

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

Trustees

John Thibeaup, President

John Paff, Clerk

Debbie Crandell

Bill Phillips

Brian Swanson

Lexi Rohrer, Student Rep

DATE: Thursday, November 17, 2016

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

LOCATION: Pacific Grove High School – Student Union
615 Sunset Avenue
Pacific Grove, CA 93950

Site Visit

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

- A. Call to Order
- B. Roll Call
- C. Adoption of Agenda

II. CLOSED SESSION

A. Identify Closed Session Topics

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

- 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2016/17 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Rick Miller and Ralph Gómez Porras, for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2016/17. [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Billie Mankey, for the purpose of giving direction and updates.

3. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

B. Public comment on Closed Session items

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session

1. Negotiations - Collective Bargaining Session preparation with the PGTA for 2016/17
2. Negotiations - Collective Bargaining Session preparation with the CSEA for 2016/17
3. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

B. Pledge of Allegiance

IV. SITE PRESENTATIONS

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

Pacific Grove High School's presentation is: *The Why of the Wave*

V. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report
- D. Board Subcommittee Reports: Monterey County School Board Association
- E. PGUSD Staff Comments

VI. 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.

VII. CONSENT AGENDA

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

- | | |
|--|-----------|
| | Page 5 |
| A. <u>Minutes of October 27, 2016 Board Meeting</u> Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends approval of minutes as presented. | |
| B. <u>Certificated Assignment Order #6</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #6. | 11 |
| C. <u>Classified Assignment Order #6</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #6. | 13 |
| D. <u>Acceptance of Donations</u> Recommendation: (Rick Miller, Assistant Superintendent) The Administration recommends that the Board approve acceptance of the donations referenced below. | 15 |
| E. <u>Out of County or Overnight Activities</u> Recommendation: (Rick Miller, Assistant Superintendent) The Administration recommends that the Board approve or receive the request as presented. | 16 |
| F. <u>Warrant Schedules No. 577</u> Recommendation: (Rick Miller, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval. | 21 |
| G. <u>Pacific Grove Community High School Graduation Requirements for 2017-2018</u> Recommendation: (Matt Bell, Community High School Principal) The Pacific Grove Community High School Administration recommends that the Board review and approve the Pacific Grove Community High School Graduation Requirements commencing with the 2017-2018 school year. | 23 |

Move: _____ Second: _____ Vote: _____

VIII. ACTION/DISCUSSION

- | | |
|--|----|
| A. <u>Adoption of Resolution #986- Issuance and Sale of 2014 Election Series B Education Technology Bonds</u> Recommendation: (Rick Miller, Assistant Superintendent) The District Administration recommends that the Board review and approve the Resolution #986, which will allow the District to issue Education Technology General Obligation Bonds. | 26 |
|--|----|

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

- B. Job Description Coordinator of Technology Systems 77
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends the Board review and approve the classified management position of Coordinator of Technology Systems, job description and salary.

Move: _____ Second: _____ Vote: _____

- C. Board Calendar/Future Meetings 81
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: _____

IX. INFORMATION/DISCUSSION

- A. Robert Down Elementary and Forest Grove Elementary Portables 84
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends that the Board review and provide feedback for a portable classroom replacement at Robert Down Elementary School and a new portable at Forest Grove Elementary School.

Board Direction: _____

- B. Student Emotional Counseling Report 90
Recommendation: (Matt Bell, Pacific Grove High School Principal) Pacific Grove High School Administration recommends that the Board review the information provided regarding counseling services offered to students at Pacific Grove High School.

Board Direction: _____

- C. Future Agenda Items 96
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.

Senior Class Projects Review (December 8)
Homework Policy Review (January 12)
Bus Schedule
Spanish Class at Elementary Schools
Pebble Beach Housing Project

Board Direction: _____

X. ADJOURNMENT

Next organizational meeting: December 8, 2016 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of October 27, 2016 – Pacific Grove Adult Education

I. OPENED BUSINESS

- A. Called to Order 6:04 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: | Lexi Rohrer |

C. Adopted Agenda

Information/Discussion Item C was moved to Item A.

MOTION Crandell/Swanson to adopt agenda as presented.

Public comment: none

Motion CARRIED 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2016/17 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Rick Miller and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2016/17. [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Billie Mankey, for the purpose of giving direction and updates.
3. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9.
DFEH No. 762366-230929

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 6:07 p.m.

III. RECONVENED IN OPEN SESSION

7:11 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session preparation with the PGTA for 2016/17

The Board discussed this item and gave direction to Administration.

2. Negotiations - Collective Bargaining Session preparation with the CSEA for 2016/17

The Board did not discuss this item.

3. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

The Board discussed this item and gave direction to Administration.

4. Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9.
DFEH No. 762366-230929

The Board voted 5 – 0 to approve the litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9. DFEH No. 762366-230929

B. Pledge of AllegianceLed By: Jane Weichart**IV. SITE PRESENTATIONS**

The Pacific Grove Adult Education presentation: *Pacific Grove Adult School: Lighting the Way*

Pacific Grove Adult Education Principal Barbara Martinez presented to the Board, showcasing technology and the state of Adult Education, then toured classrooms and technology in action.

Trustee Thibeau said the PG Adult Education has raised the bar higher each year, miraculous what has been done at the Adult Education and said the staff was wonderful.

Trustee Phillips said the funding for PG Adult Education in the past was heartbreaking, and he is so glad to see the funding is back. Also noted the apprentice program was great.

Trustee Crandell mirrored comments, and thanked leadership at PG Adult Education.

Trustee Swanson said he had nothing but praise for the Adult Education and said it was great to see the trait and certificate programs, happy that members of the community are supporting the adult school, and gave kudos to the murals.

Trustee Paff had questions regarding the apprenticeship program, and thanked the PG Adult Education for a great job.

Superintendent Porras noted the face of Adult Education in the state has changed rapidly, acknowledged Principal Martinez for immersing herself in adult education, fighting for adult education at a state level and locally, saying he was proud of the work she was doing, and thanked all the instructors at PG Adult Education.

V. COMMUNICATIONS

A. Written Communication

The Board received an email regarding counseling.

Trustee Paff received an email regarding an agenda item.

B. Board Member Comments

Student Representative Jane Weichert provided the Board an update of events happening at Pacific Grove High School.

Trustee Paff thanked the Pacific Grove Middle School staff for their hospitality on his recent site visit.

C. Superintendent Report

Superintendent Porras thanked Director of Maintenance and Transportation Matt Kelly, as well as his staff, for all their work on facilities, maintenance and transportation, thanking Kelly for his great leadership.

D. PGUSD Staff Comments (Non Agenda Items)

Director of Curriculum and Special Projects Ani Silva thanked Principal Martinez for the Burlington English ESL at the adult school.

Pacific Grove High School Assistant Principal Sean Keller celebrated VAPA/Hispanic Heritage week, and noted the CTE industry partner sent forms home to parents to build CTE intern and mentorships.

Pacific Grove High School Principal Matt Bell congratulated student golfer Rachel Choy who got a hole in one.

Director of Education Technology Matthew Binder highlighted guest speaker Josh Ochs on his upcoming presentation on safe, smart social media. Binder also thanked Assistant Superintendent Rick Miller, Student Safety Director Barbara Martinez, and Director of Curriculum and Special Projects Ani Silva for coming together to make this event happen.

Pacific Grove Middle School Assistant Principal Jason Tovani noted a training scheduled at CHOMP for students.

Janine and Marin thanked the Board, Principal Martinez and Director Silva for their work with Burlington English.

Forest Grove Principal Buck Roggeman invited the Board to watch the students costume parade on Halloween.

Nutrition Director Dianne Hobson invited the Board to attend the annual football BBQ.

Jennifer Ross noted that she and Diane Beron completed the Safe School Certification.

Robert Down Principal Linda Williams invited the Board to a PG Library fundraiser, as well as to watch the students costume parade on Halloween.

Adult School teacher Ken Ottmar thanked the Adult School and the teachers for an awesome job.

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

None.

VII. CONSENT AGENDA

- A. Minutes of October 6, 2016 Regular Board Meeting
- B. Certificated Assignment Order #5
- C. Classified Assignment Order #5
- D. Out of County or Overnight Activities

MOTION Crandell/Paff to approve consent agenda as presented.

Public comment: none

Motion CARRIED 5 – 0

VIII. ACTION/DISCUSSION

- A. Resolution #985 Supporting Proposition 55

Superintendent Porras presented information to the Board. The Board discussed this item.

MOTION Crandell/Phillips to approve Resolution #985 Supporting Proposition 55.

Public comment: none

Motion CARRIED by roll call vote 4 – 1

- B. Pacific Grove High School Choir Course

Pacific Grove High School Principal Matt Bell presented information to the Board. The Board discussed this item, and thanked Olivia Caine.

MOTION Swanson/Crandell to approve the Pacific Grove High School Choir Course to begin immediately.

