

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

Trustees

John Thibeaup, President

John Paff, Clerk

Debbie Crandell

Bill Phillips

Brian Swanson

DATE: Thursday, June 30, 2016

TIME: 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
- D. Pledge of Allegiance

II. PRESENTATION

Diane Beron will present an update to the Board of Education on the State Preschool.

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III. COMMUNICATIONS

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

IV. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

V. CONSENT AGENDA

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

	Page
A. <u>Revised Minutes of May 19, 2016 Board Meeting</u>	10
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.	
B. <u>Minutes of June 2, 2016 Board Meeting</u>	17
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.	
C. <u>Certificated Assignment Order #16</u>	21
Recommendation: (Billie Mankey, Director of Human Resources) The administration recommends adoption of Certificated Assignment Order #16.	
D. <u>Classified Assignment Order #15</u>	24
Recommendation: (Billie Mankey, Director of Human Resources) The administration recommends adoption of Classified Assignment Order #15.	
E. <u>Acceptance of Donations</u>	27
Recommendation: (Rick Miller, Assistant Superintendent) The Administration recommends that the Board approve acceptance of the donations referenced below.	
F. <u>Out of County or Overnight Activities</u>	28
Recommendation: (Rick Miller, Assistant Superintendent) The Administration recommends that the Board approve or receive the request as presented.	
G. <u>Quarterly Report on Williams Uniform Complaints</u>	31
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186(d).	
H. <u>Approval of Measure A Education Technology Expenditures</u>	33
Recommendation: (Rick Miller, Assistant Superintendent; Bruce Cates, Director of Technology) The District Administration recommends that the Board review and approve Measure A Education Technology Bond expenditures.	

- I. Agreement for Legal Services, 2016-17 37
 Recommendation: (Ralph Gómez Porras, Superintendent) Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2016-17.
- J. California School Board Association Membership 44
 Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2016-17 in the amount of \$7,065.00.
- K. Approval of California School Board Association GAMUT Online Service Agreement 47
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2016-17 in the amount of \$2,160.00.
- L. Monterey Bay Charter School Lease Revision #11 52
 Recommendation: (Rick Miller, Assistant Superintendent) The District Administration recommends approval of Revision #11 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2017.
- M. Special Education Contracts for 2016-17 54
 Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the list of contracts for services in the amount of \$907,612.
- N. Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the Placement of Special Education Students in Classrooms for Students with Moderate to Severe Disabilities 67
 Recommendation: (Clare Davies, Director of Student Services) It is recommended that the Board approve the Memorandum of Understanding between PGUSD and CUSD for the placement of students with disabilities in classrooms for students with moderate to severe disabilities.
- O. Contract for Services with Kraemer Entertainment 75
 Recommendation: (Barbara Martinez, District Safety Director) The Administration recommends that the Board review and approve the contract for services with Kraemer Entertainment to provide Pacific Grove High School and Community High School students a schoolwide assembly and practical experience in distracted driving and driving under the influence of alcohol or other substances.
- P. Board Certified Behavior Analyst (BCBA) 80
 Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the proposal to use restricted mental health funds to contract with a Board Certified Behavior Analyst to provide services to students on IEPs and training to staff on data collection, behavioral supports and interventions. The contract will be developed once a highly qualified and experienced individual is identified.

Move: _____ Second: _____ Vote: _____

VI. ACTION/DISCUSSION

- A. Approval of Resolution #978 Authorizing State Preschool Contract 81
Recommendation: (Rick Miller, Assistant Superintendent) The District Administration recommends that the Board Approve this Resolution which will allow the District to continue to offer the State Preschool Program for the 2016-17 school year, subject to ongoing review to verify that program expenses do not exceed state funding.
- Move: _____ Second: _____ Roll Call Vote: _____
- Thibeau ____ Paff ____ Crandell ____ Phillips ____ Swanson ____
- B. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) 84
Recommendation: (Rick Miller, Assistant Superintendent) The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) for the 2016-17 school year.
- Move: _____ Second: _____ Vote: _____
- C. Resolution #982 for the Refinancing of Existing General Obligation Bonds 96
Recommendation: (Rick Miller, Assistant Superintendent) The District Administration recommends that the Board review and approve Resolution #982 for the refinancing of existing General Obligation Bonds.
- Move: _____ Second: _____ Roll Call Vote: _____
- Thibeau ____ Paff ____ Crandell ____ Phillips ____ Swanson ____
- D. Approval of Resolution #979 Public Project Emergency Waiver For the Pacific Grove Middle School Elevator Jack Replacement and Repairs 142
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends that the Board review and approve this resolution which will allow the District to contract for the repair of the Pacific Grove Middle School Elevator without a 30 day bid.
- Move: _____ Second: _____ Roll Call Vote: _____
- Thibeau ____ Paff ____ Crandell ____ Phillips ____ Swanson ____
- E. Approval of Resolution #980 Exempting Forest Grove New Drop-Off Zone Project From Application of The City of Pacific Grove Zoning Ordinance 144
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve this resolution which will exempt the Forest Grove New Drop-Off Zone Project from the City of Pacific Grove's zoning ordinances under Government Code 53094.
- Move: _____ Second: _____ Roll Call Vote: _____
- Thibeau ____ Paff ____ Crandell ____ Phillips ____ Swanson ____

- F. Approval of Resolution #981 Exempting Robert Down Lunch Area Project From Application of The City of Pacific Grove Zoning Ordinance 147

Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends that the Board review and approve this resolution which will exempt the Robert Down Lunch Area Project from the City of Pacific Grove's zoning ordinances under Government Code 53094.

Move: _____ Second: _____ Roll Call Vote: _____

Thibeau ____ Paff ____ Crandell ____ Phillips ____ Swanson ____

- G. Board Calendar/Future Meetings 150

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

Move: _____ Second: _____ Vote: _____

VII. INFORMATION/DISCUSSION

- A. Adult School Salary Schedule Comparison 153

Recommendation: (Billie Mankey, Director of Human Resources) The District Administration recommends that the Board review and give direction for a potential Adult School Salary Schedule increase based on information provided.

Board Direction: _____

- B. Substitute Teacher Pay 154

Recommendation: (Billie Mankey, Director of Human Resources) The District Administration recommends the Board review and give direction for a potential substitute teacher pay increase based on information provided.

Board Direction: _____

- C. Facilities Project Update 158

Recommendation: (Matt Kelly, Director of Facilities and Transportation) The Administration recommends that the Board review and provide feedback on ongoing and upcoming facilities projects.

Board Direction: _____

D. Future Agenda Items

160

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

California Healthy Kids Survey Follow-Up (Fall 2016)

Senior Class Projects Review (Fall 2016)

Olivia Caine Presentation on Choir Class (Fall 2016)

Spanish Class at Elementary Schools

Board Direction: _____

VIII. ADJOURNMENT

Next regular meeting: August 25, 2016 – District Office

SUBJECT: Presentation of Review of State Preschool Program

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services and Diane Beron, State Preschool Teacher

RECOMMENDATION:

The District Administration recommends that the Board review a presentation of the State Preschool program.

BACKGROUND:

For several years, the District has participated in the State Preschool Program, offering preschool opportunities to students whose families meet the income eligibility requirements.

INFORMATION:

Diane Beron will present the results of the 2015-16 State Preschool program. Please see attached information.

FISCAL IMPACT:

None

Summary of Presentation Given to the PGUSD Board of Education on June 30, 2016

This was the year that we entered all children's Desired Results Developmental Profile Assessments on DRDPtech.

The assessment of 56 measures shows the child's developmental level in the following areas:
Self-Regulation, Social & Emotional Development, Language and Literacy Development, English Language Development, Cognitive (Math & Science), Physical Development & Health, Social Science, Visual & Performing Arts.

The DRDP provides a structure and a tool for recording an individual child's development and documenting progress.

The California Preschool Learning Foundations provide the research backing for the DRDP 2015-16.

Program Self Evaluation 2015-16

The Program Review Instrument revealed that the staff is in need of training on:

Teaching Pyramid, ASQ (Ages & Stages Questionnaire), and writing classroom observations where the focus is on intentional teaching.

ECERS- This rating scale evaluates the classroom environment and child-teacher interactions.

Findings revealed a need for more indoor floor space.

Plan of Action is to re-design the classroom and down-size the amount of furniture and materials. Storage space on-site will allow for circulation of materials and furniture as needed throughout the year.

Reflecting on our Accomplishments

- We provided positive classroom experience for all families who worked in the classroom.
- Created a sense of community with activities for families such as our International Potluck Dinner.
- Facilitated Health Education for families on the topics of: Healthy Habits, Immunization's, Child Nutrition, and Positive Parenting. Conducted dental screenings.
- Home Literacy Project the "Book Box" allowed parents to check out books at the door and read them at home to their child.
- Most of all, our greatest accomplishment are the 22 children that graduated on May 27th. They took with them a positive sense of self, the ability to think creatively, and an understanding of the power of Peer-Learning. These are the attributes that will set them up for success in Kindergarten.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of May 19 – District Office

I. OPENED BUSINESS

- A. Called to Order 6:02 p.m.
- B. Roll Call
- | | |
|-------------------------|---------------------------------|
| President: | Trustee Thibeu |
| Clerk: | Trustee Paff |
| Trustees Present: | Trustee Crandell |
| | Trustee Phillips |
| | Trustee Swanson |
| Administration Present: | Superintendent Porras |
| | Assistant Superintendent Miller |
| Board Recorder: | Mandi Freitag |
| Student Board Member: | Rachel Biggio |
- C. Adopted Agenda

MOTION Crandell/Phillips to adopt agenda as presented.

Public comment: none

Motion CARRIED 5 – 0

II. CLOSED SESSION

- A. Identified Closed Session Topics
1. Superintendent's Evaluation
 2. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2015/16; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
 3. Conference with Labor Negotiators – Superintendent employment contract for 2015/16; public school employer and its designated representatives: John Thibeu, Board President and John Paff, Board Clerk [Gov. Code §54957.6]
 4. Approve Assignment of Certificated Employee
- B. Public comment on Closed Session Topics
- None.
- C. Adjourned to Closed Session 6:04 p.m.

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

- A. Reported action taken in Closed Session:
1. Superintendent's Evaluation
The Board discussed this item.

2. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2015/16; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]

The Board had conference for 2015/16.

3. Conference with Labor Negotiators – Superintendent employment contract for 2015/16; public school employer and its designated representatives: John Thibeau, Board President and John Paff, Board Clerk [Gov. Code §54957.6]

The Board had conference for 2015/16.

4. Approve Assignment of Certificated Employee

The Board received information.

B. Pledge of Allegiance

Led By: Biggio

IV. RECOGNITION OF RETIREES

The District Administration and the Board recognized the following retirees:

John Casas, 36 years
Tina Cole, 26 years
Kelly Cool-Lesko, 17.5 years
Marge Falknor, 40 years
Suzie Garcia, 8.5 years
Linda Jones, 33.5 years
Nancy Laiolo, 17 years
Jan Lippert, 15.5 years
Bev Paxton, 25.5 years
Gita Prasad, 16.5 years
Linda Radley, 27 years
Christine Revelas, 18.5 years
Gary Williams, 38.5 years

V. PRESENTATION

Pacific Grove High School Student Ryan Hartwell with Troop 43 of the Eagle Scouts presented a project update to the Board of Education.

VI. COMMUNICATIONS

A. Written Communication

The Board received a letter from staff, as well as an email regarding senior projects.

Superintendent Porras received a letter with a positive AB1200 for both bargaining unit agreements from MCOE.

B. Board Member Comments

Student Representative Biggio updated the Board on the end of year events including Disneyland, awards and scholarships, senior projects, and sports.

Trustee Phillips recognized and congratulated the retirees.

Trustee Swanson noted how special the District is, the number of years employees work for the District is a testament to the quality of the District.

Trustee Crandell echoed sentiments regarding retirees and spoke on volunteering for senior projects.

Trustee Paff congratulated Student Representative Biggio, also noting the scholarships that were being awarded including ROTC and USC.

Trustee Thibeau spoke regarding the Hello/Goodbye Rally, the awards and scholarships, noting it was a sad and exciting time, and thanked Administration for getting our kids through, thanking the retirees who touched his children's lives. Thibeau also congratulated Superintendent Porras for being sworn in as ACSA President, and finally commented on senior projects.

C. Superintendent Report

Superintendent Porras thanked Student Representative Biggio, noted the hard work of Director of Curriculum and Special Projects Ani Silva on her work on the LCAP, as well as the work of Assistant Superintendent Rick Miller on his work on the budget.

D. PGUSD Staff Comments (Non Agenda Items)

Pacific Grove High School Principal Matt Bell spoke on the scholarships awarded to Seniors at PG High School, as well as the Athletics competition.

Director of Student Services Clare Davies invited the Board to the first graduation of the transition program.

VII. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Marge Ann Johnson, Editor of Cedar Street Times noted the 48th Annual Mathematics Competition, where Pacific Grove Unified School District placed out of 300 students and 36 public and private schools.

City Council Member Rudy Fisher received a letter from Assistant Superintendent Miller regarding the tax relief for restoring historical homes, and spoke to the Board to clarify the tax.

Jennifer Zyberg thanked the Board for all they have done to help her son, giving him the support and respect he deserved, noting the Board should be proud, and thanked Director Davies.

VIII. CONSENT AGENDA

- A. Revised Minutes of April 14, 2016 Board Meeting
- B. Minutes of April 21, 2016 Special Board Meeting
- C. Minutes of April 28, 2016 Board Meeting
- D. Certificated Assignment Order #14
- E. Classified Assignment Order #13
- F. Acceptance of Donations
- G. Cash Receipts Report No. 7
- H. Revolving Cash Report No. 7

- I. Acceptance of Quarterly Treasurer's Report
- J. 2015-16 Budget Revisions #4
- K. Robert H. Down Elementary School 2016-17 Single Plan for School Achievement
- L. Forest Grove Elementary School 2016-17 Single Plan for Student Achievement
- M. Pacific Grove Middle School 2016-17 School Single Plan for Student Achievement
- N. Pacific Grove High School Single Plan for Student Achievement for 2016-17
- O. Pacific Grove Community High School Single Plan for Student Achievement 2016-2017
- P. California Interscholastic Federation (CIF) School Representatives
- Q. Third-Fifth Grade English Language Arts Adoption
- R. Special Education Para-Professional Positions for the two new classrooms for student with moderate to severe disabilities

Trustee Paff and Trustee Thibeau thanked the sites for their hard work on the SPSA's. Trustee Phillips questioned PG High School allocation for sports and mathematics, and Principal Bell clarified.

MOTION Phillips/Paff to approve consent agenda as presented.

Public comment: none

Motion CARRIED 5 – 0

IX. PUBLIC HEARING I

Public Hearing for District Budget for 2016-17

Open Public Hearing: 8:19 p.m.

Close Public Hearing: 8:48 p.m.

Assistant Superintendent Miller presented information to the Board including discussing excess reserves. The Board discussed this item including cafeteria costs, deferred maintenance, enrollment numbers, and property tax.

Public comment: none

X. PUBLIC HEARING II

Public Hearing for the Local Control Accountability Plan (LCAP)

Open Public Hearing: 8:48 p.m.

Close Public Hearing: 9:15 p.m.

Director of Curriculum Silva presented information to the Board, the Board discussed this item and thanked Director Silva for her hard work.

Public comment: none

XI. ACTION/DISCUSSION

A. Year End Budget Transfer Resolution #977

MOTION Paff/Crandell to approve the Year End Budget Transfer Resolution #977.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

B. Increase of Cafeteria Menu Prices

The Board requested this item be discussed annually.

MOTION Crandell/Swanson to approve the Increase of Cafeteria Menu Prices with annual review.

Public comment: none

Motion CARRIED 5 – 0

C. Salary Schedule Update for Director of Information and Educational Technology

MOTION Crandell/Phillips to approve the Salary Schedule Update for Director of Information and Educational Technology.

Public comment: none

Motion CARRIED 5 – 0

D. Administrative Technology Personnel Plan for Director of Educational Technology including job description

MOTION Paff/Crandell to approve the Administrative Technology Personnel Plan for Director of Educational Technology including job description.

Public comment: none

Motion CARRIED 5 – 0

E. Acceptance of Robert Down Lunch Area Project

MOTION Paff/Crandell to accept the DMC residential bid for the Robert Down Lunch Area Project.

Public comment: none

Motion CARRIED 5 – 0

F. Acceptance of Forest Grove Pick Up and Drop Off Project

MOTION Crandell/Swanson to accept the Monterey Peninsula Engineering bid for the Forest Grove Pick Up and Drop Off Project.

Public comment: none

Motion CARRIED 5 – 0

G. Approval of Measure A Education Technology Expenditures

MOTION Swanson/Phillips to approve the Measure A Education Technology Expenditures.

Public comment: none

Motion CARRIED 5 – 0

H. Approval of Amendments to the Assistant Superintendent's 2016 Contract

MOTION Phillips/Crandell to approve the Amendments to the Assistant Superintendent's 2016 Contract.

