

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

Trustees

*John Paff, President
Brian Swanson, Clerk
Debbie Crandell
Cristy Dawson
Jon Walton
Parker Llantero, Student Rep*

DATE: Thursday, March 21, 2019

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

LOCATION: Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

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

II. CLOSED SESSION

- A. Identify Closed Session Topics

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

- 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives for the purpose of giving direction and updates.

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. **RECONVENE IN OPEN SESSION**

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)]

B. Pledge of Allegiance

IV. **COMMUNICATIONS**

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non Agenda Items)

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

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

VI. **CONSENT AGENDA**

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

A. Minutes of March 7, 2019 Board Meeting

Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.

B. Certificated Assignment Order #12

Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #12.

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- C. Classified Assignment Order #11 13
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #11.
- D. Out of County or Overnight Activities 15
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve or receive the request as presented.
- E. Quarterly Report on Williams Uniform Complaints 18
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186(d).
- F. Surplus Bus #1 20
Recommendation: (Song Chin-Bendib, Assistant Superintendent; Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the surplus of Bus #1 VIN #1GDM7T1J7VJ510901.
- G. Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.) for Pacific Grove Middle School Auditorium 33
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the contract for services with Independent Audio of the Monterey Peninsula (I.A.M.P.), to provide services and maintenance of audio equipment in the Pacific Grove Middle School auditorium.
- H. Memorandum of Understanding with Monterey County Office of Education Advanced Edge Firewall Service for 2018-19 37
Recommendation: (Bruce Cates, Director of Technology) The District Administration recommends the Board review and approve the Memorandum of Understanding (MOU) with Monterey County Office of Education (MCOE) to provide Advanced Edge Firewall service for the 2018-19 school year.
- I. Memorandum of Understanding with Monterey County Office of Education Advanced Edge Firewall Service for 2019-2021 46
Recommendation: (Bruce Cates, Director of Technology) The District Administration recommends the Board review and approve the Memorandum of Understanding (MOU) with Monterey County Office of Education (MCOE) to provide Advanced Edge Firewall (AeF) service for the 2019-20 and 2020-21 school years.
- J. Measure A Funding Approval for WiFi Servers Contract 64
Recommendation: (Bruce Cates, Director of Technology) The District Administration recommends the Board review and approve the Measure A funds for the WiFi system servers through 12/11/2021.
- K. Contract for Services with JB Jordan & Associates at Pacific Grove Adult School 67
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with JB Jordan & Associates to install flooring at Pacific Grove Adult School for the Adults with Disabilities Classroom.

- L. Contract for Services with Steele Tape Construction at Pacific Grove Adult School 74
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Steele Tape Construction for a playground at Pacific Grove Adult School.
- M. Contract for Services with Trinity Productions at Pacific Grove Middle School Performing Arts Center 78
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Trinity Productions at the Pacific Grove Middle School Performing Arts Center (PAC).
- N. Contract for Services with Disaster Kleenup Specialists at Pacific Grove Middle School 82
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Disaster Kleenup Specialists for mold abatement at Pacific Grove Middle School.
- O. Contract for Services with Valerie Rhoades, Costume Seamstress 92
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends that the Board review and approve the contract for services with Valerie Rhoades for costumes for the Pacific Grove High School musical.
- P. Contract for Services with Musson Theatrical 95
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends that the Board review and approve the contract for services with Musson Theatrical for lighting improvements in the C-Wing Theater.
- Q. Contract for Services with Keith Wolhart, Set Designer 98
Recommendation: (Matt Bell, Pacific Grove High School Principal) The Administration recommends that the Board review and approve the contract for services with Keith Wolhart for set design for Pacific Grove High School musical.
- R. Contract for Services with Independent Audio of the Monterey Peninsula at the Pacific Grove High School Pride Place 101
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends that the Board review and approve the contract with Independent Audio of the Monterey Peninsula (IAMP) to install an outdoor sound system at the Pacific Grove High School Pride Place.
- S. Contract for Services with Independent Audio of the Monterey Peninsula at the Pacific Grove High School Student Union 105
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends that the Board review and approve the contract with Independent Audio of the Monterey Peninsula for audio/visual system repairs at the Pacific Grove High School Student Union.

- T. Contract for Services with Artadillo – Christine Harder 109
Recommendation: (Sean Keller, Robert H. Down Elementary School Principal) The District Administration recommends the Board review and approve contract for three art lessons from Artadillo artist, Christine Harder, for Karen Levy's 4th grade class.

Move: _____ Second: _____ Vote: _____

VII. PUBLIC HEARING/ ACTION/DICUSSION ITEM A

- A. Public Hearing of Pacific Grove Teachers Association Sunshine List for 2019-20 112
Public Hearing – Initial Proposal for Negotiations Submitted by the Pacific Grove Teachers Association with the Pacific Grove Unified School District Board of Education for the 2019-20 School Year.

Open Public Hearing _____ Close Public Hearing _____

- A. Approval of Pacific Grove Teachers Association Sunshine List for 2019-20 115
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the sunshine topics for the 2019-20 Pacific Grove Teachers Association negotiations.

Move: _____ Second: _____ Roll Call Vote: _____

Paff ____ Swanson ____ Crandell ____ Dawson ____ Walton ____

VIII. PUBLIC HEARING/ ACTION/DICUSSION ITEM B

- B. Public Hearing Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics for 2019-20 118
Public Hearing – Initial Proposal for Negotiations Submitted by the Pacific Grove Unified School District Board of Education with the Pacific Grove Teachers Association for the 2019-20 School Year.

Open Public Hearing _____ Close Public Hearing _____

- B. Approval of the Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics for 2019-20 120
Recommendation: (Matt Bell, Lead Negotiator) The District Administration recommends that the Board review and approve the sunshine topics for the 2019-20 Pacific Grove Unified School District/Pacific Grove Teachers Association negotiations.

Move: _____ Second: _____ Roll Call Vote: _____

Paff ____ Swanson ____ Crandell ____ Dawson ____ Walton ____

IX. ACTION/DISCUSSION

- C. Adoption of Resolution #1026 – Issuance of a Tax and Revenue Anticipation Note 122
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve Resolution #1026 for participation in the CSBA Cash Reserve Program for the 2019-20 Tax and Revenue Anticipation Note (TRAN).

Move: _____ Second: _____ Roll Call Vote: _____

Paff ____ Swanson ____ Crandell ____ Dawson ____ Walton ____

- D. Board Calendar/Future Meetings 169
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: _____

X. INFORMATION/DISCUSSION

- A. Pacific Grove Unified School District Quarterly Safety Report 173
Recommendation: (Barbara Martinez, Director of Student Safety) The District Administration recommends the Board review and discuss items in the safety report.

Board Direction: _____

- B. Future Agenda Items 174
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.

Affordable Housing Project Impacts to District- Property Tax (In progress)
Review of David Avenue Site Location (April 2019)
Counseling Study as an Action/Discussion Item (April 2019)
California School Board Association Board Self Evaluation Process (May 2019)
District Field Trips Review (June 2019)

Board Direction: _____

XI. ADJOURNMENT

Next Regular meeting on Thursday, April 4, 2019 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of March 7, 2019 – District Office

I. OPENED BUSINESS

- A. Called to Order 6:00 p.m.
- B. Roll Call
- | | |
|-------------------------|----------------------------------|
| President: | Trustee Paff |
| Clerk: | Trustee Swanson |
| Trustees Present: | Trustee Crandell |
| | Trustee Dawson |
| | Trustee Walton |
| Administration Present: | Superintendent Porras |
| | Asst. Superintendent Chin-Bendib |
| Board Recorder: | Mandi Ackerman |
| Student Board Member: | Anthony Biondi |

C. Adopted Agenda

Changes to the agenda include Action/Discussion Item A Walk On Contract with Ausin Texas Learning LLC.

MOTION Dawson/Crandell to adopt agenda as amended.

Public comment: none

Motion CARRIED 5 – 0

II. CLOSED SESSION

B. Identified Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives for the purpose of giving direction and updates.
3. Conference With Legal Counsel – Existing Litigation

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 6:01 p.m.

III. RECONVENED IN OPEN SESSION 7:15 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20

The Board discussed this item.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20

The Board discussed this item.

3. Conference With Legal Counsel – Existing Litigation

The Board approved the settlement in the matter of OAH Case No. 2019010344, with a unanimous vote 5 – 0. In exchange for compensatory education and reimbursement of Student's attorney's fees, Student shall dismiss OAH Case No. 2019010344 with prejudice, and agrees to waive all educationally-related claims to date against the District.

B. Pledge of Allegiance

Led By: Trustee Paff

IV. COMMUNICATIONS

A. Written Communication

The Board received one letter regarding the success of the counselors and requested more counselors.

B. Board Member Comments

Pacific Grove High School Student Representative Anthony Biondi provided the Board an update on the events and activities at the high school.

Trustee Dawson spoke about the Board sponsored luncheon at Pacific Grove High School for their staff.

Trustee Crandell acknowledged Superintendent Porras for his upcoming work with school administrators in Washington DC.

C. Superintendent Report

Superintendent Porras noted the amazing work at the sites, including the beautiful field dedication to Jen Hinton, thanked Robert Down Elementary School for the wonderful ceremony in her honor. Superintendent Porras also thanked District Safety Director Barbara Martinez for organizing the recent Incident Command Training for safety team training. Superintendent Porras also acknowledged Dr. Seuss's birthday celebration at the sites.

D. PGUSD Staff Comments (Non Agenda Items)

Pacific Grove High School Principal Matt Bell thanked the Board for the staff luncheon.

Robert Down Elementary School Principal Sean Keller thanked the Board for supporting the field dedication in honor of Jen Hinton. Keller also spoke about the Read Across America/Dr.

Seuss's birthday celebration; National Blue Ribbon application for the school; and the upcoming Breast Cancer Bowl-A-Thon.

Director of Curriculum and Special Projects Ani Silva said the Monterey County Instructional Fair was well attended.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Parent Michael Matthews, electrical engineer with 38 years of experience in wireless communication, and teacher at Naval Postgraduate School, spoke about the dire shortage of engineers in the country. Matthews noted very few graduating seniors pursue technical careers, said the District does students a disservice by encouraging them to follow their passions without considering employment prospects. Recommended Pacific Grove High School should actively promote stable and secure careers.

VI. CONSENT AGENDA

- A. Minutes of February 13, 2019 Board Meeting
- B. Certificated Assignment Order #11
- C. Acceptance of Donations
- D. Out of County or Overnight Activities
- E. Warrant Schedules No. 605
- F. Contract for Services with EMICS, Inc., dba Informed K12

MOTION Crandell/Dawson to approve consent agenda as presented.

Public comment: none

Motion CARRIED 5 – 0

VII. ACTION/DISCUSSION

- A. WALK ON Contract with Ausin Texas Learning LLC

Director of Student Services Clare Davies presented the contract and answered questions from the Board.

MOTION Crandell/Dawson to approve the Walk On Contract with Ausin Texas Learning LLC.

Public comment: none

Motion CARRIED 5 – 0

- B. California School Board Association Board Self Evaluation Process

The Board discussed the options available.

Public comment:

Beth Shammass encouraged the Board to select the facilitator/workshop setting, noting it was very beneficial; recommended having the workshop in the summer when the Board might have more time; suggested the Governance Handbook be used as a tool in the workshop.

The Board directed Administration to bring the item back in May to discuss the

survey option and timing of survey. The Board also directed Administration to look into the option of having a public survey for staff to evaluate Board members.

C. Approval of the 2018-19 Second Interim Report

Assistant Superintendent Song Chin-Bendib presented information to the Board. The Board discussed this item. The Board appreciated the PowerPoint presentation and the information they received.

MOTION Crandell/Swanson to approve the 2018-19 Second Interim Report.

Public comment: none

Motion CARRIED 5 – 0

D. 2018-19 Budget Revisions #4

Assistant Superintendent Song Chin-Bendib presented information to the Board. The Board discussed this item.

The Board directed Administration to work with the community and staff to address budget deficit issues and help with solutions.

MOTION Swanson/Dawson to approve the 2018-19 Budget Revisions #4.

Public comment: none

Motion CARRIED 5 – 0

E. Board Calendar/Future Meetings

No action taken.

VIII. INFORMATION/DISCUSSION

A. Future Agenda Items

Affordable Housing Project Impacts to District- Property Tax (In progress)
Review of David Avenue Site Location (March 2019)
Counseling Study as an Action/Discussion Item (March/April 2019)
District Field Trips Review (June 2019)

The Board directed Administration to add the California School Board Association Board Self Evaluation Process to May 2019.

IX. ADJOURNED

9:01 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Certificated Assignment Order #12

DATE: March 21, 2019

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #12.