Public comment:

Olivia Caine thanked the Board for considering this item, thanked Administration, and was so happy.

Motion CARRIED 5 – 0

- C. Board Calendar/Future Meetings

No action taken.

IX. INFORMATION/DISCUSSION

A. Pacific Grove Adult Education Childcare Center

Adult Education Principal Barbara Martinez and Director of Maintenance and Transportation Matt Kelly presented information to the Board including a discussion with the Board on the existing site and plans. The Board discussed this item, including risks and funding concerns.

B. Review of the Free and Reduced Meals Program

Assistant Superintendent Rick Miller presented information to the Board. The Board discussed this item.

Public Comment:

Marge Ann of Cedar St. Times asked about the potential influx from the Pebble Beach housing project. Miller noted it would likely make only a slight difference.

MOTION Paff/Crandell to extend the meeting to 10:45 p.m.

Public comment: none

Motion CARRIED 5 – 0

C. Information Regarding the Issuance of Series B of the Ed Tech Bond

Assistant Superintendent Rick Miller and Dale Scott of Dale Scott & Co. presented information to the Board. The Board discussed this item, including interest rates, budget concerns. The Board directed Administration to review and understand all marketing material and bring this item back as an Action item.

D. Pacific Grove Middle School Math Update

Pacific Grove Middle School Principal Sean Roach presented information to the Board. The Board thanked Roach for his work and the change he is making.

E. Increasing Counselor FTE for Robert Down and Forest Grove Elementary Schools

Director of Student Services Clare Davies presented information to the Board. The Board discussed this item along with Principal Roggeman, Principal Williams, and Counselor Sonda Frudden. The Board discussed this item including needs of students, finances. The Board deferred to Administration to determine the need.

F. Robert Down Elementary and Forest Grove Elementary Portables

This item will be brought back to the next Board meeting on Thursday, November 17, 2016.

G. Future Agenda Items

California Healthy Kids Survey Follow-Up (November 17)
 Senior Class Projects Review (November 17)
 Homework Policy Review (November 17)
 Spanish Class at Elementary Schools
 Pebble Beach Housing Project

The Board requested the bus schedule and double-up days be added to future agenda.

X. ADJOURNED

10:51 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

SUBJECT: Certificated Assignment Order #6

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

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #6

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. 6
November 17, 2016**

TEMPORARY ASSIGNMENT:

Ali Lyon, RDE, Kinder Teacher, Temporary Long Term Substitute, 0.50 FTE, Column III, Step 4, effective November 1, 2016 through June 2, 2017 only (new position)

Lindsay Munoz, PGHS, AP, Temporary, Short-term, paid daily at the AP Management Salary Schedule Rate, Cell 8 effective Friday, November 4, 2016 through November 11, 2016 only

CHANGE OF ASSIGNMENT:

Maurisa Alt, from PGAS, Parent Education Instructor, to FGE Teacher (TK), Part-time, 0.50 FTE, Column I, Step 3, effective upon completion of successful recruitment for PGAS Parent Ed Instructor (replaces Nicki Klevan who permanently reduced FTE)

Before and/or After School EL Tutoring, 3 hours per week, paid at the hourly instructional rate, effective 2016-17 school year:

FGE: Jayne Lord

2016-17 PAR PANEL, approximately 1.5 hrs./month, paid per time sheet at the PGTA hourly instructional rate:

Christina Renteria, Kathy Hunter

2016-17 GATE Classes, paid at the PGTA certificated hourly rate, effective November 1, 2016

| Employee | Site | GATE Assignment | Schedule, Not to Exceed | Funding |
|-----------------|-------------|------------------------|--------------------------------|----------------|
| Barbara Priest | PGMS | Music | 1.5 hrs./week | GATE |

SUBSTITUTES:

Madelyn Eberly, PGHS Science, Long-term sub, effective November 7, 2016 through April 17, 2017 (replaces Adrianne D'Amico during maternity/child rearing leave)

Jeff McDowell, PGMS PE, Long-term sub, effective November 8, 2016 and until recruitment procedures are complete for an incumbent probationary offer of employment

Melissa Andersen
Jillian Bergren
Megan DeCampli
Alan Estrada
Craig Kelso
Anne Perry

REVISED: Page 1 of 2

SUBJECT: Classified Assignment Order #6

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

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #6.

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. 6
November 17, 2016**

REVISED: 2 of 2

NEW HIRE:

Monica Valero, District Confidential Payroll/Benefits Specialist, full-time, 8 hours per day, 5 days per week, 12 month work calendar, Confidential Range, Step E, effective December 1, 2016 (replaces retiree, Carole Anloff)

TEMPORARY, ADDITIONAL ASSIGNMENT:

Maria Sicairos, PGHS, Math Tutor, Temporary, 2 hours per week, paid per time sheet, Range 30, Step E, effective October 21, 2016 through June 2, 2017 only

Maria Sicairos, PGMS, EL Tutor After School, Temporary, 2 hours per week, paid per time sheet, Range 30, Step E, effective November 1, 2016 through June 2, 2017 only (Title III LEP funding)

Ariana Macias Rivera, PGMS, Instructional Assistant (EL) 3 hours per week, paid per time sheet Range 30, Step E, effective November 7, 2016 through June 2, 2017

SUBSTITUTE:

George Vigil, Custodial

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

| | |
|-------------------------------|----------------------------|
| Wells Fargo Community Support | \$ 400 |
| PG Pride | \$3,075 (September grants) |

Robert H. Down Elementary School

| | |
|----------|---------------------------|
| PG Pride | \$6,211 (August grants) |
| PG Pride | \$ 433 (September grants) |

Pacific Grove Middle School

| | |
|--------------------------|-------------------------|
| PG Pride | \$7,750 (August grants) |
| Mr. & Mrs. Ballerini | \$ 100 (Garden habitat) |
| Sasha Howard | \$ 100 (Garden habitat) |
| Mr. & Mrs. Brian Jameson | \$ 100 (Garden habitat) |
| Big Sur Marathon | \$1,250 (undesignated) |
| Walt Bennett | Violin (valued \$506) |

Pacific Grove High School

| | |
|------------------------------|----------------------------|
| PG Pride | \$2,500 (September grants) |
| AFCEA Educational Foundation | \$1,000 (STEM/Richmond) |

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

| | |
|-------------------------------|-----------------|
| Monterey Peninsula Foundation | \$10,000 (GATE) |
|-------------------------------|-----------------|

Ref: Donations

SUBJECT: Out of County or Overnight Activities

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

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

| <u>DATE</u> <u>DESTINATION</u> | <u>STUDENTS/CLASS</u> <u>ACTIVITY</u> | <u>TRANSPORTATION</u> | <u>COST</u> | <u>FUNDING SOURCE</u> |
|--|--|-----------------------|-------------|-----------------------|
| March 10, 2017 Mission San Juan Bautista Historical Park San Bautista, CA | RD 4 th Grade classes Mission tour | Auto | \$250 | PG Pride grant |
| November 17-19 First United Methodist Church Palo Alto, CA | HS Choir | Auto | \$150 | Student funded |
| Nov., 2016-March, 2017 Various Cities | Athletics Events See Attached | District bus/Charter | TBD | District Athletics |

rec
11/3/16

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

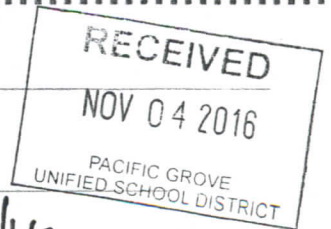
Date of Activity 11/19-11/20/2016 Day of Activity Thurs - Sat
Place of Activity Palo Alto, CA
School PGHS Grade Level 9-12
School Departure Time 7:00 AM ☒ PM ☐
Pickup Time From Place of Activity 5:00 AM ☐ PM ☒
Name of Employee Accompanying Students School
Michelle Boulware, Linda Lyon
Number of Adults 2 Number of Students 6
Class or Club Choir
Description of Activity Participation in auditioned Honor Choir
Education Objective Participation in a higher level honor choir working w/a
List All Stops First United Methodist Church Palo Alto, CA + Creekside college professor Inn, Palo Alto
Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
() Charter ☒ Auto* () Walk () Other**

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

1. NOTE: Board Regulation 3541.1 Requirements Will Be Complied With When Using Private Autos MB
(Teachers Initials)
2. If using vans, you MUST list who the drivers are. _____
3. Cost of Activity \$ 150
4. Cost of Transportation \$ —
Total Cost (Activity + Transportation) \$ 150
5. Fund to be Charged for all activity expenses: () Acct. Code _____
(☒) Students _____
() Other _____
6. Requested By Michelle Boulware Michelle Boulware Date 10/31/16
Employee's Signature AND Printed Name (Employee accompanying students on activity)
7. Recommend Approval [Signature] Date 11/3/16
Principal's Signature

Transportation Department/District Office Use Only

Bus(s) () Available () Not Available Date Received _____
Cost Estimate \$ _____
Approved By _____ Date _____
Approved By [Signature] Date 11/7/16
Transportation Supervisor Assistant Superintendent
Date of Board Approval _____