Public comment: none

Motion CARRIED 5 – 0

I. Approval of Amendments to the Superintendent's 2015-16 Contract and Compensation Adjustments

Trustee Thibeaup noted changes to the contract were normal and transparent.

MOTION Crandell/Paff to approve the Amendments to the Superintendent's 2015-16 Contract and Compensation Adjustments.

Public comment: none

Motion CARRIED 5 – 0

J. Board Calendar/Future Meetings

No action taken.

XII. INFORMATION/DISCUSSION

A. Information on Refinancing of Existing General Obligation Bonds

Assistant Superintendent Miller presented information to the Board.

Public comment: none

B. Draft Educational Technology Plan 2016-19

Instructional Technology, Data and Assessment Teacher on Special Assignment Matt Binder presented information to the Board.

MOTION Phillips/Crandell to extend the meeting until 10:30 p.m.

Public comment: none

Motion CARRIED 5 – 0

The Board discussed this item, including annual parent technology training included in the plan, which will result in the future agenda item being removed.

Public comment: none

C. Facilities Project Update

Director of Facilities and Transportation Matt Kelly presented information to the Board.

Public comment: none

D. Future Agenda Items

~~Parent Technology Education Training Options~~

California Healthy Kids Survey Follow-Up (Fall 2016)

Olivia Caine Presentation on Choir Class (Fall 2016)

Parent Technology Education Training Options will be removed as it will be covered under the Technology Plan and offered annually to parents.

The Board requested the following items be added to future agenda items:

Salary Schedules- Adult School and Substitutes (June 30)

Senior Class Projects Review

Spanish Class at Elementary Schools

XIII. ADJOURNED

10:15 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of June 2 – District Office

I. OPENED BUSINESS

- A. Called to Order 7:32 a.m.
- B. Roll Call
- | | |
|-------------------------|---------------------------------|
| President: | Trustee Thibeau |
| Clerk: | Trustee Paff |
| Trustees Present: | Trustee Phillips |
| | Trustee Swanson |
| Trustees Absent: | Trustee Crandell |
| Administration Present: | Superintendent Porras |
| | Assistant Superintendent Miller |
| Board Recorder: | Mandi Freitag |
- C. Adopted Agenda

Changes to the agenda include a revised Classified Assignment Order.

MOTION Swanson/Paff to adopt agenda as amended.

Public comment: none

Motion CARRIED 4 – 0

II. CLOSED SESSION

- A. Identified Closed Session Topics
1. Conclude Superintendent's Final Evaluation 2015-16
- B. Public comment on Closed Session Topics
- None.
- C. Adjourned to Closed Session 7:33 a.m.

III. RECONVENED IN OPEN SESSION 8:01 a.m.

- A. Reported action taken in Closed Session:
1. Conclude Superintendent's Final Evaluation 2015-16
- The Board concluded the Superintendent's final evaluation for 2015-16.
- B. Pledge of Allegiance Led By: Thibeau

IV. COMMUNICATIONS

- A. Written Communication
- Trustee Paff received a letter regarding wireless research.

Superintendent Porras received a letter from the Monterey County Office of Education regarding Robert Down School's Gold Ribbon Award.

B. Board Member Comments

Trustee Paff thanked Administrators for the graduations, great to be a part of and to watch.

Trustee Swanson said it was an incredible week of graduations, noting the Adult School graduation was moving, and said all the graduations reflect the determination in all students.

Trustee Phillips said the speeches at the PG High School graduation were some of the best in many years.

Trustee Thibeu said all the graduations were powerful, showing the breath of attention to all students; also highlighting a particular speech at the Adult School graduation where a student is now going on to Berkley. Thibeu also thanked Assistant Superintendent Miller and Trustee Phillips for allowing him to hand out specific names at the PG High School graduation.

C. Superintendent Report

Superintendent Porras noted the school year coming to a close, thanked the Administrative team for their hard work and prepping for the upcoming school year.

D. PGUSD Staff Comments (Non Agenda Items)

Director of Curriculum and Special Projects Ani Silva noted teachers have been, and will continue to meet regarding the Next Generation Science in preparation for the upcoming school year.

Pacific Grove High School Principal Matt Bell thanked the Board for attending the graduation, noting the Memory Walk for seniors to go back and visit the two elementary schools and middle school was a great event.

Assistant Principal Jason Tovani noted today was his 1 year anniversary with PGUSD, thanked the Board and Administrative team for their support.

Director of Educational Technology Matthew Binder thanked the Board for approving his recent position, expressing gratitude to the District for recognizing the need for this work, and thanked Director Silva and Director Bruce Cates who have been instrumental to his success.

Trustee Thibeu thanked Binder and Tovani for their work, proud to have them on the Administrative team.

V. **INDIVIDUALS DESIRING TO ADDRESS THE BOARD**

President of the Monterey Peninsula Soccer League Tom Moore presented two checks to Principal Bell for the PG High School soccer teams: \$4,850 for the boys team, and \$4,850 for the girls team.

VI. CONSENT AGENDA

- A. Minutes of May 19, 2016 Board Meeting
- B. Certificated Assignment Order #15
- C. Classified Assignment Order #14
- D. Acceptance of Donations
- E. Out of County or Overnight Activities
- F. Warrant Schedules No. 571 and 572
- G. Approval of Measure A Education Technology Expenditures
- H. Extended School Year Speech Therapist Contract
- I. Approval of Contract for an Independent Educational Evaluation

Revised classified assignment order.

Trustee Paff asked questions regarding transportation and buses.

MOTION Paff/Phillips to approve consent agenda as amended.

Public comment: none

Motion CARRIED 4 – 0

VII. ACTION/DISCUSSION

- A. Adoption of the 2016-17 District Budget

MOTION Phillips/Swanson to adopt the 2016-17 District Budget.

Public comment: none

Motion CARRIED 4 – 0

- B. Adoption of Local Control Accountability Plan (LCAP)

MOTION Paff/Swanson to adopt the Local Control Accountability Plan.

Public comment: none

Motion CARRIED 4 – 0

- C. First And/Or Final Read: Board Policy Placement In Mathematics Courses

Director Silva presented information to the Board. The Board discussed the mathematics pathways and assessments, and received information and clarification from Principal Bell.

MOTION Paff/Phillips to approve the final read of the Board Policy Placement in Mathematics Courses.

Public comment: none

Motion CARRIED 4 – 0

- D. Board Calendar/Future Meetings

No action taken.

VIII. INFORMATION/DISCUSSION

- A. Future Agenda Items

Salary Schedules- Adult School and Substitutes (June 30)
California Healthy Kids Survey Follow-Up (Fall 2016)
Olivia Caine Presentation on Choir Class (Fall 2016)
Senior Class Projects Review (June 30)
Spanish Class at Elementary Schools

IX. ADJOURNED

8:33 a.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

SUBJECT: Certificated Assignment Order #16

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

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #16

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 16
June 30, 2016**

APPOINTMENT/NEW HIRE:

Laura Dean, RDE, Elementary Teacher (2nd Grade), Full-time, 1.0 FTE, Column I, Step 10, effective August 8, 2016 and replacing Nancy Spade (Column placement will adjust when official transcripts are received and verified)

Alexandria Foster, PGMS Science Teacher, Full-time, 1.0 FTE, Column IV, Step 2 + MA, effective August 8, 2016 and replacing Michael Barr

Mary Quindimil, FGE, Special Education Teacher, Full-time, 1.0 FTE, Column V, Step 10, effective August 8, 2016 and replacing Sarah Gordon

Becky Goldfinch, PGHS, Special Education Teacher, Full-time, 1.0 FTE Column VI, Step 10 + MA, effective August 8, 2016 and replacing Kilene Brosseau

Balena Lominario, PGHS, English Teacher, Leadership/Activities Director, 1.0 FTE, Column IV, Step 9, effective August 8, 2016 and replacing Ken Ottmar

TEMPORARY APPOINTMENT:

Leslie Ward, FGE Elementary Job Share Teacher, Temporary, 0.20 FTE, Column V, Step 10 + MA, effective August 8, 2016 through June 2, 2017 only

Rachel Allaire, RDE Elementary Teacher (1st Grade), Temporary, Full-time, 1.0 FTE, Column I, Step 7, effective August 8, 2016 through June 2, 2017 only, replacing Juliana Dacuyan LOA (Column placement will adjust when official transcripts are received and verified)

TEMPORARY RE-APPOINTMENT:

Emily Gutierrez, PGHS, CTE Computer/Technology teacher, part-time, 0.80 FTE, Column II, Step 2, effective August 8, 2016 through June 2, 2017 only

Jennifer Erickson, PGHS, CTE Culinary Arts Teacher, Temporary, 0.80 FTE, Column III, Step 3, effective August 9, 2016 through June 2, 2017 only

Tony Payan, PGHS, CTE Sports Medicine Teacher, Temporary, 0.40 FTE, Column VI, Step 8 + Doctoral, effective August 9, 2016 through June 2, 2017 only

Matt Kelly, PGHS, CTE Art Teacher, Temporary, 0.60 FTE, Column VI, Step 22, effective August 9, 2016 through June 2, 2017 only

TEMPORARY INCREASE IN ASSIGNMENT:

Kathy Buller, PGHS Spanish Teacher, temporary increase, 0.20 FTE, effective August 9, 2016 through June 2, 2017 only

Dennis Chapin, PGMS PE Teacher, temporary increase, 0.20 FTE, effective August 9, 2016 through June 2, 2017 only

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 16
June 30, 2016**

TEMPORARY INCREASE IN ASSIGNMENT Continued:

Susan Stegge, PGMS Social Science Teacher, temporary increase, 0.20 FTE, effective August 9, 2016 through June 2, 2017 only

Dennis Rosen, PGMS AVID Teacher, temporary increase, 0.20 FTE, effective August 9, 2016 through June 2, 2017 only

ADDITIONAL ASSIGNMENT: 2016 SUMMER CURRICULUM PLANNING BENCHMARK PD, 1 day paid at the credentialed sub rate, and funded through Curriculum: Maria Miller, Jayne Lord

BIG IDEAS MATH PD, 1 day paid at the credentialed sub rate and funded through Curriculum: Isaac Rubin

NGSS, 3 days paid at the credentialed sub rate, and funded through Professional Development: Adrienne D'Amico, Amanda Mello

NGSS, 1 day paid at the credentialed sub rate, and funded through Professional Development: Marc Affifi, Natalie Pignatelli, Doug Garrett

ENGLISH, 3 days paid at the credentialed sub rate, and funded through PAR JoLynne Costales, Diana Rookstool

REQUEST FOR LEAVE through STRS REDUCED WORKLOAD:

Dave Hoffman, PGHS/Elementary Instrumental Music Teacher, 1.0 FTE requests and qualifies for a STRS Reduced Workload to 0.60 FTE, effective August 9, 2016

Nikki Klevan, FGE Elementary Teacher, TK, 1.0 FTE, requests and qualifies for a STRS Reduced Workload to 0.50 FTE, effective August 9, 2016

SUBSTITUTE:

Sally Rebecca Ebert
Chelsea Lee

RESIGNATION:

Martin Sconduto, PGHS CTE Photography Teacher, resigns effective June 3, 2016 after 6 years of employment with the Pacific Grove Unified School District

SUBJECT: Classified Assignment Order #15

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

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #15.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ORDER NO. 15
June 30, 2016**

NEW HIRE:

Margaret Rice, PGMS, Special Education Instructional Assistant, Part-time, 6 hrs./day/180 day work calendar, Range 31, Step C, effective August 10, 2016 (replaces Cheri Diehl)

Megan Munson, PGMS, Special Education Instructional Assistant, Part-time, 6 hrs./day/180 day work calendar, Range 31, Step C, effective August 10, 2016 (replaces Susan Steggy)

Natalie Brown, FGE, Special Education Instructional Assistant, Part-time, 5 hrs./day/180 day work calendar, Range 31, Step B, effective August 10, 2016 (replaces Susie Garcia)

Ryan Rodewald, FGE, Noon Duty, Part-time, 1 hr./day/180 day work calendar, Range 25, Step A, effective August 10, 2016 (replaces retiree Linda Radley)

Kelly Van Houton, District, Personnel Technician, 5 hrs./day/180 day work calendar, Confidential Range, Step B, effective August 1, 2016 (replaces Angela Lippert)

Vanessa Villapondo, District Transition Program, Paraprofessional, 6.5 hrs./day/180 day work calendar, Range 37, Step C, effective August 10, 2016 (new position)

Lori Arnaldo, PGHS, Special Education Instructional Assistant, Part-time, 6 hrs./day/180 day work calendar, Range 31, Step C, effective August 10, 2016 (replaces Ashley Hunter)

SUMMER SCHOOL APPOINTMENT, June 6, 2016-July 1 2016 only:

Employee	Position	Hours/Days	Range	Step
Cecelia Caro	Instructional Assistant, Preschool	4 hrs./day	30	B

TRANSFER:

Jennifer Fuqua, Noon Duty, transfers from FGE to RDE, 1 hr./day/ 180 day work calendar, effective August 10, 2016 (replaces retiree Marge Falknor)

Jennifer Fuqua, BASRP Recreation Attendant, transfers from FGE to RDE, 9.5 hrs./week/180 day work calendar, effective August 10, 2016 (replaces retiree Linda Radley)

CHANGE OF ASSIGNMENT:

Joanne Nolan Stewart, PGAS, from Clerk III, 4 hrs./day/11.5 month work calendar, to Clerk III, 12 hrs./week/204 day work calendar (AS Specific) includes evening differential, effective June 7, 2016

INCREASE/DECREASE IN ASSIGNMENT:

Diane Cates-Pegis, PGAS, Clerk III, increase from 4 hrs./day to 5.5 hrs./day/11.5 month work calendar, effective June 7, 2016

<p>PACIFIC GROVE UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL ORDER NO. 15 June 30, 2016</p>

Page 3 of 3

ADDITIONAL ASSIGNMENT:

Sue Ellzey, FGE, Instructional Assistant (Title 1 Program), 3 hrs./wk./180 day work calendar, Range 31, Step H, effective August 10, 2016 (replaces Chelsea Peterson)

Ron Longueira FGE, Instructional Assistant (Title 1 Program), 3 hrs./wk./180 day work calendar, Range 31, Step C, effective August 10, 2016 (replaces Chelsea Peterson)

Theresa McDaniel, FGE, Instructional Assistant (Title 1 Program), 11.25 hrs./wk./180 day work calendar, Range 31, Step F, effective August 10, 2016 (replaces Chelsea Peterson)

RESIGNATION:

Monique Barr, PGHS, Instructional Assistant (Special Education), resigns after 11.25 years of successful employment with the Pacific Grove Unified School District, effective June 24, 2016

Michael Barr, PGMS, Custodian I, resigns after 7 years of successful employment with the Pacific Grove Unified School District, effective July 29, 2016

SUBJECT: Acceptance of Donations

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

RECOMMENDATION:

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

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

SaveMart

\$301.35 (undesignated)

SaveMart

\$57 (undesignated)

Pacific Grove Middle School

Matthew Binder

\$100 (Garden Habitat)

M/M Von Giese

\$100 (Garden Habitat)

Target

\$75.40 (undesignated)

Mariana Petruresco

\$40 (music)

Pacific Grove High School

L. Griffiths

\$50 (culinary class)

M/M Morgan

\$50 (culinary class)

Rosemary Wells

HP Office Jet printer (value \$100)

Target

\$201.50 (undesignated)

Target

\$200 (undesignated)

Wells Fargo

\$115.38 (V. Michael class)

Wells Fargo

\$134.61 (V. Michael class)

Museum Foundation

\$415 (undesignated)

Pacific Grove Community High School

Target

\$25 (undesignated)

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

None

Pacific Grove Unified School District

Monterey Peninsula Soccer League

Set of soccer goals for HS Stadium (value undisclosed)

Ref: Donations

SUBJECT: Out of County or Overnight Activities

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**OUT-OF-COUNTY OR OVERNIGHT ACTIVITIES**

<u>DATE</u>	<u>STUDENTS/CLASS</u>			
<u>DESTINATION</u>	<u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
November 25 –December 3 Washington, DC	PGHS Close-Up Trip	Air	\$1,920	Close-Up Acct, 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-COUNTY, OUT-OF-STATE, OR OVERNIGHT ACTIVITIES. THE REQUEST MUST BE APPROVED BY THE BOARD PRIOR TO THE EVENT, THEREFORE THE REQUEST MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT

Date of Activity NOV 25, 2016 - DEC 3 Day of Activity FRIDAY to SATURDAY

Place of Activity WASHINGTON DC 2016 & WILLIAMSBURG

School PACIFIC GROVE HIGH SCHOOL Grade Level 10-12

School Departure Time N/A AM PM

Pickup Time From Place of Activity N/A AM PM

Name of Employee Accompanying Students Lauralee Garna

Number of Adults 3 Number of Students 10 APPROX

Class or Club CLOSE-UP

Description of Activity STUDY TRIP TO WASHINGTON DC

Education Objective to get a first hand look at how government works

List All Stops SFO - DULLES / DULLES TO SFO

Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
() Charter () Auto* () Walk (X) Other** AIR

*#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 \$ 1920.00 APPROX

4. Cost of Transportation \$ included
Total Cost (Activity + Transportation) \$ 1920.00

5. Fund to be Charged for all activity expenses: (X) Acct. Code WELLS FARGO ASB / CLOSE UP ACCOUNT
(X) Students
(X) Other DONATIONS

6. Requested By Lauralee Garna / Lauralee Garna Date 6-1-16
Employee's Signature AND Printed Name (Employee accompanying students on activity)

7. Recommend Approval [Signature] Date 6/2/16
Principal's Signature

Transportation Department/District Office Use Only

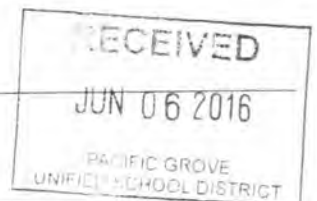
Bus(s) () Available () Not Available Date Received

Cost Estimate \$

Approved By Date

Approved By [Signature] Transportation Supervisor Date 6/7/16
Assistant Superintendent

Date of Board Approval June 30, 2016



Updated 12/15/15

SUBJECT: Quarterly Report on Williams Uniform Complaints

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

For the fourth quarter of the 2015/16 academic year, there were no incidents or complaints filed against any of the criteria: Therefore, it is acknowledged that

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

FISCAL IMPACT:

None.

