shall be held and maintained by the Paying Agent as a separate account, distinct from all other funds of the District, into which shall be deposited the proceeds of sale of the Refunding Bonds pursuant to Section 3.02. Amounts remaining on deposit in the Proceeds Account pursuant to Section 3.02(b), if any, shall be disbursed for the purpose of paying the Costs of Issuance upon the receipt by the Paying Agent of Written Requests of the District. On the date which is six (6) calendar months following the Closing Date, all amounts remaining on deposit in the Proceeds Account, if any, shall be withdrawn therefrom by the Paying Agent and transferred to the County for deposit in the Debt Service Fund.

SECTION 4.02. *Debt Service Fund.* The District hereby directs the Treasurer-Tax Collector of the County to establish, hold and maintain a fund to be known as the "Pacific Grove Unified School District 2015 General Obligation Refunding Bond Series A Debt Service Fund", which shall be maintained by the Treasurer-Tax Collector as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as directed by the District herein, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds in accordance with Section 5.03, shall be deposited in the Debt Service Fund by the Treasurer-Tax Collector promptly upon apportionment of said levy. The Debt Service Fund is hereby irrevocably pledged by the District for the payment of the principal of and interest on the Refunding Bonds when and as the same become due. The moneys in the Debt Service Fund shall be remitted to the Paying Agent to pay the principal of and interest on the Refunding Bonds as the same become due and payable.

If, after payment in full of the Refunding Bonds, any amounts remain on deposit in the Debt Service Fund, such amounts shall be transferred by the Treasurer-Tax Collector to the general fund of the District, upon the Written Request of the District filed with the Treasurer-Tax Collector, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

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

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such

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

ARTICLE V

OTHER COVENANTS OF THE DISTRICT; SECURITY FOR THE REFUNDING BONDS

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

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

SECTION 5.03. *Security for the Refunding Bonds.* The Refunding Bonds are general obligations of the District, payable from the levy of *ad valorem* taxes upon all property within the District subject to taxation by the District, without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium, if any, thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds

are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof pursuant to Section 2.03(b), and the amount pursuant to Education Code Section 15232 to pay the expense of paying the bonds elsewhere than at the office of the Treasurer, which moneys when collected will be placed in the Debt Service Fund.

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

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

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

SECTION 5.06. *Tax Covenants.*

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

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

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

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

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

SECTION 5.07. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

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

ARTICLE VI

THE PAYING AGENT

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

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having (or if a member of a bank holding company system, its parent shall have) a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to

supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

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

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

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

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

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

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

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

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

such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

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

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

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

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

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

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

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

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

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

ARTICLE IX

MISCELLANEOUS

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

SECTION 9.02. *Defeasance.*

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

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

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

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

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

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

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

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

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two (2) years after the principal of all of the Refunding Bonds has become due and

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

PASSED AND ADOPTED this 16th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Education
Pacific Grove Unified School District

ATTEST:

Clerk of the Board of Education
Pacific Grove Unified School District

EXHIBIT A
FORM OF BOND

REGISTERED BOND NO. _____

\$ _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(MONTEREY COUNTY, CALIFORNIA)

2015 GENERAL OBLIGATION REFUNDING BOND SERIES A

INTEREST RATE:
_____ % per annum

MATURITY DATE:

DATED DATE:

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Pacific Grove Unified School District (the "District"), in the County of Monterey (the "County") for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year (the "Interest Payment Dates"), commencing August 1, 2015. This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2015, in which event it shall bear interest from Dated Date stated above. Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially _____.

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

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

This Bond is one of a series of Bonds issued in the aggregate principal amount of \$_____ (the "Bonds") for the purpose of raising money to refund certain outstanding general obligation bonds of the District, and to pay all necessary legal, financial and other costs in connection therewith. The Bonds have been authorized to be issued by the District under and pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and a Resolution of the Board adopted on _____, 2015. The Bonds are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

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

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

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

Redemption Dates

Redemption Premium

_____ 1, 20__ through _____ 31, 20__
 _____ 1, 20__ through _____ 31, 20__
 _____ 1, 20__ and thereafter

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

Sinking Fund Redemption Date	Principal Amount To Be Redeemed
---------------------------------	---------------------------------------

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

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, or if the original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither

failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

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

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

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

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

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

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

PACIFIC GROVE UNIFIED SCHOOL
DISTRICT

By

President
Board of Education

Attest:

Clerk of the
Board of Education

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

_____, Paying Agent

By

Authorized Signatory

(FORM OF ASSIGNMENT)

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

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

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

Dated: _____

Signature Guaranteed:

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

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

SUBJECT: Resolution #960 for the Refinancing of General Obligation Bonds – Series B

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve Resolution #960 for the refinancing of existing General Obligation Bonds.

BACKGROUND:

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

- 1) 2006 Series A - \$6,000,000
- 2) 2006 Series B - \$9,720,000

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 \$839,500 available. It is possible to apply this savings over the next three years, which will reduce the impact of the Measure D General Obligation Bonds on taxpayers.

FISCAL IMPACT:

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

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

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF 2015 GENERAL
OBLIGATION REFUNDING BONDS SERIES B OF THE DISTRICT IN THE
AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$13,000,000 TO REFUND
THE DISTRICT'S GENERAL OBLIGATION BONDS 2006 ELECTION, SERIES A AND
GENERAL OBLIGATION BONDS 2006 ELECTION, SERIES B AND APPROVING
RELATED DOCUMENTS AND ACTIONS**

RESOLUTION NO. 960

WHEREAS, the District caused its Pacific Grove Unified School District (Monterey County, California) General Obligation Bonds 2006 Election, Series A to be issued on April 4, 2007 in the aggregate original principal amount of \$6,000,000 (the "Prior Series A Bonds"); and

WHEREAS, the District caused its Pacific Grove Unified School District (Monterey County, California) General Obligation Bonds 2006 Election, Series B to be issued on March 26, 2008 in the aggregate original principal amount of \$9,720,000 (the "Prior Series B Bonds" and together with the Prior Series A Bonds, the "Prior Bonds"); and

WHEREAS, the District has determined at this time to issue its Pacific Grove Unified School District, 2015 General Obligation Refunding Bonds Series B in the aggregate principal amount of not to exceed \$13,000,000 (the "Refunding Bonds") for the purpose of refunding all or a portion of the Prior Bonds and thereby realizing financial savings to the District and the property taxpayers in the District; and

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

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

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

ARTICLE I

DEFINITIONS; AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Interest Payment Date" means August 1, 2015, and the first (1st) calendar day of each succeeding August and February or as otherwise specified in the Purchase Contract.

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

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

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

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

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

"Prior Bonds" means collectively the Prior Series A Bonds and the Prior Series B Bonds or all of part of such bonds.

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

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

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

"Refunding Bonds" means the Pacific Grove Unified School District (Monterey County, California) 2015 General Obligation Refunding Bonds Series B, at any time Outstanding pursuant to this Resolution.

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

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

"Securities Depositories" means The Depository Trust Company and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

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

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

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

"Underwriter" means the original purchaser of the Refunding Bonds.

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

SECTION 1.02. *Interpretation.*

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

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

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

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

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

ARTICLE II

THE REFUNDING BONDS

SECTION 2.01. *Authorization.* Refunding Bonds in an aggregate principal amount not to exceed \$13,000,000 are hereby authorized to be issued by the District under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money for the refunding of all or a portion of the Prior Bonds pursuant to the Escrow Agreement, and to pay certain Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium, if any, on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Pacific Grove Unified School District (Monterey County, California) 2015 General Obligation Refunding Bonds Series B". The exact aggregate principal amount of the Refunding Bonds to be issued hereunder shall be set forth in the Official Statement and the Purchase Contract.