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

Consent Agenda Item E
Copy to [unclear] 11/7

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 March 10, 2017 Day of Activity Friday
 Place of Activity San Juan Bautista State Historical Park, Old Mission
406 2nd St. San Juan Bautista, CA
 School Robert Down Elementary Grade Level San Juan Bautista Gift Shop/Mission
4th
 School Departure Time 8:45 (AM) PM
 Pickup Time **From** Place of Activity 2:00 PM AM PM
 Name of Employee Accompanying Students S. Dacuyan, Anne Hober
 Number of Adults 14 Number of Students 46
 Class or Club Fourth Grade
 Description of Activity CA History State Parks Tour / Mission Tour
 Education Objective Hands-On CA History and Language Arts Standards
 List All Stops Historic Park and San Juan Bautista Mission
 Means of Transportation: () 84 Passenger () 72 Passenger () 48 Passenger () 18 Passenger
 () Charter (☒) Auto* () Walk () Other**

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

1. NOTE: Board Regulation 3541.1 Requirements Will Be Complied With When Using Private Autos J.S.A.
 (Teachers Initials)
 2. If using vans, you MUST list who the drivers are. _____
 3. Cost of Activity \$ \$250.00
 4. Cost of Transportation \$ _____
 Total Cost (Activity + Transportation) \$ 250.00
 5. Fund to be Charged for all activity expenses: () Acct. Code _____
 () Students _____
 (☒) Other PG Pride Grant
 6. Requested By S. Dacuyan A. Hober Date Oct. 7, 2016
 Employee's Signature AND Printed Name (Employee accompanying students on activity)
 7. Recommend Approval [Signature] Date 10-7-16
 Principal's Signature

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

Bus(s) () Available () Not Available

Date Received _____

Cost Estimate \$ _____

Approved By _____
 Transportation Supervisor

Date _____

Approved By _____
 Assistant Superintendent

Date of Board Approval November 17, 2016

Updated 12/15/15



2016 PGHS AthleticsWinter *OUT OF COUNTY & OVERNIGHT*

| Date | Team | Event | Teams | Transportation | Time | County |
|-------------------------|----------|-------------------------------------|----------------|----------------|---------------|--------------------|
| Boys Basketball | | | | | | |
| 11/29/16 | BBB | San Benito | F/ JV/ V | Bus / Van | 2:30 | San Benito |
| 12/1-12/3/15 | BBB | San Benito Tournament | JV | Bus and Vans | TBA | San Benito |
| Girls Soccer | | | | | | |
| 12/6/16 | GS | Prospect HS (SJ) | JV/ VAR | Bus | 1:15 | Santa Clara |
| Boys Soccer | | | | | | |
| 12/9/16 | BS | Soquel | JV/ VA R | Bus | 2:15 | Santa Cruz |
| 12/15/16 | BS | SLV | JV / Var | Bus | 3:30 | Santa Cruz |
| 1/10/17 | BS | Oakwood | Varsity | Bus | 1:45 | Santa Clara |
| 1/12/17 | BS | PCH | Varsity | Bus | 1:45 | Santa Cruz |
| 2/14/17 | BS | Anzar | Varsity | Bus | 1:45 | Santa Cruz |
| Girls Basketball | | | | | | |
| 12/13/16 | GBB | Aptos | JV / Varsity | Bus | 2:30 | Santa Cruz |
| 12/15/16 | GBB | Santa Cruz | JV/Varsity | Bus | 2:30 | Santa Cruz |
| Wrestling | | | | | | |
| 12/3/16 | W | Harbor Tournament | JV | Vans | 10:00 | Santa Cruz |
| 12/10/16 | W | Webber Tournament | Varsity | Van | 10:00 | Santa Clara |
| 12/17/16 | W | Buzolich Classic | Varsity | Vans | 6:30 | Santa Clara |
| 12/17/16 | W | Lynbrook Tournament | JV | Vans | 7:00 | Santa Clara |
| 1/7/17 | W | Apple Cider (Watsonville) | Varsity | Vans | 6:00am | Santa Cruz |
| 1/14/17 | W | Bert Mar Invitational (Gilroy) | Varsity | Vans | 6:00am | Santa Clara |
| 1/14/17 | W | Wildcat Invitational (Los Gatos) | JV | Vans | 6:00am | Santa Clara |
| 1/28/17 | W | Dawn to Dusk (Kentfield) | Varsity | Vans | 9:00am | Marin |
| 2/19/17 | W | CCS Championship (San Jose) | Varsity | Vans | 9:00am | Santa Clara |
| 2/20/17 | W | CCS Championship (San Jose) | Varsity | Vans | 9:00am | Santa Clara |
| 3/4/17 | W | CIF State Championship | Varsity | Vans | 9:00am | Bakerfield |

BOLD are overnight and will require added paperwork

SUBJECT: Warrant Schedule 577

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from September 29, 2016 through October 31, 2016.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 577

Warrants- Payroll

OCTOBER '16

| | | | |
|----------------------|------------------|----|---------------------|
| Certificated- | Regular 10/05/16 | \$ | 0 |
| | Regular 10/10/16 | \$ | 5,485.44 |
| | Regular 10/14/16 | \$ | 0 |
| | Regular 10/31/16 | \$ | 1,384,330.58 |
| Total Certificated | | \$ | <u>1,389,816.02</u> |
| Other- | Regular 10/05/16 | \$ | 0 |
| | Regular 10/10/16 | \$ | 0 |
| | Regular 10/14/16 | \$ | 0 |
| | Regular 10/31/16 | \$ | 0 |
| Total Other | | \$ | <u>0</u> |
| Classified- | Regular 10/05/16 | \$ | 0 |
| | Regular 10/10/16 | \$ | 135.30 |
| | Regular 10/14/16 | \$ | 0 |
| | Regular 10/31/16 | \$ | 510,420.96 |
| Total Classified | | \$ | <u>510,556.26</u> |
| <u>TOTAL PAYROLL</u> | | \$ | <u>1,900,372.28</u> |

Warrants- AP

| | | | |
|--|------------|----|---------------------|
| Warrants <u>12264986</u> through <u>12265009</u> | (09/29/16) | \$ | <u>22,698.76</u> |
| Warrants <u>12265685</u> through <u>12265716</u> | (10/04/16) | \$ | <u>47,363.81</u> |
| Warrants <u>12266321</u> through <u>12266347</u> | (10/06/16) | \$ | <u>164,230.88</u> |
| Warrants <u>12266984</u> through <u>12267016</u> | (10/11/16) | \$ | <u>73,833.74</u> |
| Warrants <u>12267754</u> through <u>12267764</u> | (10/13/16) | \$ | <u>16,779.89</u> |
| Warrants <u>12268557</u> through <u>12268579</u> | (10/18/16) | \$ | <u>41,643.66</u> |
| Warrants <u>12269349</u> through <u>12269375</u> | (10/20/16) | \$ | <u>60,293.70</u> |
| Warrants <u>12270024</u> through <u>12270044</u> | (10/25/16) | \$ | <u>14,866.11</u> |
| Warrants <u>12271493</u> through <u>12271501</u> | (10/27/16) | \$ | <u>20,568.88</u> |
| <u>TOTAL WARRANTS</u> | | \$ | <u>2,362,651.71</u> |

SUBJECT: Pacific Grove Community High School Graduation Requirements for 2017-2018

PERSON(S) RESPONSIBLE: Matt Bell, Community High School Principal

RECOMMENDATION:

The Pacific Grove Community High School Administration recommends that the Board review and approve the Pacific Grove Community High School Graduation Requirements commencing with the 2017-2018 school year.

BACKGROUND:

The staff at Pacific Grove Community High School has reviewed the graduation requirements and course offerings for the 2017-2018 school year due to the changing curricular needs. The two courses to be revised are part of an ongoing discussion with staff and the School Site Council for the last two years with the plans to implement these changes for the 2017-2018 school year.

INFORMATION:

The proposed changes include the following:

- Health credits will be increased from 2.5 to 5, along with an updated course description. Based on the Healthy Kids Surveys, instruction will better address students' emotional and mental health. Instruction will also increase in nutrition and health, emphasizing healthy lifelong eating habits.
- Vocational Education credits will be increased from 2.5 to 5 along with an updated course description. Based on the newly revised mission statement of Pacific Grove Community High School, and on mission statements in schools across the nation, expanding our Career and Technical Education/Vocational Education course offerings will help our students to be more college and career ready.

These changes will bring Pacific Grove Community High School into better alignment with Pacific Grove High School, increasing the total credits to graduate from 195 to 200. If approved, both high schools will have 170 credits in the required subjects. The only difference would be in the elective credits.

If these changes are approved this year the teachers will be able to collaborate and plan for the 2017-2018 school year.