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. 12
March 21, 2019**

Page 2 of 2

TEMPORARY ADDITIONAL ASSIGNMENT:

Kim Shurtz, Lauralea Gaona, Curriculum Design for 2019-20 Freshman Academy, paid per time sheet at the PGTA Bargaining Agreement hourly instructional rate, not to exceed 35 hours and \$1,500 per employee, effective June, 2019 only (Low Performing Grant Funded)

Natasha Pignatelli, Curriculum Design for 2019-20 Academic Intervention, paid per time sheet at the PGTA Bargaining Agreement hourly instructional rate, not to exceed 35 hours, effective Summer 2019

Kristy Sebok, RDE Art and Ceramics Specialist, Temporary, Short-term, 9 lessons at 1.5 hours each, \$765 Stipend, effective January through April 2019 (PG Pride Funded)

2018-19 PGMS Spring Sports Stipends

Employee	Assignment	% Stipend	Funding	Amount
Mark Englehorn	Track Coach	1.0	GF	2,891
Nathen Wren	Golf Coach	1.0	GF	1,336
Michelle Ford, replaces Julie Lamar-Kelly	Tennis Coach	1.0	GF	1,156

2018-19 PGMS Lunch Clubs, 45 minutes per day, 1 day per week, paid at the PGTA hourly non-instructional rate, funded through PTA and paid per time sheet:

Employee	Assignment
Dennis Rosen	Sign Language Club
Alix Foster	Environmental Club
Kyle Mountain	Card Game Club

RESIGNATION:

Janet Light, PGAS, HiSET Administrator, resigns this position effective March 29, 2019

Traci St. Pierre, PGAS, Managing Arthritis with Exercise Instructor, resigns this position effective March 22, 2019

RETIREMENT:

Tom Light, PGHS Math Teacher, retires after 37 successful years of service with the Pacific Grove Unified School District

SUBSTITUTE

Janet Bingham
Sally Jones
Richard Owens
Lindsay Peelman
Gary Stone

- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Classified Assignment Order #11

DATE: March 21, 2019

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #11

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 ASSIGNMENT ORDER NO. 11
March 21, 2019**

Page 2 of 2

CHANGE OF ASSIGNMENT/PROMOTION:

John Intagliata, Custodial assignment change from RDE and FGE 4 hours each per day, 12 months, to RDE only 8 hours per day, 12 months, effective March 11, 2019 (replaces Edward Overstreet)

RESIGNATION:

Emily Huss, PGAS Childcare Assistant (ESL Program), 2.8 hours per day/180 day work calendar resigns effective March 28, 2019

Marisa Tegerdal, FGE Instructional Assistant (4 hours/day) and Noon Duty Supervisor (1 hour/day), 180 day work calendar, resigns effective May 31, 2019

Amanda Jaramillo, CHS Administrative Assistant II, 5 hours per day/10.5 month work calendar resigns effective May 17, 2019

SUBSTITUTE:

Megan Kraftzeck

- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Out of County or Overnight Activities

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, 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>
April 25, 2019 Ontario Convention Ctr. Ontario, CA	PGHS Culinary Class 2019 Skills USA State Conference Culinary competition	Auto	\$2364	CTEIG

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

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. For ALL other activities, submit request two weeks in advance of activity. ¹ understand.

Date of Activity 04/25/2019 Day of Activity Th 4-25-19 returning Sunday 4-29-19

Location of Activity Ontario Convention Center City Ontario CA County USA

School PG High School Class or Club Culinary 3 Grade Level/s 11 and 12

School Departure Time 8:00 AM

Pickup Time from Place of Activity 6:00 p.m. PM

Name of Employee Accompanying Students Jennifer Erickson

Number of Adults 1 Number of Students 3

Description of Activity/Educational Objective
2019 Skills USA State Conference

List All Stops Ontario Convention Center, Best Western Ontario Airport, Starbucks

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos ^{JE}
(Teacher initials)

**If using District vans, driver names must be listed: _____

Cost of Activity \$ 2172.54 + Cost of Transportation \$ 191.40 = Total \$ 2,363.94

Fund/s to be charged for all activity expenses () Students () Club () PG Pride (x) Other CTEIG

Account Code: 01-6387-0-3800-1000-1100-10-006-8500-0000 and 01-6387-0-3800-1000-5200-00-006-8500-0720

Requested by: Jennifer Erickson / Jennifer Erickson Date 03/05/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 03/05/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received _____

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 03/06/2019

Date of Board Approval 03/21/2019

- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Quarterly Report on Williams Uniform Complaints

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

For the third quarter of the 2018-19 academic year, there were no incidents or complaints filed against any of the criteria: Therefore, it is acknowledged that

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

FISCAL IMPACT:

None.

Academic School Year 2018-2019

Quarterly Report on Uniform Complaints

[Education Code § 35186]

District: Pacific Grove Unified School District

Person completing
this form: Mandi Ackerman

Title: Executive Assistant

Quarterly Report Submission Date:
(Please check one)

☐ October 2018

☒ April 2019

☐ January 2019

☐ July 2019

Date for information to be reported publicly at governing board meeting: March 21, 2019

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Ralph Gomez Porras

Print Name of District Superintendent



Signature of District Superintendent

March 21, 2019

Date

Monterey County Office of Education

Submit Quarterly Report to: Julie Heess

jheess@monterecoe.org

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Surplus Bus #1

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent;
Matt Kelly, Director of Facilities & Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the surplus of Bus #1 VIN #1GDM7T1J7VJ510901.

BACKGROUND:

Bus #1 is a 72-passenger 1997 Diesel Blue Bird with approximately 72,644 miles.

INFORMATION:

Bus #1 was purchased in August of 1997. In 2013, a driver reported wobbling coming from the front end of the vehicle starting at low speeds. At the time, the driver and lead driver determined that the wobbling was significant enough to pose a safety concern and the bus was put “out of service.” It was sent to Coast Counties for repairs. Over a two year period \$4,000.00 was spent repairing the brakes, bearings, and steering parts but the wobbling still continued.

Coast Counties advised the District of replacing the front hubs. The district authorized the repair the hubs but after an exhaustive search we were informed that the parts were discontinued and obsolete. After communicating with the CHP inspector we were informed that the wobbling in Bus#1 would have resulted in CHP putting the vehicle “out of service” if the district did not. This would have had a negative impact on the transportation CHP report. Because of this Bus #8 was purchased in May of 2013 to replace Bus #1.

We will attempt to auction the bus through Public Surplus or other entity that can find a use for it.

FISCAL IMPACT:

None



BUS #1

Lisa Stacks <lstacks@pgusd.org>

FW: Thank you for contacting GMC Customer Assistance

1 message

Joey Sturgill <jsturgill@coastcounties.com>

Mon, Jan 11, 2016 at 3:44 PM

To: Brian Mayden <bmayden@coastcounties.com>, Rosamaria Michel <rmichel@coastcounties.com>

Cc: "lstacks@pgusd.org" <lstacks@pgusd.org>

The parts for this unit are discontinued and obsolete. I have spent substantial time researching the parts and their availability. Unfortunately I have exhausted my resources. The only other option would be trying to find a complete front axle from a GMC Kodiak. It might be a little heavier but may be rebuildable since its in a truck application. I have not yet been able to verify its compatability. Sorry

* AXLE IS ALSO UNAVAILABLE!

Joey Sturgill, Shop Foreman, Coast Counties Peterbilt, Salinas Ca.

From: cac@gmc.com [cac@gmc.com]

Sent: Saturday, January 9, 2016 8:53 AM

To: Joey Sturgill

Subject: Thank you for contacting GMC Customer Assistance

Dear Joey,

Thank you for contacting GMC with regard to your request on where possibly you can obtain a replacement hub for your GMC school bus. We are extending our sincerest apology if you have the difficulty on locating the said component.

You can contact our partners, GM Medium Duty Department, at phone number 1-800-862-4389. They are open between 8AM – 8PM ET, Monday through Friday.

If at any point you need any further assistance please reply back to this email (please reply with history to this email for fastest response) or contact the GMC Customer Assistance Center at 1-800-462-8782. Customer Relationship Specialists are available Monday through Saturday from 8:00 a.m. to 9:00 p.m. EST.

Thank you again for taking the time to contact GMC.

Leo
GMC Customer Assistance

[THREAD ID:8-SV17BZ]

—Original Message—

From: jsturgill@coastcounties.com

Sent: 1/8/2016 05:15:41 PM
PGUSD

Regular Meeting of March 21, 2019

21

**COAST COUNTIES TRUCK & EQUIPMENT CO.****DBA COAST COUNTIES PETERBILT**

MAIN OFFICE

1740 N. 4TH STREET (95112)

REMIT TO:

P.O. BOX 757, SAN JOSE, CA 95106

PHONE (408) 453-5510 FAX (408) 453-7637

920 ELVEE DRIVE P.O. BOX 1812
SALINAS, CA 93902-1812
PHONE (831) 758-2441
FAX (831) 758-3314

260 DOOLITTLE DRIVE
SAN LEANDRO, CA 94577-1014
PHONE (510) 568-6933
FAX (510) 562-5564

7675 CONDE LANE
WINDSOR, CA 95492
PHONE (707) 837-2727
FAX (707) 837-0589

2660 JACOBS AVENUE
EUREKA, CA 95501-0901
PHONE (707) 443-7073
FAX (707) 443-6254

Consolidated Agenda Item F

Invoice: 0222010S

Date / Hour: 2/2/2016 4:24:05PM

Repair Order: 22010

Customer: 55820

Branch: 02

Total Invoice: \$184.43

ON ACCOUNT

Page 1 of 2

Bill To: PACIFIC GROVE UNIFIED
435 HILLCREST AVE
PACIFIC GROVE, CA 93950

Ship To: PACIFIC GROVE UNIFIED
555 SINEX AVE
PACIFIC GROVE, CA 93950

Work: 831-646-6517

Shop: 831-646-6643

Fax: 831-646-6582

Customer P/O: 814-00421 bmayden House1 Orig R/O: 0 Completion Date: 2/2/2016

Unit Number: 1 **Model Year: 1997** **Make/Model: Bluebird Bus**
Type: Truck **VIN: 1GDM7T1J7VJ510901** **Meter: 0 Miles**

Task: 1 **11-000000** **Front Axle - Non Driven** **Department: SERVICE**

90050

Complaint: CHECK FOR CAUSE AND ADVISE. UNIT STILL HAS SIGNS OF WOBBLING AT FRONT END & LOW SPEEDS.

Correction: RETURN VISIT FOR SAME PROBLEM. TEST DROVE TO VERIFY COMPLAINT AND WAS ABLE TO DETECT LOW SPEED Wobble. PREVIOUS VISITS BRAKES WERE THOUGH TO BE THE CAUSE OF THE PROBLEM. REMOVED WHEELS AND INSPECTED THE DRUMS AND BRAKES. ALL APPEAR OKAY. SUSPECT BENT HUB. ADVISED CUSTOMER WITH COST OF NEW FRONT HUBS. REASSEMBLED ALL FOR CUSTOMER PICK UP.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	GBEK4702Q20PR	KIT-REMAN BRAKE 15X4, 20K PR	Each	1.0	\$49.92	\$49.92
	PACCAR: Loyalty Card Program \$4 FEB1607					
	GBEK4702Q20PR-C	GBEK4702Q - Core(2-Shoes), 15X4 Meritor Q		1.0	\$42.90	\$42.90
Task 1 Subtotals				Parts:		\$0.00
				Labor:		\$0.00
				Task 1 Subtotals		\$0.00

Task: 2 **4530000** **45 DAY BUS INSPECTION** **Department: SERVICE**

Complaint: PERFORM 45 DAY BUS INSPECTION AS PER FORM. ADVISE OF ANY DEFECTS NOTED.

Correction: PERFORMED INSPECTION AS PER FORM. ANY DEFECTS NOTED AND AUTHORIZED FOR REPAIR WILL BE ON FOLLOWING TASK CONDITIONS.
-LOW COOLANT LEVEL LIGHT ON; TOPPED OFF WITH ANTI-FREEZE AS NEEDED.
-ENGINE AIR FILTER SHOULD BE REPLACED.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
Task 2 Subtotals				Parts:		\$0.00
				Labor:		\$184.43
				Task 2 Subtotals		\$184.43

Detail Tax Info:

Sales Tax

OK TO PAY?

\$0.00

Payment Method

ON ACCOUNT

Terms

30 Days from date of invoice

Due Date

3/4/2016

Total Parts:	\$0.00
Total Labor:	\$184.43
Invoice Subtotal:	\$184.43
Total Tax:	\$0.00
Total Invoice:	\$184.43

**COAST COUNTIES TRUCK & EQUIPMENT CO.****DBA COAST COUNTIES PETERBILT**

MAIN OFFICE

1740 N. 4TH STREET (95112)

REMIT TO:

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FAX (831) 758-3314260 DOOLITTLE DRIVE
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PHONE (510) 568-6933
FAX (510) 562-55647675 CONDE LANE
WINDSOR, CA 95492
PHONE (707) 837-2727
FAX (707) 837-05892660 JACOBS AVENUE
EUREKA, CA 95501-0901
PHONE (707) 443-7073
FAX (707) 443-6254

Consent Agenda Item F

Invoice: 0221825S

Date / Hour: 11/5/2015 10:30:43AM

Repair Order: 21825

Customer: 55820

Branch: 02

Total Invoice: \$963.59

ON ACCOUNT

Page 1 of 1

Bill To: PACIFIC GROVE UNIFIED
435 HILLCREST AVE
PACIFIC GROVE, CA 93950**Ship To:** PACIFIC GROVE UNIFIED
555 SINEX AVE
PACIFIC GROVE, CA 93950