SECTION 2.02. *Terms of Refunding Bonds.*

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

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

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

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

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

Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest

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

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

SECTION 2.03. *Redemption.*

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

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

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

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both

inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

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

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

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

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

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

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

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

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

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

SECTION 2.09. *Book-Entry System.* Except as provided below, the Owner of all of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Agreement, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Agreement shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that

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

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

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

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

ARTICLE III

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

SECTION 3.01. *Sale of Refunding Bonds.* The Board hereby approves the sale of the Refunding Bonds to a Purchaser designated by the Superintendent at an underwriter's discount of not to exceed 0.75%, pursuant to the Purchase Contract, between the District and the Underwriter, in substantially the form on file with the Superintendent, together with any changes therein or additions approved by a District Representative. The Superintendent, or a District Representative are directed to cause the sale of the Refunding Bonds.

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

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

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

SECTION 3.04. *Approval of Official Statement.* The Board hereby authorizes preparation of a Preliminary Official Statement describing the Refunding Bonds. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. Following the sale of the Refunding Bonds, the final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

ARTICLE IV

FUNDS AND ACCOUNTS

SECTION 4.01. *Proceeds Account.* There is hereby created the "2015 General Obligation Refunding Bond Series B Proceeds Account", which shall be held and maintained by the Paying Agent as a separate account, distinct from all other funds of the District, into which shall be deposited the proceeds of sale of the Refunding Bonds pursuant to Section 3.02. Amounts remaining on deposit in the Proceeds Account pursuant to Section 3.02(b), if any, shall be disbursed for the purpose of paying the Costs of Issuance upon the receipt by the Paying Agent of Written Requests of the District. On the date which is six (6) calendar months following the Closing Date, all amounts remaining on deposit in the Proceeds Account, if any, shall be withdrawn therefrom by the Paying Agent and transferred to the County for deposit in the Debt Service Fund.

SECTION 4.02. *Debt Service Fund.* The District hereby directs the Treasurer-Tax Collector of the County to establish, hold and maintain a fund to be known as the "Pacific Grove Unified School District 2015 General Obligation Refunding Bond Series B Debt Service Fund", which shall be maintained by the Treasurer-Tax Collector as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as directed by the District herein, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds in accordance with Section 5.03, shall be deposited in the Debt Service Fund by the Treasurer-Tax Collector promptly upon apportionment of said levy. The Debt Service Fund is hereby irrevocably pledged by the District for the payment of the principal of and interest on the Refunding Bonds when and as the same become due. The moneys in the Debt Service Fund shall be remitted to the Paying Agent to pay the principal of and interest on the Refunding Bonds as the same become due and payable.

If, after payment in full of the Refunding Bonds, any amounts remain on deposit in the Debt Service Fund, such amounts shall be transferred by the Treasurer-Tax Collector to the general fund of the District, upon the Written Request of the District filed with the Treasurer-Tax Collector, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

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

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this

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

ARTICLE V

OTHER COVENANTS OF THE DISTRICT; SECURITY FOR THE REFUNDING BONDS

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

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

SECTION 5.03. *Security for the Refunding Bonds.* The Refunding Bonds are general obligations of the District, payable from the levy of *ad valorem* taxes upon all property within the District subject to taxation by the District, without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium, if any, thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking

fund redemption thereof pursuant to Section 2.03(b), and the amount pursuant to Education Code Section 15232 to pay the expense of paying the bonds elsewhere than at the office of the Treasurer, which moneys when collected will be placed in the Debt Service Fund.

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

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

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

SECTION 5.06. *Tax Covenants.*

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

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

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

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

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding

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

SECTION 5.07. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

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

ARTICLE VI

THE PAYING AGENT

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

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

or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

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

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

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

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

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

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

ARTICLE IX

MISCELLANEOUS

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

SECTION 9.02. *Defeasance.*

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

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

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

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the

redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

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

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

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

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

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two (2) years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two (2) years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and

payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

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

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

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

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

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

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

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

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

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

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

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

* * * * *

PASSED AND ADOPTED this 16th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Education
Pacific Grove Unified School District

ATTEST:

Clerk of the Board of Education
Pacific Grove Unified School District

EXHIBIT A
FORM OF BOND

REGISTERED BOND NO. _____

\$ _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(MONTEREY COUNTY, CALIFORNIA)

2015 GENERAL OBLIGATION REFUNDING BOND SERIES B

INTEREST RATE:
_____ % per annum

MATURITY DATE:

DATED DATE:

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Pacific Grove Unified School District (the "District"), in the County of Monterey (the "County") for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year (the "Interest Payment Dates"), commencing August 1, 2015. This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2015, in which event it shall bear interest from Dated Date stated above. Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially _____.

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

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

This Bond is one of a series of Bonds issued in the aggregate principal amount of \$_____ (the "Bonds") for the purpose of raising money to refund certain outstanding general obligation bonds of the District, and to pay all necessary legal, financial and other costs in connection therewith. The Bonds have been authorized to be issued by the District under and pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and a Resolution of the Board adopted on _____, 2015. The Bonds are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

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

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

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

Redemption Dates

Redemption Premium

_____ 1, 20__ through _____ 31, 20__
 _____ 1, 20__ through _____ 31, 20__
 _____ 1, 20__ and thereafter

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

Sinking Fund
Redemption Date

Principal
 Amount To Be
Redeemed

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

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, or if the original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither

failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

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

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

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

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

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

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

PACIFIC GROVE UNIFIED SCHOOL
DISTRICT

By

President
Board of Education

Attest:

Clerk of the
Board of Education

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

_____, Paying Agent

By

Authorized Signatory

(FORM OF ASSIGNMENT)

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

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

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

Dated: _____

Signature Guaranteed:

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

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

SUBJECT: Special Education Transition Teacher Job Description

PERSON RESPONSIBLE: Billie Mankey, Director II, Human Resources

RECOMMENDATION:

The Administration recommends that the Board review and approved the position and job description for Special Education Transition Teacher.

BACKGROUND:

The Board has approved the creation and implementation of a Transition Program for Special Education students ages 18-22.

INFORMATION/DESCRIPTION:

This is a new job description for a teaching position that will facilitate the transition of special needs students to the community. This teacher will provide instruction, life skills, travel training, recreation, and volunteer job placement facilitation.

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:

This position, although new to the District, is expected to be cost neutral by replacing outside services with District program services.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: SPECIAL EDUCATION TRANSITION TEACHER

DEFINITION: Under the supervision of the Director of Student Services, and in coordination with the site Principal, facilitates the transition of special needs students to the community. Will provide instruction, life skills, travel training, recreation, and volunteer job placement facilitation.