FISCAL IMPACT:

None

| |
|---|
| <p align="center">PACIFIC GROVE COMMUNITY HIGH SCHOOL GRADUATION REQUIREMENTS</p> <p align="center">2016-2017</p> |
|---|

To earn a high school diploma from Pacific Grove Community High School a student must earn a minimum of **195 units of credit and complete 48 hours of Community Service.**

165 credits must be in the required subjects listed below plus **30 credits** of Electives.

40 credits English

10 credits each in English 1, 2, 3, and 4

40 credits Social Studies

| | |
|------------|---------------|
| 10 credits | Geography |
| 10 credits | World History |
| 10 credits | US History |
| 5 credits | Government |
| 5 credits | Economics |

20 credits Science

| | |
|------------|------------------|
| 10 credits | Life Science |
| 10 credits | Physical Science |

20 credits Mathematics

Must include Integrated Math II or equivalent

20 credits Physical Education

10 credits Fine Arts or Foreign Language

10 credits Computer Arts

| | |
|-----------|----------------------|
| 5 credits | Microsoft Office |
| 5 credits | Multi-media projects |

5 credits Health/Vocational Ed

| | |
|-------------|---------------|
| 2.5 credits | Health |
| 2.5 credits | Vocational Ed |

30 credits Electives

| |
|---|
| <p align="center">PACIFIC GROVE COMMUNITY HIGH SCHOOL GRADUATION REQUIREMENTS</p> <p align="center">2017-2018</p> |
|---|

To earn a high school diploma from Pacific Grove Community High School a student must earn a minimum of **200 units of credit and complete 48 hours of Community Service.**

170 credits must be in the required subjects listed below plus **30 credits** of Electives.

40 credits English

10 credits each in English 1, 2, 3, and 4

40 credits Social Studies

| | |
|------------|---------------|
| 10 credits | Geography |
| 10 credits | World History |
| 10 credits | US History |
| 5 credits | Government |
| 5 credits | Economics |

20 credits Science

| | |
|------------|------------------|
| 10 credits | Life Science |
| 10 credits | Physical Science |

20 credits Mathematics

Must include Integrated Math II or equivalent

20 credits Physical Education

10 credits Fine Arts or Foreign Language

10 credits Computer Arts

| | |
|-----------|----------------------|
| 5 credits | Microsoft Office |
| 5 credits | Multi-media projects |

10 credits Health/Vocational Ed

| | |
|-----------|---------------|
| 5 credits | Health |
| 5 credits | Vocational Ed |

30 credits Electives

SUBJECT: Adoption of Resolution #986 – Issuance and Sale of 2014 Election Series B Education Technology Bonds.

PERSON RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Resolution #986, which will allow the District to issue Education Technology General Obligation Bonds.

BACKGROUND:

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

Series A of this bond was issued following the election in November, 2014 in the amount of \$2,328,234 and has been fully expended.

INFORMATION:

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

FISCAL IMPACT:

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

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

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

RESOLUTION NO. 986

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

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

WHEREAS, on February 12, 2015, the District issued its Pacific Grove Unified School District 2014 Election, Series A General Obligation Ed Tech® Bonds in the aggregate principal amount of \$2,370,000 pursuant to the Bond Measure; and

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

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

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

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

approved and ratified. Alternatively the County of Monterey Treasurer or other officer may act as Paying Agent.

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

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

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

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

SECTION 3. *Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel, the firm of Dale Scott & Company, has previously been engaged to act as the District's financial advisor, and the firm of Brandis Tallman LLC has been engaged to perform placement agent services. The estimated costs of issuance associated with the bond sale are \$110,000, which include bond counsel fees, financial advisor fees, placement agent fees, bank counsel fees and paying agent fees.

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

SECTION 4. *Tax Covenants.*

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

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

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

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B 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 Requirement. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series B Bonds.

SECTION 5. *Approval of Official Actions to Close Transaction*. The Superintendent, the Chief Business Officer, the Clerk of the Board and any and all other officers of the District are each alone authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds, including specifically a contract for professional services with Jones Hall, A Professional Law Corporation, as bond counsel, Dale Scott & Company as Financial Advisor, and with Brandis Tallman LLC as placement agent, the proposed forms of contracts between the District and such firms being on file with the Superintendent. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

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

* * * * *

PASSED AND ADOPTED this 17th day of November, 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

PAYING AGENT AGREEMENT

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

This PAYING AGENT AGREEMENT (this "Agreement"), dated as of December 1, 2016, is between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "District") and U.S. BANK NATIONAL ASSOCIATION, as paying agent (the "Paying Agent").

B A C K G R O U N D :

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

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

3. On February 12, 2015, the District issued its Pacific Grove Unified School District 2014 Election, Series A General Obligation Ed Tech® Bonds in the aggregate principal amount of \$2,370,000 pursuant to the Bond Measure; and

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

A G R E E M E N T :

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

ARTICLE I

DEFINITIONS; AUTHORITY

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

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

"Authorizing Resolution" means Resolution No. ____ adopted by the Board on November 17, 2016, authorizing the issuance of the Series B Bonds.

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

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

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

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

"Closing Date" means December 15, 2016, being the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Original Purchaser.

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

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

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

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

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

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

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

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

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

"Event of Taxability" means a determination by the Internal Revenue Service that interest on the Bonds is includible for federal income tax purposes in the gross income of the owner thereof due to the District's action or failure to take any action with respect to its obligations hereunder.

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

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

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

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

"Interest Payment Date" means [February 1, 2017], and the first day of each succeeding February and August.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect on, the operations, business, assets, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the District; (b) a material impairment of the rights and remedies of the Purchaser under this Agreement or the Bonds, or the ability of the District to perform its obligations thereunder; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability of this Agreement and the Bonds against the District.

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

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

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

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

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

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

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

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

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

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

"Taxable Rate" means an interest rate sufficient such that the total interest to be paid to the Lender on any interest Payment Date would, after such interest was reduced by the amount of any U.S. federal, state and local income tax (including any interest or penalties) actually imposed thereon, equal the amount of interest due on the then unpaid principal amount of the

Bonds; provided, however, that in no event shall the Taxable Rate exceed twelve percent (12%) per annum.

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

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

SECTION 1.02. *Interpretation.*

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

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

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

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

ARTICLE II

TERMS OF BONDS

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

SECTION 2.02. *Terms of Bonds.*

(a) Form; Numbering. The Series B Bonds shall be issued as fully registered Bonds, in authorized denominations of \$100,000 and whole multiples of \$1,000 in excess thereof, without coupons. Series B Bonds shall be lettered and numbered as the Paying Agent may prescribe.

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

(c) Maturities; Interest. The Series B Bonds shall mature on August 1, 2021 and shall bear interest (calculated on the basis of a 360-day comprised of twelve 30-day months) at the rate of _____% per annum.

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

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

So long as the Series B Bonds are owned by the Original Purchaser, the following shall apply: (a) the Series B Bonds are not required to be presented and surrendered to the Paying

Agent for payment at any time prior to the final maturity thereof, and (b) the Paying Agent will pay the principal of and interest on the Series B Bonds by wire transfer to the Original Purchaser in accordance with the wire transfer instructions provided by the Original Purchaser to the Paying Agent from time to time; provided that principal on the Series B Bonds which is payable at maturity shall be made only upon presentation and surrender thereof at the Office of the Paying Agent as set forth in the preceding paragraph.

(e) Event of Taxability. Upon the occurrence of an Event of Taxability, the Bonds shall bear interest at the Taxable Rate from the date interest on the Bonds is determined by the Internal Revenue Service to be includible in the gross income of the owner thereof for federal income tax purposes.

SECTION 2.03. *Redemption.*

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

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

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

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

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

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

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

SECTION 2.06. *Transfer of Bonds.*

(a) Limitations on Transferability.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

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

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

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

SECTION 3.03. *Costs of Issuance Account.* The Paying Agent shall establish a separate account known as the Costs of Issuance Account. There shall be deposited into the Costs of Issuance Account the amount specified in Section 3.02(c). The moneys in the Cost of Issuance Account shall be used solely for the purpose of the payment of Costs of Issuance upon receipt by the Paying Agent of invoices approved by the District, on or after the Closing Date. Any funds remaining in the Costs of Issuance Account on March 15, 2017, shall be transferred by the Paying Agent to the County Treasurer, for deposit to the Debt Service Fund, and the Costs of Issuance Account shall be closed. The Paying Agent shall hold moneys on deposit in the Costs of Issuance Account in cash.

ARTICLE IV

SECURITY FOR THE BONDS; PAYMENT OF DEBT SERVICE

SECTION 4.01. *Security for the Bonds.*

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

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

SECTION 4.02. *Building Fund.* The County Treasurer shall create and maintain a fund designated as the "Pacific Grove Unified School District, 2014 Election, Series B Building Fund," into which the proceeds from the sale of the Series B Bonds shall be deposited, to the extent required under Section 3.02(a). The County Treasurer shall maintain separate accounting for the proceeds of the Series B Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series B Bonds shall be expended by the District solely for the financing of projects for which the Series B Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series B Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series B Bonds, any such excess amounts shall be transferred to the general fund of the

District, to be applied for the purposes for which the Series B Bonds have been authorized or otherwise in accordance with the Bond Law.