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Pacific Grove Unified School District

☒

Person completing this form: Mandi Freitag Title: Executive Assistant

Quarterly Report Submission Date: ☐ October 2015
(Please check one) ☐ January 2016

☐ April 2016

☒ July 2016

Date for information to be reported publicly at governing board meeting: June 30, 2016

Please check the box that applies:

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

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

Ralph Gómez Porras

Print Name of District Superintendent



Signature of District Superintendent

June 30, 2016

Date

SUBJECT: Approval of Measure A Education Technology Expenditures

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services and Bruce Cates, Director of Technology

RECOMMENDATION:

The District Administration recommends that the Board review and approve Measure A Education Technology Bond expenditures.

BACKGROUND:

On November 4, 2014, the voters with the Pacific Grove Unified School District approved an \$18 million General Obligation Bond to be used for Education Technology. Each property may be charged a maximum of \$17.96 per \$100,000 of assessed valuation over 18 years. Measure A was approved by voters with 59.79% of the vote.

The bond measure will improve technology by:

- Increasing student access to computers.
- Upgrading educational software in every classroom.
- Implementing a multiyear, District-wide educational technology plan.
- Improving classroom and campus security systems.
- Installing student performance assessment software for statewide testing/learning requirements.

The bond funds will be released in six separate series, approximately \$3 million every three years, over a period of 18 years. The first issuance, Series A, was released in the 2014-15 fiscal year for \$2,328,234. As the assessed valuations of the properties within the District increase, the maximum allowable funding for each series will also increase. The second issuance, Series B, is expected to be released in February, 2017.

INFORMATION:

Please see the attached spreadsheet which is a current list of Measure A expenditures that are awaiting Board approval. These costs are estimated and may vary slightly due to variations in tax and shipping costs. A second spreadsheet is also attached which is a list of items that have already been purchased from Measure A.

FISCAL IMPACT:

\$52,316 of equipment and/or software to be purchased from Fund 21

Measure A - Requests 063016 Board Meeting

	Item	Request	Site(s)	Qty	Est. Cost Incl. Tax; S/H	Item Total
1	Read and Write Extension by Text Help	June '16 List	SPED:Gr3-12+ Read/Write	1,575	2	2,634
2	Teacher Laptop	June '16 List	SPED:RHD, Mod/Sev	1	1,521	1,521
3	iPads	June '16 List	SPED:RHD, Mod/Sev	6	571	3,424
4	iPad Protective case	June '16 List	SPED:RHD, Mod/Sev	6	46	274
5	Student Computer that is touch screen	June '16 List	SPED:RHD, Mod/Sev	2	2,173	4,345
6	Teacher Laptop	June '16 List	SPED:MS Mod/Sev	1	1,521	1,521
7	iPad	June '16 List	SPED:MS Mod/Sev	10	542	5,420
8	iPad Protective case	June '16 List	SPED:MS Mod/Sev	10	43	434
9	Student Computer that is touch screen	June '16 List	SPED:MS Mod/Sev	2	2,173	4,345
10	laptop	June '16 List	SPED:RHD OT	1	1,521	1,521
11	laptop	June '16 List	SPED:RHD SLP	1	1,521	1,521
12	laptop	June '16 List	SPED:BCBA	1	1,521	1,521
13	laptop	June '16 List	SPED:PT	1	1,521	1,521
14	Unique Learning Systems- News 2 U	June '16 List	SPED:Mod/Sev Pre K	1	520	520
15	Unique Learning Systems- News 2 U	June '16 List	SPED:Mod/Sev Elem	1	520	520
16	Unique Learning Systems- News 2 U	June '16 List	SPED:Mod/Sev MS	1	520	520
17	Unique Learning Systems- News 2 U	June '16 List	SPED:Mod/Sev Transition	1	520	520
18	Teacher Laptop	June '16 List	SPED:MS SDC	1	1,521	1,521
19	LCD Projector	June '16 List	SPED:RD Mod/Sev	1	800	800
20	LCD Projector	June '16 List	SPED:MS Mod/Sev	1	800	800
21	Projector Screen	June '16 List	SPED:RD Mod/Sev	1	684	684
22	SumDog Math Site License	June '16 List	FG	1	1,520	1,520
23	TCI Online History Subscription (add Students)	June '16 List	MS	25	23	575
24	B&W Printer	June '16 List	MS	1	112	112
25	New Tchr Computer	June '16 List	MS	1	1,824	1,824
26	Network Room Switch	June '16 List	AE	2	217	434
27	Daylight Projector	June '16 List	AE	1	1,970	1,970
28	Aleks Subscriptions	June '16 List	CH	20	86	1,710
29	GoGuardian Chromebook Management Syste	June '16 List	District	1	7,850	7,850
30	Nearpod digital content platform	June '16 List	District	2	216	433
					TOTAL-->	52,316

Pacific Grove Unified School District

Measure A - Ed Tech Bond

Series A			2014-15	2015-16	2016-17	Total
Beginning Fund Balance			2,328,234	1,424,194	52,325	2,328,234
Measure A Expenditures:						
1	SRI & SMI Curriculum	Scholastic	21,887			21,887
2	Projectors	Compview	4,038	7,897		11,934
3	Tech supplies	Grainger	559			559
4	Headsets for SBAC	Insight	19,944	8,636		28,579
5	Microsoft Licenses	SHI	41,872	37,786		79,658
6	Network Ports	Cxtec	558	2,343		2,901
7	Fingerprint Scanner	Biometrics	5,585			5,585
8	Replacement CPU	Dell	1,516	5,687		7,203
9	Chromebooks	HP-SHI	463,056	201,178		664,234
10	Chromebook Cabinets	Datum & MCOE	50,839	31,594		82,434
11	Wifi Transmitters & Antennae	Carousel	42,347	18,826		61,173
12	Chromebook security carts	Portola	8,752			8,752
13	Computer replacements	Dell	34,922	112,335		147,257
14	Student Union Equipment	Trinity	5,283			5,283
15	License for Certify	Certica	3,055	4,064		7,119
16	School Messenger	Reliance	8,770			8,770
17	Ed Tech Survey	DS&C	20,000			20,000
18	School Dude Software	School Dude	9,424			9,424
19	Ed Tech Financial Advisor	DS&C	146,514	1,156		147,669
20	Security Camera Project	Trinity	15,120	245,821		260,941
21	Software	YoYo		1,200		1,200
22	Servers	Firefly		22,453		22,453
23	Read 180	Scholastic & Houghton Mifflin		33,441		33,441
24	Memory Upgrade	Lifetime Memory Products		610		610
25	Software	Pixologic & Teachers Curriculum		33,271		33,271
26	Graphing Calculators	Bach		28,481		28,481
27	Robotics	Lego		7,401		7,401
28	MS Math	Think Through Learning		23,490		23,490
29	Curriculum Licenses & Training	Curriculum Associates		30,544		30,544
30	Math 180	Houghton-Mifflin		121,796		121,796
31	Apple iMacs	Apple		120,627		120,627
32	EL software	Brain Pop & Burlington		8,570		8,570
33	MS Big Ideas Math	Houghton-Mifflin		3,500		3,500
34	Apple Apps	Apple		2,000		2,000
35	HS Foreign Language	Vista		4,201		4,201
36	HS Media Tech	Adafruit		660		660
37	Audio Devices	Hearing & Communication		5,234		5,234
38	RD Bluetooth Speakers	Costco		424		424
39	Read Naturally	Read Naturally		3,998		3,998
40	Starfall Software	Starfall		810		810
41	Launch Pad Licenses	Class Link		13,736		13,736
42	Math site licenses	McGraw Hill		900		900
43	Learning A-Z licenses	Learning A-Z		4,437		4,437
44	Turnitin licenses	Turnitin		6,153		6,153
45	Wireless Boards	Trinity		7,360		7,360
46	Equipment	Amazon		2,620		2,620
47	Equipment	Kano Computing Limited		2,476		2,476

Series A			2014-15	2015-16	2016-17	Total
48	Equipment	Mio Global		9,701		9,701
49	Reading Counts!	Houghton-Mifflin		641		641
50	Equipment for CHS and Adult Ed	B&H Photo Video		2,377		2,377
51	Equipment for CHS	Davis Instruments		1,794		1,794
52	Equipment for Adult Ed	School Outfitters		618		618
53	Equipment for Middle School	Vernier		304		304
54	Printers and Misc Equipment	Office Depot / Staples		5,798		5,798
55	Type to Learn	Sunburst Digital		2,200		2,200
56	Software Licenses	Hula Networks		12,597		12,597
57	Biodex machine	Biodex Medical Systems		6,564		6,564
58	Software	Safari Montage		2,770		2,770
59	Software	Learning Ally		4,200		4,200
60	Telephone System Forest Grove	Mavericks/Trinity		24,756		24,756
61	Telephone System District Office	Mavericks		14,750		14,750
62	FG - Renaissance Learning	Renaissance Learning		5,824		5,824
63	ISP Services & Registration	School Mint		24,930		24,930
64	iMacs for Middle School	Apple		5,968		5,968
65	Document Camera for Middle School	Touchboards		1,462		1,462
66	Computers for CHS	Apple		2,270		2,270
67	Redmike for FG	Lightspeed Tech		5,171		5,171
68	MS Microscopes w/cameras	Amazon		3,003		3,003
69	Equipment for Adult School	Apple		9,315		9,315
70	Apple iPads for Curriculum	Apple		1,155		1,155
71	LED TVs for MS	Amazon		1,791		1,791
72	Equipment for FG	Amazon		1,583		1,583
73	Equipment for CHS	Amazon		1,369		1,369
74	Equipment for RD	Office Depot		851		851
75	Equipment for MS	Academic Superstore		1,146		1,146
76	Equipment for CHS	Maker Bot		3,001		3,001
77						-
78	Encumbered Items (not yet purchased)			46,248		46,248
Total Expended			904,040	1,371,869	-	2,275,909
Ending Fund Balance			1,424,194	52,325	52,325	52,325

On November 4, 2014, the voters within the Pacific Grove Unified School District approved an \$18 million GO Bond, charging \$17.96 per \$100,000 of Assessed Valuation over 18 years. Measure A passed with 59.79% of the vote. The bond measure will improve technology by:

- Increasing student access to computers, upgrading educational software in every classroom, implementing a multiyear District-wide educational technology plan, improving classroom and campus security systems, and installing student performance assessment software for statewide testing/learning requirements.

SUBJECT: Agreement for Legal Services, 2016-17

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2016-17.

BACKGROUND:

Lozano Smith has been the District's legal counsel for several years, assisting with general and special education matters. The most recent rate increase was in 2013-14.

INFORMATION:

The agreement for 2016-7 school year contains no rate changes.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2016, between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

I. **ENGAGEMENT.** Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

II. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement). Client may choose to pre-pay for legal services. If Client elects to pre-pay, any amount of pre-payment will be held in trust by Attorney. Attorney will thereafter charge Client at 95% of the hourly professional rates on the attached rate schedule, reflecting a 5% discount, with such charges applying against the pre-paid amount on deposit until that amount is exhausted, at which point the hourly professional rates will be charged at 100% of the hourly professional rates on the attached rate schedule. The pre-payment and 5% discount do not apply to costs and expenses.

III. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

IV. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

V. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

VI. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

VII. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

VIII. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

IX. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

X. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

XI. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

XII. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

XIII. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

XIV. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

XV. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

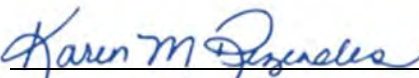
XVI. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

PACIFIC GROVE UNIFIED SCHOOL
DISTRICT

LOZANO SMITH, LLP

Ralph Gomez Porras, Ed.D. Date
Superintendent

 _____ June 1, 2016
Karen M. Rezendes Date
Managing Partner



PROFESSIONAL RATE SCHEDULE
FOR PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(Effective July 1, 2016)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner / Senior Counsel / Of Counsel	\$ 260 - \$ 295 per hour
Associate	\$ 200 - \$ 260 per hour
Paralegal / Law Clerk	\$ 135 - \$ 150 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

SUBJECT: California School Board Association Membership

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2016-17 in the amount of \$7,065.00.

BACKGROUND:

In the 2012 – 2013 school year, due to the negative financial impact and reduced need for California School Boards Association services, the PGUSD Trustees voted to discontinue membership in that association. In 2013-14 school year the PGUSD Trustees voted to re-engage services with CSBA so that the Board could access the benefits of the annual conference and new designed trainings associated with board governance, the new California Common Core Standards and other policy services.

INFORMATION:

Benefits of Membership

As the only statewide organization representing the local school governance perspective, the California School Boards Association provides resources to help fulfill the complex roles. CSBA provides a wide range of advocacy, leadership development, policy, information, financial and other support services.

CSBA's range of critical services includes but is not limited to:

- Legislative Advocacy
- Communications
- Policy and Programs
- Policy Services and Governance Technology Services
- Education Legal Alliance
- Leadership Development
- Governance Consulting
- Financial and District Services

Membership in CSBA gives board members and administrators access to the resources that help them fulfill their complex governance and leadership roles and ensure high levels of student achievement.

FISCAL IMPACT:

Membership for California School Board Association dues for 2016-17 in the amount of \$7,065.00.



May 2, 2016

Superintendent and Board President
Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA, 93950-4900

Dear Superintendent and Board President,

Thank you for your continued membership in CSBA. A 2016-17 dues invoice is enclosed.

Members like you are the backbone of CSBA and vitally important to the future of public education. As dedicated school governance leaders, you're committed to ensuring student achievement and success. CSBA proudly shares your dedication and commitment by providing the comprehensive services and support you need to provide a high-quality education for your students. Also enclosed is a snapshot of what CSBA accomplished for its members in 2015-16.

More than 96 percent of California's school districts and county offices of education count on CSBA's wide range of services and programs, including legislative and legal advocacy, leadership development, board policy development and maintenance, policy research and guidance, media and community relations, and district services and financial programs. For in-depth information about all of our services and programs, visit www.csba.org.

CSBA is your organization! Contact us with your member needs at (800) 266-3382 or csba@csba.org. For reference, you are in CSBA Region 9. The CSBA Director providing leadership and support in your region is Tami Gunther of the Atascadero USD.

Your continued membership in CSBA affirms a commitment to joining with other districts and COEs in enabling the association to provide the best services and support for you, your students and your schools. Again, thank you for your dedication and continuing service to your community.

Sincerely,

Chris Ungar
CSBA President

Enclosures



California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-26024-B0H8K0 4/29/2016

Bill To:

Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

Ship To:

Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (7/1/2016-6/30/2017) *	\$7,065.00	1.00	\$7,065.00	
ELA	ELA Membership (7/1/2016-6/30/2017)	\$1,766.00	1.00	\$1,766.00	
IMPORTANT NOTICE: Effective May 1, 2016, CSBA will no longer accept purchase orders for open invoices or reservations.					
* \$4 of your CSBA annual membership dues is used to pay for a subscription to California School News for each board member and superintendent					
* \$2 of your CSBA annual membership dues is used to pay for a subscription to California School magazine for each board member and superintendent					

OK TO PAY? _____

Total Invoice: \$8,831.00

Total Paid: \$0.00

Balance Due: \$8,831.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100588	INV-26024-B0H8K0	04/29/2016		\$8,831.00

Make checks payable to:

California School Boards Association
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

SUBJECT: Approval of California School Board Association GAMUT Online Service Agreement

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2016-17 in the amount of \$2,160.00.