Work: 831-646-6517

Shop: 831-646-6643

Fax: 831-646-6582

Customer P/O: B14-00421 smarquez House1 Orig R/O: 0 Completion Date: 11/3/2015

Unit Number: 1**Model Year: 1997****Make/Model: Bluebird Bus****Type: Truck****VIN: 1GDM7T1J7VJ510901****Meter: 72644 Miles****Task: 1 21-000000 Front Axle - Driven - Diagnose****Department: SERVICE****Complaint:** CHECK FOR CAUSE & ADVISE FOR LOW SPEED "WADDLE" AT FRONT END (20 - 25 MPH).**Correction:** JACKED UP FRONT END OF BUS. CHECKED WHEEL BEARINGS, KING PINS, DRAG LINK, & TIE ROD ENDS FOR PLAY - OK. SPUN TIRES. RIGHT SIDE TIRE IS OK, NO EXCESSIVE VIBRATIONS. LEFT SIDE TIRE WAS VIBRATING TOO MUCH. ATTEMPTED TO BALANCE TIRE WITH 11 OZ, VIBRATION CONTINUES. REMOVED WEIGHTS, TRIED ONE MORE TIME, STILL NO BALANCE. TRIED A THIRD & FINAL TIME WITH 16 OZ, STILL BOUNCES. RECOMMEND REPLACING LEFT FRONT TIRE AS IT COULD BE OUT OF ROUND OR HAVE A SEPERATED TREAD. TEST DROVE TO VERIFY COMPLAINT. WHEN AT SPEED RANGE OF PROBLEM APPLIED THE BRAKES & THE FRONT END WOBBLES & PULLS TO THE LEFT. RECHECKED FOR LOOSE BUSHINGS IN FRONT SUSPENSION, ALL OK. CHECKED BRAKE ADJUSTMENT, ALL OK. CHECKED & FOUND THAT WHEN THE LOWER STEERING SHAFT WAS TURNED A CERTAIN WAY IT HAD PLAY. REMOVED & REPLACED STEERING SHAFT AS NEEDED. ALL OK AT THIS TIME.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	1	LOWER STEERING SHAFT	EA	1.0	\$387.96	\$387.96
	012	Misc. Shop Supplies		1.0	\$31.19	\$31.19
	060	Hazardous Waste Fee		1.0	\$26.39	\$26.39
Detail Tax Info:						
Sales Tax						
		Total:			\$38.25	
		Total:			\$38.25	
					Total Parts:	\$387.96
					Total Labor:	\$479.80
					Total Miscellaneous:	\$57.58
					Invoice Subtotal:	\$925.34
					Total Tax:	\$38.25
					Total Invoice:	\$963.59

Payment Method

ON ACCOUNT

Terms

30 Days from date of invoice

Due Date

12/5/2015

Remit To:

COAST COUNTIES PETERBILT
P.O. BOX 757

SAN JOSE, CA 95106

NO CASH DISCOUNT. Payment due 30 days after invoice date. No goods returned without our permission and subject to handling charges.
NO RETURNS AFTER 30 DAYS. No returns or refunds accepted on electrical or special order items.

If buyer fails to pay the amount owed within 30 days of invoice date, buyer agrees to pay monthly service charges equal to 1 1/2% per month (18% per annum) of the outstanding balance of principal due as liquidated damages.

chaser agrees that venue in any action by or against Dealer shall be laid in the County of Santa Clara or County of Monterey which are the locations of Dealer's principal offices.

Any warranties on the products sold hereby and those made by the manufacturer, The Seller, Coast Counties Truck & Equipment Co., hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Coast Counties Truck & Equipment Co. neither assumes nor authorizes any other person to assume for it any liability in connection with the sales of sold products.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT
VEHICLE REPAIR/INSPECTION REPORT #1

DATE 4-13-15

VEHICLE NO. #1

SERVICE REQUEST		DATE	TIME
1	BUS #1 STEERING WHEEL WILL RANDOMLY		
2	SHAKE FROM SIDE TO SIDE.		
3	THIS SEEMS TO BE AN ENGINE		
4	ISSUE.		
BATTERIES DEAD - <i>[Signature]</i> WOULD NOT HOLD CHARGE -			
DRIVER SIGNATURE			

QUAN	PART NO	DESCRIPTION	PRICE
2	31MHD	BATTERIES (INTERSTATE BATTERY)	

COMMENTS:

TALKED WITH SOEL

DEAD BATTERIES - CHARGED - WOULD NOT HOLD CHARGE -
ORDERED NEW - INSTALLED BATT'S, ROAD TEST TO
CHECK FOR FRONT END SHAKE

Coast Counties Truck & Equipment Co.

DBA: Coast Counties Peterbilt and Coast Counties PacLease



SALES AND SERVICE

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SAN LEANDRO 260 DOOLITTLE DR. (510) 568-6933 FAX: (510) 562-5564
WINDSOR 7675 CONDE LANE (707) 837-2727 FAX: (707) 837-0589
EUREKA 2660 JACOBS AVE. (707) 443-7073 FAX: (707) 443-6254

PLEASE REMIT TO: P.O. BOX 757, SAN JOSE, CA 95106



Consent Agenda Item F 06/03/2015 03:16PM	
INVOICE NO. 2-342905	PAGE 2
CUSTOMER NO. 55820	BRANCH * 2 *

SOLD TO: PACIFIC GROVE UNIFIED
 435 HILLCREST AVE
 PACIFIC GROVE CA 93950

SHIP TO: PACIFIC GROVE UNIFIED
 435 HILLCREST AVE
 PACIFIC GROVE CA 93950

CUSTOMER P.O.		REFERENCE NO.			
B14-00421		159225		(831) 646-6643	SM 000/000
				PRICE/PER	EXTENSION
PARTS SUBTOTAL					132.37
LABOR SUBTOTAL					299.88
SHOP SUPPLIES					19.49
HAZARDOUS WASTE FEE					16.49
** OPR SUBTOTAL					468.23
OPR#02 13 000 00 BRAKES - STEERING/DRIVE					
**THE CUSTOMER COMPLAINS OF AND REQUESTS THE FOLLOWING:					
CHECK FOR CAUSE AND ADVISE:CHECK FRONT BRAKES, SHAKES AT					
LOW SPEED.					
FOUND LOOSE WHEEL BEARING ON DRIVER'S SIDE STEER AXLE.					
REMOVED HUB OIL CAP & RETORQUED WHEEL BEARING NUT &					
SECURED IT. REINSTALLED HUB CAP WITH NEW GASKET & FILLED					
BACK UP.					
1 ST	330-3024	GASKET-HUBCAP		1.46EA	1.46
1 GO	105438EXX	LUBE-GEAR DELVAC SYN 80W-140		5.28EA	5.28
PARTS SUBTOTAL					6.74
LABOR SUBTOTAL					249.90
** OPR SUBTOTAL					256.64
*TOTAL PARTS:					139.11
*TOTAL LABOR:					549.78
*TOTAL SHOP SUPPLIES:					19.49
*TOTAL ENVIROMENTAL FEE:					16.49
NO CASH DISCOUNT. Payment due 30 days after invoice date. No goods returned without our permission and subject to handling charges.					
NO RETURNS AFTER 30 DAYS No return or refunds accepted on electrical or special order items.					
If buyer fails to pay the amount owed within 30 days of invoice date, buyer agrees to pay monthly service charges equal to 1-1/2% per month (18% per annum) of the outstanding balance of principal due as liquidated damages. In the event of legal action arising from this transaction, the parties agree the proper court jurisdiction in Seller's County shall have jurisdiction of said action, and in the event of action to recover on this account, I agree to pay a reasonable attorney's fee and any other reasonable collection charges.					
Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Coast Counties Truck & Equipment Co., hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and Coast Counties Truck & Equipment Co. neither assumes nor authorizes any other person to assume for it any liability in connection with the sales of sold products.					
FREIGHT		SUBTOTAL		TAX STATUS/STATE	SALES TAX
		724.87		TAXABLE CA	12.69
				PLEASE PAY	
				737.56	

I HEREBY ACKNOWLEDGE RECEIVING THE ABOVE PARTS SUBJECT TO THE TERMS AND CONDITIONS AS STATED ABOVE.

PARTS RETURNED ARE SUBJECT TO HANDLING CHARGE

PGUSD

CUSTOMER SIGNATURE

Regular Meeting of March 21, 2019

Coast Counties Truck & Equipment Co. DBA: Coast Counties Peterbilt and Coast Counties PacLease



SALES AND SERVICE

SAN JOSE 1740 N. 4th STREET (408) 453-5510 FAX: (408) 453-7637
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EUREKA 2660 JACOBS AVE. (707) 443-7073 FAX: (707) 443-6254

PLEASE REMIT TO: P.O. BOX 757, SAN JOSE, CA 95106



INVOICE Consent Agenda Item F 06/03/2015 03:16PM	
INVOICE NO. 2-342905	PAGE 1
CUSTOMER NO. 55820	BRANCH * 2*

SOLD TO: PACIFIC GROVE UNIFIED
435 HILLCREST AVE
PACIFIC GROVE CA 93950

SHIP TO: PACIFIC GROVE UNIFIED
435 HILLCREST AVE
PACIFIC GROVE CA 93950

CUSTOMER P.O.	REFERENCE NO.	PRICE/PER	EXTENSION																														
B14-00421	159225	(831) 646-6643	SM 000/000																														
<p>CONTACT NAME: DRIVER NAME:</p> <p>DRIVER CELL: EXPECTED COMPLETION:</p> <p>COMPLETION DATE: 06/03/2015</p> <p>UNIT: 1 YEAR: 1997 MAKE/MODEL: BLUE BIRD</p> <p>SERIAL: 1GDM7T1J7VJ510901 MILEAGE: 72079</p> <p>DATE IN SERVICE:</p> <p>ENG MAKE:</p> <p>ENG MODEL:</p> <p>ENG SERIAL #:</p> <p>LICENSE #: 989202</p> <p>TRANS MAKE/MODEL:</p> <p>TRANS SERIAL #:</p> <p>SUSPENSION:</p> <p>STEER AXLE M/M:</p> <p>STEER AXLE S/N:</p> <p>REAR AXLE(S):</p> <p>F REAR AXLE S/N:</p> <p>R REAR AXLE S/N:</p> <p>UNIT #: 1</p> <p>ENG BRAKE:</p> <p>PAINT CODE:</p> <p>KEY CODE:</p> <p>OPR#01 46 100 00 PERFORM B SERVICE</p> <p>CUSTOMER COMPLAINS OF AND REQUESTS THE FOLLOWING:</p> <p>Perform B-PM Service.</p> <p>-Performed "B" Preventive Maintenance Service per the attached inspection sheet. (air filter ok at this time).</p> <table border="1"> <tr> <td>1 FG LF3342FLG</td> <td>FILTER-LUBE OIL</td> <td>7.09EA</td> <td>7.09</td> </tr> <tr> <td>1 FG LF3379FLG</td> <td>FILTER-OIL/LUBE (1R1807)</td> <td>25.17EA</td> <td>25.17</td> </tr> <tr> <td>1 FG FF185FLG</td> <td>FILTER-FUEL</td> <td>7.17EA</td> <td>7.17</td> </tr> <tr> <td>1 FG FF5207FLG</td> <td>FILTER-FUEL</td> <td>8.16EA</td> <td>8.16</td> </tr> <tr> <td>6 GO 105816EXX</td> <td>OIL-15W/40 DELVAC 1300 BULK</td> <td>14.13EA</td> <td>84.78</td> </tr> </table> <p>NO CASH DISCOUNT. Payment due 30 days after invoice date. No goods returned without our permission and subject to handling charges. NO RETURNS AFTER 30 DAYS. No return or refunds accepted on electrical or special order items.</p> <p>If buyer fails to pay the amount owed within 30 days of invoice date, buyer agrees to pay monthly service charges equal to 1-1/2% per month (18% per annum) of the outstanding balance of principal due as liquidated damages. In the event of legal action arising from this transaction, the parties agree the proper court jurisdiction in Seller's County shall have jurisdiction of said action, and in the event of action to recover on this account, I agree to pay a reasonable attorney's fee and any other reasonable collection charges.</p> <p>Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Coast Counties Truck & Equipment Co., hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and Coast Counties Truck & Equipment Co. neither assumes nor authorizes any other person to assume for it any liability in connection with the sales of sold products.</p> <table border="1"> <tr> <td>FREIGHT</td> <td>SUBTOTAL</td> <td>TAX STATUS/STATE</td> <td>SALES TAX</td> <td>PLEASE PAY</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>*CONTINUED*</td> </tr> </table>				1 FG LF3342FLG	FILTER-LUBE OIL	7.09EA	7.09	1 FG LF3379FLG	FILTER-OIL/LUBE (1R1807)	25.17EA	25.17	1 FG FF185FLG	FILTER-FUEL	7.17EA	7.17	1 FG FF5207FLG	FILTER-FUEL	8.16EA	8.16	6 GO 105816EXX	OIL-15W/40 DELVAC 1300 BULK	14.13EA	84.78	FREIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY					*CONTINUED*
1 FG LF3342FLG	FILTER-LUBE OIL	7.09EA	7.09																														
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FREIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY																													
				CONTINUED																													

PGUSD CUSTOMER SIGNATURE

I HEREBY ACKNOWLEDGE RECEIVING THE ABOVE PARTS SUBJECT TO THE TERMS AND CONDITIONS AS STATED ABOVE.
Regular Meeting of March 21, 2019

PARTS RETURNED ARE SUBJECT TO HANDLING CHARGE



Coast Counties Truck & Equipment Co.