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

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

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

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

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

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

ARTICLE V

FINANCIAL COVENANTS; TAX COVENANTS

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

SECTION 5.02. *Levy for Payment of Bonds.* The District shall take all steps required by law and by the County to ensure that the Board of Supervisors of the County shall annually levy a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Series B Bonds as and when the same becomes due.

SECTION 5.03. *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 expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent (who shall have no duty to inspect) and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.04. *Protection of Security and Rights of Bond Owners.* The District will preserve and protect the security of the Bonds and the rights of the 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 Bonds by the District, the Bonds shall be incontestable by the District.

SECTION 5.05. *No Arbitrage.* The District shall not take, or permit or suffer to be taken by the Paying Agent or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

SECTION 5.06. *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 the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

SECTION 5.07. *Private Activity Bond Limitation.* The District shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

SECTION 5.08. *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

SECTION 5.09. *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of Excess Investment Earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds.

SECTION 5.10. *Information Report.* The Superintendent is hereby directed to assure the filing of an information report for the Bonds in compliance with Section 149(e) of the Code.

SECTION 5.11. *Records and Accounts.* The District shall cause to be prepared annually, within 180 days after the close of each Fiscal Year so long as any of the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year showing all revenues and expenditures of the District for such Fiscal Year. The District shall furnish a copy of such statements to the Original Purchaser.

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

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

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

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

ARTICLE VI

THE PAYING AGENT

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

REMEDIES OF BOND OWNERS

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

- (a) Failure to pay any installment of the principal of any Series B Bonds when due.
- (b) Failure to pay any installment of interest on the Series B Bonds when due.

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

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

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

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

ARTICLE VIII

AMENDMENT OF THIS AGREEMENT

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

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

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

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

SECTION 8.03. *Prohibited Amendments.* No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series B Bonds the consent of the Owners of which

is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Series B Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX

MISCELLANEOUS

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

SECTION 9.02. *Defeasance.*

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

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

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

are not required for the payment of Series B Bonds not theretofore surrendered for such payment or redemption.

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

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

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

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

(d) Payment of Bonds After Discharge of Agreement. Notwithstanding any provisions of this Agreement, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two

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

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

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

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

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

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

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

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

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

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

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

If to the District:

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

If to the Paying Agent:

U.S. Bank National Association
One California Street, Suite 1000
San Francisco, California 94111
Attn: Global Corporate Trust Services

If to the Original Purchaser:

Attention: _____

SECTION 9.10. *Unclaimed Moneys.* Anything in this Agreement to the contrary notwithstanding, subject to the laws of the State of California, any moneys held by the Paying Agent for the payment and discharge of any of the Series B Bonds which remain unclaimed for two years after the date when such Series B Bonds have become due and payable, either at their stated maturity dates, if such moneys were held by the Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Series B Bonds become due and payable, shall, at the Written Request of the District, be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Series B Bonds;

provided, however, that before being required to make any such payment to the District, the Paying Agent shall, at the expense of the District, cause to be mailed to the Owners of all such Series B Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the District.

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

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

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By _____
Superintendent

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Officer

APPENDIX A**FORM OF BOND****REGISTERED BOND NO. 1*******\$***********PACIFIC GROVE UNIFIED SCHOOL DISTRICT****(Monterey County, California)****2014 ELECTION, SERIES B GENERAL OBLIGATION ED TECH® BOND
(BANK QUALIFIED)****INTEREST RATE****MATURITY DATE:****DATED DATE:****REGISTERED OWNER:****PRINCIPAL SUM:****************

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

The PACIFIC GROVE UNIFIED SCHOOL DISTRICT (the "District"), located in Monterey County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing February 1, 2017 (each, an "Interest Payment Date"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th calendar day of the month immediately preceding any Interest Payment Date (each, a "Record Date") and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2017, in which event it will bear interest from the Dated Date set forth above.

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

\$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

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

This Bond is one of a duly authorized issue of bonds of the District designated as "Pacific Grove Unified School District 2014 Election, Series B General Obligation Ed Tech® Bonds" (the "Bonds") in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code (the "Bond Law"), pursuant to a resolution of the District adopted November 17, 2016 (the "Resolution"), authorizing the issuance of the Bonds, and a Paying Agent Agreement dated as of December 1, 2016 (the "Paying Agent Agreement") between the District and the Paying Agent. Reference is hereby made to the Resolution and the Paying Agent Agreement (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution and Agreement the Owner of this Bond, by acceptance hereof, assents and agrees.

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

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

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

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

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

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

| Sinking Fund Redemption Date (August 1) | Principal Amount To Be Redeemed |
|--|------------------------------------|
|--|------------------------------------|

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

If an Event of Taxability, as defined in the Paying Agent Agreement, shall occur, the principal amount of the Bonds will thereafter bear interest at the Taxable Rate, as defined in the Paying Agent Agreement.

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

when due, without limitation as to rate or amount, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

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

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By _____
President
Board of Education

Attest:

Clerk, Board of Education

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By: _____
Authorized Signatory

* * * * *

ASSIGNMENT

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

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

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

Dated: _____

Signature Guaranteed:

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

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

APPENDIX B

FORM OF INVESTOR LETTER

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

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

Ladies and Gentlemen:

The undersigned (the "Purchaser") is purchasing all of the outstanding Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series B General Obligation Ed Tech® Bonds (the "Bonds"). The terms of the Bonds are specified in the Paying Agent Agreement dated as of December 1, 2016 (the "Paying Agent Agreement"), by and between the Pacific Grove Unified School District (the "District") and U.S. Bank National Association, as paying agent (the "Paying Agent"). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Paying Agent Agreement.

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

(a) The Purchaser understands and acknowledges that the District will rely on the certifications, representations, warranties, acknowledgements, and covenants contained in this Investor Letter.

(b) The Purchaser is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to purchase the Bonds.

(c) The Purchaser (MARK OR INDICATE APPROPRIATELY):

☐ is a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or

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

(d) The Purchaser is not purchasing the Bonds for more than one account, has no present intention to resell the Bonds, and is not purchasing the Bonds with a view to distributing the Bonds.

(e) The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations similar to the Bonds, to be capable of evaluating the merits and risks of an

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

Very truly yours,

[Printed Name of Purchaser]

By: _____

Name: _____

Title: _____

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

BOND PURCHASE CONTRACT

_____, 2016

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

Ladies and Gentlemen:

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

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

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

In all other respects, the Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the Resolution of the Board of Education of the District adopted on November 17, 2016 (the "Resolution"); and Article 4.5 of Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code and other applicable law (collectively, the "Act"). All capitalized terms used herein without definition shall have the meanings given to them in the Resolution.

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

as of December 1, 2016 (the "Paying Agent Agreement") by and between the District and the Paying Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) No Financial Advisory or Fiduciary Relationship. The District acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the District and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the District, (iii) the Purchaser and its affiliates are relying on the Purchaser exemption in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the District on other matters), (v) the Purchaser and its affiliates have financial and other interests that differ from those of the District, and (vi) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

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

(p) (i) For purposes of this paragraph (p), the following terms shall have the following meanings. "*Anti-Corruption Laws*" means all laws, rules, and regulations of any jurisdiction applicable to the District, its subsidiaries or affiliates from time to time concerning or relating to bribery or corruption. "*Patriot Act*" or "*USA Patriot Act*" means the USA Patriot Act signed into law on October 26, 2001 (U.S.C. Section 5318), as the same may be amended, supplemented or modified from time to time. "*Person*" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof. "*Sanctioned Country*" means, at any time, a country or territory which is the subject or target of any Sanctions. "*Sanctioned Person*" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or

any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person. “*Sanctions*” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

(ii) Compliance with Anti-Corruption Laws, Sanctions Laws and Regulations. (A) The District has implemented and maintains in effect policies and procedures designed to ensure compliance by the District, its subsidiaries, affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the District, its subsidiaries, affiliates and their respective officers and employees and to the knowledge of the District its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects; (B) none of (1) the District, any subsidiary, affiliate or any of their respective directors, officers or employees, or (2) to the knowledge of the District, any agent of the District, any subsidiary or affiliate that will act in any capacity in connection with or benefit from the issuance of the Bonds, is a Sanctioned Person; and (C) no Bond, use of proceeds or other transaction contemplated by this Purchase Contract will violate Anti-Corruption Laws or applicable Sanctions.