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

- Interpret and implement the student's Individualized Educational Program (IEP)
- Attend and participate in team and transitional IEP meetings for high school seniors moving into the Transition Program
- Monitor adherence to federal laws
- Maintain accurate and complete student records, and prepare reports on students and activities as required by laws, district policies, and administrative regulations
- Make contact and create partnerships within the school and community for the purpose of developing life skills, job shadowing and job sampling opportunities for special needs students
- In coordination with the Director of Student Services facilitate referrals to other agencies and write cooperative agreements
- Coordinate and lead interagency transition meetings
- Develop and implement transition curriculum
- Instruct students in self-advocacy, self-awareness, career awareness, goal setting, independence and related skills such as hygiene, safety, and food preparation
- Instruct and monitor students in the use and care of equipment and materials to prevent injuries and damage
- Develop and implement learning modules which facilitate the generalization of transitional goals
- Develop and implement activities of daily living skills
- Implement developmentally appropriate transitional goals and weekly activity schedules for students and staff
- Provide weekly activity schedules to the Director of Student Services and the site Principal
- Assist administration and staff with all aspects of transitional planning
- Promote understanding of laws, eligibility requirements, availability of services
- Assist students and families in understanding the system and accessing services including transition to Adult Services
- Establish and enforce rules for behavior and policies and procedures to maintain order and safety among students
- Work with the Director of Student Services in the identification, design, dissemination, implementation, and evaluation of promising/best practices and models in the defined subject matter instruction to enhance student learning and professional development
- Develop tools and resources that support quality instruction in the defined subject matter and facilitate analysis of student achievement data to modify instruction
- Research, interpret, analyze, report, and utilize data and evaluating process and resources
- Utilize multi-media to integrate technology into the classroom and Lesson Study processes
- Provide leadership and direction to a team of para-professionals supporting transition students' needs
- Develop and carry student emergency cards at all times when in the community
- Collaborate with the Director of Student Services in the evaluation of para-professional staff
- Inform the Director of Student Services and site Principal of any safety concerns and when job related emergencies arise in the community

POSITION TITLE: SPECIAL EDUCATION TRANSITION TEACHER

- Lead the para-professional/s in tending to the basic needs of students including toileting, diapering and feeding when needed by individual students
- Perform other 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 Principal and/or Director of Student Services
- Participate in 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
- Perform other program-related duties as may be assigned by the District or school site administrator and/or designee

QUALIFICATIONS:**Knowledge of:**

- District, state, and national standards, curriculum, and assessments
- Research based instructional techniques for implementation of the district's curriculum
- Intellectual, emotional and social development of students
- Educational technology applications
- Data analysis to plan instruction
- District policies and procedures that govern program and curriculum
- Technology and computer software applications relative to instruction
- Previous experience working effectively with culturally and linguistically diverse groups
- District goals as outlined in Local Education Agency Plan
- Current 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
- Use data and assessment to plan and implement instruction
- Understand and carry out complex oral and written directions
- Provide a positive school climate
- 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
- 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
- Maintain confidentiality
- Design effective lessons and interventions to support student needs
- Facilitate meetings and attend professional development
- Communicate effectively in the English language both orally and in writing
- Meet schedules and timelines

POSITION TITLE: SPECIAL EDUCATION TRANSITION TEACHER

- Work independently with appropriate direction
- Analyze situations accurately and adopt an effective course of action as they pertain to working with students, staff, parents and the community
- Use technology and computer software applications as appropriate to the work environment
- Use tact, patience and courtesy when dealing with people
- Understand and be sensitive to those of culturally and linguistically diverse backgrounds
- Model norms of behavior that reflect high expectations for colleagues and students
- Drive a passenger van and maintain a good driving record
- Travel to various location within the tri-county area

EDUCATION AND EXPERIENCE:

- Bachelor's degree from an accredited college or university
- Verifiable professional teaching experience in the defined subject area
- Outstanding and/or highly satisfactory evaluations
- Strong subject matter content knowledge and ability to apply it to teaching and learning
- State approved training in core curriculum

LICENSE OR CERTIFICATE:

- Valid California Educational Specialist – Moderate/Severe teaching credential authorizing service in the area of responsibility
- CLAD/BCLAD certification
- Autism Spectrum Disorder authorization
- Possession of a valid California Driver 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

WORKING CONDITIONS:

Indoor/outdoor; in elements of weather, as well as 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 procedure.

Adopted by the Board of Education:

SUBJECT: Placement of a Continuous Deflection Separation (CDS) Unit and Future Storm Water Storage by the City of Pacific Grove

PERSON RESPONSIBLE: Matt Kelly, Director Facilities & Transportation

RECOMMENDATION:

The Administration recommends that the Board review and approve the placement of a CDS Unit and the future placement of Storm Water Storage on the Robert Down Elementary School Field.

BACKGROUND/INFORMATION:

The City of Pacific Grove is conceptually designing a Storm and Sewer Rehabilitation Project. This project consists of rehabilitation of existing storm drain and sewer lines within the City's streets without expanding the existing system. It is a remove and replace project. The project will include a Continuous Deflection Separation Unit (CDS) that will be placed under the far South East Corner of the athletic field located at Robert Down Elementary School. This is adjacent to Junipero and 14th Street by the City's Community Center. The purpose of the CDS unit is to collect debris in the storm drain system prior to entering the main trunk lines; that flows into Monterey Bay via the Greenwood Park watershed. In the future, the CDS would collect debris prior to entering a Storm Water Storage System that will be located under the athletic fields. The City would store the water for reuse within the School District's and City's landscaped areas. This is a future project that has yet to be designed, but has been discussed as a conceptually.

FISCAL IMPACT:

Possibly lower water rates.

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

REVISED

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 ✓ Public hearing on budget ✓ Year-end Budget Transfers Resolution	District Office
June 4	Regular Board Meeting ✓ Adopt budget for 2015/16 ✓ Recommend approval of LCAP ✓ 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

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: California Assessment of Student Performance and Progress Update

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

RECOMMENDATION:

The Administration recommends the Board review the following information regarding the Smarter Balanced Assessment tests.

BACKGROUND:

In the 2013-2014 school year, students in California took the field test for Smarter Balanced Assessments in both English Language Arts and Mathematics. In the spring of 2015, students will take the Smarter Balanced Assessments replacing the former paper-based, multiple-choice assessments for students in grades three through eight and grade eleven. This will be the first statewide administration of these assessments where baseline scores will be calculated.

INFORMATION:

- Students will take a computer adaptive test (CAT) in both English Language Arts and Mathematics in addition to a performance task in both subject areas. The total time estimated to take these assessments is approximately 8 hours per student.
- Students in grades five, eight, and ten will also take the paper-based test in Science. It is expected to be the last year for this test. A new assessment will replace the science test that is aligned to the Next Generation Science Standards.
- Parents have been notified regarding the testing windows for each site. In this notification, parents are given access to the practice tests available online.
- Smarter Balanced Summative tests provide one measure of student knowledge of the subject matter, critical thinking, analytical writing, and problem solving skills needed to be ready for college or careers.
- Interim assessments are also available to assess student learning at key points throughout the school year providing actionable information about student strengths and areas where students need additional support enabling teachers to differentiate learning in response to results.
- The new tests are fundamentally different from the old exams to make any reliable comparisons between old scores and new. This year's results will establish a new baseline for the progress students will be expected to make over time.
- Student score reports will show if a student has not met the standard, nearly met the standard, met the standard or exceeded the standard. This is dramatically different than the previous categories of advanced, proficient, basic, below basic and far below basic. Student reports will also identify performance in the following categories for English Language Arts: Reading, Writing, Listening, and Research/Inquiry. In math, the following categories are: Problem Solving & Modeling/Data Analysis, Concepts & Procedures, and Communicating Reasoning. The categories for student reports are consistent from elementary to high school. Results will include if students are Above Standard, At or Near Standard, or Below Standard.
- The Academic Performance Index (API) has been suspended beginning 2013-2014 through 2015-2016. A new state accountability report is expected to be released in the fall. The new state report is expected to be aligned with the goals set forth in the Local Control Accountability Plan (LCAP) for each district.