INFORMATION:

Benefits of GAMUT Online include providing Pacific Grove Unified School District with a web-based policy information service, incorporating the complete CSBA Policy Update Reference Manual- more than 800 sample policies, regulations and exhibits- with links to related resources.

FISCAL IMPACT:

GAMUT Online Service Agreement due for 2016-17 in the amount of \$2,160.00.



California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-27334-F4L0P5 5/16/2016

Bill To:

Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

Ship To:

Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GOL	Gamut Online (7/1/2016-6/30/2017)	\$2,160.00	1.00	\$2,160.00	Net 30
IMPORTANT NOTICE: Effective May 1, 2016, CSBA will no longer accept purchase orders for open invoices or reservations.					

Total Invoice: \$2,160.00**Total Paid:** \$0.00**Balance Due:** \$2,160.00

OK TO PAY? _____



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100588	INV-27334-F4L0P5	05/16/2016	Net 30	\$2,160.00

Make checks payable to:

California School Boards Association
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT

This GAMUT Online Service Agreement ("Agreement") is entered into between Pacific Grove Unified School District ("District") and the California School Boards Association, West Sacramento, California ("CSBA").

I. PURPOSE

The purpose of this Agreement is to provide GAMUT Online service.

II. CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA. Districts wishing to access their manual online must also subscribe to the CSBA Manual Maintenance Plus service which is a separate and independent fee.

III. SERVICES AND RESPONSIBILITIES

A. CSBA shall:

1. Provide District with a Web-based policy information service, incorporating the complete CSBA Policy Update Reference Manual containing sample policies, regulations and exhibits with links to related resources. Content is updated on an ongoing basis.
2. Provide access to the District's policy manual when the District is also a member of the CSBA Manual Maintenance Plus service. District policies will include links to related resources.
3. Update District manual based on District's submission to CSBA. Provide email notification of policy updates to persons designated by District to receive notifications.
4. Provide District with needed user accounts as requested by designated district contact person.

B. District shall:

1. Comply with the GAMUT End User License Agreement.
2. Provide CSBA with a contact person through whom user accounts for the district will be established.

CSBA GAMUT ONLINE SERVICE AGREEMENT
PAGE TWO

IV. FEES, FEE PAYMENT SCHEDULE

In consideration for the services provided by CSBA under III.A.1-4 of this Agreement, District shall pay to CSBA the annual fee of \$2,160.00. Thereafter, District shall pay the annual fee for each subsequent fiscal year as set forth in the renewal notice provided by CSBA to District. The annual fee shall be due and payable on July 1 of each subsequent fiscal year. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services under this Agreement.

V. TERM

This Agreement shall remain in effect and be deemed automatically renewed effective July 1 of each fiscal year unless terminated by either District or CSBA in a written notice delivered to the other party at least thirty (30) days prior to July 1 of such fiscal year. In the event District fails to maintain its membership in CSBA or to pay the annual fees described in IV above, CSBA shall have no obligation to perform services under this Agreement.

VI. OFFICIAL REPRESENTATIVES

All notices by CSBA or District shall be mailed, delivered or transmitted to the following addresses and fax numbers, unless otherwise agreed in writing:

CSBA

Policy Services
 California School Boards Association
 3251 Beacon Blvd.
 West Sacramento, California 95691
 (916) 371-4691
 (916) 371-3407 or (916) 371-6807 Fax

SCHOOL DISTRICT

Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 (831) 646-6510
 (831) 646-6500 Fax

CSBA GAMUT ONLINE SERVICE AGREEMENT
PAGE THREE

VII. MISCELLANEOUS

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements written or oral. No modifications of this Agreement shall be valid or enforceable unless such modification is in writing and signed by the party to be bound.

California School Boards Association

Pacific Grove USD

 Robert J. Tuerck

 Name of Official

Director, Policy Development
& Maintenance Services

 Title of Official

 Date

 Date

Please sign both copies of this agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Member Services, 3251 Beacon Blvd, P.O. Box 1660, West Sacramento, California 95691.

SUBJECT: Monterey Bay Charter School Lease Revision #11

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends approval of Revision #11 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2017.

BACKGROUND:

Beginning in 2001, the District began leasing space at the David Avenue School to the Monterey Bay Charter School. Since then, there have been several revisions to the lease, either for additional space, increasing the lease rate, or extension of the term of the lease. The current lease expires June 30, 2016.

Under Lease Revision #8, the Charter School increased its classroom space by adding the entire D Wing (4,800 square feet). At that time, the District cleaned and painted rooms, replaced broken windows, carpeting and lighting, and added electrical outlets as needed.

Under Lease Revision #9, the Charter School increased space by adding the Multi-purpose Room (1,692 square feet, Total now 17,897 sf).

Under Lease Revision #10, the Charter School increased space by adding the storage room in the Multi-purpose Room (327 sf, total now 18,224 sf).

INFORMATION:

The District currently charges monthly rent of \$0.895 per square foot for 18,224 square feet, for a total of \$195,726 per year in revenue.

At this time the District is recommending:

1) increasing to the lease rate 2.00% (from \$0.895 per square foot to \$0.913 per square foot), and

2) adding Room E-4, which is 926 square feet, for a total of 19,150 sf.

This will result in lease revenue of \$209,807 per year. This is an increase of \$14,082 per year.

All of the lease revenue from the David Avenue Campus goes into the Capital Projects Fund (Fund 40).

FISCAL IMPACT:

\$209,807 per year in revenue for Fund 40.

Revision #11
Of Lease Agreement Between
Pacific Grove Unified School District
And
Monterey Bay Charter School

This document revises language contained within the agreement of April 5, 2001, as revised by:

Revision #1 of August 9, 2002 (B-Wing 6,000 sf, C-Wing 4,445 sf, E-3 960 sf = total 11,405 sf)

Revision #2 of September 24, 2002

Revision #3 of February 16, 2006

Revision #4 of May 19, 2006

Revision #5 of August 6, 2009

Revision #6 of August 10, 2010 (remove C-Wing restrooms and add B-Wing restrooms)

Revision #7 of May 17, 2012 (add D-Wing 4,800 sf = total 16,205 sf)

Revision #8 of May, 2013 (increase rent to \$0.812 per sf)

Revision #9 of May 8, 2014 (increase rent to \$0.853 per sf and add MPR 1,692 sf. New Total = 17,897 sf)

Revision #10 of May 21, 2015 (inc rent to \$0.895 per sf and add 327 sf storage room. Total 18,224 sf)

Revision #11:

- 1) Article 4 RENT: All rents shall be increased by 2.00% to reflect monthly rent of \$0.913 per sf.
- 2) Add Room E-4, 926 Square Feet (New Total = 19,150 sf)
- 3) All other provisions of the April 5, 2001 agreement remain unchanged by the language of this revision.

Agreed to by:

Lessor: **Pacific Grove Unified School District**

By: _____

Name: Rick Miller

Title: Assistant Superintendent

Date: _____

Lessee: **Monterey Bay Charter School**

By: _____

Name: Cassandra Gallup Bridge

Title: Director

Date: _____

SUBJECT: Special Education Contracts for 2016-2017

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

RECOMMENDATION:

It is recommended that the Board approve this list of contract for services in the amount of \$907,612

BACKGROUND:

Students with special needs often require services beyond those which are provided through the district's program and personnel. This requires the district to enter into contracts with outside providers to make these additional services available.

INFORMATION:

The following contracts for the 2016-2017 school year are attached:

*Central Coast Kids and Families	\$715,357
**Monterey Peninsula Unified School District	\$132,000
F.A.S.T. Interpreters for all Languages	\$6,000
Community Health Services	\$13,255
SNS Sign Language Interpreter	\$3,000
MCOE Physical Therapist-.20 (mileage,indirect cost incl)	\$28,000
***MPUSD Adaptive PE Teacher-.10	\$10,000

*CCKF contract will be decreased once a more accurate analysis of need is completed.

**The MPUSD master contract has not been received for the 16/17 school year. This projection is based on individual service agreements for 3 students based on 15/16 rates.

*** MPUSD has not yet provided a contract for providing a 1.0 APE teacher.

FISCAL IMPACT:

Funds for these contracts will be built into the 2016/17 Student Services budget.

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

This contract is an agreement between the Pacific Grove Unified School District and

Central Coast Kids and Families for services rendered as specified below.

1. Scope of Service:

One to One aide support to students with disabilities provided as needed throughout the school day as per IEP team decisions.

2. Expected outcome(s)

Students with disabilities will be provided one to one aide support when needed during the school day for instructional, behavioral, medical, and supervisory support.

3. Dates of Service:

August 10, 2016-June 30, 2017

4. Financial Arrangements:

CCKF aides will be provided on all campuses in accordance with students' IEPs for 220 days including extended school year, 7 hours a day for a projected \$715,357.

School Funding Source: 01-0000-0-1110-3140-580000-000-5410-075

Consultant: Central Coast Kids and Families

Address: 1245 10th Street, Monterey, CA 93940

Signed _____ Date _____

District Employee

Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

Contracted work was not assigned using District's normal employment recruitment process.

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 9/05

Contract for Services Criteria

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

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

District/Site Administrator

Date

	16 days	21 days	16 days	18 days	16 days	18 days	16 days	23 days	15 days	22 Days
	Aug. 2016	Sept. 2016	Oct. 2016	Nov. 2016	Dec. 2016	Jan. 2017	Feb. 2017	Mar. 2017	Apr. 2017	May-17
SITE/Student										
RDE-3	\$11,016.00	\$14,458.50	\$11,016.00	\$12,393.00	\$11,016.00	\$12,393.00	\$10,327.50	\$15,835.50	\$10,327.50	\$15,147.00
FG-4	\$14,688.00	\$19,278.00	\$14,688.00	\$16,524.00	\$14,688.00	\$16,524.00	\$13,770.00	\$21,114.00	\$13,770.00	\$20,196.00
PGMS-6	\$22,032.00	\$28,917.00	\$22,032.00	\$24,786.00	\$22,032.00	\$24,786.00	\$20,655.00	\$31,668.00	\$20,655.00	\$30,294.00
ATP-2	\$7,344.00	\$9,639.00	\$7,344.00	\$8,262.00	\$7,344.00	\$8,262.00	\$6,885.00	\$10,557.00	\$6,885.00	\$10,098.00
Los A.-1	\$3,672.00	\$4,819.50	\$3,672.00	\$4,131.00	\$3,672.00	\$4,131.00	\$3,442.50	\$5,278.50	\$3,442.50	\$5,049.00
Budgeted	\$58,752.00	\$77,112.00	\$58,752.00	\$66,096.00	\$58,752.00	\$66,096.00	\$55,080.00	\$84,453.00	\$55,080.00	\$80,784.00
Actuals										
Diff										
Staff cost										

20 Days	
FSY 2017	
\$10,200.00	\$134,130.00
\$13,600.00	\$178,840.00
\$20,400.00	\$268,257.00
\$6,800.00	\$89,420.00
\$3,400.00	\$44,710.00
\$54,400.00	\$715,357.00
	\$0.00

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

This contract is an agreement between the Pacific Grove Unified School District and
F. A. S. T. Services for services rendered as specified below.

1. **Scope of Service:**

To provide translation services to parents and guardians in languages other than English.

2. **Evaluation and/or expected outcome(s):** Parents speaking languages other than English will have a thorough understanding of the school community, their child's academic progress, and the special education program and process, and will be able to participate in IEP meetings.

3. **Length of the Contract:**

Service is to be provided on the following date(s): July 1, 2016-June 30, 2017

4. **Financial Consideration:**

Consultant to be paid at the rate of:

\$90.00/hr for Spanish, \$130-\$150.00 other languages, with a 2 hr. minimum assignment plus the IRS mileage reimbursement rate if traveling from out of the area.

Not to exceed \$6,000.00

School Funding Source: 01-6500-0-5750-1180-5800-00-000-2375-0740

Consultant: F.A.S.T. Services

Address: 115 Capitol Street, Salinas, CA 93901

Signed _____ Date _____
☐ District Employee ☐ Independent Consultant *

Signed _____ Date _____
 Site/Program Administrator – (Check appropriate box below)

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

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

Signed _____ Date _____
 Director of Human Resources

Signed _____ Date _____
 Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 06/12

Contract for Services Criteria

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

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

District/Site Administrator

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Consent Agenda Item M

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

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

1. **Scope of Service:**

To provide group and individual counseling to students at PGHS, PGCHS and PGMS

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

Students will receive counseling services based on referrals from parents, teachers, school counselors, administrators, and requests from students themselves.

3. **Length of the Contract:**

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

August 10, 2016-June 2, 2017

4. **Financial Consideration:**

Consultant to be paid at the rate of: \$30.00 per hour for 441 hours
not to exceed a total of \$13,255.00

School Funding Sources:

01-0000-0-1110-3110-5800-00-000-5300-0750	\$3,000
01-0000-0-1110-1000-5800-00-000-4969-0720	\$6,360
01-0000-0-0000-7110-5300-00-000-6100-0720	\$3,895

Consultant: Community Human Services

Address: P. O. Box 3076, Monterey, CA 93940

Signed _____ Date _____
☐ District Employee ☐ Independent Consultant *

Signed _____ Date _____
Site/Program Administrator – (Check appropriate box below)

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

☐ Contracted work was not assigned using District's normal employment recruitment process.

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 06/12

Contract for Services Criteria

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

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

District/Site Administrator

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**435 Hillcrest Avenue****Pacific Grove, CA 93950****CONTRACT FOR SERVICES**(To be used for provision of services involving **no** potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and

Sharon Neumann Solos, MA, CSC, SC:L for services rendered as specified below.

1. **Scope of Service:**
Provide sign language interpretation for student who is deaf during testing, IEP meetings, and meetings as needed, and provide interpretation for parent who is deaf to support full participation in their child's education.
2. **Expected outcome(s)**
School district will be in compliance with the Americans With Disabilities Act and provide the needed support for individuals with disabilities who require sign language interpretation.
3. **Dates of Service:**
July 1, 2016-June 30, 2017 as needed
4. **Financial Arrangements:**
\$250.00 an hour for a maximum of 12 hours, total financial impact \$3,000

School Funding Source: 01-0000-0-1110-3140-580000-000-5410-075

Consultant: SNS InterpretingAddress: 1184 Arroyo Dr., Pebble Beach, CA 93953Signed _____ Date _____
District Employee Independent Consultant *Signed _____ Date _____
Site/Program Administrator – (Check appropriate box below)

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

Contracted work was not assigned using District's normal employment recruitment process.
Attached Criteria Page (REQUIRED) identifies reason.Signed _____ Date _____
Director of Human ResourcesSigned _____ Date _____
Asst. Supt./Supt.**ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.*****Independent Consultant** must sign and submit a W-9 to District prior to providing service.

Revised 9/05

Contract for Services Criteria

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

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

District/Site Administrator

Date



Monterey County Office of Education

Dr. Nancy Kotowski
County Superintendent of Schools

June 17, 2016

Clare,

Enclosed is the district agreement for Physical Therapy services for the 2016 – 2017 school year. Please sign all three copies of the agreement, insert the budget code and return to me in the enclosed envelope. Upon receipt of signed documents, they will be processed through the Monterey County Office of Education Business Office. Authorization will then be given to the appropriate MCOE staff to commence services starting 8/1/2016.

If you have any questions, please contact me.

Thank you,

Sue Thornton
Resource Specialist II
Monterey County Office of Education, Special Education
901 Blanco Circle
Salinas, CA 93901
Desk 831 755-0500 ext 432
Email: sthornto@monterey.k12.ca.us

AGREEMENT BETWEEN MONTEREY COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION DIVISION
AND THE
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

This AGREEMENT is entered into effect August 1, 2016 by and between the Monterey County Office of Education Division, hereinafter referred to as "MCOE", and Pacific Grove Unified School District for the purpose of providing **SPECIAL EDUCATION SERVICES** for Pacific Grove Unified School District

WHEREAS, MCOE is able and willing to provide these services, contingent on staff and program availability, and

WHEREAS, the local education agency requests MCOE to provide such services,

NOW, THEREFORE, the MCOE and the local education agency agree and understand as follows:

1. The MCOE shall provide the following, contingent upon staff and program availability:

Service

Physical Therapy Assessments and Services

2. The local education agency will be charged through a quarterly fund transfer for 20% of the cost of the position plus mileage and indirect cost.

Total Annual Estimated Cost $\$78.00 \times 8 \text{ hours} \times 195 \text{ days} = \$123,552.00$

Mileage will be based on actual mileage at the state approved rate.

Indirect Cost will be based on the state approved rate – 10.74%

Please indicate below the budget you would like MCOE to use in processing the fund transfer.

3. This agreement shall be effective upon its ratification by the local education agency and its execution by MCOE. All contracts must be renewed annually on or prior to July 1st each year.