DBA Coast Counties Peterbilt and Coast Counties PacLease

SALES AND SERVICE

SAN JOSE
1740 N. 4TH STREET
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(707) 837-2727
FAX: (707) 837-0589

EUREKA
2660 JACOBS AVE.
(707) 443-7073
FAX: (707) 443-6254



PLEASE REMIT TO: P.O. BOX 757, SAN JOSE, CA 95106

Consent Agenda Item F

06/03/2015 03:16PM

INVOICE NO. 2-342905 PAGE 1

CUSTOMER NO. 55820 BRANCH ** 2*

SOLD TO

PACIFIC GROVE UNIFIED

435 HILLCREST AVE
PACIFIC GROVE CA 93950

SHIP TO

PACIFIC GROVE UNIFIED

435 HILLCREST AVE
PACIFIC GROVE CA 93950

Summer Service

CUSTOMER P.O. 814-00421 R/S ORDER NO. 159225 (831) 545-5643 SM 000/000

CONTACT NAME:

DRIVER-CELL:

DRIVER NAME:

EXPECTED COMPLETION:

COMPLETION DATE: 06/03/2015

UNIT: 1 YEAR: 1997 MAKE/MODEL: BLUE BIRD

SERIAL: 1GDM7T1J7VJ510901 MILEAGE: 72079

DATE IN SERVICE:

ENG MAKE:

ENG MODEL:

ENG SERIAL #:

LICENSE #: 989202

TRANS MAKE/MODEL:

TRANS SERIAL #:

SUSPENSION:

STEER AXLE M/M:

STEER AXLE S/N:

REAR AXLE(S):

F REAR AXLE S/N:

R REAR AXLE S/N:

UNIT #:

ENG BRAKE:

PAINT CODE:

KEY CODE:

OPR#01 45 100 00 PERFORM B SERVICE

CUSTOMER COMPLAINS OF AND REQUESTS THE FOLLOWING:

Perform B-PM Service.

-Performed "B" Preventive Maintenance Service per the attached inspection sheet. (air filter ok at this time).

1 FG LF3342FLG	FILTER-LUBE OIL	7.09EA	7.09
1 FG LF3379FLG	FILTER-OIL/LUBE (1R1807)	25.17EA	25.17
1 FG FF185FLG	FILTER-FUEL	7.17EA	7.17
1 FG FF5207FLG	FILTER-FUEL	8.16EA	8.16
6 60 105816EXX	OIL-15W/40 DELVAC 1300 BULK	14.13EA	84.78

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FREIGHT	SUB TOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
---------	-----------	------------------	-----------	------------

CONTINUED

PGUSD

CUSTOMER SIGNATURE

I HEREBY ACKNOWLEDGE RECEIPT OF THE 2019 ABOVE PARTS SUBJECT TO THE TERMS AND CONDITIONS.

PARTS RETURNED ARE SUBJECT TO HANDLING CHARGE

27



Coast Counties Truck & Equipment Co.

DBA Coast Counties Peterbilt and Coast Counties PacLease

SALES AND SERVICE

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1740 N. 4th STREET
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FAX: (408) 453-7637

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WINDSOR
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(707) 837-2727
FAX: (707) 837-0689

EUREKA
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(707) 443-7073
FAX: (707) 443-6254



PLEASE REMIT TO: P.O. BOX 757, SAN JOSE, CA 95106

Consent Agenda Item F

03/03/2015 03:16PM

INVOICE NO. PAGE

2-342905

2

CUSTOMER NO. BRANCH

55820

* 2*

SOLD TO
PACIFIC GROVE UNIFIED
435 HILLOREST AVE
PACIFIC GROVE CA 93950

SHIP TO
PACIFIC GROVE UNIFIED
435 HILLOREST AVE
PACIFIC GROVE CA 93950

CUSTOMER PO. R/S ORDER NO.
314-60421 159225 (831) 646-6643 SM 000/000

PRICE/PER EXTENSION

PARTS SUBTOTAL 132.37
LABOR SUBTOTAL 299.88
SHOP SUPPLIES 19.49
HAZARDOUS WASTE FEE 16.49
** OPR SUBTOTAL 468.23

OPR#02 13 000 00 BRAKES - STEERING/DRIVE

*THE CUSTOMER COMPLAINS OF AND REQUESTS THE FOLLOWING:
CHECK FOR CAUSE AND ADVISE: CHECK FRONT BRAKES, SHAKES AT
LOW SPEED.

FOUND LOOSE WHEEL BEARING ON DRIVER'S SIDE STEER AXLE.
REMOVED HUB OIL CAP & RETORQUED WHEEL BEARING NUT &
SECURED IT. REINSTALLED HUB CAP WITH NEW GASKET & FILLED
BACK UP.

1 SF 330-3824 GASKET-HUBCAP 1.46EA 1.46
1 GO 105438EXX LUBE-GEAR DELVAC SYN 80W-140 5.28EA 5.28
PARTS SUBTOTAL 6.74
LABOR SUBTOTAL 249.90
** OPR SUBTOTAL 256.64

*TOTAL PARTS: 139.11
*TOTAL LABOR: 549.78
*TOTAL SHOP SUPPLIES: 19.49
*TOTAL ENVIROMENTAL FEE: 16.49

OK TO PAY

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FREIGHT SUB TOTAL TAX STATUS/STATE SALES TAX PLEASE PAY
724.87 TAXABLE CA 12.69 737.56

PGUSD

CUSTOMER SIGNATURE

I HEREBY ACKNOWLEDGE RECEIPT OF THE 2015
ABOVE PARTS SUBJECT TO THE TERMS AND
CONDITIONS.

PARTS RETURNED ARE SUBJECT
TO HANDLING CHARGE

28

Coast Counties Truck & Equipment Co.

DBA Coast Counties Peterbilt and Coast Counties PacLease

SALES AND SERVICE

SAN JOSE 1740 N. 4th STREET (408) 453-5510 FAX: (408) 453-7637	SALINAS 920 ELVEE DRIVE (831) 758-2441 FAX: (831) 758-3314	SAN LEANDRO 260 DOOLITTLE DR. (510) 568-6933 FAX: (510) 562-5564	WINDSOR 7675 CONDE LANE (707) 837-2727 FAX: (707) 837-0589	EUREKA 2660 JACOBS AVE. (707) 443-7073 FAX: (707) 443-6254
--	--	--	--	--

PLEASE REMIT TO: P.O. BOX 757, SAN JOSE, CA 95106



Consent Agenda Item F

INVOICE DATE	
10/31/2014	12:01PM
INVOICE NO.	PAGE
2-327005	1
CUSTOMER NO.	BRANCH
55820	* 2*

SOLD TO
PACIFIC GROVE UNIFIED
435 HILLCREST AVE
PACIFIC GROVE CA 93950

SHIP TO
PACIFIC GROVE UNIFIED
555 SINEX AVE
PACIFIC GROVE CA 93950

#1

CUSTOMER PO.	R/S ORDER NO.		
B14-00421	155627	(831) 646-6643	SM 000/000
		PRICE/PER	EXTENSION

CONTACT NAME: JOEL DRIVER NAME: 521-9850

DRIVER CELL: EXPECTED COMPLETION:

COMPLETION DATE: 10/31/2014

UNIT: 1 YEAR: 1997 MAKE/MODEL: BLUE BIRD

SERIAL: 1GDM7T1J7VJ510901 MILEAGE: 67659

DATE IN SERVICE:

ENG MAKE:

ENG MODEL:

ENG SERIAL #:

LICENSE #: 989202

TRANS MAKE/MODEL:

TRANS SERIAL #:

SUSPENSION:

STEER AXLE M/M:

STEER AXLE S/N:

REAR AXLE(S):

F REAR AXLE S/N:

R REAR AXLE S/N:

UNIT #: 1

ENG BRAKE:

PAINT CODE:

KEY CODE:

OPR#02 45 100 00 PERFORM BIT INSPECTION

CUSTOMER COMPLAINS OF AND REQUESTS THE FOLLOWING:

Perform BIT/45 DAY BUS inspection.

-Performed BIT/45 Day BUS inspection per attached inspection form. -Noted the following critical items:

-FRONT BRAKE REPAIRS PERFORMED SEPERATELY AND LABOR COVERED BY SERVICE DEPT. BILLED FOR PART ONLY.

4 RI A3222M2223	SHOE ASSY-BRAKE	76.11EA	304.44
	INBOUND FREIGHT - SHIPPING		171.03
2 RI K1T8824HD	KIT-BRAKE SPRING/INSTALL	10.29EA	20.58

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FREIGHT	SUB TOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY ▼
---------	-----------	------------------	-----------	--------------

PGUSD

I HEREBY ACKNOWLEDGE RECEIVING THE ABOVE PARTS SUBJECT TO THE TERMS AND CONDITIONS.

PARTS RETURNED ARE SUBJECT TO HANDLING CHARGE

CONTINUED

Coast Counties Truck & Equipment Co.

DBA Coast Counties Peterbilt and Coast Counties PacLease

SALES AND SERVICE

SAN JOSE
1740 N. 4th STREET
(408) 453-5510
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2660 JACOBS AVE.
(707) 443-7073
FAX: (707) 443-6254

PLEASE REMIT TO: P.O. BOX 757, SAN JOSE, CA 95106



INVOICE DATE	
06/30/2014 02:30PM	
INVOICE NO.	PAGE
2-316449	1
CUSTOMER NO.	BRANCH
55820	** 2*

SOLD
TO

PACIFIC GROVE UNIFIED

435 HILLOREST AVE
PACIFIC GROVE CA 93950

SHIP
TO

PACIFIC GROVE UNIFIED

555 SINEX AVE
PACIFIC GROVE CA 93950

B-1

PAGES
2+3

CUSTOMER PO.	R/S ORDER NO.				
B14-00421	153860	(831) 646-6643	SM	000/000	
			PRICE/PER	EXTENSION	

CONTACT NAME:
DRIVER CELL:

DRIVER NAME:
EXPECTED COMPLETION:

COMPLETION DATE: 06/27/2014
UNIT: 1 YEAR: 1997 MAKE/MODEL: BLUE BIRD
SERIAL: 1GDM7T1J7VJ510901 MILEAGE: 65937

DATE IN SERVICE:

ENG MAKE:

ENG MODEL:

ENG SERIAL #:

LICENSE #:

E969202 CA

TRANS MAKE/MODEL:

TRANS SERIAL #:

SUSPENSION:

STEER AXLE M/M:

STEER AXLE S/N:

REAR AXLE(S):

F REAR AXLE S/N:

R REAR AXLE S/N:

UNIT #:

ENG BRAKE:

PAINT CODE:

KEY CODE:

OPR#01 46 100 00 PERFORM B SERVICE

CUSTOMER COMPLAINS OF AND REQUESTS THE FOLLOWING:

Perform B-PM Service.

-Performed "B" Preventive Maintenance Service
per the attached inspection sheet.

CHANGED OIL FILTER, ADDED 6 GALLONS 15/40 OIL. CHANGED
BOTH PRIMARY & SECONDARY FUEL FILTERS. RAN UNIT TO BLEED
AIR FROM FUEL SYSTEM.

1 FG FF195FLG	FILTER-FUEL	6.59EA	6.59
1 FG FF5207FLG	FILTER-FUEL	7.85EA	7.85

OK TO PAY?



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FREIGHT	SUB TOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
				CONTINUED

PGUSD

CUSTOMER SIGNATURE

I HEREBY ACKNOWLEDGE RECEIVING THE
ABOVE PARTS SUBJECT TO THE TERMS AND
CONDITIONS.

PARTS RETURNED ARE SUBJECT
TO HANDLING CHARGE

30

Coast Counties Truck & Equipment Co.

DBA Coast Counties Peterbilt and Coast Counties PacLease

SALES AND SERVICE

SAN JOSE
1740 N. 4TH STREET
(408) 453-5510
FAX: (408) 453-7637

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FAX: (510) 562-5564

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FAX: (707) 837-0589

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2660 JACOBS AVE.
(707) 443-7073
FAX: (707) 443-6254

PLEASE REMIT TO: P.O. BOX 757, SAN JOSE, CA 95106



Invoice Agenda Item F

06/30/2014 02:30PM

INVOICE NO. PAGE

2-316449 2

CUSTOMER NO. BRANCH

55820 * 2*

SOLD TO
PACIFIC GROVE UNIFIED
435 HILLCREST AVE
PACIFIC GROVE CA 93950

SHIP TO
PACIFIC GROVE UNIFIED
555 SINEX AVE
PACIFIC GROVE CA 93950

CUSTOMER PO.	R/S ORDER NO.				
B14-00421	153860	(831) 646-6643	SM	000/000	

			PRICE/PER	EXTENSION
1 FG LF3379FLG	FILTER-OIL/LUBE (1R1807)		24.92EA	24.92
6 GO 105816EXX	OIL-15W/40 DELVAC 1300 BULK		14.03EA	84.18
	PARTS SUBTOTAL			123.54
	LABOR SUBTOTAL			203.92
	SHOP SUPPLIES			13.25
	HAZARDOUS WASTE FEE			11.68
	** OPR SUBTOTAL			352.39

OPR#02 13 000 00 BRAKES - STEERING/DRIVE

**THE CUSTOMER COMPLAINS OF AND REQUESTS THE FOLLOWING:
CHECK FRONT BRAKES - SOUNDS/FEELS LIKE FLAT ROLLERS.

LIFT & SUPPORT FRONT AXLE BACK OFF BRAKES. REMOVE WHEELS & DRUM INSPECT BRAKES. FOUND SEVERAL BROKEN LININGS & BRAKES WORN TO RIVVET HITTINGS DRUM. DRUMS ALSO WORN EXCESSIVELY. FOUND RIGHT SIDE STUDS WITH STRIPPING THREADS, ADVISED OFFICE. MADE LIST FOR P&A, GOT OK TO REPAIR. REMOVED RIGHT SIDE HUB, REMOVED BR65. CLEAN & INSPECT PARTS, OK. REMOVE & REPLACE ALL 10 STUDS & LUG NUTS. INSTALLED RECON SHOES WITH NEW HARDWARE KITS. INSTALLED NEW DRUMS, REINSTALLED RIGHT SIDE HUB WITH NEW SEALS & GASKETS. WHILE REINSTALLING CENTER DRUMS TIGHTENED LUG NUTS & SDJUST FRONT BRAKES.