FISCAL IMPACT:

None



STUDENT SCORE REPORT

Using Assessments to Help Students Learn

LOCAL ID #: 9999999999

STUDENT #: 9999999999

GRADE: 4

DATE OF BIRTH: 04/01/2005

TEST DATE: Spring 2015



FOR THE PARENT/GUARDIAN OF:
EMILY JOHNSON
1234 MAIN STREET
YOUR CITY, CA 12345

SCHOOL: California Elementary School

LEA: California Unified

Dear Parent/Guardian of Emily Johnson:

The 2015 California Assessment of Student Performance and Progress (CAASPP) included new tests in English language arts/literacy and mathematics. These new, online assessments replaced former tests in these subject areas to provide better information and help students learn.

New assessments are part of California's comprehensive plan for high-quality teaching and learning, which includes more challenging academic standards in English language arts/literacy and mathematics. This report shows Emily's achievement on assessments based on California's new rigorous college and career readiness academic standards. The scores should not be compared to results from the Standardized Testing and Reporting (STAR) program tests in these subject areas, as the CAASPP tests assess more challenging standards.

For a complete picture of your child's progress, I encourage you to discuss these results with Emily's teacher(s).

Sincerely,

Tom Torlakson

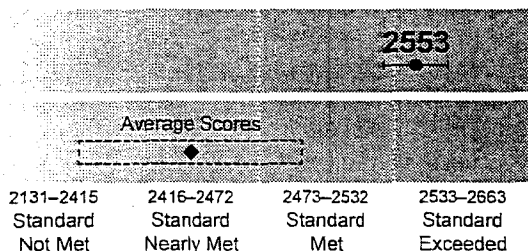
Tom Torlakson,
State Superintendent of Public Instruction



Emily's Results on California's Assessments

ENGLISH LANGUAGE ARTS/LITERACY

Emily's overall score is: **2553**



YOUR OVERALL SCORE

Average Scores
from Last Year

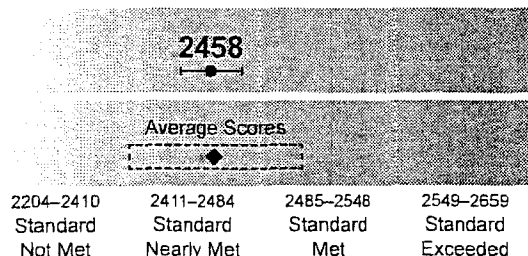
Emily exceeded the achievement standard and demonstrated advanced progress toward mastery of the knowledge and skills in English language arts/literacy needed for success in future coursework.

Students from several states took a trial version of this test in spring 2014. Emily's score from spring 2015 is above the average score of grade 4 students in last year's trial test.

Emily's performance on the four areas that comprise this score can be seen on the back of this report.

MATHEMATICS

Emily's overall score is: **2458**



YOUR OVERALL SCORE

Average Scores
from Last Year

Emily nearly met the achievement standard and may require further development to demonstrate the knowledge and skills in mathematics needed for success in future coursework.

Students from several states took a trial version of this test in spring 2014. Emily's score from spring 2015 is just below the average score of grade 4 students in last year's trial test.

Emily's performance on the three areas that comprise this score can be seen on the back of this report.



The bar around a score indicates the extent to which the score might have been different had the test been taken again.



The box with the diamond shows the middle range (all except the highest 25 percent and the lowest 25 percent) of scores of students who took the trial version of the test in spring 2014. The diamond at the center of the bar represents last year's average score. This information is included so you can see how Emily's score compares to this group of 4th-grade students from several states. To learn more about these tests, visit <http://www.SmarterBalanced.org>.

More information about Emily's scores can be found on the back of this report.

Find complete results for schools, local education agencies (LEAs), and statewide at <http://www.cde.ca.gov/ta/tg/ca/> and your School Accountability Report Card (SARC) on the CDE SARC Web page at <http://www.cde.ca.gov/ta/tg/sa/> or ask for a copy of the SARC at your child's school.

Your⁴ Guide to Emily's California Assessment of Student Performance and Progress (CAASPP) Score Report

California Department of Education (CDE)

A New Kind of Test for Emily; a New Kind of Report for You

The CAASPP English language arts/literacy (ELA) and mathematics tests that Emily took in the spring are more challenging than California's old tests, with content that will be needed to prepare for college and the 21st century job market. These new tests contain a wider variety of questions than traditional multiple-choice tests and include tasks and test items that require students to explain how they solve problems. The new tests allow students to demonstrate analytical writing, critical thinking, and problem solving skills along with their knowledge of facts in ELA and mathematics.

These more challenging tests in ELA and mathematics also have a different scoring scale. Because they are based on more rigorous academic standards, these scores cannot be compared with scores that Emily previously received on the Standardized Testing and Reporting (STAR) Program tests in ELA/literacy and mathematics.

These results are one measure of Emily's academic performance and provide limited information. Like any important measure of your child's performance, they should be viewed with other available information—such as classroom tests, assignments, and grades—and can be used to help guide a conversation with Emily's teacher about how to stay on track in ELA and mathematics.

In the future, California may also develop new assessments in other subjects, including, but not limited to science, history and social science aligned to state-adopted content standards to meet the changing needs of students and schools.

Emily's Results on California's Assessments

The following provides a further breakdown of Emily's overall scores, represented on the front of this report. Each of the following areas may be represented as Above Standard, At or Near Standard, or Below Standard. To learn more about these tests, visit <http://www.SmarterBalanced.org/>.

ENGLISH LANGUAGE ARTS/LITERACY

Emily's overall score is: **2553**

AREA	PERFORMANCE
Writing <i>Producing clear and purposeful writing</i>	Above Standard
Reading <i>Demonstrating understanding of literary and non-fiction texts</i>	At or Near Standard
Research/Inquiry <i>Investigating, analyzing and presenting information</i>	At or Near Standard
Listening <i>Demonstrating effective communication skills</i>	Below Standard

MATHEMATICS

Emily's overall score is: **2458**

AREA	PERFORMANCE
Communicating Reasoning <i>Demonstrating ability to support mathematical conclusions</i>	Below Standard
Problem Solving & Modeling/Data Analysis <i>Using appropriate tools and strategies to solve real world and mathematical problems</i>	Above Standard
Concepts & Procedures <i>Applying mathematical concepts and procedures</i>	Below Standard

A Comprehensive Plan for Student Success

These new assessments are just one part of California's comprehensive plan for high-quality teaching and learning. The plan also includes higher academic standards, more decision-making in the hands of schools and communities, and more resources dedicated to schools and students with the greatest needs.

Gradually, California is providing more support for teachers, more resources for students and more access to technology. As a result, exciting changes have begun to take place. Along with reading to follow a story, students are learning to read to cite evidence and draw logical conclusions. They are learning to use math to solve real-world problems rather than merely pick out the right multiple-choice answer.

Making these changes will take time and effort, but they are designed to help students succeed in the long run and achieve their dreams of college and a career. Find out more at your child's school, or online at <http://www.cde.ca.gov/>.



California Assessment
of Student Performance and Progress

STUDENT SCORE REPORT

Using Assessments to Help Students Learn

LOCAL ID #: 9999999999
STUDENT #: 9999999999 DATE OF BIRTH: 04/01/2004
GRADE: 5 TEST DATE: Spring 2015



FOR THE PARENT/GUARDIAN OF:
JUAN MARTINEZ
1234 MAIN STREET
YOUR CITY, CA 12345

SCHOOL: California Middle School
LEA: California Unified

Dear Parent/Guardian of Juan Martinez:

The 2015 California Assessment of Student Performance and Progress (CAASPP) included new tests in English language arts/literacy and mathematics. These new, online assessments replaced former tests in these subject areas to provide better information and help students learn.