(iii) Patriot Act. The District (A) will comply with all foreign and domestic laws, rules and regulations (including the USA Patriot Act, foreign exchange control regulations, foreign asset control regulations and other trade-related regulations) now or hereafter applicable to the Bonds, the transactions underlying such Bonds or the District's execution, delivery and performance of this Purchase Contract; (B) will maintain in effect and enforce policies and procedures designed to ensure compliance by the District, its subsidiaries, affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; (C) shall issue the Bonds, and shall not use, and shall procure that its subsidiaries, affiliates and its or their respective directors, officers, employees and agents not use, proceeds of the Bonds (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

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

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

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

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

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

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

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

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

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

(A) Bond Opinion. The unqualified approving opinion of Bond Counsel, dated the Closing Date, addressed to the District, as to the

validity of the Bonds and the tax-exempt status of the Bonds substantially in the form set forth in Exhibit B to this Purchase Contract;

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

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

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

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

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

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

prior to or concurrently with the Closing Date and such documents are in full force and effect;

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

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

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

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

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

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

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

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

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

Section 9. Termination. All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in

compliance with the provisions hereof if, but only if they are in form and substance satisfactory to the Purchaser. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Purchaser. The performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in the Purchaser's sole discretion.

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

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

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

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

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

In the event of litigation, a copy of this agreement may be filed as a written consent to judicial reference under California Code of Civil Procedure section 638 as provided herein.

Section 13. Parties in Interest; Survival of Representations and Warranties. This Purchase Contract is made solely for the benefit of the District and the Purchaser (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser and shall survive the delivery of and payment for the Bonds.

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

_____,
as Purchaser

By: _____

Name: _____

Title: _____

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

EXHIBIT A

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

- a. Purchase Price: \$ _____.
- b. Principal Amount: \$ _____.
- c. Denomination: \$100,000 each, or any integral multiple of \$1,000 in excess thereof.
- d. Form: The Bonds shall be delivered in the form of a single, certificated, fully registered Bond in the full principal amount, without coupons, dated as of the date of issuance thereof, and shall be registered in the name of _____. The Bonds shall be delivered to the Purchaser at closing.
- e. Interest Payable: August 1 and February 1 of each year, commencing February 1, 2017.
- f. Maturity Schedule and Interest Rate: Maturing August 1, 2021 and bearing interest at the rate per annum of _____%, with mandatory sinking fund redemption as follows.

| Sinking Fund Redemption Date | Principal |
|---------------------------------|-----------|
| 8/1/2017 | |
| 8/1/2018 | |
| 8/1/2019 | |
| 8/1/2020 | |
| 8/1/2021 | |

- g. Redemption: The Bonds are not subject to optional redemption prior to maturity.
- h. Closing Date: December 15, 2016, or such other date mutually agreed to by the District and the Purchaser.
- i. Delivery: Payment shall be made by wire transfer to the Paying Agent of the Purchase Price on the Closing Date. Delivery of the Bonds shall be made to the Purchaser at Closing and delivery of the other documents shall be made at the offices of Jones Hall, a Professional Law Corporation, 475 Sansome St., Suite 1700, San Francisco, California 94111, or such other place as shall have been mutually agreed upon by the District and the Purchaser.

EXHIBIT B
FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

December 15, 2016

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

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

Members of the Board of Education:

We have acted as bond counsel to the Pacific Grove Unified School District (the "District") in connection with the issuance by the District of its Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series A General Obligation Ed Tech® Bonds in the aggregate principal amount of \$_____ (the "Bonds"), pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and a resolution of the Board of Education of the District (the "Board") adopted on November 17, 2016 (the "Resolution"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

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

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

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

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

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

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

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

Respectfully submitted,

A Professional Law Corporation

SUBJECT: Job Description Coordinator of Technology Systems

PERSON RESPONSIBLE: Billie Mankey, Director II, Human Resources

RECOMMENDATION:

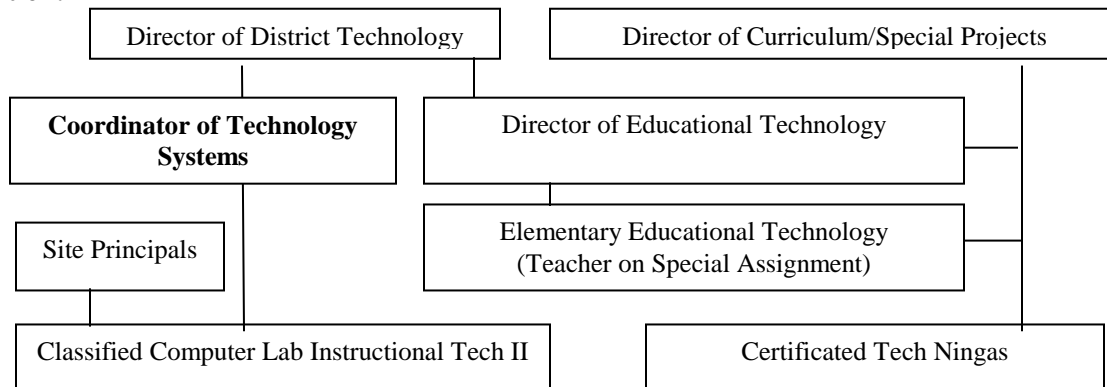
The Administration recommends the Board review and approve the classified management position of Coordinator of Technology Systems, job description and salary.

BACKGROUND:

This position will support managing the infrastructure of district technology

INFORMATION/DESCRIPTION:

The personnel plan for district-wide administrative technology is outlined below to include this position:



OPTIONS:

Approve the plan for district wide administrative technology including updated salary schedule.

1. Approve the Coordinator of Technology Systems salary schedule and job description with additional recommendations.
2. Not approve the Coordinator of Technology Systems salary schedule and job description and provide alternative direction.

FUNDING:

Funding will depend on placement of person hired into this position, but is recommended within this range:

| | | | | | | | | | |
|-----------------------------------|-----|--------|--------|--------|---------|---------|---------|---------|---------|
| Coordinator of Technology Systems | 225 | 91,008 | 94,016 | 97,036 | 100,065 | 103,108 | 106,159 | 109,220 | 112,294 |
|-----------------------------------|-----|--------|--------|--------|---------|---------|---------|---------|---------|

PACIFIC GROVE UNIFIED SCHOOL DISTRICT COORDINATOR OF TECHNOLOGY SYSTEMS

DESCRIPTION OF POSITION

Under the direction of the Superintendent, and the Director of Educational and Informational Technology (Tech Director), this position assists in managing, evaluating, and coordinating all aspects of the district's network operational infrastructure and server infrastructure. May supervise assigned technology staff as directed.

ESSENTIAL FUNCTIONS:

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

- Coordinate the implementation of the District Technology Plan with direction from the Director of Ed Tech & IT (Tech Director) as it relates to technology priorities and goals, systems, systems analysis and operational services and support including the integration of technology, professional development, technical infrastructure, technology leadership and accountability, technology funding and resources, and public awareness
- Assist the Tech Director in district-wide server and client systems, infrastructure software and hardware troubleshooting & support
- Plan, organize, install and maintain all district-wide technology including local and wide area networks
- Implement, maintain, and monitor district-wide network and server security
- Provide leadership and analysis to optimize the effectiveness and efficiency of District operations through the use of technology
- In accordance with district educational technology plan, incorporate current and emerging technologies in short-range and long-range plans to include integration into existing systems throughout the District in support of student learning
- Attend, participate and provide leadership in community and site meetings involving District technology plans and needs
- Coordinate and develop standardization protocols and replacement timelines for technology software and hardware, technology acquisition, and technology implementation throughout the District
- With both the Tech Director and Director of Ed Tech support and provide leadership to the District Technology Committee to create and maintain hardware and long range planning to support technology integration
- Assist the Tech Director implement a scheduled preventive maintenance plan for all applicable software and hardware components
- Assist the Tech Director implement, maintain, and monitor district-wide infrastructure disaster recovery
- Assist in creation and maintenance of district-wide infrastructure documentation and software/hardware procedures
- Coordinate and maintain district-wide structured cabling system and assist in documentation of the cabling system
- Assist both the Tech Director and Ed Tech Director with implementation and maintenance of content filtering technology
- Give feedback and recommendations to Tech Director for timelines & priorities for tech projects and tech helpdesk tickets
- Supervise and train assigned Technology staff
- Evaluate all applicable district-wide database and infrastructure implementations and policies
- Support management and use of Student Information Systems
- Assist and coordinate grant requests for technology funds and ensure compliance with the grant criteria
- Review policies, operations, and procedures related to District technology plans and needs for effectiveness, making modifications to increase operational efficiency
- Disseminate technology related information throughout the District
- Contact vendors for technical purposes
- Develop appropriate bid and quotation specifications

Coordinator of Technology Systems, Continued

Page 2

- Assist the Tech Director and Ed Tech Director monitor, update and maintain a state of the art district website with the assistance of appointed personnel
- Monitor reporting system data entry for accuracy
- Meet schedules and timelines and perform related duties as assigned

KNOWLEDGE OF:

- Modern information systems equipment including servers and microcomputers, terminals, printers and other appropriate hardware and communications equipment
- Computer languages and programming fundamentals
- Principles and operations of local and wide area networks, data communication systems and related software
- Installation, maintenance and repair of information systems equipment
- Educational technology, and resources to support the district's instructional program
- Trends and programs in professional development
- Technology and computer software applications relative to instruction and administration
- Principles and practices of leadership, management, supervision and training
- Budgeting procedures and techniques
- Information systems trends and developments
- Design, implementation, and maintenance of local and wide area networks including WiFi networks
- Applicable sections of State Education Code and other applicable state publications, such as curriculum frameworks and State Board Adopted Content Standards

ABILITY TO:

- Plan and implement the installation and use of integrated information technologies in an educational system
- Stimulate and motivate cooperative team efforts and provide leadership
- Integrate state of the art technology in everyday work and to demonstrate to diverse individuals and group's ways of maximizing the benefits of technology in education
- Train, supervise and evaluate assigned personnel
- Organize and conduct training, staff development activities and to coordinate educational technology projects, conferences, events and activities
- Meet timelines
- Initiate, schedule and carry out a complex and diverse work plan
- Conduct effective professional development in information technologies
- Maintain current knowledge of technological advances in the field
- Establish and maintain effective working relationships with those contacted in the course of work
- Troubleshoot hardware and software problems
- Express ideas and concepts clearly and concisely in both oral and written form.
- Maintain records and complete reports, including web-based reporting
- Read, write and understand the English language
- Learn quickly, work independently, and carry out oral and written instructions
- Communicate and work effectively with the staff and the community
- Work as an effective team leader within the district and with vendors
- Work with others integrating technology into the instructional program

PHYSICAL REQUIREMENTS:

Incorporated within one or more of the essential functions of the position are the essential physical requirements.

ABILITY TO:

- See for purposes of working on the computer, observing support staff and reading materials, reports, budgets and other printed matter

Coordinator of Technology Systems, Continued**Page 3**

- Understand speech at normal levels in person or on the telephone
- Communicate so others will be able to clearly understand a normal conversation in person or on the telephone
- Sit, stand, and walk for extended periods of time
- Assemble and disassemble computer hardware
- Operate equipment, computer, copy machine and other office equipment with dexterity.
- Reach in all directions.
- Climb and stand on ladders
- Think clearly and rationally to solve problems, make good judgments and decisions.
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Meet the travel requirements of this position including driving between school sites as needed.
- Routinely move equipment and supplies weighing up to 30 pounds and to occasionally move equipment and supplies weighing up to 75 pounds.

WORKING CONDITIONS:

- Office and school site work environment subject to extensive travel between and within school sites, sitting at a desk for long periods of time, bending, crouching, or kneeling at files or equipment, climb and stand on ladders, pushing/pulling of file drawers, and reaching in all directions

PROFESSIONAL QUALIFICATIONS:

- Three years experience planning, operating, and managing a technology information and network operational infrastructure and server infrastructure program including experience supervising technical personnel and supporting technology in an educational setting
- Demonstrate expertise with network operations and maintenance and server maintenance
- Two years technical experience managing Student Information Systems preferred
- A Bachelor's degree from an accredited college or university, preferably with a major in a computer science, management information systems, or a closely related field. Graduate degree(s) preferred

LICENSE OR CERTIFICATE:

- Possession of a valid California Driver's license.
- Computer licensing or certification or valid California Teaching Credential in a related field related to computers and/or technology is desirable
- Valid CPR/First Aid Certification desirable.

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

Board Adopted: _____

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, 2016/17 School Year

| | | |
|----------|---|--------------------------------------|
| Aug. 25 | Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School dates ✓ Property tax report ✓ 2016-2017 Consolidated Application ✓ Maintenance/Facilities Update | District Office |
| Sept. 8 | Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Safety/Discipline Report | Forest Grove (School Site Visit) |
| Sept. 22 | Regular Board Meeting ✓ Board Goals – review/revise | Robert Down (School Site Visit) |
| 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 ✓ Maintenance/Facilities Update | 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 |

Board Meeting Calendar, 2016/17 School Year

| | | |
|----------|---|-----------------|
| Jan. 12 | Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary enrollment projection for 2017/18 ✓ Property Tax Update | District Office |
| Feb. 2 | Regular Board Meeting ✓ Budget projections and assumptions ✓ Possible personnel action presented as information ✓ Preliminary Review of Site Master Schedules ✓ Maintenance/Facilities Update | District Office |
| Mar. 2 | Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Possible personnel action (RIF) ✓ Open House schedules reviewed | District Office |
| Mar. 16 | Regular Board Meeting ✓ Budget projections and assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report | District Office |
| Apr. 6 | Regular Board Meeting ✓ Board Priorities for 2017/18 Instructional Program Design ✓ Review of Strategic plan and LCAP ✓ Begin Superintendent Evaluation ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Approve 2017/18 Board meeting calendar, Aug. – Dec. | District Office |
| April 27 | Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic plan and LCAP (as needed) ✓ Review of Facilities Depreciation Schedule | District Office |
| May 4 | Regular Board Meeting ✓ Begin Superintendent Evaluation ✓ California Day of the Teacher ✓ Final Review of Site Master Schedules ✓ Draft 2017/18 Board meeting calendar ✓ Review of Strategic plan and LCAP ✓ Safety/Discipline Report | District Office |
| May 25 | Regular Board Meeting ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2017/18 ✓ Superintendent's evaluation ✓ Identify Board member representatives for graduation ✓ Review Facility Use Fee Schedule ✓ LCAP Public Hearing ✓ Review Governor's revised budget ✓ Present 2017/18 Budget ✓ Maintenance/Facilities Update | District Office |
| June 8* | Regular Board Meeting ✓ Adopt budget for 2017/18 ✓ Recommend approval of LCAP ✓ Complete Superintendent Evaluation | District Office |
| June 29* | Regular Board Meeting ✓ Approval of contracts and purchase orders for 2017/18 | District Office |

**Board to determine morning or evening meeting*

SUBJECT: Robert Down Elementary and Forest Grove Elementary Portables

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

RECOMMENDATION:

The District Administration recommends that the Board review and provide feedback for a portable classroom replacement at Robert Down Elementary School and a new portable at Forest Grove Elementary School.

BACKGROUND:

Recently, the music room portable at Robert Down was found to have an infestation of subterranean termites. A possible cause of this was a poor drainage design on the outside of the building. Staff received estimates to repair the termite damage and bids started at \$80,000 with no guarantee that more damage from termites, mold, and dry rot wouldn't be found. Considering the age of the portable and the uncertainty of repair scope, staff recommends replacement of portable. In addition, Robert Down has identified a need for an additional portable. Adding a second portable to the project would be significantly cheaper now, as opposed to later as a separate project. At Forest Grove there is a need for an extra classroom to accommodate four kindergarten classes in an effort to keep class sizes smaller.

INFORMATION:

Staff received multiple budget numbers from portable manufacturers, contractors, and architects. For budgeting, all portables are 1,440 sf (36'x40').

FISCAL IMPACT:

Fund 40 will be used to pay for the project. See attached budgets.





Congress Ave

Portable Location

ROBERT DOWN PORTABLE PROJECT
(Single Portable)
Preliminary Budget Nov 17, 2016

| <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Total</u> |
|--|-----------------|--------------|---------------------|
| <u>Robert Down</u> | | | |
| 1. Demo Old Building | 1 ls | \$20,000.00 | \$20,000.00 |
| 2. Site Work | 5,000 sf | \$12.00 | \$60,000.00 |
| 3. 36x40 (1,440 SF) Relocatable (includes T1-11 Siding, Wood Foundation, Carpet, HVAC) | 1 ea | \$100,000.00 | \$100,000.00 |
| 4. Concrete Foundation | 1,440 sf | \$22.00 | \$31,680.00 |
| 5. 4LF Sink & Countertop | 1 ls | \$3,500.00 | \$3,500.00 |
| Sub Total | | | \$215,180.00 |
| General Conditions | 15% | | \$32,277.00 |
| Soft Costs | 15% | | \$32,277.00 |
| Contingency | 10% | | \$21,518.00 |
| Total Robert Down (Single Portable) | | | \$301,252.00 |

ROBERT DOWN PORTABLE PROJECT
(Single Portable)
Preliminary Budget Nov 17, 2016

| <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Total</u> |
|--------------------|-----------------|-------------|--------------|
|--------------------|-----------------|-------------|--------------|

ROBERT DOWN PORTABLE PROJECT
(Double Portable)
Preliminary Budget Nov 17, 2016

| <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Total</u> |
|--------------------|-----------------|-------------|--------------|
|--------------------|-----------------|-------------|--------------|

Robert Down

| | | | | |
|--|-------|----|--------------|--------------|
| 1. Demo Old Building | 1 | ls | \$20,000.00 | \$20,000.00 |
| 2. Site Work | 5,000 | sf | \$12.00 | \$60,000.00 |
| 3. 36x40 (1,440 SF) Relocatable (includes T1-11 Siding, Wood Foundation, Carpet, HVAC) | 2 | ea | \$100,000.00 | \$200,000.00 |
| 4. Concrete Foundation | 2,880 | sf | \$22.00 | \$63,360.00 |
| 5. 4LF Sink & Countertop | 2 | ea | \$3,500.00 | \$7,000.00 |
| Sub Total | | | | \$350,360.00 |

| | | |
|--------------------|-----|-------------|
| General Conditions | 12% | \$42,043.20 |
| Soft Costs | 15% | \$84,831.00 |
| Contingency | 5% | \$28,277.00 |