Mariphil Romanow-Cole
Assistant Superintendent
Special Education Division

Date

Local Education Agency
Clare Davies
Director of Student Services

Date

Garry Bousum
Associate Superintendent
Finance & Business
Services Division

Date

SUBJECT: Memorandum of Understanding between Pacific Grove USD and Carmel USD for the placement of special education students in classrooms for students with moderate to severe disabilities

PERSON RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

It is recommended that the Board approve the Memorandum of Understanding between PGUSD and CUSD for the placement of students with disabilities in classrooms for students with moderate to severe disabilities.

BACKGROUND:

Carmel Unified School District has formerly placed students via MOUs with the Monterey County Office of Education (MCOE) and the Monterey Peninsula Unified School District (MPUSD). Carmel would like to expand placement options for their students with moderate to severe disabilities to include special classes in PGUSD.

INFORMATION:

The MOU is attached for School Board review and approval. The Special Education Local Planning Association (SELPA) provided the template to create the formal agreement between the two school districts. This template is used for districts that operate regionalized operation of special education programs for many districts and it is used for districts that wish to enter into a cooperative agreement with only one other district.

By entering into this MOU with CUSD, we will create economy of scale and offset the cost of operating our special classes. The acceptance of individual students will be on a case by case basis and require renewal every school year. Students are placed through the IEP process and do not require inter-district transfer paperwork.

An Individual Service Agreement (ISA) is created for each student placed in our special classes. The ISA will detail the cost of tuition and related services (OT, Speech) for the school year and for Extended School Year (ESY). If a student requires a one to one aide and/or bus rider, CUSD will be responsible to provide the personnel directly. CUSD will provide bus transportation for their students.

FISCAL IMPACT:

Projected Revenue:

Tuition per student (school year)	\$40,000 pro-rated by days of enrollment
Tuition per student (ESY)	\$ 4,212
Speech and Language Services	\$90.00 an hour
Occupational Therapy Services	\$90.00 an hour
Physical Therapy Services	\$90.00 an hour
BCBA Services	\$90.00 an hour



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Pacific Grove Unified School District, hereinafter referred to as LEA of operation, and the Carmel Unified School District, hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning August 10, 2016 and ending June 30 2017. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs whose primary disability is Autism, Intellectual Disability, Emotional Disturbance, Traumatic Brain Injury, Orthopedic Impairment, Visual Impairment, Hard of Hearing, Speech and Language Impairment, Specific Learning Disability, Deaf/Blind, Deafness, Multiple Disabilities, and Other Health Impairment and who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with the above exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.

3. Definitions



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

For the purposes of this Agreement the following definitions shall apply:

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
- b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.

4. Compliance Assurances

Each of the SELPA's participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.

5. Individual Services Agreement

In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. A separate ISA shall be required for the Extended School Year (ESY). The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.

6. Responsibilities of the LEA of Operation

The Pacific Grove Unified School District, as the LEA of operation, shall be responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
- b. Administrative support for the purposes of developing and implementing the regional program;
- c. Preparation of all required federal, state and local reports, and related accounting services;



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

- d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;
- e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
- f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
- g. Providing for the coordination of investigation and response to compliance and due process complaints; and
- h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.

7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
- b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
- c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
- d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
- e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the LEA of residence must provide for the student's educational needs during the period of expulsion

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services

The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment,



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a ☐ monthly, ☐ quarterly, or ☒ semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services. Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent's Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.

13. Severability/Waiver



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this _____ day of _____, 2016

Pacific Grove Unified School District
LEA OF OPERATION

Carmel Unified School District
LEA OF RESIDENCE

By:

By:

Dr. Ralph Porras
Typed or Printed Name

Scott Laurence
Typed or Printed Name

Signature

Signature

Superintendent
Title

Superintendent
Title

Date

Date

SUBJECT: Contract for Services with Kraemer Entertainment

PERSON(S) RESPONSIBLE: Barbara Martinez

RECOMMENDATION:

The administration requests that the board review and approve contract for services with Kraemer Entertainment to provide Pacific Grove High School and Community High students a schoolwide assembly and practical experience in distracted driving and driving under the influence of alcohol or other substances.

BACKGROUND:

The high school has had a program called Every 15 Minutes come every four years to demonstrate and educate students in the hazards of driving under the influence of alcohol. The last time it was offered at the high school was 2011. This program cost over \$20,000. The costs were partially offset by a \$10,000 grant from the California Highway Patrol. There was a significant amount of time needed to plan and put on the two-day event. The Highway Patrol grant was not offered in 2015 so the program was not offered.

INFORMATION:

The effectiveness of the Every 15 Minutes did not manifest itself in California Healthy Kids survey of alcohol and driving use. Additionally, the costs and the effort to put on the program did not justify continuing the program. Given that texting and other distractions are now a major issue for new drivers, and the drastically reduced cost and staff time, the *Save a Life* program is a better option than Every 15 Minutes.

The *Save A Life* Tour is a comprehensive high impact safe driving awareness program that informs, educates, and demonstrates the potentially deadly consequences resulting from poor choices and decision made by the operator of a motor vehicle.

The program specifically places emphasis on the following driving situations:

- Driver Experience-young drivers and driver behavior based on maturity
- Improper Driver Behavior- careless driving habits-speeding, turn signal use
- Safety Restraints-proper seat belt usage
- Impaired Driving-alcohol usage, controlled substance, drowsiness
- Distracted Driving- cell phones, passenger activities
- Motorcycle-awareness, operation

FISCAL IMPACT:

\$3,550.00 will be split between the high school and the District Safety Funds and will have no impact on the District general funds.

CONTRACT FOR SERVICES

Consent Agenda Item O

This contract is an agreement between the Pacific Grove Unified School District and

Kramer Entertainment

for services rendered as specified below.

1. Scope of Service:

To provide: distriacted driving assembly at Pacific Grove High School - One day September 28th
See attached contract.

#37908

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

3. Length of the Contract:

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

September 28, 2016

4. Financial Consideration:

Consultant to be paid at the rate of:

3,550.00

(\$ per hr/day/other)

for _____ (hours/days/other)

School Funding Source: \$1,775.00 SAFETY FUNDS AND \$1,775.00 PGHS

Account Code: SAFETY 01.0600.0.1110.1000.5800.00.000.4969.0720

HS: 01.0000.0.1110.2700.4300.00.006.7205.0720

Consultant

Kramer Entertainment

Address

3849 Lake Michigan Drive NW

Signed

Date

6/7/16

☐ District Employee

☒ Independent Consultant

Robert A. Kramer, Jr. General Manager
Signing for Kramer Entertainment Agency, Inc.

Signed

Date

5-13-16

Site/Program Administrator (Check at

MATT BELL

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

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

Signed

Date

6-21-16

Director of Human Resources

Signed

Date

6/22/16

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.


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

Revised 02/15

Contract for Services Criteria

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

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


 District/Site Administrator

5-13-16
 Date



3849 LAKE MICHIGAN DRIVE NW
GRAND RAPIDS, MICHIGAN 49534
(616)791-0095 * FAX (616)791-4419

AGREEMENT made this Thursday, April 28, 2016, between **KRAMER ENTERTAINMENT AGENCY, INC.**, a corporation (hereinafter called the "PRODUCER") and **Pacific Grove Unified School District** (hereinafter called the "PURCHASER"). It mutually agreed between the parties upon all terms and conditions herein set forth, including those on the reverse side hereof entitled "ADDITIONAL TERMS AND CONDITIONS", as follows:

1. **ACT(S)/ARTISTS(S):** **Save-A-Life Tour A**

2. **DATE(S) OF ENGAGEMENT:** **Wednesday, September 28, 2016 -- Wednesday, September 28, 2016**

3. **PLACE OF ENGAGEMENT:** **Pacific Grove High School Auditorium
615 Sunset Ave
Pacific Grove, CA 93950**

4. **(A) NUMBER OF SHOWS:** 1 **(C) Length of each show:** Approx. seven (7) hours & 20 mins
(B) Time of Show(s): 8:40 am - 4 pm **(D) Report Time:** 6:40 am

5. **BILLING:** ARTIST shall receive NA in all forms of Advertising.

6. **COMPENSATION AGREED UPON:** \$3,550.00
TRANSPORTATION: Included in fee
OTHER (FOOD, LODGING): N/A
SOUND/LIGHTS: N/A

**Federal ID #
45-3972742**

TOTAL PRICE AGREED UPON: **\$3,550.00**

(There are to be no deductions from the agreed price for any reason whatsoever.)

7. METHOD OF PAYMENT:

- (A) **A DEPOSIT OF:** shall be paid by the PURCHASER to and in the name of KRAMER ENTERTAINMENT AGENCY, INC. upon signing of contract and returned with all contracts and riders on/before
- (B) **A second deposit of** is due by **N/A**
- (C) **Balance of Payment to be paid:** \$3,550.00 **Made payable to Kramer Entertainment via check & presented to Tour Manager prior to show.**

NOTE: Please reference Contract # 37908 on all checks and correspondence.

8. SPECIAL CONDITIONS:

Approx. show time is seven (7) hours and 20 minutes. Thank you for your efforts in supporting the Save-A-Life Tour Program. Together, we continue our ongoing commitment to promoting this vital message which can ultimately help save lives.

RIDER FORMS IF ATTACHED ARE PART OF THIS CONTRACT AND MUST BE SIGNED

IN WITNESS THEREOF, the parties hereto have hereunto set their names and seals on the day & year first above written.

Pacific Grove Unified School District / Ms. Barbara Martinez
(If PURCHASER is Corporation - Full & Correct Corporate Name)

Barbara Martinez

Signature and Title of PURCHASER
615 Sunset Ave
Pacific Grove, CA
93950

Robert A. Kramer, Jr.

Robert A. Kramer, Jr.
Signing For Kramer Entertainment Agency, Inc.
AGENT: Jason Cooper

OTHER TERMS AND CONDITIONS ON REVERSE SIDE

Save-A-Life Tour A: Contract Rider

Consent Agenda Item O

UPON SIGNING THIS RIDER, THE FOLLOWING ITEMS BECOME PART OF THE CONTRACT FOR:

**Wednesday September 28th, 2016 -- Wednesday September 28th, 2016 at
Pacific Grove High School Auditorium**

- 1) Artist will provide arrival information to local sponsor at least 48 hours in advance.

***PLEASE NOTE INDOOR LOCATIONS REQUIRE 60" DOOR OPENINGS WITH REMOVABLE CENTER POST.
ALL LOAD-IN PATHWAYS MUST ACCOMMODATE A UNIT 60" WIDE X 84" LONG.
PLEASE DOUBLE CHECK ANY RAMPS WITH 90 DEGREE TURNS.**

Save-A-Life Tour can ONLY perform INDOORS !

TECHNICAL REQUIREMENTS

Any deviation from all specifications & requirements noted on rider will need PRIOR written approval from a Kramer Associate

- A) Four (4) separate 110 volt, 20 amp power supply available at performance area.
(Circuits are not outlets). **Separate circuits are defined as each circuit being on its own individual breaker.**
- B) A minimum 25' x 50' performance area with a 12'6" minimum ceiling height.
While we can frequently accommodate less favorable locations, we need to know in advance, please discuss these details with your agent.
- C) One (1) 6' - 8' standard banquet table and four (4) chairs at performance area.
- D) A pitcher of ice water and glasses on site during the entire performance.

****PLEASE NOTE UNIT CANNOT BE CARRIED OVER CURBS OR UP STAIRS. ****
Handicapped ramp access from curb to performance location must be available.
Due to size and weight of equipment, a wheelchair lift is NOT an acceptable substitute.

ACCEPTED: POM

BY: 5/31/16

ACCEPTED: _____

BY: [Signature]

TAPING OF ANY KIND IS PROHIBITED WITHOUT CONSENT OF KRAMER ENTERTAINMENT

SUBJECT: Board Certified Behavior Analyst (BCBA)

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the proposal to use restricted mental health funds to contract with a Board Certified Behavior Analyst to provide services to students on IEPs and training to staff on data collection, behavioral supports and interventions. The contract will be developed once a highly qualified and experienced individual is identified.

BACKGROUND:

A Board Certified Behavior Analyst is a master degreed professional that has taken additional coursework in Applied Behavioral Analysis, completed a supervised internship, and passed the BCBA licensing exam. A BCBA is an expert on observing and assessing behavior, identifying target behaviors, developing behavioral intervention and supports, designing the means of data collection, converting data into graphs for analysis, and providing training to staff. A BCBA also assesses the environment to identify possible triggers of behavior and assesses the conditions under which either maladaptive or adaptive behaviors emerge, and makes recommendations to alter the environment accordingly.

INFORMATION:

1. Special Education is receiving \$ 64,933 restricted mental health funds from the SELPA for the 2016-2017 school year.
2. In order to receive the funds, a required proposal was submitted and approved by the SELPA finance committee.
3. The proposal requested to use the funds to contract with a BCBA to provide behavioral services to students on IEPs and training to staff.
4. Director Davies is requesting to contract with a BCBA once a highly qualified and experienced individual is identified. This will be an individual contract and not a district employee.

SUBJECT: Approval of Resolution #978 Authorizing State Preschool Contract

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board approve this Resolution which will allow the District to continue to offer the State Preschool Program for the 2016-17 school year, subject to ongoing review to verify that program expenses do not exceed state funding.

BACKGROUND:

For several years, the District has participated in the State Preschool Program, offering preschool opportunities to students whose families meet the income eligibility requirements. In order to continue participation in this program, the Board must approve this Resolution and authorize this contract.

INFORMATION:

The proposed contract will allow the District to offer a program to a maximum of 14.47 students for 180 days, with a reimbursable amount of \$36.61 per student per day.

FISCAL IMPACT:

The Maximum Reimbursable Amount (MRA) is \$95,351 in state funding for Fund 12

RESOLUTION 978

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2016–17.

RESOLUTION 978

BE IT RESOLVED that the Governing Board of Pacific Grove Unified
School District

authorizes entering into local agreement number CSPP-6295 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

NAME	TITLE	SIGNATURE
<u>Rick Miller</u>	<u>Asst. Superintendent</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 30th day of June 2016, by the
Governing Board of Pacific Grove Unified School District
of Monterey County, in the State of California.

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

(Clerk's signature)

June 30, 2016
(Date)



DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6295

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 27-6613-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: PACIFIC GROVE UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$36.61 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$95,351.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	2,605.0
Minimum Days of Operation (MDO) Requirement	180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Rick Miller - Asst Superintendent			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 435 Hillcrest Ave, Pacific Grove, CA 93950			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 95,351	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6613				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 95,351	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			

Department of General Services
use only

SUBJECT: Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO)

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) for the 2016-17 school year.

BACKGROUND:

In 2010, the City of Pacific Grove and the Pacific Grove Unified School District developed a Memorandum of Understanding regarding a School Resource Officer, now referred to as an Agreement for Services, using language from prior MOUs, and similar to agreements used between the City of Seaside and the Monterey Peninsula Unified School District.

INFORMATION:

See attached Agreement for Services and Exhibit A, which address the interests of both the City of Pacific Grove and the Pacific Grove Unified School District.

This Agreement is identical to the agreement from 2015-16, except for the addition of two items in the Scope of Services (Exhibit A), Article III, items U and V:

- 1) The SRO will submit a Monthly Report Log by the 10th of each month,
- 2) The SRO will attend weekly meetings with the School Safety Officer, and bi-monthly meetings with the School Safety Officer, Police Commander, Police Supervisor and Principal(s).

The District will continue to pay the City \$61,402 for the 180 day school year, which is the same as last year.

FISCAL IMPACT:

The District will pay \$61,402, which is 50% of the annual costs of the officer (\$122,804)

AGREEMENT FOR SERVICES

THIS AGREEMENT (Agreement) is entered into on this 1st day of August, 2016, 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 the Pacific Grove High School, the Pacific Grove Community High School, the Pacific Grove Middle School, the Forest Grove Elementary School, the Robert Down Elementary School, and the Pacific Grove Adult School, all located within the City of 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, attached hereto and incorporated herein by this reference.

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, 2016 through and including July 31, 2017, unless terminated pursuant to the terms of this Agreement.

2. SCOPE OF SERVICES

A. The CITY shall provide SRO services to the DISTRICT pursuant to the terms of this Agreement and as described in Exhibit A.

3. COMPENSATION/SERVICE RATES

A. The DISTRICT agrees to pay the CITY a not-to-exceed amount of Sixty-One Thousand Four Hundred and Two Dollars (\$61,402) for the SRO, for the Term as stated above.

B. The CITY shall provide a SRO to the DISTRICT for all of the school days (180 school days) during the Term of this Agreement. In the event the CITY does not provide a SRO for one or more of the school days in the Term, then the CITY shall not charge the DISTRICT for those days a SRO was not provided.

C. Time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of the SRO's employment as an SRO shall be considered as hours worked for the District and shall not be backfilled by the Department.

D. Pursuant to Pacific Grove Police Department ("Department") protocols, the SRO is required to notify his/her supervisor of an absence and shall also notify the DISTRICT Superintendent or designee whenever possible. Otherwise, the Department Watch Commander will notify the DISTRICT when the SRO will be absent from work. Except for unforeseen circumstances, elective time off for the SRO will be utilized when school is not in session. Elective time off scheduled when school is in session shall be backfilled by the Department, utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and may not represent a dedicated presence.