New assessments are part of California's comprehensive plan for high-quality teaching and learning, which includes more challenging academic standards in English language arts/literacy and mathematics. This report shows Juan's achievement on assessments based on California's new rigorous college and career readiness academic standards. The scores should not be compared to results from the Standardized Testing and Reporting (STAR) program tests in these subject areas, as the CAASPP tests assess more challenging standards.

Additionally, children in grades 5, 8, or 10 took a science test. Juan's results on California's science assessment can be found on the back of this report.

For a complete picture of your child's progress, I encourage you to discuss these results with Juan's teacher(s).

Sincerely,

Tom Torlakson

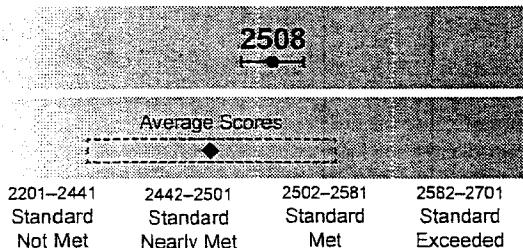
Tom Torlakson,
State Superintendent of Public Instruction



Juan's Results on California's Assessments

ENGLISH LANGUAGE ARTS/LITERACY

Juan's overall score is: **2508**



YOUR OVERALL SCORE

Average Scores
from Last Year

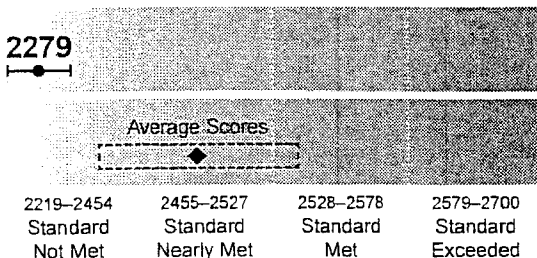
Juan met the achievement standard and demonstrated progress toward mastery of the knowledge and skills in English language arts/literacy needed for success in future coursework.

Students from several states took a trial version of this test in spring 2014. Juan's score from spring 2015 is above the average score of grade 5 students in last year's trial test.

Juan's performance on the four areas that comprise this score can be seen on the back of this report.

MATHEMATICS

Juan's overall score is: **2279**



YOUR OVERALL SCORE

Average Scores
from Last Year

Juan did not meet the achievement standard and needs substantial improvement to demonstrate the knowledge and skills in mathematics needed for success in future coursework.

Students from several states took a trial version of this test in spring 2014. Juan's score from spring 2015 is below the average score of grade 5 students in last year's trial test.

Juan's performance on the three areas that comprise this score can be seen on the back of this report.

The bar around a score indicates the extent to which the score might have been different had the test been taken again.

The box with the diamond shows the middle range (all except the highest 25 percent and the lowest 25 percent) of scores of students who took the trial version of the test in spring 2014. The diamond at the center of the bar represents last year's average score. This information is included so you can see how Juan's score compares to this group of 5th-grade students from several states. To learn more about these tests, visit <http://www.SmarterBalanced.org>.

More information about Juan's scores can be found on the back of this report.

Find complete results for schools, local education agencies (LEAs), and state-wide at <http://www.cde.ca.gov/ta/tg/ca/> and your School Accountability Report Card (SARC) on the CDE SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/> or ask for a copy of the SARC at your child's school.

Your² Guide to Juan's California Assessment of Student Performance and Progress (CAASPP) Score Report

California Department of Education (CDE)

A New Kind of Test for Juan; a New Kind of Report for You

The CAASPP English language arts/literacy (ELA) and mathematics tests that Juan took in the spring are more challenging than California's old tests, with content that will be needed to prepare for college and the 21st century job market. These new tests contain a wider variety of questions than traditional multiple-choice tests and include tasks and test items that require students to explain how they solve problems. The new tests allow students to demonstrate analytical writing, critical thinking, and problem solving skills along with their knowledge of facts in ELA and mathematics.

These more challenging tests in ELA and mathematics also have a different scoring scale. Because they are based on more rigorous academic standards, these scores cannot be compared with scores that Juan previously received on the Standardized Testing and Reporting (STAR) Program tests in ELA/literacy and mathematics.

These results are one measure of Juan's academic performance and provide limited information. Like any important measure of your child's performance, they should be viewed with other available information—such as classroom tests, assignments, and grades—and can be used to help guide a conversation with Juan's teacher about how to stay on track in ELA and mathematics.

In the future, California may also develop new assessments in other subjects, including, but not limited to science, history and social science aligned to state-adopted content standards to meet the changing needs of students and schools.

Juan's Results on California's Assessments

The following provides a further breakdown of Juan's overall scores, represented on the front of this report. Each of the following areas may be represented as Above Standard, At or Near Standard, or Below Standard. To learn more about these tests, visit <http://www.SmarterBalanced.org/>.

ENGLISH LANGUAGE ARTS/LITERACY

Juan's overall score is: **2508**

AREA	PERFORMANCE
Reading <i>Demonstrating understanding of literary and non-fiction texts</i>	Above Standard
Writing <i>Producing clear and purposeful writing</i>	At or Near Standard
Listening <i>Demonstrating effective communication skills</i>	At or Near Standard
Research/Inquiry <i>Investigating, analyzing and presenting information</i>	Below Standard

MATHEMATICS

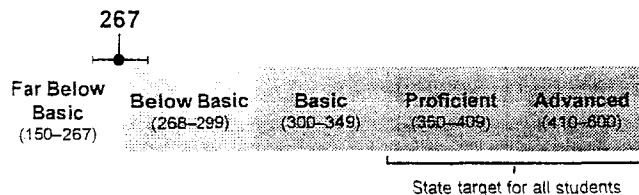
Juan's overall score is: **2279**

AREA	PERFORMANCE
Problem Solving & Modeling/Data Analysis <i>Using appropriate tools and strategies to solve real world and mathematical problems</i>	Above Standard
Concepts & Procedures <i>Applying mathematical concepts and procedures</i>	Below Standard
Communicating Reasoning <i>Demonstrating ability to support mathematical conclusions</i>	Below Standard

Juan's Results on California's Science Assessment

SCIENCE

Juan's score is **267** – Far Below Basic



Juan's score of 267 is in the Far Below Basic level on California's science assessment.

California recently adopted next generation science standards designed to improve science instruction and learning. New assessments based on these standards are being developed. Once in place, these new tests will not be comparable to the current California Science Assessments.

The bar around Juan's score indicates the extent to which the score might have been different had the test been taken again.



STUDENT SCORE REPORT

Using Assessments to Help Students Learn

LOCAL ID #: 9999999999
STUDENT #: 9999999999 DATE OF BIRTH: 04/01/1999
GRADE: 11 TEST DATE: Spring 2015



FOR THE PARENT/GUARDIAN OF:
CHEN GUAN-YU
1234 MAIN STREET
YOUR CITY, CA 12345

SCHOOL: California High School
LEA: California Unified

Dear Parent/Guardian of Chen Guan-Yu:

The 2015 California Assessment of Student Performance and Progress (CAASPP) included new tests in English language arts/literacy and mathematics. These new, online assessments replaced former tests in these subject areas to provide better information and help students learn.