4 NC EX4702	SHOE-ROCKWELL Q+ 15X4 23 EXC		28.06EA	112.24
4 NC EX4702-C1	CORE-BRAKE SHOE 4702 CHG		23.51EA	94.04
2 RI KIT8824MD	KIT-BRAKE SPRING/INSTALL		10.21EA	20.42
2 GU 3721AX	DRUM BALANCED (14575X)		162.57EA	325.14
1 ST 330-3024	GASKET-HUBCAP		1.46EA	1.46
1 CB BD1506	CLEANER-BRAKE NONCHLORINATED		3.54EA	3.54
9 BZ E9003R	stud BIL		10.85EA	97.65
	(REF: 259689.00)			
10 BZ E5652R	nut BIL		2.18EA	21.80
	(REF: 259689.00)			
1 TRP WE8947R	STUD-WHEEL RH 3/4-16 X 2-31/		6.13EA*	6.13
4-NC EX4702-C1	CORE-BRAKE SHOE 4702 RET		23.51EA	94.04-
1 ST 359-5995	KIT-HUBCAP WINDOW LARGE PLUG		6.36EA	6.36

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FREIGHT	SUB TOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY ▼
				CONTINUED

PGUSD

I HEREBY ACKNOWLEDGE RECEIPT OF MARCH 28, 2019
ABOVE PARTS SUBJECT TO THE TERMS AND
CONDITIONS.

PARTS RETURNED ARE SUBJECT
TO HANDLING CHARGE

31

CUSTOMER SIGNATURE



Coast Counties Truck & Equipment Co.

DBA Coast Counties Peterbilt and Coast Counties PacLease

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FAX: (707) 837-0589

EUREKA
2660 JACOBS AVE.
(707) 443-7073
FAX: (707) 443-6254



INVOICE DATE 06/30/2014 02:30PM	
INVOICE NO. 2-316449	PAGE 3
CUSTOMER NO. 55820	BRANCH * 2*

PLEASE REMIT TO: P.O. BOX 757, SAN JOSE, CA 95106

SOLD TO

PACIFIC GROVE UNIFIED

435 HILLCREST AVE
PACIFIC GROVE CA 93950

SHIP TO

PACIFIC GROVE UNIFIED

555 SINEX AVE
PACIFIC GROVE CA 93950

CUSTOMER P.O.	R/S ORDER NO.				
B14-00421	153860	(831) 646-6643	SM	000/000	
			PRICE/PER	EXTENSION	

1 BZ 370211A	SEAL	BIL	66.25EA	66.25
	(REF: 259692.00)			
	PARTS SUBTOTAL			660.99
	LABOR SUBTOTAL			647.73
	SHOP SUPPLIES			35.63
	HAZARDOUS WASTE			29.15
	** OPR SUBTOTAL			1373.50

OPR#03 43 000 00 EXHAUST SYSTEM

**THE CUSTOMER COMPLAINS OF AND REQUESTS THE FOLLOWING:
SWAP DPF FROM OTHER BUS.

REMOVED & REPLACED CUSTOMER SUPPLIED DPF.

PARTS SUBTOTAL	0.00
LABOR SUBTOTAL	287.39
** OPR SUBTOTAL	287.39

*TOTAL PARTS:	784.53
*TOTAL LABOR:	1139.04
*TOTAL SHOP SUPPLIES:	48.88
*TOTAL ENVIROMENTAL FEE:	40.83



OK TO PAY?

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FREIGHT	SUB TOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	2013.28	TAXABLE CA	62.76	2076.04
PGUSD	I HEREBY ACKNOWLEDGE RECEIVING THE ABOVE PARTS SUBJECT TO THE TERMS AND CONDITIONS.			32
CUSTOMER SIGNATURE	PARTS RETURNED ARE SUBJECT TO HANDLING CHARGE			

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.) for Pacific Grove Middle School Auditorium

DATE: March 21, 2019

PERSON RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract for services with Independent Audio of the Monterey Peninsula (I.A.M.P.), to provide services and maintenance of audio equipment in the Pacific Grove Middle School auditorium.

BACKGROUND and INFORMATION:

Anthony Nocita, the owner/operator of I.A.M.P., has been involved with the sound system and audio equipment of the middle school auditorium for many years, especially since it was upgraded to the Performing Arts Center. He is well versed in the needs of the building and is a local professional who has been hired by outside groups to work their events in the auditorium.

This contract is to cover the possible needs for upcoming district events to be held in the auditorium such as promotion, CHS graduation, musical drama, and music instrumental performances from now until the end of the fiscal year.

This contract falls well below the required amount of \$92,600 required to go out to bid.

FISCAL IMPACT:

Not to exceed \$2,000. Invoicing will be done as needed for time and materials.
 General Fund

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**AGREEMENT FOR CONTRACTOR SERVICES**

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

Independent Audio of the Monterey Peninsula, Inc. (I.A.M.P.)

CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #
------------	---

218 Reindollar Avenue, Unit 6A	Marina	CA	93933
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on or about March 1, 2019 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Provide labor and maintenance of audio equipment and system at Pacific Grove Middle School Auditorium for school district related events.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. Prior to starting, the work shall be authorized by the District in writing. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid by billing the District at the labor rate of \$125 per hour plus cost of any replacement equipment. Total not to exceed the sum of \$2,000 through June 30, 2019.

Source of Funds: Fund 01 General

- K. Payments will be made by the District to the Contractor as follows:
 - 1) As Invoiced
- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 ____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH “F” ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Memorandum of Understanding with Monterey County Office of Education Advanced Edge Firewall Service for 2018-19

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Bruce Cates, Director of Technology

RECOMMENDATION:

The District Administration recommends the Board review and approve the Memorandum of Understanding (MOU) with Monterey County Office of Education (MCOE) to provide Advanced Edge Firewall service for the 2018-19 school year.

BACKGROUND:

PGUSD maintains a computer network to support its educational mission and associated communication. Our Internet Service Provider (ISP) is the Monterey County Office of Education (MCOE.) To provide a higher degree of protection for our computer network, we agreed to have MCOE upgrade our connection to their network and Internet service. The newer system included a firewall to protect our network from outside intrusion and an improved web filter to protect students per federal and state requirements.

INFORMATION:

The District did not have a separate firewall protection for our local network because our network installation existed behind the MCOE network and provided a low profile. However, school districts are becoming a target for network intrusion attempts and MCOE offered Monterey County schools an advanced firewall protection and web filtering. We agreed to pilot their service for the 2018-19 school year. MCOE estimates the service is e-rate eligible for subsequent years and we pursued that process for the years beyond 2018-19.

The new connection and service allowed us to remove two pieces of equipment at our network hub in favor of a direct connection to MCOE's network. The equipment was a local web filter and router which directed our network traffic to MCOE. The web filter has annual service and equipment fees (about \$1700 per year) which are now dropped. The router was older and due for replacement.

While we installed, set up, and used the new system since August 2018, the MCOE's MOU was submitted to the District for approval in early February 2019.

FISCAL IMPACT:

The total cost of implementation and service for the 2018-19 school year is \$12,197 from Measure A funds. (The service is \$677 per month for 11 months--\$7,447; the one-time equipment and installation cost is \$4,750.)

MEMORANDUM OF UNDERSTANDING

Between Pacific Grove Unified School District and the Monterey County Office of Education Regarding MCOE Advanced Edge Firewall Subscription Services

This Memorandum of Understanding establishes an AGREEMENT between the Pacific Grove Unified School District, hereafter referred to as AGENCY, and the Monterey County Office of Education (MCOE) to provide for services as defined in this agreement.

In order to meet the requirements of this agreement, the MCOE and AGENCY agree to the following:

1.0 PURPOSE

This Agreement between AGENCY and MCOE exists to provide AGENCY with Erate Category 2 discount eligible MCOE Advanced Edge Firewall subscription services.

2.0 EFFECTIVE DATE AND TERM

This agreement is executed as of the date of last signature and is effective for 11 months from August 1st, 2018 through June 30th, 2019 at which time it will expire unless extended under mutual written agreement signed by both parties for up to (2) additional one year extensions. The AGREEMENT is also subject Section 6.0 Termination.

3.0 DEFINITIONS

Advanced Edge Firewall (AeF) – is a virtual cloud based firewall offering provided by the Monterey County Office of Education for directly connected districts or schools.

Local Area Network (LAN) - is a computer network that interconnects computers within a limited area such as a school, laboratory, university campus or office building and has its network equipment and interconnects locally managed.

WAN – A wide area network (WAN) is a telecommunications network or computer network that extends over a large geographical distance. Wide area networks are often established with leased telecommunication circuits

Network Device – Hardware and software components that connect and control network communications.

Committed Information Rate (CIR) - is the bandwidth for a virtual circuit guaranteed by an Internet Service Provider to work under normal conditions.

4.0 SERVICES

The primary service provided under this AGREEMENT is the provisioning of an AeF instance for Pacific Grove USD and continued support of the instance during the term of this agreement. The following sections highlight the aggregate services that are provided as part of this primary service and detail how additional services may be requested and added under this AGREEMENT.

4.1 Subscription Services Provided

MCOE agrees to provide AGENCY the following services in satisfaction of the purpose of this AGREEMENT as outlined in Section 1.0 Purpose.

- Provision of a virtual cloud firewall instance dedicated for the use of AGENCY within the MCOE Data Center Palo Alto Networks HA firewall AeF host system.
- Preparation of (3) Zones Inside, Outside and DMZ Project management services.
- Preparation of a baseline security rule set.
- Preparation of an Identity connector to District provided LDAP or AD for administrative access.
- 9x5 Technical support with extended support hours by appointment.
- Basic report preparation.

4.2 AGENCY One-Time Site Installation Services Provided

- Decommissioning of AGENCY's existing firewall
- Translation of existing statically translated service connections to AeF.
- Configuration of AGENCY's existing Core switch to support connectivity and routing of traffic to the AeF Virtual Instance.

4.3 Additional Services

In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

5.0 RESPONSIBILITIES

5.1 MCOE Responsibilities

- Perform all duties as outlined in section 4.1 Services Performed.
- Provide AGENCY with administrative access to their AeF instance.

5.2 AGENCY Responsibilities

- Provide required physical or remote access to district sites and network devices in a timely fashion as required.
- Provide an authorized AGENCY support representative available during the duration of the project.
- Provide documentation of existing technology systems and network configuration including credentials, configuration etc.
- Facilitate access/changes to external systems such as domain registrations, vendor support and service agreements.

6.0 TERMINATION

6.1 In the event that the MCOE fails to perform on a material term of this AGREEMENT, AGENCY has the right to terminate the AGREEMENT upon thirty (30) days written notice and retain all other rights and remedies available to it at law and equity.

6.2 In the event that AGENCY fails to perform on a material term of this AGREEMENT, then the MCOE shall have the right to terminate the AGREEMENT upon thirty (30) days written notice and retain all other rights and remedies available to it at law and equity.

7.0 PAYMENT

In consideration of the Services set forth in Section 4.0 of this AGREEMENT to be performed by MCOE, AGENCY agrees to pay, via budget transfer on an annual basis, for the amounts indicated below. Pricing for AeF subscription services are based on the CIR of the AGENCY's connection to the MCOE Data Center and may be upgraded without additional installation expense. An upgraded subscription service will be charged at a prorated amount for the full month in which the upgrade took place. Downgrades to the subscription are not permitted. The current AGENCY connection is indicated in the pricing schedule below:

- AeF Subscription Pricing Schedule:

Connection CIR	Description	Price per Month
250 Mbps	1 Gbps physical handoff with switched Ethernet service configured for a 250 Mbps CIR	250.00 /mo. 11 month contract billed annually.
500 Mbps	1 Gbps physical handoff with switched Ethernet service configured for a 500 Mbps CIR	400.00 /mo. 11 month contract billed annually.
1 Gbps Pacific Grove USD Current Connection Rate	1 Gbps physical handoff with switched Ethernet service configured for a 1 Gbps CIR	667.00 /mo. 11 month contract billed annually.
1.5 Gbps	10 Gbps physical handoff with switched Ethernet service configured for a 1.5 Gbps CIR	795.00 /mo. 11 month contract billed annually.
2 Gbps	10 Gbps physical handoff with switched Ethernet service configured for a 2 Gbps CIR	1065.00 /mo. 11 month contract billed annually.

- Billing for services defined in Section 4.2 – AGENCY Site Installation Services
Provided: 50 Hours of professional on-site installation services at \$95.00/hour \$4,750.00.

8.0 BUDGET TRANSFER

The CLIENT shall complete this section thereby providing MCOE Business Services with the necessary information for completing the Inter-program budget transfer upon invoicing from the providing program.

The AGENCY authorizes a transfer of funds as follows:

Fund	Resource	Yr	Goal	Function	Object	School	Local	Manager	Amount

The MCOE providing department requests the transfer be reflected as follows:

Fund	Resource	Yr	Goal	Function	Object	School	Local	Manager	Amount
01	0000	0	0000	0000	8689	00	0767	0105	7337.00
01	0000	0	0000	0000	8689	00	0767	0105	4750.00*

* One-Time First year implementation cost

9.0 INDEPENDENT CONTRACTOR

MCOE is, and at all times shall be, an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between MCOE and AGENCY. MCOE assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided pursuant to this AGREEMENT. MCOE, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of AGENCY's employees and shall not be considered in any manner to be AGENCY'S employees.