E. The CITY shall send the DISTRICT an invoice for each month in which SRO services were rendered. The invoice shall reflect each day the SRO worked for the DISTRICT and will be calculated using the daily rate of Three Hundred and Forty One Dollars and Twelve Cents (\$341.12).

F. If the invoice remains delinquent for a period in excess of 30 days, then the DISTRICT shall pay to the CITY, 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 for any reason 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. The rights and duties herein shall be binding on, and inure to the benefit of, any successors, permitted assigns, and heirs of the parties.

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 are related to the provision of SRO services by 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 of Services set forth in Exhibit A.

C. 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, reduction in coverage limit, or intended non-renewal of any policy. Insurance shall provided by 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. CITY agrees to provide all necessary workers' compensation insurance for any and all CITY employees, including, but not limited to any employee providing SRO services to DISTRICT as contemplated by this Agreement, at CITY's own cost and expense.

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
435 Hillcrest Avenue
Pacific Grove, CA 93950

With a copy to: Rick Miller, Assistant Superintendent
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

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

With a copy to: Jocelyn Francis, Administrative Services Manager
Pacific Grove Police Department
580 Pine Avenue
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. VENUE

CITY and DISTRICT hereby agree to make good faith efforts to resolve disputes as quickly as possible. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), venue shall be handled in Monterey County, California.

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. This Agreement may be amended or modified only by written instrument signed by both parties.

12. GOVERNING LAW

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

13. WAIVER.

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the CITY and the DISTRICT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14. INTERPRETATION OF CONFLICTING PROVISIONS.

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15. HEADINGS.

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16. NON-EXCLUSIVE AGREEMENT.

This Agreement is non-exclusive and both the CITY and the DISTRICT expressly reserve the right to contract with other entities for the same or similar services.

17. CONSTRUCTION OF AGREEMENT.

The CITY and the DISTRICT agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

18. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19. 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

Dr. Ralph Porras
School Superintendent

Date

Rick Miller
Assistant School Superintendent

Date

CITY OF PACIFIC GROVE

Ben Harvey
City Manager

Date

Steve Belcher
Interim Chief of Police

Date

APPROVED AS TO FORM

Dave Laredo
City Attorney

Date

EXHIBIT A

SCOPE OF SERVICES, RESPONSIBILITIES AND DUTIES

Under the supervision of the Chief of Police of the City of Pacific Grove 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 shall provide a School Resource Officer (SRO) as follows:

1. School Resource Officer

A. The CITY shall assign one regularly employed police officer to the DISTRICT with the responsibility to provide SRO services to the following schools: Pacific Grove High School, Pacific Grove Community High, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School and Pacific Grove Adult 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 Pacific Grove Police Department, which 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 a 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 when schools are not in session, the SRO will be assigned as needed by his/her CITY supervisor.

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 supervisor. The SRO must also notify the District Superintendent or designee of the impending absence.

F. The SRO may be temporarily reassigned by the Police Department during a law enforcement emergency. Time spent on a law enforcement emergency shall not be backfilled by the Department.

G. The SRO may be required to participate in mandatory police training necessary to maintain the SRO's proficiency. Time spent on mandatory police training that is not specific to the position of SRO shall be backfilled by the Department, utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and may not represent a dedicated presence.

H. Training specific to the position of SRO shall be considered hours worked for the District and shall not be backfilled by the Department.

3. Duties, Obligations and Procedures of the SRO

The SRO shall:

A. Wear the established Pacific Grove 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 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, will notify the school principal, DISTRICT Safety Director, or Superintendent or designee 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 the District Safety Director and 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 the District Safety Director, administrators, 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 regular 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 Safety Director, Superintendent or designee, 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.

U. Submit SRO Monthly Report Log by the 10th of each Month to the DISTRICT Superintendent, Police Commander, and Police Supervisor.

V. Attend Weekly Meeting with School Safety Officer and Bi-Monthly Meeting with School Safety Officer, Police Commander, Police Supervisor, and Principal(s).

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

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 at all times while providing SRO services to the DISTRICT, 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 Pacific Grove Police Department. The SRO shall remain responsive to the chain of command of the Pacific Grove Police Department.

The SRO shall be accountable to the Principal(s) of the school(s) for his/her behavior or conduct while at the school. The Superintendent or designee 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 SRO to the Chief of Police or to the Police Commander 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

The Chief of Police will ensure the SRO is a full time, certified police officer with the Pacific Grove Police Department and meets any relevant education, training and experience requirements as determined by the Department.

ARTICLE VII

Dismissal of School Resource Officer; Replacement –

1. In the event that the Superintendent or designee, District Safety Director, and/or Principal(s) of the schools in the Pacific Grove Unified School DISTRICT believe the SRO is not effectively performing his/her duties and responsibilities, the Superintendent may recommend to the Police Commander of the Pacific Grove Police Department 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/or designee shall meet with the DISTRICT Superintendent or designee 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. 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.

SUBJECT: Resolution #982 for the Refinancing of General Obligation Bonds

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve Resolution #982 for the refinancing of existing General Obligation Bonds.

BACKGROUND:

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.

INFORMATION:

After deducting the costs of issuance and underwriting, there is a net savings of approximately \$2,528,769 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.

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

- 1) 2006 Series A - \$1,610,000 – taxpayer savings of \$ 228,857
- 2) 2006 Series B - \$8,260,000 – taxpayer savings of \$1,027,017
- 3) 2006 Series C - \$7,850,000 – taxpayer savings of \$1,272,895

Total available for refinancing = \$17,720,000

Total taxpayer savings = \$2,528,769

FISCAL IMPACT:

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

SUMMARY OF BONDS REFUNDED

Pacific Grove Unified School District
 2016 General Obligation Bond Refunding
 Preliminary Numbers as of 6/15/2016

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Election 2006, 2007A:					
TERM7	08/01/2036	4.125%	1,610,000.00	08/22/2016	100.000
Election 2006, 2008B:					
SERIAL1	08/01/2017	4.500%	245,000.00	08/22/2016	102.000
	08/01/2018	4.000%	255,000.00	08/22/2016	102.000
	08/01/2019	4.000%	275,000.00	08/22/2016	102.000
	08/01/2020	4.000%	285,000.00	08/22/2016	102.000
	08/01/2021	4.000%	300,000.00	08/22/2016	102.000
	08/01/2022	4.000%	300,000.00	08/22/2016	102.000
	08/01/2023	4.000%	325,000.00	08/22/2016	102.000
	08/01/2024	4.000%	340,000.00	08/22/2016	102.000
TERM1	08/01/2029	4.050%	1,655,000.00	08/22/2016	102.000
TERM2	08/01/2031	4.150%	910,000.00	08/22/2016	102.000
TERM3	08/01/2033	4.200%	1,015,000.00	08/22/2016	102.000
TERM4	08/01/2035	4.250%	1,125,000.00	08/22/2016	102.000
TERM5	08/01/2037	4.300%	1,230,000.00	08/22/2016	102.000
			8,260,000.00		
Election 2006, 2009C:					
SERIAL1	08/01/2020	5.000%	240,000.00	08/01/2019	100.000
	08/01/2021	5.000%	250,000.00	08/01/2019	100.000
	08/01/2022	5.000%	260,000.00	08/01/2019	100.000
	08/01/2023	5.000%	275,000.00	08/01/2019	100.000
	08/01/2024	5.000%	285,000.00	08/01/2019	100.000
	08/01/2025	5.000%	300,000.00	08/01/2019	100.000
	08/01/2026	5.000%	315,000.00	08/01/2019	100.000
	08/01/2027	5.000%	330,000.00	08/01/2019	100.000
	08/01/2028	5.000%	345,000.00	08/01/2019	100.000
	08/01/2029	5.100%	365,000.00	08/01/2019	100.000
	08/01/2030	5.200%	380,000.00	08/01/2019	100.000
	08/01/2031	5.250%	400,000.00	08/01/2019	100.000
	08/01/2032	5.250%	420,000.00	08/01/2019	100.000
	08/01/2033	5.300%	445,000.00	08/01/2019	100.000
TERM1	08/01/2039	5.375%	3,240,000.00	08/01/2019	100.000
			7,850,000.00		
			17,720,000.00		

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

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF 2016 GENERAL
OBLIGATION REFUNDING BONDS OF THE DISTRICT IN THE AGGREGATE
PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,000,000 TO REFUND THE
DISTRICT'S GENERAL OBLIGATION BONDS 2006 ELECTION, SERIES A, SERIES
B, AND SERIES C AND APPROVING RELATED DOCUMENTS AND ACTIONS**

RESOLUTION NO. 982

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

WHEREAS, the District caused its Pacific Grove Unified School District (Monterey County, California) General Obligation Bonds 2006 Election, Series C to be issued on April 23, 2009 in the aggregate original principal amount of \$9,500,000 (the "Prior Series C Bonds" and together with the Prior Series A Bonds and the Prior Series B, the "Prior Bonds"); and

WHEREAS, the District has determined at this time to issue its Pacific Grove Unified School District, 2016 General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$22,000,000 (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 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 February 1, 2017, 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, the Prior Series B Bonds, and the Prior Series C 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) 2016 General Obligation Refunding Bonds, at any time Outstanding pursuant to this Resolution.

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

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

"Securities Depositories" means The Depository Trust Company 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 RBC Capital Markets, LLC as 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 \$22,000,000 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) 2016 General Obligation Refunding Bonds". The exact aggregate principal amount of the Refunding Bonds to be issued hereunder shall be set forth in the Official Statement and the Purchase Contract.

SECTION 2.02. *Terms of Refunding Bonds.*

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

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

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

of the Refunding Bonds shall not constitute an event of default or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

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

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

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

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

SECTION 2.03. *Redemption.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Agreement shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and 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 RBC Capital Markets, LLC 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 "2016 General Obligation Refunding Bond Proceeds Account", which shall be held and maintained by the Paying Agent as a separate account, distinct from all other funds of the District, into which shall be deposited the proceeds of sale of the Refunding Bonds pursuant to Section 3.02. Amounts remaining on deposit in the Proceeds Account pursuant to Section 3.02(b), if any, shall be disbursed for the purpose of paying the Costs of Issuance upon the receipt by the Paying Agent of Written Requests of the District. On the date which is six (6) calendar months following the Closing Date, all amounts remaining on deposit in the Proceeds Account, if any, shall be withdrawn therefrom by the Paying Agent and transferred to the County for deposit in the Debt Service Fund.

SECTION 4.02. *Debt Service Fund.* The District hereby directs the Treasurer-Tax Collector of the County to establish, hold and maintain a fund to be known as the "Pacific Grove Unified School District 2016 General Obligation Refunding Bond Debt Service Fund", which shall be maintained by the Treasurer-Tax Collector as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as directed by the District herein, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds in accordance with Section 5.03, shall be deposited in the Debt Service Fund by the Treasurer-Tax Collector promptly upon apportionment of said levy. The Debt Service Fund is hereby irrevocably pledged by the District for the payment of the principal of and interest on the Refunding Bonds when and as the same become due. The moneys in the Debt Service Fund shall be remitted to the Paying Agent to pay the principal of and interest on the Refunding Bonds as the same become due and payable.

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

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

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section 4.03, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section

1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT; SECURITY FOR THE REFUNDING BONDS

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

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

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

The principal of and interest and redemption premium (if any) on the Refunding Bonds shall not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and

neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

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

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

SECTION 5.06. *Tax Covenants.*

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

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

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

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

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

accountants and consultants compensated on such reasonable basis as the District deems appropriate.

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

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

ARTICLE VI

THE PAYING AGENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those

of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

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

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

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

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, which in any event shall not materially adversely affect the interests of the Owners, in the opinion of Bond Counsel filed with the District;

(d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds; or

(e) In any respect whatsoever, provided that such Supplemental Resolution is adopted prior to the Closing Date and provided further that the matters contained in such Supplemental Resolution are properly reflected in the Official Statement relating to the Refunding Bonds.

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

ARTICLE IX

MISCELLANEOUS

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

SECTION 9.02. *Defeasance.*

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

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

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or

(iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

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

* * * * *

PASSED AND ADOPTED this 30th day of June 2016, 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)

2016 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE:
_____ % per annum

MATURITY DATE:

DATED DATE:

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Pacific Grove Unified School District (the "District"), in the County of Monterey (the "County") for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year (the "Interest Payment Dates"), commencing February 1, 2017. This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2017, 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 _____, 2016. The Bonds are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

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

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

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

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

[If applicable:] The Bonds maturing on _____ 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on _____ 1 and

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

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

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

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, or if the original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

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

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

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

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

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

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

PACIFIC GROVE UNIFIED SCHOOL
DISTRICT

By _____
President
Board of Education

Attest:

Clerk of the
Board of Education

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

_____, Paying Agent

By _____
Authorized Signatory

(FORM OF ASSIGNMENT)

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

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

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

Dated: _____

Signature Guaranteed:

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

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

\$ _____
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(Monterey County, California)
2016 General Obligation Refunding Bonds

BOND PURCHASE AGREEMENT

July __, 2016

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

Ladies and Gentlemen:

RBC Capital Markets, LLC (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Pacific Grove Unified School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to us at our office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$ _____ in aggregate principal amount of the Pacific Grove Unified District (Monterey County, California) 2016 General Obligation Refunding Bonds (the "Bonds"). The purchase price of the Bonds shall be \$ _____ (representing the principal amount of the Bonds, plus net original issue premium of \$ _____, less Underwriter's discount of \$ _____).

The Bonds are issued under the provisions of a resolution adopted by the Governing Board of the District on _____, 2016 (the "Bond Resolution") and 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 (the "Bond Law"), all for the purpose of providing for the refunding of certain maturities of the District's outstanding 2006 Election Series A Bonds (the "Series A Bonds"), 2006 Election Series B Bonds (the "Series B Bonds") and 2006 Election Series C Bonds (the "Series C Bonds"), all as more particularly identified in the Official Statement (defined in Section 10(b)) (collectively, the "Prior Bonds," and with respect to only those maturities of the Prior Bonds to be refunded with the proceeds of the Bonds, the "Refunded Bonds"). The Bonds shall accrue interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

In as much as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity, (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to (a) the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (b) any other fiduciary or contractual obligation except for the obligations expressly set forth in this Purchase Agreement, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

2. **The Bonds.** The Bonds shall be issued and secured pursuant to, the provisions of the Bond Resolution and the Bond Law.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York.

A portion of the net proceeds of the Bonds will be used to defease and refund the Refunded Bonds through deposits into escrow funds (and accounts thereof) created under the terms of an Escrow Agreement dated as of the Closing Date, by between the District and _____, as escrow agent (the "Escrow Agent"), (the "Escrow Agreement").

3. **Redemption.** The Bonds are subject to redemption prior to maturity pursuant to the terms of the Bond Resolution, with the additional terms as set forth in Appendix A hereto.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Escrow Agreement, the Preliminary Official Statement, an Official Statement (defined below), the Bond Resolution, and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and Exhibit A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

6. **Review of Official Statement.** The District has caused to be drafted and previously delivered a Preliminary Official Statement with respect to the Bonds, dated _____, 2016 (the "Preliminary Official Statement," including the cover page, the inside cover and the appendices thereto). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the final Official Statement (as defined herein) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed to by the District and the Underwriter. The District confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the Preliminary Official Statement sent to a potential purchaser shall be sent by first-class mail or electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter hereby represents that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to the MSRB on or before the Closing Date (as defined below), and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

References herein to the Preliminary Official Statement and the final Official Statement include the cover page, the inside cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

7. **Closing.** At 8:30 a.m., California Time, on July ____, 2016 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is and will be on the Closing Date a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate (as defined in paragraph (i) below).

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Escrow Agreement and the Official Statement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate or the consummation of the other transactions effected or contemplated herein or hereby except for such actions which may qualify the Bonds for offer and sale under Blue Sky or other securities laws and regulations of states and jurisdiction of the United States as the Underwriter may reasonably request, or which have not been obtained or taken; provided however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

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

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Escrow Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the

application of the proceeds of the sale of the Bonds, or the collection of *ad valorem* property taxes available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or the Escrow Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the consummation of the transactions contemplated by this Purchase Agreement, the Escrow Agreement, or the Bond Resolution, (b) declare this Purchase Agreement, the Escrow Agreement or the Bond Resolution to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor any person on behalf of the District, will have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

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

(i) Continuing Disclosure. The District shall undertake, pursuant to Section 5.05 of the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Preliminary Official Statement describes, and the final Official Statement will describe, any instances in the previous five years in which the District failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official

Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature to such financial position. The District is not a party to any litigation or other proceedings pending, or to its best knowledge, threatened, which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

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

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

9. Underwriter Representations, Warranties and Agreements. The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date, that it is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it.