New assessments are part of California's comprehensive plan for high-quality teaching and learning, which includes more challenging academic standards in English language arts/literacy and mathematics. This report shows Chen's achievement on assessments based on California's new rigorous college and career readiness academic standards. The scores should not be compared to results from the Standardized Testing and Reporting (STAR) program tests in these subject areas, as the CAASPP tests assess more challenging standards.

For a complete picture of your child's progress, I encourage you to discuss these results with Chen's teacher(s).

Sincerely,

Tom Torlakson

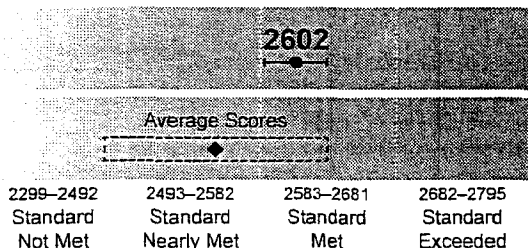
Tom Torlakson,
State Superintendent of Public Instruction



Chen's Results on California's Assessments

ENGLISH LANGUAGE ARTS/LITERACY

Chen's overall score is: **2602**



YOUR OVERALL SCORE

Average Scores
from Last Year

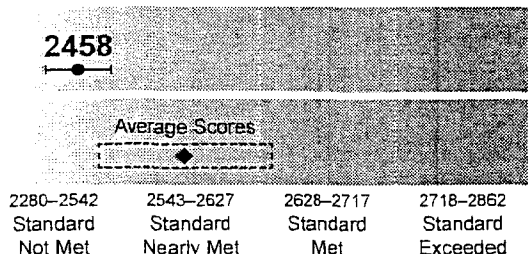
Chen met the achievement standard and demonstrated progress toward mastery of the knowledge and skills in English language arts/literacy needed for likely success in entry-level credit-bearing college coursework after high school.

Students from several states took a trial version of this test in spring 2014. Chen's score from spring 2015 is above the average score of grade eleven students in last year's trial test.

Chen's performance on the four areas that comprise this score can be seen on the back of this report.

MATHEMATICS

Chen's overall score is: **2458**



YOUR OVERALL SCORE

Average Scores
from Last Year

Chen did not meet the achievement standard and needs substantial improvement to demonstrate the knowledge and skills in mathematics needed for likely success in entry-level credit-bearing college coursework after high school.

Students from several states took a trial version of this test in spring 2014. Chen's score from spring 2015 is below the average score of grade eleven students in last year's trial test.

Chen's performance on the three areas that comprise this score can be seen on the back of this report.



The bar around a score indicates the extent to which the score might have been different had the test been taken again.



The box with the diamond shows the middle range (all except the highest 25 percent and the lowest 25 percent) of scores of students who took the trial version of the test in spring 2014. The diamond at the center of the bar represents last year's average score. This information is included so you can see how Chen's score compares to this group of 11th-grade students from several states. To learn more about these tests, visit <http://www.SmarterBalanced.org>.

More information about Chen's scores can be found on the back of this report.

Find complete results for schools, local education agencies (LEAs), and statewide at <http://www.cde.ca.gov/ta/tg/ca/> and your School Accountability Report Card (SARC) on the CDE SARC Web page at <http://www.cde.ca.gov/ac/sa/> or ask for a copy of the SARC at your child's school.

Your⁶ Guide to Chen's California Assessment of Student Performance and Progress (CAASPP) Score Report

California Department of Education (CDE)

A New Kind of Test for Chen; a New Kind of Report for You

The CAASPP English language arts/literacy (ELA) and mathematics tests that Chen took in the spring are more challenging than California's old tests, with content that will be needed to prepare for college and the 21st century job market. These new tests contain a wider variety of questions than traditional multiple-choice tests and include tasks and test items that require students to explain how they solve problems. The new tests allow students to demonstrate analytical writing, critical thinking, and problem solving skills along with their knowledge of facts in ELA and mathematics.

These more challenging tests in ELA and mathematics also have a different scoring scale. Because they are based on more rigorous academic standards, these scores cannot be compared with scores that Chen previously received on the Standardized Testing and Reporting (STAR) Program tests in ELA/literacy and mathematics.

These results are one measure of Chen's academic performance and provide limited information. Like any important measure of your child's performance, they should be viewed with other available information—such as classroom tests, assignments, and grades—and can be used to help guide a conversation with Chen's teacher about how to stay on track in ELA and mathematics.

In the future, California may also develop new assessments in other subjects, including, but not limited to science, history and social science aligned to state-adopted content standards to meet the changing needs of students and schools.

Chen's Results on California's Assessments

The following provides a further breakdown of Chen's overall scores, represented on the front of this report. Each of the following areas may be represented as Above Standard, At or Near Standard, or Below Standard. To learn more about these tests, visit <http://www.SmarterBalanced.org/>.

ENGLISH LANGUAGE ARTS/LITERACY

Chen's overall score is: **2602**

AREA	PERFORMANCE
Writing <i>Producing clear and purposeful writing</i>	Above Standard
Reading <i>Demonstrating understanding of literary and non-fiction texts</i>	At or Near Standard
Research/Inquiry <i>Investigating, analyzing and presenting information</i>	At or Near Standard
Listening <i>Demonstrating effective communication skills</i>	Below Standard

MATHEMATICS

Chen's overall score is: **2458**

AREA	PERFORMANCE
Communicating Reasoning <i>Demonstrating ability to support mathematical conclusions</i>	Below Standard
Problem Solving & Modeling/Data Analysis <i>Using appropriate tools and strategies to solve real world and mathematical problems</i>	Above Standard
Concepts & Procedures <i>Applying mathematical concepts and procedures</i>	Below Standard

Grade 11 – Early Assessment Program Status

The CAASPP achievement standards on the front of this report provide an early indicator for a grade eleven student's readiness for college-level coursework. Review the information at <http://CSUSuccess.org/> to see how this information can help avoid the need for additional testing upon entering a California State University or California Community College.

Standard Exceeded (LEVEL 4): Ready for English and/or Mathematics college-level coursework

Standard Met (LEVEL 3): Conditionally Ready for English and/or Mathematics college-level coursework

Standard Nearly Met (LEVEL 2): Not yet demonstrating readiness for English and/or Mathematics college-level coursework

Standard Not Met (LEVEL 1): Not demonstrating readiness for English and/or Mathematics college-level coursework

SUBJECT: School Resource Officer Update

PERSON(S) RESPONSIBLE: Barbara Martinez

RECOMMENDATION:

The Administration recommends that the Board review and discuss the duties, responsibilities and planned safe school activities by the School Resource Officer as outlined in the Agreement for Services between the City of Pacific Grove and Pacific Grove Unified School District.

BACKGROUND:

In 2010, the City of Pacific Grove and Pacific Grove Unified School District developed a Memorandum of Understanding, now referred to as an Agreement for Services with language from prior MOUs, and that is used by the City of Seaside and Monterey Peninsula Unified School District.

INFORMATION:

The attached Agreement addresses the interests of the City and District. The District and site Administration concur that this is a beneficial program for the District to participate in. We are mindful, however, that there are many competing needs for the available funding.

FISCAL IMPACT:

\$51,590.00 for a twelve (12) month period. Funding to cover this expense comes from the General Fund.

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into on this 2nd day of March, 2015, by and between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT" and the CITY OF PACIFIC GROVE, a municipal corporation (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, The DISTRICT desires to contract with the CITY for a specialized police service via a School Resource Officer (SRO).

WHEREAS, The DISTRICT and the City recognize the benefits of the SRO program to the students of Pacific Grove High School, Middle School, and the Pacific Grove Elementary Schools, located within the Pacific Grove jurisdiction as well as to the residents of Pacific Grove.