10.0 INDEMNIFICATION

Both parties agree to indemnify, defend, and hold harmless, the officers, agents and employees of the other party against any claim, liability, loss, injury or damage imposed arising out of the performance of responsibilities for this Agreement, except for liability resulting from the negligent or willful misconduct of either party, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless either party under this Agreement, both parties shall reimburse the non-negligent party for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. Both parties shall seek the approval of any settlement that could adversely affect the other party, its officers, agents or employees.

11.0 INSURANCE

11.1 Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.

11.2 Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.

11.3 Upon request, each Party shall provide proof of said insurance to the other Party.

12.0 ARBITRATION

12.1 The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed thirty (30) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

- 12.1.1** The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
- 12.1.2** The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
- 12.1.3** The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections 11.1.1 and 11.1.2 of this paragraph.

13.0 NON-DISCRIMINATION

MCOE and AGENCY agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. All nondiscrimination rules and regulations required by law to be included in this AGREEMENT are incorporated by this reference.

14.0 GOVERNING LAW

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Monterey County, California and no other place.

15.0 COMPLIANCE WITH LAWS

The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this AGREEMENT.

16.0 ASSIGNMENT

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this AGREEMENT. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

17.0 NOTICE

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given

when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

Pacific Unified SD
435 Hillcrest Ave
Pacific Grove, CA 93950
Attn: Bruce Cates
Phone: (831) 646-6553

MONTEREY COE
901 Blanco Circle
Salinas, CA 93901
Attn: Garry Bousum
Phone: (831) 755-0324

18.0 SEVERABILITY

If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

19.0 AMENDMENT

This AGREEMENT may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct or waiver.

20.0 WAIVER OF DEFAULT

No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.

21.0 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest, which would conflict in any manner or degree with the performance of Services contemplated by this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

PACIFIC GROVE USD

MONTEREY COUNTY OFFICE
OF EDUCATION

BY: _____
Authorized Signature

BY: _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Memorandum of Understanding with Monterey County Office of Education Advanced Edge Firewall Service for 2019-2021

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Bruce Cates, Director of Technology

RECOMMENDATION:

The District Administration recommends the Board review and approve the Memorandum of Understanding (MOU) with Monterey County Office of Education (MCOE) to provide Advanced Edge Firewall (AeF) service for the 2019-20 and 2020-21 school years.

BACKGROUND:

PGUSD maintains a computer network to support its educational mission and associated communication. To protect that network, we instituted a pilot project to test an Advanced Edge Firewall (AeF) for the 2018-19 school year. The newer system included a firewall to protect our network from outside intrusion and an improved web filter to protect students per federal and state requirements. The pilot program was successful and we plan to continue the service.

INFORMATION:

School districts are becoming targets for network intrusion attempts. To increase our protection, we piloted an Advanced Edge Firewall service for the 2018-19 school year. We believe the service is e-rate eligible for subsequent years and we pursued that process for 2019-20 and 2020-21 in a competitive bidding process through the Universal Service Administrative Company (USAC) system. This is governing body for e-rate funding in the US.

Three vendors submitted formal proposals:

Immer1
 Infobond, Inc.
 Monterey County Office of Education (MCOE)

The Immer1 proposal was not selected due to the excessive cost of implementation and ongoing operations.

The Infobond proposal requires the purchase and installation of new equipment. We would need to dismantle the existing MCOE Enhanced Firewall infrastructure and re-install a local router to connect the new equipment to our Internet service provider. The router available for this task is older and due for an upgrade at additional expense. Not all of the costs are e-rate eligible. The overall cost to the district would be higher than other proposals.

The MCOE proposal leverages existing infrastructure and continues setups and policy settings that exist now. No additional infrastructure or installation is needed.

The full cost of the service is eligible for e-rate funding. Our current estimate is that we qualify for 50% funding of the total cost.

FISCAL IMPACT:

The annual cost for the service is \$8,004 from Measure A funds. If our e-rate application is approved by USAC, the annual cost will be \$4,002.

**Bid Evaluation Matrix - Pacific Grove Unified School District
Enhanced Firewall 2019-2020
Category Two 470 #190021207**

Percent	Selection Criteria	Bidder		
		MCOE	immer1	infoBond
50%	Total costs of the project for 24-months including all eligible recurring and nonrecurring costs.	25	0	25
30%	Ineligible costs associated with upgrading/migrating from the current beta program to the new system, including any ineligible charges and fees associated with terminating the current agreement.	30	0	0
20%	Vendor's reputation based on District's experiences, on references provided, and on service level agreements and statistics included in proposals.	8	6	6
100%	Total:	63	6	31

Pricing details:

MCOE: \$667 per month = \$16,008 for 24 months.

immer1: \$35,484 first year and approx. \$20,000 for year two = \$55,000 for 24 months.

infobond: 24-month cost would be \$14,215 or \$15,655 plus tax depending on equipment options.

Ineligible cost considerations:

MCOE: The desired service is already in place and working; no additional work or cost required.

immer1: Conversion would require a significant amount of work hours and investment in equipment upgrades.

infoBond: Conversion would require a significant amount of work hours and investment in equipment upgrades. It also appears that only a subset of the costs associated with the proposed solution is eligible for funding.

Conclusion:

It is the District's intent to award the service to MCOE as the most cost-effective solution.

Additional Information:

In addition to the bids listed above, we received five non-responsive solicitations from other service providers. Some included a list of all of all services offered, none of which addressed the requirements as outlined in the RFP. Others were essentially an offer to design a solution outside of the RFP process if no cost-effective bids were received. A list of those solicitations is provided below and a copy of each will be retained as documentation per program rules.

AT&T, FRUBU, CIPAFILTER, Cytranet, and Omicron.



Monterey County Office of Education

Dr. Nancy Kotowski
County Superintendent of Schools

Dear Mr. Cates,

Enclosed you will find our response to your 470 request for Advanced Firewall Service.
The documents enclosed are:

- Proposal Response Form
- Executive Summary
- Contract – MOU
- References

Thanks you for your Consideration,

Monterey County Office of Education

SPIN: 143037513

RFP Title: Request for Proposal E-Rate Year 2019-2020 Category Two: Enhanced Firewall

Due Date: 2:00PM March 4, 2019

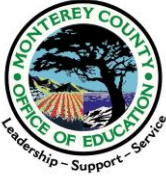
Bid Contact: Adam Gavalla – Service Desk Director

Proposal Response Form**RFP E-Rate 2019-2020 Category Two Enhanced Firewall**

To the Board of Trustees
Pacific Grove Unified School District
Pacific Grove, California

The undersigned agrees to furnish the services for the amount set forth and in accordance with the Request for Proposal and all related documents.

Company Name	Monterey County Office of Education
SPIN Number (E-Rate)	143037513
Proposer's Name	Adam Gavalla
Title	Service Desk Director
Mailing Address	901 Blanco Cir.
City/State/ZipCode	Salinas, CA 93907
Phone	831-784-4164
Fax	831-784-4146
Email	agavalla@montereycoe.org



Monterey County Office of Education Technology and Information Services

ADVANCED EDGE FIREWALL

Service Description

The Monterey County Office of Education, Technology and Information Services division, is pleased to announce our Advanced Edge Firewall (AEF) virtualized firewall offering. The MCOE AEF service is designed to augment the basic firewall service bundled with your direct Internet Access service. AEF takes advantage of your district connection with the MCOE data center and our fully redundant Palo Alto Networks (PAN) Next Generation Firewall. AEF extends the basic firewall services by creating a virtual firewall, for the subscribing district, that provides a host of advanced features and local administration capabilities associated with a local firewall while providing an extremely low Total Cost of Ownership (TCO). AEF is a next generation, feature rich, fast, reliable and administrable firewall product, designed to provide an unrivaled return on investment.

AEF is specifically designed to take advantage of the direct connection that most Monterey County school districts have with the MCOE Data Center. This direct connection allows AEF to remove the district's burden of having to acquire, configure and support a local firewall by extending the district network to the dedicated virtual firewall within the MCOE PAN group. A list of Advanced Edge Firewall AEF key features and benefits are listed below.

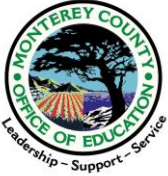
MCOE AeF Features for Education:

Delegated Administration

AEF allows your school district to leverage the flexibility of delegated firewall administration. Delegated administration allows your district to perform as little or as much firewall administration as your team is comfortable or capable of providing. Configurations beyond your staff's are supported by the MCOE technical team ⁽¹⁾.

Reporting

AEF provides direct access to Palo Alto Networks deep reporting of traffic, threat and usage. Direct access allows your district the ability to collect and report on all aspects of the firewall's capabilities and utilization.



Monterey County Office of Education Technology and Information Services

Identity

AEF can be connected to your district's directory system e.g. MS Active directory to further empower network security and access.

Cost

MCOE AEF is a subscription based service relieving the district from high initial hardware and subscription costs. Your district is spared the high cost of purchasing high availability firewall pairs, additional switches and power management hardware.

Lower TCO

Total Cost to own, implement and maintain a next-generation high availability firewall can be very high. MCOE TIS has created the AEF offering to lower TCO by eliminating the upfront costs, eliminating the cost of hiring highly specialized staff, eliminating the need for overly robust components at the district site and finally leveraging the virtual model so the district only buys what they need.

Scalability

The MCOE AEF service costs are based on the committed information rate (CIR) of your connection to our data center allowing your district to scale up your connection over the term of the subscription and only pay for the rate you are configured for. MCOE TIS supports the firewall hardware and scales the hardware to provide optimal bandwidth for all subscribers.

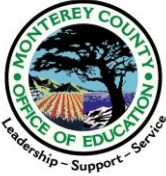
VPN Connectivity

The MCOE AEF service comes complete with VPN connectivity service. Use MCOE AEF to connect mobile users and even small sites via fully encrypted VPN tunnel technologies.

What is Included?

The MCOE AeF subscription includes:

- Preparation and configuration of a dedicated use Virtual Firewall System
- Preparation of (3) Zones Inside, Outside and DMZ
- Preparation of a baseline security rule set
- Preparation of an Identity connector to District provided LDAP or AD
- Basic report preparation



Monterey County Office of Education Technology and Information Services

Maintenance and monitoring of District AEF firewall status

9x5 Technical support with extended support hours by appointment

What is Not Included?

District responsibilities

Preparation of LAN Connections

Implementation of any firewall product virtual or physical may require significant changes to your districts network infrastructure ⁽¹⁾.

District Administration

Minimal MCOE AEF base firewall configurations are mandated by the program and may not be changed to protect the district and the CENIC network. MCOE TIS will provide access to advanced features as the district technical staff requests and are prepared to administer the function.

Implementation

Firewall implementation is a complex and critical operation. AEF installation are handled as an additional professional services engagement with your district and may include additional costs. Please contact MCOE TIS for further information and estimates.

An MCOE Advanced Edge Firewall subscription provides these important features for a low monthly price. Many advanced configuration options are possible with an MCOE Professional Services engagement, at an additional cost. Additional details regarding the implementation, requirements and restrictions are detailed in the MCOE AEF Memorandum of Understanding (MOU) and Service Level Agreement (SLA).



Monterey County Office of Education Technology and Information Services

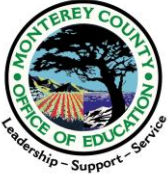
How We Charge

MCOE AeF Subscription Pricing:

Connection CIR	Description	Price per Month
250 Mbps	1 Gbps physical handoff with switched Ethernet service configured for a 250 Mbps CIR	250.00 /mo. annual contract
500 Mbps	1 Gbps physical handoff with switched Ethernet service configured for a 500 Mbps CIR	400.00 /mo. annual contract
1 Gbps	1 Gbps physical handoff with switched Ethernet service configured for a 1 Gbps CIR	667.00 /mo. annual contract
1.5 Gbps	10 Gbps physical handoff with switched Ethernet service configured for a 1.5 Gbps CIR	795.00 /mo. annual contract
2 Gbps	10 Gbps physical handoff with switched Ethernet service configured for a 2 Gbps CIR	1065.00 /mo. annual contract

How is the Service Measured?

1. Customer satisfaction
2. System up time
3. Incidents
 - a. Total number of incidents reported per month and per year
 - b. Mean time to respond and mean time to resolve incidents



Monterey County Office of Education Technology and Information Services

Additional Information?

The MCOE AeF subscription provides these important features for a low monthly price. Many advanced configuration options are possible with an MCOE Professional Services engagement, at an additional cost. Additional details regarding the implementation, requirements and restrictions are detailed in the MCOE AeF Memorandum of Understanding (MOU) and Service Level Agreement (SLA).

Contact Information

For service and support of this offering contact the Service Desk at 831-755-0322.

For detailed information on this service contact Keith Meader at 831-755-0322.

For administrative information on this service contact Natalie Hatley at 831-755-0322

(1) See MCOE AEF MOU and SLA for details regarding included support and additional support provided as professional services at an additional cost.

MCOE Advanced Edge Firewall Service – Pacific Grove USD

MEMORANDUM OF UNDERSTANDING

Between Pacific Grove Unified School District and the Monterey County Office of Education Regarding MCOE Advanced Edge Firewall Subscription Services

This Memorandum of Understanding establishes an AGREEMENT between the Pacific Grove Unified School District, hereafter referred to as AGENCY, and the Monterey County Office of Education (MCOE) to provide for services as defined in this agreement.