10. Covenants of the District. The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Purchase Agreement is signed and in any event in sufficient time to accompany customer confirmation requesting payment, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement"), (i) in "designated electronic format" as defined in Rule G-32 of the Municipal Securities Rulemaking Board, and (ii) in printed format in such reasonable quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

- (c) Subsequent Events; Amendments to Official Statement. The District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter. If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 16), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer and Tax Collector the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and the policies and procedures of the County.

- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution.

11. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing and in reliance upon the representations, warranties and comments to be contained in the documents and instruments to be delivered at closing. Accordingly, the Underwriter's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Underwriter, to the following further conditions, including the delivery by the District of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Underwriter::

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Agreement and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Agreement or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Termination. The Underwriter shall have the right to cancel its obligations under this Purchase Agreement to accept delivery of and to pay for the Bonds by notifying the District in writing of its election to do so if the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:
 - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other

governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation or State income taxation of the interest received on obligations of the general character of the Bonds, or of the interest on the Bonds as described in the Official Statement, or other actions or events shall have transpired that may have the purpose or effect, directly or indirectly, of changing federal income tax consequences or state income tax consequences of any of the transactions contemplated herein; or

- (ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
- (2) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;
 - (3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;
 - (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;
 - (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
 - (6) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or

downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency;

- (7) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
 - (8) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
 - (9) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
 - (10) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;
 - (11) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;
 - (12) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs, management or financial condition of the District; or
 - (13) the suspension by the Securities and Exchange Commission (the "SEC") of trading in the outstanding securities of the District.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;

(2) Supplemental Opinion. supplemental opinion of Bond Counsel addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter, dated as of the Closing Date, substantially to the following effect:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "THE REFINANCING PLAN," "THE REFUNDING BONDS," "CERTAIN LEGAL MATTERS," "CONTINUING DISCLOSURE" and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bonds, the Bond Resolution, the Continuing Disclosure Certificate, and the form and content of Bond Counsel's approving opinion regarding the treatment of interest on the Bonds under California or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein, or with respect to Appendices A, C, E, F and G to the Official Statement;

(ii) this Purchase Contract and the Continuing Disclosure Certificate have each been duly authorized, executed and delivered by the District, and assuming due authorization, execution and delivery by all the other parties thereto, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California;

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(iv) the Refunded Bonds have been defeased in accordance with the provisions of the documents authorizing and/or providing for their issuance.

(3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary

Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date and the date hereof, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data contained in the Preliminary Official Statement or the final Official Statement);

- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Escrow Agreements and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, (vi) no further consent is required for inclusion of the audit included as an appendix to the Official Statement, (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to his or her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Bond Resolution; and (viii) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading.
- (5) Arbitrage. A nonarbitrage (tax) certificate of the District in form satisfactory to Bond Counsel;

- (6) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Governing Board to the effect that:
 - (i) such copies are true and correct copies of the Bond Resolution; and
 - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Preliminary Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Certificate. A written certificate of the Paying Agent, executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and perform its duties under the Bond Resolution.
- (10) Escrow Agreement. Original executed copy of the Escrow Agreement.
- (11) Escrow Agent Certificate. Written certificates of the Escrow Agent, respectively, executed by a duly authorized representative of such Escrow Agent, dated the date of the Closing, to the effect that:
 - (i) The Escrow Agent is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and perform its duties under the applicable Escrow Agreement.
 - (ii) The Escrow Agreement has been duly authorized, executed and delivered by such Escrow Agent and constitutes the legal, valid and binding obligation of the Escrow Agent, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.
- (12) Opinion of Counsel to Escrow Agent. Opinions of counsel to the respective Escrow Agent, addressed to the District and the Underwriter and dated the date of the closing, to the effect that:
 - (i) such Escrow Agent is a national banking association, duly organized and validly existing under the laws of the United States

of America, having full corporate power and being qualified to enter into, accept and perform all of its duties under the Escrow Agreement; and

- (ii) the Escrow Agreement has been duly authorized, executed and delivered by the applicable Escrow Agent and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of such Escrow Agent enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.
- (13) Verification. A certificate of Causey Demgen & Moore Inc., certified public accountants, as verification agent, verifying the sufficiency of the amounts deposited and invested under the Escrow Agreement for the purpose of refunding the Refunded Bonds.
 - (14) Ratings. Evidence that the Bonds have been assigned a rating of "____" by S&P Global Ratings ("S&P"), and that such rating has not been withdrawn or downgraded.
 - (15) Underwriter Certificates. The following certificates from the Underwriter to the District:
 - (i) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Bond Purchase Agreement by the District, and confirming to the District that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and
 - (ii) the certification of the Underwriter regarding the prices at which the Bonds have been reoffered to the public, in form satisfactory to Bond Counsel, as described in this Purchase Agreement.
 - (16) Underwriter's Counsel Opinion. The opinion of _____, counsel for the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance satisfactory to the Underwriter.
 - (17) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior

to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

- (f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District is unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

12. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

13. Costs and Expenses. The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from bond proceeds, which shall be deposited with a costs of issuance custodian identified by the District to the Underwriter, including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of all documentation relating to the issuance of the Bonds and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any legal counsel, accountants, financial advisors, rating agencies, paying agents, escrow agents or other experts or consultants retained by the District, including Bond Counsel, Disclosure Counsel and a verification agent, and (c) the cost of printing of the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing of the Official Statement, including the requisite number of copies thereof for distribution by the Underwriter. In the event that the District's expenses incident to the issuance of the Bonds exceed proceeds available for such purpose, the District shall pay such amount from any other lawfully available source.

The Underwriter shall pay, and the District shall be under no obligation to pay, all expenses incurred by it in connection with the public offering and distribution of the Bonds, including but not limited to CUSIP Bureau fees, California Debt Advisory and Investment Commission fees, and fees of Underwriter's counsel, if any. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

14. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

RBC Capital Markets, LLC
777 South Figueroa Street, Suite 850
Los Angeles, CA 90017
Attn: _____

15. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

16. Determination of End of the Underwriting Period. For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds shall mean the earlier of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the "end of the underwriting period" for the Bonds for all purposes of Rule 15c2-12 of the Securities and Exchange Act of 1934 (the "Rule") will not occur on the day of the Closing, or (b) the date on which notice is given to District pursuant to clause (a) above that the "end of the underwriting period" for the Bonds will not occur on the day of the Closing, the Underwriter agrees to notify the District in writing as soon as practicable following the "end of the underwriting period" for the Bonds for all purposes of the Rule.

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

18. No assignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

19. Entire Agreement. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

20. Execution in Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

21. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

RBC CAPITAL MARKETS, LLC
as Underwriter

By: _____
Executive Director

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____

Time of Execution: _____ .m.
(Pacific time)

APPENDIX A

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Coupon Rate	Yield	Price
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C: Priced to first par call on August 1, 2025.

Terms of Redemption

Optional Redemption. The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District, from any available source of funds, on August 1, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed together with accrued interest thereon to the redemption date, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on August 1, 20__ (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

SUBJECT: Approval of Resolution #979 Public Project Emergency Waiver For the Pacific Grove Middle School Elevator Jack Replacement and Repairs

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities & Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve this resolution which will allow the District to contract for the repair of the Pacific Grove Middle School Elevator without a 30 day bid.

BACKGROUND:

Because the elevator is crucial to getting students to second level classes the repair and jack replacement needs to proceed immediately. This circumstance constitutes an emergency condition. Public Contract Code Section 20113 allows the District to contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life or property

INFORMATION:

Approval of the Resolution will allow the District to immediately accept and contract a bid for the jack replacement and repairs.

FISCAL IMPACT:

None

**GOVERNING BOARD RESOLUTION FOR
EMERGENCY WAIVER – PUBLIC PROJECT**

Pacific Grove Unified School District
Resolution #979

On Motion of Member _____, seconded by Member _____, the following resolution is adopted by the Governing Board of the Pacific Grove Unified School District:

WHEREAS, Pacific Grove Unified School District ("District") intends to replace the elevator jack at Pacific Grove Middle School, 835 Forest Avenue, Pacific Grove, Ca; and

WHEREAS, the repairs need to be made while students are not present but before the new school year to allow for ADA access to the second floor classrooms; and

WHEREAS, Public Contract Code Section 20113 (school districts) / 20654 (community college districts), as further defined by Public Contract Code Section 1102, provides that school districts/community college districts may, with the unanimous approval of the Governing Board and approval of the County Superintendent of Schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life or property;

NOW THEREFORE, be it resolved that the Governing Board of the Pacific Grove Unified School District has determined that these circumstances constitute an emergency condition and request approval from the County Superintendent of Schools to enter into contracts for the repairs and jack replacement of the main elevator without advertising or inviting bids pursuant to Public Contract Code Section 20113 (school districts) / 20654 (community college districts) and Public Contract Code Section 1102.

PASSED AND ADOPTED by unanimous vote of the Members of the Governing Board of the Pacific Grove Unified School District this ____ day of _____, 20 ____ by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF MONTEREY)

I, _____ Clerk/Secretary of the Governing Board of the Pacific Grove Unified School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regularly called and conducted meeting held on said date.

Clerk/Secretary of the Governing Board

SUBJECT: Approval of Resolution #980 Exempting Forest Grove New Drop-Off Zone Project
From Application of The City of Pacific Grove Zoning Ordinance

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities & Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve this resolution which will exempt the Forest Grove New Drop-Off Zone Project from the City of Pacific Grove's zoning ordinances under Government Code 53094.

BACKGROUND:

Although local agencies are generally subject to city or county building and zoning ordinances (Gov. Code, § 53091(a)), a school district's governing board, by a two-thirds vote, may render a city zoning ordinance inapplicable to a school district use unless the proposed use is for "nonclassroom facilities." (Gov. Code, § 53094, subd. (b).) Nonclassroom facilities are defined to include, but are not limited to, warehouses, administrative buildings, and automotive storage and repair buildings. The parking lot is a necessary part of the District's educational program as it is necessary for the proper functioning of the School, which houses multiple classroom facilities. Because the State already has substantial oversight over the design and construction of public school facilities. Granting this same power to a local city would result in increased time and expense to the District, as it proceeded through not one but two approval processes. There is a substantial risk that the local and State requirements would be inconsistent or contradictory, and the District would be unable to design any parking lot that would satisfy both the City and State.

INFORMATION:

The exemption will allow the District to proceed with the project without having to go through the City's permit approval process.

FISCAL IMPACT:

None

**BEFORE THE GOVERNING BOARD
OF THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT
MONTEREY COUNTY, CALIFORNIA**

RESOLUTION NO. 980

**RESOLUTION EXEMPTING THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT
FROM APPLICATION OF THE CITY OF PACIFIC GROVE ZONING ORDINANCES
PURSUANT TO GOVERNMENT CODE SECTION 53094 FOR THE NEW DROP-OFF
ZONE AT FOREST GROVE ELEMENTARY SCHOOL AT 1065 CONGRESS AVENUE,
PACIFIC GROVE, CA.**

WHEREAS, Government Code section 53094 authorizes the Governing Board of a school district, by two-thirds vote, to render city or county zoning ordinances inapplicable to the proposed use of property by the school district; and

WHEREAS, Pacific Grove Unified School District (“District”) intends to improve safety at the front parking and drop-off zone at Forest Grove Elementary School, 1065 Congress Ave, Pacific Grove, Ca (“Project”); and

WHEREAS, the District is subject to numerous state requirements and state oversight regarding construction on District school sites, which requirements are designed to ensure that school construction projects are safe and promote the public interest; and

WHEREAS, by allowing for exemptions from local zoning ordinances based on educational purposes, the Legislature recognized that school construction is subject to almost complete control by the state, and compliance with local ordinances would therefore be redundant, and in some cases could result in conflicting obligations for the District and resulting confusion and increases in cost, as well as delays; and

WHEREAS, the District has balanced the interests of the public, including those of the District and the City of Pacific Grove, and determined that the interests of the public are best served by the District exercising its rights under Government Code section 53094 to exempt the Project from any applicable zoning ordinances.

* * * * *

NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED by the Governing Board of the Pacific Grove Unified School District as follows:

1. The foregoing recitals are true and correct.
2. By this Resolution, pursuant to Government Code section 53094, the District renders the zoning ordinances of the City of Pacific Grove inapplicable to the Project.
3. The Board adopts each ground and each statement in the Recitals and as set forth herein as a separate finding in support of its action and reserves the right to establish, expand

upon, and including additional documentation not already referenced in support of this Resolution.

4. Any and all unprivileged written documents, communications and resolutions, including all planning documents with respect to the Project, are incorporated by reference as evidence in support of the findings set forth herein, including any and all staff reports relating to this Resolution.

5. The District's Superintendent, or designee, is directed to notify the City of Pacific Grove of this action within ten (10) days of the Board's approval of this Resolution by delivering a copy of this Resolution to the City.

6. The District's Superintendent, or designee, is authorized and directed to take such further action(s) as may be necessary and appropriate to carry out the intent of this Resolution.

7. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted at a meeting of the Governing Board of the Pacific Grove Unified School District on _____, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Governing Board
Pacific Grove Unified School District

CERTIFIED TO BE A TRUE
AND CORRECT COPY:

Clerk, Governing Board
Pacific Grove Unified School District

SUBJECT: Approval of Resolution #981 Exempting Robert Down Lunch Area Project From Application of The City of Pacific Grove Zoning Ordinance

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities & Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve this resolution which will exempt the Robert Down Lunch Area Project from the City of Pacific Grove's zoning ordinances under Government Code 53094.

BACKGROUND:

Although local agencies are generally subject to city or county building and zoning ordinances (Gov. Code, § 53091(a)), a school district's governing board, by a two-thirds vote, may render a city zoning ordinance inapplicable to a school district use unless the proposed use is for "nonclassroom facilities." (Gov. Code, § 53094, subd. (b).) Nonclassroom facilities are defined to include, but are not limited to, warehouses, administrative buildings, and automotive storage and repair buildings. The lunch area is a necessary part of the District's educational program as it is necessary for the proper functioning of the School, which houses multiple classroom facilities. Because the State already has substantial oversight over the design and construction of public school facilities. Granting this same power to a local city would result in increased time and expense to the District, as it proceeded through not one but two approval processes. There is a substantial risk that the local and State requirements would be inconsistent or contradictory, and the District would be unable to design any parking lot that would satisfy both the City and State.

INFORMATION:

The exemption will allow the District to proceed with the project without having to go through the City's permit approval process.

FISCAL IMPACT:

None

**BEFORE THE GOVERNING BOARD
OF THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT
MONTEREY COUNTY, CALIFORNIA**

RESOLUTION NO. 981

**RESOLUTION EXEMPTING THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT
FROM APPLICATION OF THE CITY OF PACIFIC GROVE ZONING ORDINANCES
PURSUANT TO GOVERNMENT CODE SECTION 53094 FOR THE ROBERT DOWN
OUTDOOR LUNCH AREA AT 485 PINE AVENUE, PACIFIC GROVE, CA**

WHEREAS, Government Code section 53094 authorizes the Governing Board of a school district, by two-thirds vote, to render city or county zoning ordinances inapplicable to the proposed use of property by the school district; and

WHEREAS, Pacific Grove Unified School District (“District”) intends to an outdoor lunch eating area at Robert Down Elementary School, 485 Pine Ave, Pacific Grove, CA (“Project”); and

WHEREAS, the District is subject to numerous state requirements and state oversight regarding construction on District school sites, which requirements are designed to ensure that school construction projects are safe and promote the public interest; and

WHEREAS, by allowing for exemptions from local zoning ordinances based on educational purposes, the Legislature recognized that school construction is subject to almost complete control by the state, and compliance with local ordinances would therefore be redundant, and in some cases could result in conflicting obligations for the District and resulting confusion and increases in cost, as well as delays; and

WHEREAS, the District has balanced the interests of the public, including those of the District and the City of Pacific Grove, and determined that the interests of the public are best served by the District exercising its rights under Government Code section 53094 to exempt the Project from any applicable zoning ordinances.

* * * * *

NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED by the Governing Board of the Pacific Grove Unified School District as follows:

1. The foregoing recitals are true and correct.
2. By this Resolution, pursuant to Government Code section 53094, the District renders the zoning ordinances of the City of Pacific Grove inapplicable to the Project.
3. The Board adopts each ground and each statement in the Recitals and as set forth herein as a separate finding in support of its action and reserves the right to establish, expand

upon, and including additional documentation not already referenced in support of this Resolution.

4. Any and all unprivileged written documents, communications and resolutions, including all planning documents with respect to the Project, are incorporated by reference as evidence in support of the findings set forth herein, including any and all staff reports relating to this Resolution.

5. The District's Superintendent, or designee, is directed to notify the City of Pacific Grove of this action within ten (10) days of the Board's approval of this Resolution by delivering a copy of this Resolution to the City.

6. The District's Superintendent, or designee, is authorized and directed to take such further action(s) as may be necessary and appropriate to carry out the intent of this Resolution.

7. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted at a meeting of the Governing Board of the Pacific Grove Unified School District on _____, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Governing Board
Pacific Grove Unified School District

CERTIFIED TO BE A TRUE
AND CORRECT COPY:

Clerk, Governing Board
Pacific Grove Unified School District

SUBJECT: Board Calendar/Future Meetings

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, 2015/16 School Year

Jan. 21	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary enrollment projection for 2016/17 ✓ Property Tax Update	Community High School (School Site Visit)
Feb. 4	Regular Board Meeting ✓ Budget projections and assumptions ✓ Possible personnel action presented as information ✓ Preliminary Review of Site Master Schedules	District Office
Mar. 3	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Possible personnel action (RIF) ✓ Open House schedules reviewed	District Office
Mar. 17	Regular Board Meeting ✓ Budget projections and assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report	District Office
Apr. 14	Regular Board Meeting ✓ Board Priorities for 2016/17 Instructional Program Design ✓ Review of Strategic plan and LCAP ✓ Begin Superintendent Evaluation ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Approve 2016/17 Board meeting calendar, Aug. – Dec.	District Office
April 28	Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic plan and LCAP (as needed) ✓ Review of Facilities Depreciation Schedule	District Office
May 19	Regular Board Meeting ✓ Retiree Reception ✓ Review Bell Schedule for 2016/17 ✓ Identify Board member representatives for graduation ✓ Review Facility Use Fee Schedule ✓ LCAP Public Hearing ✓ Review Governor's revised budget ✓ Present 2016/17 Budget ✓ Public hearing on budget ✓ Year-end Budget Transfers Resolution ✓ Final Review of Site Master Schedules ✓ Williams/Valenzuela Uniform Complaint Report ✓ Budget Revisions #4 ✓ April Property Tax Review	District Office
June 2	Regular Board Meeting ✓ Adopt budget for 2016/17 ✓ Recommend approval of LCAP ✓ Complete Superintendent Evaluation	District Office
June 30	Regular Board Meeting ✓ Approval of contracts and purchase orders for 2016/17	District Office

Board Meeting Calendar, 2016/17 School Year

Aug. 25	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School dates ✓ Property tax report ✓ 2016-2017 Consolidated Application	District Office
Sept. 8	Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1	Forest Grove (School Site Visit)
Sept. 22	Regular Board Meeting ✓ Board Goals – review/revise	Robert Down
Oct. 6	Regular Board Meeting ✓ Superintendent's Goals ✓ Strategic Plan/LCAP Review Begins ✓ Bus Ridership	Middle School (School Site Visit)
Oct. 27	Regular Board Meeting ✓ Review of Special Education Contracts	Adult School (School Site Visit)
Nov. 17	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. 8	Organizational Meeting ✓ Election of 2016/17 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #2 ✓ Review of Special Education Contracts	District Office

SUBJECT: Adult School Salary Schedule Comparison

PERSON RESPONSIBLE: Billie Mankey, Director II, Human Resources

RECOMMENDATION:

The District Administration recommends that the Board review and give direction for a potential Adult School Salary Schedule increase based on information provided.

BACKGROUND AND INFORMATION:

A chart is provided that reflects a comparison of Adult School Salary Schedules within Monterey County, where Pacific Grove Adult School currently falls within that list and where Pacific Grove Adult School would rank if provided a 3.5% increase. (Administration and representatives of the Pacific Grove Adult School have not held their meet and confer meeting for this school year.)

ADULT EDUCATION SALARY COMPARISON 2015-16/2016-17					
District	Beginning Hourly Rate	Rank	District	Highest Hourly Rate	Rank
MPUSD	32.41		SALINAS ADULT SCHOOL	46.97	
SALINAS ADULT SCHOOL	31.48		MPUSD	36.48	
CARMEL	28.00		PGUSD (Current)	34.91	3
PGUSD (Current)	27.38	4	CARMEL	28.00	
PGUSD (3.5% increase)	28.34	3	PGUSD (3.5% increase)	36.13	3

OPTIONS:

1. Maintain the current Adult School Salary Schedule.
2. Adjust the current Adult School Salary Schedule by 3.5%.
3. Provide alternative direction.

FUNDING:

Approximately \$14,638 per year

SUBJECT: Substitute Teacher Pay

PERSON RESPONSIBLE: Billie Mankey, Director II, Human Resources

RECOMMENDATION:

The District Administration recommends the Board review and give direction for a potential substitute teacher pay increase based on information provided.

BACKGROUND AND INFORMATION:

Information is provided that reflects the following:

- County Substitute Pay Rate Comparison
- PGUSD Sub Rate including a 3.5% increase
- PGUSD Sub Rate including a 6.75% increase
- 3 Year Analysis of Number of Sub Days Used, Cost, and Projection
- PGUSD Sub Rate Increase in comparison to PGTA salary schedule increase

OPTIONS:

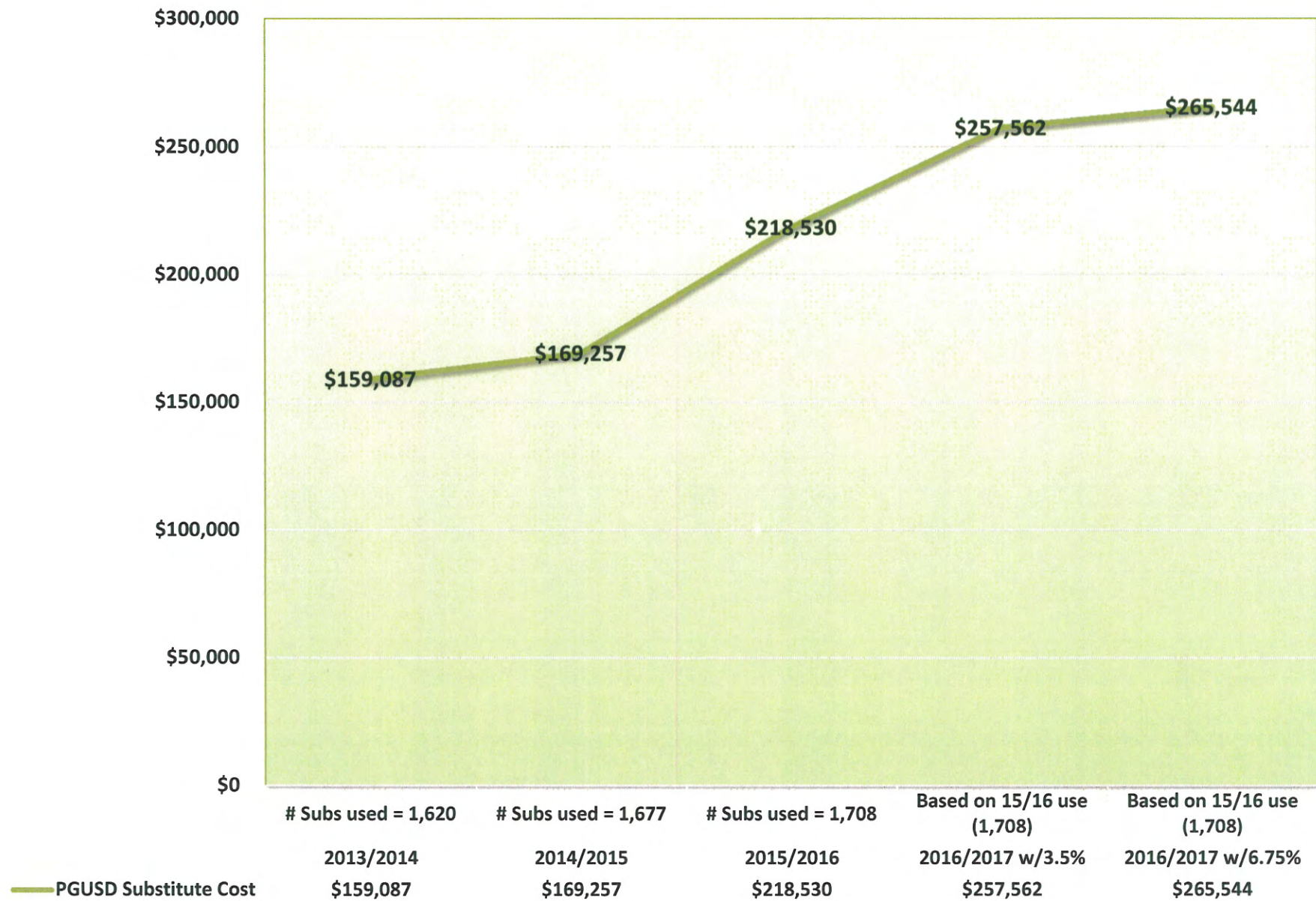
1. Maintain the current substitute teacher rate.
2. Adjust the current substitute teacher rate.
3. Provide alternative direction.

FUNDING:

Any funding adjustments to be determined.

June 2016 District Substitute Pay Rate Comparisons						
* Sorted by Daily Rate	* Daily Rate	Number of Days	Daily Rate	Number of Days	Long Term	Mileage Stipend
Greenfield -outside 15 miles from district	160.00				225.00	
King City Union-Teaching credential	160.00	(1-19)			215.00	\$25 (>20 mi)
Gonzales-outside 30 miles from dist.	150.00				210.00	
Greenfield -inside 15 miles from district	150.00				225.00	
King City Union ~ Sub credential	150.00	(1-19)			215.00	\$25 (>20 mi)
Millennium Charter	150.00					
San Lucas	145.00					
*Pacific Grove ~ Teaching Credential 6.75 increase	140.00	(1-15)			156.00	
Bradley	140.00					
Gonzales-outside 15 miles from dist.	140.00				210.00	
Alisal	140.00	(1-5)	146.00	(6-25)	226.00	
Chualar	140.00	(1-20)			130.00	
MPUSD	140.00	(1-10)			200.00	
Salinas High	139.99	(1-24)			220.71	
*Pacific Grove ~ Teaching Credential 3.5 increase	136.00	(1-15)			145.00	
SO.MO.CO.Joint	135.00	(1-19)			200.00	\$15 (>20 mi)
Carmel	135.00	(1-5)	140.00	(6-45)	292.08	
Spreckles	135.00	(1-19)			150.00	
Soledad	135.00	(1-20)			170.00	\$10 (>20 mi.)
Pacific Grove ~ Teaching Credential	131.00	(1-15)			146.00	
Gonzales-inside 15 mile from district	130.00				210.00	
MCOE	130.00	(1-5)	146.00	(6-20)	219.32	
Salinas City	130.00	(1-5)	135.00	(6-25)	219.19	
*Pacific Grove ~ Sub Credential 6.75 Increase	128.00				145.00	
Bay View Academy	125.00				150.00	
Big Sur Unified	125.00					
Graves	125.00					
International School of Monterey	125.00				150.00	
Lagunita	125.00					
Oasis Charter	125.00					
San Antonio	125.00					\$20 (>25 mi.)
San Ardo	125.00					
Santa Rita	125.00	(1-20)			150.00	\$10 (>25 mi.)
*Pacific Grove ~ Sub Credential 3.5 Increase	124.00				141.00	
Pacific Grove ~ Sub Credential	120.00	(1-15)			136.00	
NO.MO.County	120.00	(1-16)			175.00	
Washington Union	120.00	(1-20)			125.00	
Mission Union	100.00					
Greenfield - Contracted Sub					260.00	

PGUSD Substitute Cost



PGUSD Substitute Rates

SY 2011-12	Daily Rate	Increase	Long Term Rate	Increase
	\$100.00	5%	\$110.00	5%
With Cred.	\$110.00	5%	\$125.00	5%
Teacher increase				7%

SY 2012-13	Daily Rate	Increase	Long Term Rate	Increase
	\$110.00	5%	\$115.00	5%
With Cred.	\$120.00	5%	\$130.00	5%
Teacher increase				2%

SY 2013-14	Daily Rate	Increase	Long Term Rate	Increase
	\$115.00	5%	130.00	4.50%
With Cred.	\$125.00	5%	140.00	4.50%
Teacher increase				2.25%

SY 2014-15	Daily Rate	Increase	Long Term Rate	Increase
	\$120.00		136.00	
With Cred.	\$131.00		146.00	
Teacher increase				2.25%

SY 2015-16	Daily Rate	Increase	Long Term Rate	Increase
	\$120.00		136.00	
With Cred.	\$131.00		146.00	
Teacher increase				3.25%

SY 2016-17	Daily Rate	Increase	Long Term Rate	Increase
Teacher increase				3.50%

Projected...

SY 2016-17	Increase equal to teacher SY 15/16 only			
	Current Rate	%	Projected Rate	
	\$120.00	3.50%	\$124.00	
Cred	\$131.00	3.50%	\$136.00	
Long Term w/Cred	\$146.00	3.50%	\$151.00	

SY 2016-17	Increase equal to teacher SY 15/16 & 16/17			
	Current Rate	%	Projected Rate	
	\$120.00	6.75%	\$128.00	
Cred	\$131.00	6.75%	\$140.00	
Long Term w/Cred	\$146.00	6.75%	\$156.00	

SUBJECT: Facilities Project Update

PERSON RESPONSIBLE: Matt Kelly, Director Facilities & Transportation

RECOMMENDATION:

The Administration recommends that the Board review and provide feedback on ongoing and upcoming facilities projects.

BACKGROUND:

This report provides the Board of Education an update to Facilities projects that are either ongoing, complete, or in the planning stages. The report will be presented at every Board meeting.

INFORMATION:

1. Robert Down Lunch Area
 - Project has started. Demolition, grading, and CMU wall is complete.
2. Forest Grove Drop-Off Project
 - Project has started. Currently, the contractor is working on demolition and grading. Project is projected to be complete mid-September.
3. Robert Down Hallway
 - Mold abatement under rooms 18 & 17 is complete and the east hallway was rebuilt. East hallway flooring will be replaced July of 2016. VCT tiles in the majority of the hallways are starting to fail by showing signs of peeling and cracking. This is allowing water to penetrate into the subflooring. Flooring will need to be replaced over a period of time. First phase of flooring replacement will be in conjunction with east hallway.
4. Robert Down Room 17 Sub Floor
 - Sub floor is complete and awaiting a carpet installation date.
5. Robert Down Room 19 Improvements
 - Carpeting, painting, plumbing improvements will be done during summer of 2016 in preparation for PGUSD SPED program. Awaiting date for carpet and painting contractors.
6. Middle School Elevator Repairs
 - During a recent annual inspection of the main elevator, corrosion damage was discovered. Damage included hydraulic lines, hydraulic cylinder, hydraulic pump, jack, etc. Elevator has been red tagged for safety. Project is currently being bid.
7. Middle School Flooring Repairs
 - Interior hallway VCT tiles are failing in several locations and need to be replaced. Scope and price are being determined and project will have to be done in phases over several years to spread fiscal impact. Material has been shipped and is scheduled to arrive July 1.
8. David Avenue Heating Replacement
 - The boiler in C-wing failed beyond repair after 30 years of service. Because of the condition of the boiler lines individual heating units will replace the boiler system. The project will also include the installation of individual units in E-wing that have not been replaced from the shutdown of the E-wing boiler a few years ago. The gas installation will now be done by PGUSD Maintenance Crews.

9. Adult School Water Project

- Corrosive water lines will be replaced by District Maintenance crews. Project has been pushed to October Break because the cause may have been on Cal-Am's side of the meter. Water has been clear for a few months leading us to believe the cause was from construction debris during a Cal-Am project.

10. Proposition 39 Project

- An Energy Expenditure Plan is being developed from a site assessment done over Winter Break. The Expenditure Plan will be brought to the Board for review before it is submitted to California Energy Commission. Meeting with AMBAG on April 20 to review plan and discuss details and schedule.

11. Forest Grove Storm Drain Repair

- Storm drain in Kindergarten playground needs to be repaired and improved. Currently the system cannot catch all the runoff and is leaking at the joints. Project is scheduled for July of 2016 by District Maintenance crews.

12. Forest Grove G-Wing Carpet Replacement

- Existing carpet is ripping and coming apart. Scheduled for installation sometime between June 30 & July 17.

13. District Office Telephone System

- Phone system has been installed. Project includes installing a T1 line which will be installed 2-3 weeks after paperwork has been finalized. Authorization to Order was submitted to AT&T the week of May 2nd.

14. Middle School, High School, & Forest Grove Camera Project

- Punch list is being complete.

15. Performing Arts Center Improvements

- Design Service quote is being drafted for lighting, sound, and video improvements.

16. High School Locker Room Floors

- Locker room floors are a slip hazard when they become wet from swimmers or people exiting the showers. Met with Kelly-Moore on May 9 to discuss possible non-slip products that can be installed by district crews. Representative took a sample of existing paint product and will forward recommendations.

FISCAL IMPACT:

This item is for discussion only and there is not a fiscal impact.

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 June 30, 2016 Regular Board Meeting:

California Healthy Kids Survey Follow-Up (Fall 2016)
Senior Class Projects Review (Fall 2016)
Olivia Caine Presentation on Choir Class (Fall 2016)
Spanish Class at Elementary Schools