WHEREAS, The purpose of the School Resource Officer is to provide specialized police service to the DISTRICT including but not limited to:

- a. Enhance a safe learning environment by helping reduce school violence, drug abuse, and protect against intruders on school campus; and
- b. Improve school-law enforcement collaboration; and
- c. Improve perception and relations between students, school staff, parents, and law enforcement officials.

WHEREAS, The CITY desires to contract with the DISTRICT to provide a School Resource Officer in the DISTRICT as defined in the Scope of Services, attached hereto as Exhibit A, and incorporated into this agreement.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **TERM**

The term of this Agreement shall be for one year from August 1, 2014 through and including July 31, 2015.

2. **SCOPE OF SERVICES**

- A. The CITY shall provide SRO services to the DISTRICT as described in Exhibit A.

3. **COMPENSATION/SERVICE RATES**

- A. The DISTRICT agrees to pay the CITY the amount of \$51,590 for the term as stated above.

B. The CITY shall provide an SRO to the DISTRICT for all of the school days (180 school days) in the term as specified.

C. The total number of school days (180) in the term shall represent 100% of the days the CITY shall provide SRO service. In the event the CITY does not provide an SRO for one or more of the school days in the term, then the CITY shall not charge the DISTRICT (or refund the amount charged) for those days a SRO was not provided to the DISTRICT. The amount of the refund shall be determined by a percentage derived by the number of days a SRO was not provided divided by the total number of school days in the term (e.g., 180 school days in the term ÷ 10 days no SRO = 5.6% of the term X \$51,560 = \$2,887.36 refund or no charge.

D. The CITY shall send the DISTRICT an invoice for each month in which SRO services were rendered. The invoice shall reflect the percent of school days where SRO service was provided to the DISTRICT, (e.g., 19 school days worked by SRO in month ÷ 180 total school days in term = 10.56% of term = \$5,447.90 invoice).

E. If any invoice remains delinquent for a period in excess of 30 days, then the DISTRICT shall pay to the CITY, interest on any invoice that is not paid when due at the maximum interest rate permitted by law from the 30th day following the date such amount became due, until paid.

4. GENERAL ADMINISTRATION AND MANAGEMENT

A. The Pacific Grove Chief of Police shall have the primary administrative responsibility under this Agreement for the CITY. The Chief of Police or his/her designee shall consult with the Superintendent of the DISTRICT or his designee on matters that pertain to this agreement.

B. Any complaint against the SRO arising from his or her actions shall be directed to the Chief of Police and handled in the manner as prescribed by law or standing policy.

5. SUSPENSION/TERMINATION OF AGREEMENT

This Agreement may be terminated with or without cause by either party upon 90 days written notice delivered as set forth in this Agreement.

6. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party hereto without the prior written consent of the other party.

7. HOLD HARMLESS

A. The CITY agrees to indemnify, defend, and save harmless the DISTRICT, its respective elected and appointed officials, officers, agents, and employees, from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions, to the extent those acts or omissions related to the provision of law enforcement services for the CITY under this Agreement in accord with the Scope of Services set forth in Exhibit A, attached hereto and

incorporated by reference. The CITY assumes workers compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation responsibility for the elected and appointed officials, officers, agents, and employees of the DISTRICT.

B. The DISTRICT agrees to indemnify, defend and save harmless the CITY, its respective elected and appointed officials, officers, agents, and employees, for any acts of sole negligence or willful misconduct by DISTRICT, its officers or employees when performing services within the scope set forth in Exhibit A, attached hereto and incorporated by reference.

C. To this end, both parties shall maintain in force, at all times during the performance of this Agreement, a policy of insurance covering all of its operations (including public liability and property damage) naming the other party as an additional insured, with not less than \$5,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under this Agreement with a combined single limit of not less than \$1,000,000.00. Notice in writing shall be given at least 30 days in advance of cancellation thereof. Insurance shall be in a company authorized by law to transact insurance business in the State of California. In addition, the CITY and the DISTRICT agree that the CITY and the DISTRICT may self-insure against any loss or damage, which could be covered by a comprehensive general public liability insurance policy, and may also obtain coverage through an insurance pool.

D. Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party.

8. INSURANCE AND WORKER'S COMPENSATION

The DISTRICT certifies that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance under this Agreement.

9. NOTICES

A. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

DISTRICT: Dr. Ralph Porras, Superintendent,
Pacific Grove Unified School District
555 Sinex
Pacific Grove, CA 93950

With a copy to: ~~Robin Blakley~~, Assistant Superintendent
Pacific Grove Unified School District
~~555 Sinex~~ 435 Hillcrest Ave.

Pacific Grove, CA 93950

CITY: Sandra Kandell, City Clerk
City of Pacific Grove
300 Forest Ave
Pacific Grove, CA 93950

With a copy to: Vicki L. H. Myers, Chief of Police
Pacific Grove Police Department
580 Pine Ave.
Pacific Grove, CA 93950
Phone: (831) 648-3143 Fax: (831) 648-3163

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties; the DISTRICT or the CITY, to whom it is directed; or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to DISTRICT or CITY at the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

10. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

11. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

This document represents the entire and integrated Agreement between the DISTRICT and the CITY and supersedes all prior negotiations, representations and agreements either written or oral.

12. GOVERNING LAW

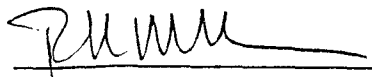
This Agreement shall be governed by the laws of the State of California.

13. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: 

Its: Rick Miller 3/4/15

CITY OF PACIFIC GROVE

By: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES, RESPONSIBILITIES AND DUTIES

Under the supervision of the Chief of Police of the City of Pacific Grove Police Department (Police Department) or his or her designee, the following Articles shall express the Scope of Services, responsibilities and duties of the Parties.

ARTICLE I

Rights and Duties of the CITY –

The City of Pacific Grove (CITY) shall provide a SRO as follows:

1. School Resource Officer (SRO)

A. The CITY shall assign one regularly employed police officer to the DISTRICT with the responsibility to provide SRO service to the following Schools: Pacific Grove High School, Pacific Grove Community High, Pacific Grove Middle School, Forest Grove Elementary School and Robert H. Down Elementary School.

B. The SRO will have an office at Pacific Grove High School, established and provided by the DISTRICT.

C. The immediate duties and supervision of the SRO shall reside with the Administrative Commander of the Administrative Services Division of the Police Department and shall perform scheduled and non-scheduled visits to the schools.

2. Regular Duty Hours of the SRO

A. During the Term, the SRO shall be assigned to the schools on a full-time basis, eight hours per school day, with one half-hour break for lunch. The SRO will rotate time amongst all of the aforementioned schools within the DISTRICT.

B. When school is closed due to in-service training, the SRO, if invited by a school or DISTRICT administrator(s), may attend the in-service training.

C. During extended periods in which school is not in session, the SRO will be assigned as needed by his/her Police Department supervisor. The first priority assignments will be to juvenile detectives and in-service training for school related matters to include but not limited to; School Resource Officer School, Cyber-Crime and Cyber Bullying, School Threats Violence Assessment Management, Drug and Alcohol Abuse Prevention. The SRO will also serve as a liaison to the CITY's juvenile recreation program over the extended non-school period.

D. The CITY shall ensure the SRO schedules time off for vacations and floating holidays during periods when school is not in session.

E. In the event the SRO must take time off during the time school is in session, such time must be authorized by the SRO's Police Department supervisor. The SRO must also notify the principal(s) of the schools assigned of the impending absence.