In order to meet the requirements of this agreement, the MCOE and AGENCY agree to the following:

1.0 PURPOSE

This Agreement between AGENCY and MCOE exists to provide AGENCY with Erate Category 2 discount eligible MCOE Advanced Edge Firewall subscription services.

2.0 EFFECTIVE DATE AND TERM

This agreement is executed as of the date of last signature and is effective for 24 months from July 1st, 2019 through June 30th, 2021 at which time it will expire unless extended under mutual written agreement signed by both parties for up to (2) additional one year extensions. The AGREEMENT is also subject Section 6.0 Termination.

3.0 DEFINITIONS

Advanced Edge Firewall (AeF) – is a virtual cloud based firewall offering provided by the Monterey County Office of Education for directly connected districts or schools.

Local Area Network (LAN) - is a computer network that interconnects computers within a limited area such as a school, laboratory, university campus or office building and has its network equipment and interconnects locally managed.

WAN – A wide area network (WAN) is a telecommunications network or computer network that extends over a large geographical distance. Wide area networks are often established with leased telecommunication circuits

Network Device – Hardware and software components that connect and control network communications.

Committed Information Rate (CIR) - is the bandwidth for a virtual circuit guaranteed by an Internet Service Provider to work under normal conditions.

4.0 SERVICES

The primary service provided under this AGREEMENT is the provisioning of an AeF instance for Pacific Grove USD and continued support of the instance during the term of this agreement.

MCOE Advanced Edge Firewall Service – Pacific Grove USD

The following sections highlight the aggregate services that are provided as part of this primary service and detail how additional services may be requested and added under this AGREEMENT.

4.1 Subscription Services Provided

MCOE agrees to provide AGENCY the following services in satisfaction of the purpose of this AGREEMENT as outlined in Section 1.0 Purpose.

- Provision of a virtual cloud firewall instance dedicated for the use of AGENCY within the MCOE Data Center Palo Alto Networks HA firewall AeF host system.
- Preparation of (3) Zones Inside, Outside and DMZ Project management services.
- Preparation of a baseline security rule set.
- Preparation of an Identity connector to District provided LDAP or AD for administrative access.
- 9x5 Technical support with extended support hours by appointment.
- Basic report preparation.

4.2 Additional Services

In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

5.0 RESPONSIBILITIES

5.1 MCOE Responsibilities

- Perform all duties as outlined in section 4.1 Services Performed.
- Provide AGENCY with administrative access to their AeF instance.

5.2 AGENCY Responsibilities

- Provide required physical or remote access to district sites and network devices in a timely fashion as required.

MCOE Advanced Edge Firewall Service – Pacific Grove USD

- Provide an authorized AGENCY support representative available during the duration of the project.
- Provide documentation of existing technology systems and network configuration including credentials, configuration etc.
- Facilitate access/changes to external systems such as domain registrations, vendor support and service agreements.

6.0 TERMINATION

- 6.1** In the event that the MCOE fails to perform on a material term of this AGREEMENT, AGENCY has the right to terminate the AGREEMENT upon thirty (30) days written notice and retain all other rights and remedies available to it at law and equity.
- 6.2** In the event that AGENCY fails to perform on a material term of this AGREEMENT, then the MCOE shall have the right to terminate the AGREEMENT upon thirty (30) days written notice and retain all other rights and remedies available to it at law and equity.

7.0 PAYMENT

In consideration of the Services set forth in Section 4.0 of this AGREEMENT to be performed by MCOE, AGENCY agrees to pay an annual service fee which will be collected via annual funds transfer, initiated by MCOE, from the AGENCY to MCOE. The annual fee for the AGENCY is based upon the CIR of the AGENCY's connection to the MCOE Data Center and may be upgraded without additional installation expense.

Under *Section 21 Agency Selections* the AGENCY shall identify the appropriate CIR within the *Pricing Table* and the designated AGENCY accounts for the fund transfer with the *Accounts Table*. Any upgrades to the selected service will be charged at a prorated amount for the full month in which the upgrade took place. Downgrades to the subscription are not permitted.

8.0 INDEPENDENT CONTRACTOR

MCOE is, and at all times shall be, an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between MCOE and AGENCY. MCOE assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided pursuant to this AGREEMENT. MCOE, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of AGENCY's employees and shall not be considered in any manner to be AGENCY'S employees.

9.0 INDEMNIFICATION

MCOE Advanced Edge Firewall Service – Pacific Grove USD

Both parties agree to indemnify, defend, and hold harmless, the officers, agents and employees of the other party against any claim, liability, loss, injury or damage imposed arising out of the performance of responsibilities for this Agreement, except for liability resulting from the negligent or willful misconduct of either party, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless either party under this Agreement, both parties shall reimburse the non-negligent party for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. Both parties shall seek the approval of any settlement that could adversely affect the other party, its officers, agents or employees.

10.0 INSURANCE

10.1 Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.

10.2 Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.

10.3 Upon request, each Party shall provide proof of said insurance to the other Party.

11.0 ARBITRATION

11.1 The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed thirty (30) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

11.1.1 The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

11.1.2 The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.

11.1.3 The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing

MCOE Advanced Edge Firewall Service – Pacific Grove USD

Party, if any, all of its costs and fees. The term “costs and fees” includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney’s fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections 11.1.1 and 11.1.2 of this paragraph.

12.0 NON-DISCRIMINATION

MCOE and AGENCY agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. All nondiscrimination rules and regulations required by law to be included in this AGREEMENT are incorporated by this reference.

13.0 GOVERNING LAW

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Monterey County, California and no other place.

14.0 COMPLIANCE WITH LAWS

The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this AGREEMENT.

15.0 ASSIGNMENT

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this AGREEMENT. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

16.0 NOTICE

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

Pacific Unified SD
435 Hillcrest Ave
Pacific Grove, CA 93950
Attn: Bruce Cates
Phone: (831) 646-6553

MONTEREY COE
901 Blanco Circle
Salinas, CA 93901
Attn: Garry Bousum
Phone: (831) 755-0324

MCOE Advanced Edge Firewall Service – Pacific Grove USD**17.0 SEVERABILITY**

If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

18.0 AMENDMENT

This AGREEMENT may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct or waiver.

19.0 WAIVER OF DEFAULT

No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.

20.0 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest, which would conflict in any manner or degree with the performance of Services contemplated by this AGREEMENT.

21.0 AGENCY SELECTION

The following tables are to be completed by the AGENCY's to identify selected CIR and Inter-program budget transfer accounts.

PRICING TABLE:

Bandwidth	Handoff / CIR	Monthly Charge	Annual Charge	SELECT ONE
250Mbps	1Gbps / 250Mbps	\$250	\$3,000	<input type="checkbox"/>
500Mbps	1Gbps / 500Mbps	\$400	\$4,800	<input type="checkbox"/>
1Gbps*	1Gbps / 1 Gbps	\$667	\$8,004	<input type="checkbox"/>
1.5 Gbps	10 Gbps / 1.5 Gbps	\$795	\$9,540	<input type="checkbox"/>
2 Gbps	10 Gbps / 2 Gbps	\$1065	\$12,780	<input type="checkbox"/>

*The AGENCY's CIR as of 02/28/2019

ACCOUNTS TABLE:

The AGENCY authorizes a transfer of funds from the following account:

Fund	Resource	Yr	Goal	Function	Object	School	Local	Manager

MCOE receiving account:

Fund	Resource	Yr	Goal	Function	Object	School	Local	Manager
01	0000	0	0000	0000	8689	00	0768	0105

MCOE Advanced Edge Firewall Service – Pacific Grove USD

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

PACIFIC GROVE USD

MONTEREY COUNTY OFFICE
OF EDUCATION

BY: _____
Authorized Signature

BY: _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MCOE Advanced Edge Firewall Service Reference:

Sophie DeGroot
Director, Systems and Data Management
Gonzales Unified School District
600 Elko Street, PO Box G
Gonzales, CA 93926
(Work) 831-675-0100 Ext. 8119

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Measure A Funding Approval for WiFi Servers Contract

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Bruce Cates, Director of Technology

RECOMMENDATION:

The District Administration recommends the Board review and approve the approval of Measure A funds for the WiFi system servers through 12/11/2021.

BACKGROUND:

PGUSD maintains a computer network to support its educational mission and associated communication. An important component is our Fortinet/Meru WiFi system. This system consists of antennas in classrooms and exterior spaces on each campus and two servers to operate the system. This system allows for the use of tablet and laptops computers and an extensive number of Chromebooks in classrooms. The original WiFi project was approved by a Board action item on 5/2/2013.

INFORMATION:

The annual fees for our WiFi servers allows us to get technical support, system upgrades, and fast equipment replacement in the event of a system failure. Carousel Industries is a vendor for the Fortinet company which manufactures the equipment. Through past coverage, one of the servers was replaced and that newer/replacement server was missing from the previous invoice for support services. This maintenance fee covers the newer/replacement server and also brings both servers into date alignment through the same end-date of December 11, 2021 and protects our WiFi system.

The cost of \$3,129.02 is to extend the existing coverage of the first server to match the end date of the newer/replacement server. The 36-month cost of \$3152.96 is to cover the newer/replacement server that was missed in the original invoice and extends through December 11, 2021.

FISCAL IMPACT:

The cost of support and maintenance through 12/11/2021 is \$6,281.98 from Measure A funds.



659 South County Trl
Exeter, RI 02822-3412
US

Pacific Grove Unified School District

Customer Billing Information	Quote Information
Pacific Grove Unified School District Attention: Accounts Payable 435 Hillcrest Ave Pacific Grove, CA 93950 US	Account Executive: Anthony Ciampa Phone: (650) 954-2814 Email: aciampa@carouselindustries.com Inside Sales: Daniel Whitney

Comments:

435 Hillcrest Drive, Pacific Grove, CA								
Item #	Item Description	Location	Serial Number	Start Date	End Date	Term	Qty	Total Price
FC-10-U320C-247-02-12	1 Year 24x7 FortiCare Contract Meru MC3200 controller	435 Hillcrest Drive, Pacific Grove, CA	FWC32M1301009139	8/18/2019	12/11/2021	28 Months	1	\$ 3,129.02
FC-10-U320C-247-02-12	1 Year 24x7 FortiCare Contract Meru MC3200 controller	435 Hillcrest Drive, Pacific Grove, CA	FWM2IM1319009068	12/11/2018	12/11/2021	36 Months	1	\$ 3,152.96
SubTotal							\$6,281.98	

Quote Total:	\$ 6,281.98
---------------------	--------------------

Terms and Conditions

All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer. The quote total does not include sales tax, and as applicable, will be added to the invoice. If shipping charges apply and the amount is known when quoting, those charges will be included as a separate line item on the quote, otherwise they will be added to the invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at <http://www.carouselindustries.com/company/master-agreement>) unless Carousel and the Customer have previously agreed to otherwise in writing. All returns are done in accordance with Carousel's Return Policy which is also available at <http://www.carouselindustries.com/company/master-agreement>.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

Customer Signature:

Name

Title

Date

Carousel Signature:

Name

Title

Date

- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Contract for Services with JB Jordan & Associates at Pacific Grove Adult School

DATE: March 21, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with JB Jordan & Associates to install flooring at Pacific Grove Adult School for the Adults with Disabilities Classroom.

BACKGROUND:

This contract is to install new non-slip flooring in the kitchen project and carpeting in the classroom area for the Adults with Disabilities Program.

INFORMATION:

This contract for services is to furnish all labor, equipment, and materials for the Adults with Disabilities classroom. JB Jordan's pricing has been competitively bid through Sourcewell, formerly NJPA.

FISCAL IMPACT:

Adult Ed Fund 11 for \$5,537.00 – This cost was budgeted for the creation of this class.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**AGREEMENT FOR CONTRACTOR SERVICES**

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

JB Jordan & Associates**License #955247**

CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
PO Box 3629	Eureka	CA	95502
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on March 25, 2019 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

See attached proposal dated March 7, 2019 for Scope

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

\$5,537.00 (Five thousand five hundred and thirty seven dollars and zero cents)

Source of Funds: Fund 11

- K. Payments will be made by the District to the Contractor as follows:

- 1) **Lump sum upon completion of services rendered.**
- 2) Monthly - in accordance with provision of services.
- 3) Other _____

- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date
(Board Approval 3/21/2019)

NOTE: PARAGRAPH “F” ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

Tandus Centiva Sourcewell [formerly known as NJPA] Contract 121715-TFU

CUSTOMER: Matt Kelly
COMPANY: Pacific Grove USD
ADDRESS: 435 Hillcrest Avenue
Pacific Grove CA 93950

DATE: March 7, 2019
PROJECT: Adult School Kitchen
LOCATION: 1025 Lighthouse Avenue
Pacific Grove CA 93950

NJPA MEMBER NR: 40439
TELEPHONE: (831) 242-0308

PROPOSAL NR: SP1063sb

PLEASE NOTE: Subsequent to signing the attached Notice to Proceed, JB Jordan & Associates will be anticipating the DIR # for the registered project referenced above within 5 days of award (per SB854), as well as formal Purchase Order. To File the PWC100 go to <https://www.dir.ca.gov/pwc100ext/>

SCOPE of WORK: Remove and dispose of existing flooring and wall base; prepare subfloor as required to provide a bondable surface for new flooring; furnish and install Tandus Powerbond, Altro Safety Sheet Vinyl, Wall Base and floor transitions detailed below. Please refer to the associated Seam Plans for details of material allocation.