Total Robert Down (Double Portable)

\$505,511.20

ROBERT DOWN PORTABLE PROJECT
(Single Portable)
Preliminary Budget Nov 17, 2016

| <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Total</u> |
|--------------------|-----------------|-------------|--------------|
|--------------------|-----------------|-------------|--------------|

FOREST GROVE PORTABLE PROJECT
Preliminary Budget Nov 17, 2016

Forest Grove

| | | | |
|--|----------|--------------|--------------|
| 1. Site Work | 5,000 sf | \$18.50 | \$92,500.00 |
| 2. 36x40 (1,440 SF) Relocatable (includes T1-11 Siding, Wood Foundation, Carpet, HVAC) | 1 ls | \$100,000.00 | \$100,000.00 |
| 3. Concrete Foundation | 1,440 sf | \$22.00 | \$31,680.00 |
| 4. 4LF Sink & Countertop | 1 ls | \$3,500.00 | \$3,500.00 |
| 5. Single Occupancy Restroom | 1 ls | \$12,000.00 | \$12,000.00 |

Sub Total

\$239,680.00

| | | | |
|--------------------|-----|--|-------------|
| General Conditions | 15% | | \$35,952.00 |
| Soft Costs | 15% | | \$35,952.00 |
| Contingency | 10% | | \$23,968.00 |

Total Forest Grove

\$335,552.00

SUBJECT: Student Emotional Counseling Report

PERSON(S) RESPONSIBLE: Matt Bell, Pacific Grove High School Principal

RECOMMENDATION:

Pacific Grove High School Administration recommends that the Board review the information provided regarding counseling services offered to students at Pacific Grove High School.

BACKGROUND:

In the most recent California Healthy Kids Survey (CHKS), students are asked a variety of questions regarding their physical health as well as their mental health. There were two areas that raised questions as to the significance of the answers and actions needed to address them: *“During the past 12 months, did you ever feel so sad or hopeless almost every day for two weeks or more that you stopped doing some usual activities?”* and *“During the past 12 months, did you ever seriously consider attempting suicide?”* In the 2015-16 California Healthy Kids Survey 27% and 32% of 9th and 11th grades respectively reported having chronic sad or hopeless feelings and 18% and 16% of 9th and 11th grade students respectively reported that they seriously considered suicide in the past 12 months. These numbers have remained consistent within 2-3 percentage points over the past few years and are below state, national and local statistics.

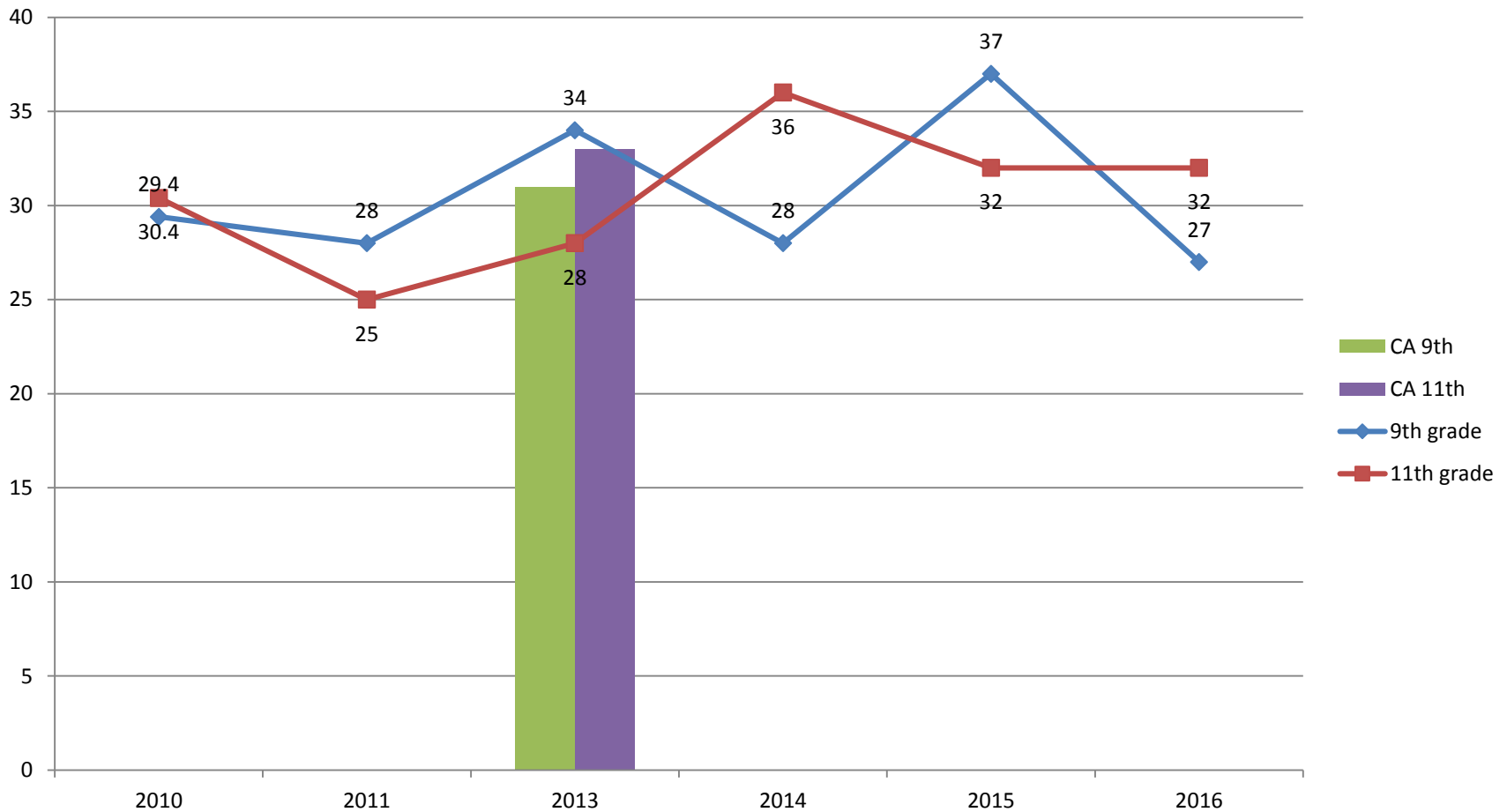
INFORMATION:

The Board of Education added additional hours to the Community Human Resources counselor. This presentation will focus on more in-depth data regarding feelings of depression and efforts to combat those feelings.

FISCAL IMPACT:

None

Chronic sad or hopeless feelings over the past 12 months



Reactions to emotional well-being

- Board of Education authorized 3 additional hours/week for Community Human Services at the high school.
- Assemblies were established with an emphasis on emotional health.
- Site Council set a goal to have questions asked during bulletin time regarding emotional health.
- Faculty and counselors remind and refer students to Community Human Resources counselor.
- Site Council also set aside \$1,000 for additional hours if needed.

Current PGHS Counselor Stats

- Tue/Wed. , 8:30-3:00
- Seen 27 students , 10 of whom were seen only once or twice. Some were regarding a specific problem, others declined service.
- Last year 36 referrals, 21 of which were short term.
- Students seen for social, academic, familial stressors or more serious conditions such as depression, anxiety, etc. Similar reasons each year.
- Efficacy depends on student motivation. Self-referral and/or mild/moderate depression report best results.
- Students who are required to go for substance abuse tend to be resistant and least receptive to counseling.

Current CHS Counselor Stats

- Mondays, 9-12:00 (no increase)
- 15 students have signed consent form
- Students seen regarding conflict resolution, setting educational goals, anger management, parental issues, social skills, anxiety.
- Students offered points if they attend counseling sessions, but it is generally felt that far fewer would attend if they were not offered points. Students report that while they like the counselor, they would rather not attend sessions.

Direction from here

- Current counselor has room for more referrals and anticipates the case load will increase, but not beyond current hours/capacity.
- Community High School reports the same.
- Referral process has been effective from faculty to HS counselor and from HS to CHR counselor. At times, students preferred meeting with regular counselor.
- Trust and familiarity crucial in all cases.
- Continued focus on raising issues with students through questions in bulletin, assemblies, films, etc.
- CA. Healthy Kids Survey will be re-administered and a subsequent Site Council survey will be issued to track trends and take new actions if necessary.

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 November 17, 2016 Regular Board Meeting:

- Senior Class Projects Review (December 8)
- Homework Policy Review (January 12)
- Bus Schedule
- Spanish Class at Elementary Schools
- Pebble Beach Housing Project