F. The SRO may be temporarily reassigned by the Police Department during a law enforcement emergency, or to participate in mandatory police training necessary to maintain the SRO's proficiency.

3. Duties, Obligations and Procedures of the SRO

The SRO shall:

A. Wear the established Police Department patrol uniform including safety equipment designed for use by sworn field personnel pursuant to the Pacific Grove Police Department's policy manual. Special uniforms or "plain clothes" may be worn upon for special circumstances as approved by the Police Chief or designee.

B. Monitor the police radio frequency when on and off campus as well as be available by the Department-issued cellular phone.

C. Make classroom presentations when requested by a school or DISTRICT administrator on such topics as the role of policing in the community, drug and alcohol abuse prevention, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.

D. Participate in discussions during class to establish rapport with students.

E. Take appropriate law enforcement action as required by law and the policies and procedures of the Police Department.

F. Within the bounds of applicable law, notify the school principal or DISTRICT Superintendent as soon as practical of any violations or actions which impact school discipline, order or safety and such other violations and actions as the DISTRICT reasonably requests to be reported. This may include interviewing suspects or victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the DISTRICT Policies, Police Department Procedures and Policies and legal requirements with regards to such interviews.

G. Obtain prior permission, advice and guidance from school administrators before enacting any program with the school.

H. Provide assistance to school administrators, faculty, and staff upon request, in

developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from unauthorized intruders, natural or man caused disasters.

I. Be familiar with DISTRICT policies and regulations related to safety and student conduct and discipline issues, including the DISTRICT's Code of Conduct.

J. Assist administrator, faculty and staff with addressing violations of DISTRICT policies at the SRO's discretion. However, the SRO shall not be expected or asked to detain or take into physical custody any student who has only violated a DISTRICT policy or code of conduct. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regularly-assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.

K. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, DISTRICT administrators, parents and community members.

L. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, and security personnel.

M. Maintain detailed, accurate and up-to-date records as required by the CITY, DISTRICT and/or School administrator/principal.

N. Attend, whenever possible, school and DISTRICT in-service training at the invitation of the DISTRICT Superintendent or school administrator/principal.

O. Assume the position of Juvenile Detective within the Police Department and address juvenile delinquency issues and problems as well as work proactively with all law enforcement agencies that service the DISTRICT's community.

P. Attend parent, faculty, student, administration and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support.

Q. Provide information regarding community programs so that proper referrals can be made and appropriate assistance accessed, and refer students to school counselors as needed. These programs may include mental health programs, drug treatment programs, anti-bullying programs, etc. The SRO, after consulting with the school administrator, may make referrals to such agencies when necessary thereby acting as a resource person to the students, staff, faculty and administration. Referral guidelines shall be determined by school administration.

R. Maintain confidentiality of any and all information obtained in confidence and not disclose the information except as provided by the law or court order.

S. Maintain confidentiality of DISTRICT records and information in accordance with DISTRICT policies.

T. Perform other duties which will promote the purposes of the SRO program and which are mutually-agreed upon by the DISTRICT and CITY.

Any additions to the above duties must be mutually-agreed upon in writing by the CITY's Chief of Police, the DISTRICT Superintendent and the appropriate school Principal(s) or his/her designee(s).

ARTICLE III

The DISTRICT shall provide to the full-time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO program.

1. The DISTRICT shall provide a private office for the SRO to conduct matters of confidential business and access to records which are deemed necessary by the DISTRICT. The SRO shall maintain confidentiality of the records. The SRO shall confer with the school administrators/principal concerning confidentiality of records whenever necessary.

2. The DISTRICT shall provide a desk, filing cabinet with locking system and office furniture for use of the SRO.

3. Within legal requirements of confidentiality, the DISTRICT shall provide information regarding students who are currently suspended, expelled, excluded from extracurricular activities, or students or adults who are not supposed to be on or near the campus, to include any students who participate in an independent study program, or other off campus programs that do not require their presence on the school site.

ARTICLE IV

Appropriations –

The obligations of each Party under this Agreement are contingent upon adequate funds for that purpose being budgeted, appropriated, and otherwise made available.

ARTICLE V

Employment Status of School Resource Officer –

The SRO shall remain an employee of the CITY and shall not be an employee of the DISTRICT. The DISTRICT and CITY acknowledge that the SRO is a law enforcement

officer who shall uphold the law under the direct supervision and control of the Police Department. The SRO shall remain responsive to the chain of command of the Police Department.

The SRO shall be accountable to the Principal(s) of the school for his/her behavior or conduct while at the school. The School Administrator has the rights and responsibilities to report any alleged misconduct, non-compliance with the DISTRICT's policies or other questionable behavior on the part of the Resource Officer to the Chief of Police or to the Police Commander of the Administrative Services Division of the Pacific Grove Police Department. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

ARTICLE VI

Qualifications of the School Resource Officer –

A. The SRO must meet all of the following requirements:

1. Must apply for the position of School Resource Officer.
2. Must indicate a willingness to hold the position for a minimum of one year.
3. Must be a full-time permanent certified police officer with the Pacific Grove Police Department, with a minimum of one year's law enforcement experience with the Police Department.
4. Must have maintained the requirements of the California Department of Justice Peace Officer Standard and Training (POST) requirements necessary for employment as a police officer.
5. Must agree that if assigned for the SRO position, he/she will not seek transfer from the position until the end of the Term as stated herein and that he/she will not schedule time off or vacations during the periods when school is in session.

ARTICLE VII

Dismissal of School Resource Officer; Replacement –

1. In the event that the Superintendent and/or Principal(s) of the associated schools in the DISTRICT believe the SRO is not effectively performing his/her duties and responsibilities, the Superintendent may recommend to the Police Commander of the Administrative Services Division of the Pacific Grove Police Department that the police officer who is assigned as the SRO be removed from the program, and shall state the reasons therefore, in writing. The Commander shall, as soon as practical, notify the Chief of Police of his/her recommendation. The Chief of Police and the Commander shall meet with the DISTRICT Superintendent to mediate or resolve any problems which may exist.

If, within a reasonable amount of time after the commencement of such meeting, the problem cannot be resolved, the police officer assigned to the SRO position shall be removed from the program.

2. The Chief of Police may reassign the SRO based on departmental rules, regulations, and/or departmental directives, or when it is in the best interest of the Police Department to do so.

3. In the event of resignation, dismissal, or reassignment of the SRO, the Police Department shall provide a permanent replacement for the SRO as soon as practical.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

Dated _____
Dr. Ralph Porras
School Superintendent, Pacific Grove Unified School District

Dated _____
Thomas Frutchey
City Manager, City of Pacific Grove

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SUBJECT: Facilities, Maintenance, and Operations Report

PERSON RESPONSIBLE: Matt Kelly, Director Facilities & Transportation

RECOMMENDATION:

The Administration recommends that the Board review and provide direction on activities for Facilities, Maintenance and Operations.

BACKGROUND:

Report to the Board on past and future activities for Facilities, Maintenance, and Operations.

INFORMATION:

- 1) Recent Projects
- 2) Work Order & Deferred Maintenance Program
- 3) Landscape Water Usage
- 4) Future – Integrated Pest Management & Prop 39

FISCAL IMPACT:

None, report only.

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 April 16, 2015 Regular Board Meeting:

- Review of Extracurricular Activities (May)
- Presentation of the California Healthy Kids Survey 2013-2014 (May)
- Enrollment Update (May)
- Update on Use of Technology at Sites (Fall 2015)