EXCLUSIONS: Furniture and equipment moving, subfloor repair and underlayments except as noted above, non-standard working hours.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
MATERIALS				
32	SY	Tandus Powerbond: Aragon - Blue Shadow	\$ 22.00	\$ 704.00
22	SY	Altro Safety Vinyl: Stronghold 30 - color to be chosen	\$ 79.75	\$ 1,754.50
100	LF	Burke Rubber Wall Base: color to be chosen	\$ 1.25	\$ 125.00
12	LF	Burke Mercer Transition: MER152 - Black	\$ 1.00	\$ 12.00
Quantities include mill overage, waste, material for carpet base and full cartons				
1	EACH	Sundries (primer, seam weld and adhesives)	\$ 494.25	\$ 494.25
LABOR				
50	SY	Remove existing carpet (upcharge for difficult demo)	\$ 7.00	\$ 350.00
446	SF	Floor preparation, priming and patching (includes material)	\$ 1.50	\$ 669.00
31	SY	Installation of Powerbond	\$ 9.35	\$ 289.85
18	SY	Installation of Altro Safety Sheet Vinyl (incl. coving and seam welding)	\$ 42.50	\$ 765.00
68	LF	Installation of 4" Rubber Wall Base	\$ 1.24	\$ 84.32
3	LF	Install Transition	\$ 2.51	\$ 7.53
SUBTOTAL				\$ 5,255.45
TAXABLE SUBTOTAL				\$ 3,089.75
SALES TAX RATE				8.750%
SALES TAX				\$ 270.35
CA CARPET ASSESSMENT				\$ 11.20
TOTAL PRICE				\$ 5,537.00

- NOTES:**
1. Terms are net 30 days.
 2. The prices listed on this proposal are valid for a period of 3 months.
 3. If this proposal is accepted, please submit your purchase order or sign our Notice to Proceed.
 4. If a performance bond is required please furnish JB Jordan with the pertinent details. The cost will be added to the above

SUBMITTED BY: David McNamara

TEL: (831) 801-5521



David McNamara

Commercial Floor Covering • Complete Subfloor Preparation • Concrete Moisture Control Systems • Quality Service Since 1982

NOTICE TO PROCEED

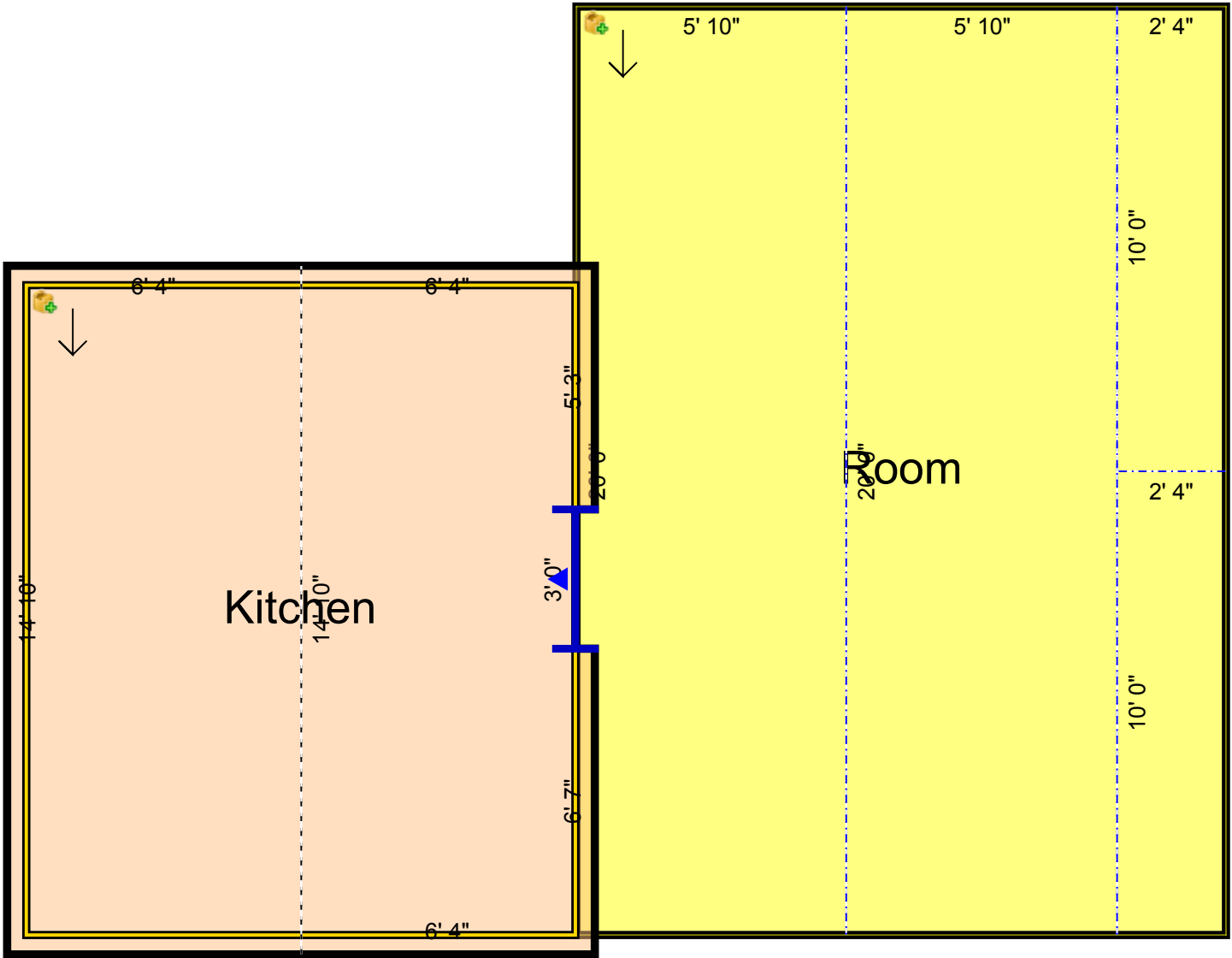
Adult School Kitchen	\dirproject# 2\	SP1063sb	3/7/19	\$5,537.00
PROJECT	DIR PROJECT #	PROPOSAL #	PROPOSAL DATE	PROPOSAL AMT
This signature serves as a notice to proceed, and an agreement with JB Jordan & Associates to perform the work based on the project scope, exclusions, terms, and pricing noted on the aforementioned proposal.				
Pacific Grove USD			Matt Kelly	\d2\
OWNER	SIGNATURE OF OWNER OR AGENT		PRINTED NAME	DATE OF ACCEPTANCE

TERMS AND CONDITIONS

- When accepted** by the Owner, or Owner's Representative (OWNER), JB Jordan & Associates will furnish material specified in accordance with Proposal details and with project specifications and/or drawings submitted to us prior to issuance of this Proposal.
- No extra or change-order work** shall be performed without prior written authorization of the OWNER. All accepted Change Order documents shall be incorporated in, and become part of the original Proposal and these Terms and Conditions.
- Execution of work.** This contract is based on being completed during normal working hours. Evening, Weekend, Holiday and Overtime Hours will be added to the cost of this Proposal unless expressly included in the original Proposal project scope.
- Unless specified** in the written scope, this Proposal *does not include* cleaning of debris left by previous building trades and structural repairs to subfloors, underlayments or walls.
- PWC100 (DIR Project Number) and School PO #.** Please attach your PWC100 and Purchase Order here if available. Per statute the PWC100 must be provided NO LATER THAN 5 DAYS AFTER AWARDING THE PROJECT. Purchase Orders may be provided as soon as available.
- Furniture moving**, if specified, *does not include* handling of OWNER's or building occupants personal items or work items. Computers and electronic equipment will be disconnected / re-connected by OWNER. Shelving or other furnishings anchored to the structure will be left in place and installed up to. Open shelving, laden with heavy objects may not be able to be moved.
- Owner will provide** clear and continuous access to job site for period when work is scheduled. OWNER's electricity, toilet, and water are to be made available for JB Jordan's use during the process of the work at no cost to the JB Jordan. OWNER agrees to provide secure storage for all materialS delivered to job site.
- Access.** This contract is based on the use of existing access to the contract area. Unless specifically indicated, no costs have been included for repairs to driveways, sidewalks, walls, and landscaping. JB Jordan will use normal care and procedure in moving material through finished areas and across landscaping.
- License and Insurance.** JB Jordan will furnish all necessary licenses, Workman's Compensation, and Public Liability Insurance during work. Any liability claim will first be addressed through OWNER's insurance in effect at time of loss, without retainage.
- Payment terms:** Unless otherwise stated, progress and final payments are due 30 days from invoice date.
- In the event of non-payment** for all or part of the amount due for services rendered, JB Jordan shall be entitled to recover from OWNER all reasonable attorney's fees and cost of collection and suit incurred.
- Delays or Cancellation.** JB Jordan is not responsible for delays caused by delivery of materials, weather, or other conditions beyond our control. Cancellation of this contract before work is completed will necessitate OWNER paying any and all costs sustained, plus 10% overhead and 10% material return/restocking fee.
- Limited Warranty.** All labor and materials provided by JB Jordan for work covered by this Proposal is guaranteed against defects for a period of one (1) year from substantial completion unless otherwise stated. No guarantee will be given for pre-existing subfloor conditions, and/or cracking, crazing, discoloration, adhesive failure or other damage to new flooring due to building movement, subfloor failure, excessive moisture or alkali in concrete subfloor, or damage through improper maintenance, misuse or accident.
- Manufacturer's warranties** and maintenance information will be provided following receipt of final payment. No warranty of any kind shall apply if final payment is not received in accordance with the terms of the contract.
- All work** will be performed in accordance to standard building practices and standards for the particular trade involved in this local area. "Zero defect" work is not implied by any warranty involved or promised.
- This agreement** constitutes the entire understanding between the parties hereto and no collateral agreement shall be binding unless in writing.

Seam Plan

Pacific Grove USD
Pacific Grove Adult School Kitchen



- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Contract for Services with Steele Tape Construction at Pacific Grove Adult School

DATE: March 21, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Steele Tape Construction for a playground at Pacific Grove Adult School.

BACKGROUND:

After the construction and startup of the daycare facility at Pacific Grove Adult School staff identified the need for a daycare size playground.

INFORMATION:

This contract for services is to provide labor and materials to complete the playground by installing fencing, ground cover, storm drainage, and concrete walkway. This work will be design build and no other proposals were received. The District, by Board Resolution 1000, adopted the cost accounting procedures prescribed by the California Uniform Public Construction Cost Code Accounting Act that allows it to negotiate contracts under \$60,000.00.

FISCAL IMPACT:

Fund 11 – Not to Exceed \$20,000.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**AGREEMENT FOR CONTRACTOR SERVICES**

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

Steele Tape Construction**License #643289**

CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
1945 Grandview Street	Seaside	CA	93955
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on March 25, 2019 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:
Furnish and install materials, labor, and equipment for the daycare playground.
Scope to include:
 - **Fencing**
 - **Concrete Walk**
 - **Artificial Turf Ground Cover**
 - **Strom Drainage**

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

Not to Exceed \$20,000.00. Invoices will be weekly on a time & material basis.

Source of Funds: **Fund 11**

- K. Payments will be made by the District to the Contractor as follows:
- 1) Lump sum upon completion of services rendered.
 - 2) Monthly - in accordance with provision of services.
 - 3) **Other Weekly on a time and material basis.**
- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH “F” ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Contract for Services with Trinity Productions at Pacific Grove Middle School Performing Arts Center

DATE: March 21, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Trinity Productions at the Pacific Grove Middle School Performing Arts Center (PAC).

BACKGROUND:

Pacific Grove Middle School identified that a new screen and projector needed to be installed in the PAC. Both the screen and projector were purchased through Trinity Productions during the last Tech Fund allocation which did not include installation. This contract is for installation only.

INFORMATION:

This contract for services is to provide all labor and equipment to install district provided screen and projector. Trinity Productions was the only proposal received by the district. The District, by Board Resolution 1000, adopted the cost accounting procedures prescribed by the California Uniform Public Construction Cost Code Accounting Act that allows it to negotiate contracts under \$60,000.00.

FISCAL IMPACT:

Fund 21 – Ed Tech Fund - \$7,300.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**AGREEMENT FOR CONTRACTOR SERVICES**

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

Trinity Productions

License #1018714

CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
PO Box 810	Tracy	CA	95378
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on March 25, 2019 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Provide labor and equipment to install district provided screen and projector per Trinity Productions quote # 678 dated July 2, 2018.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:
- \$ 7,300.00 (Seven Thousand three hundred dollars and zero cents)

Source of Funds: Fund 21

- K. Payments will be made by the District to the Contractor as follows:

- 1) **Lump sum upon completion of services rendered.**
- 2) Monthly - in accordance with provision of services.
- 3) Other _____

- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date
(Board Approved March 21, 2019)

NOTE: PARAGRAPH “F” ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Contract for Services with Disaster Kleenup Specialists at Pacific Grove Middle School

DATE: March 21, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Disaster Kleenup Specialists for mold abatement at Pacific Grove Middle School.

BACKGROUND:

Recently a patch of mold was found behind a plywood board in the custodial office at Pacific Grove Middle School. The area was air tested and the mold swabbed. From the test results it was determined that abatement by a professional was required.

INFORMATION:

The contractor will furnish all labor, equipment, and materials to remove the wall in its entirety. The District received two proposals for this project. The second bid was in the amount of \$3,249.86 from American Technologies, Inc (ATI)

FISCAL IMPACT:

Fund 14 - \$1,432.38

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**AGREEMENT FOR CONTRACTOR SERVICES**

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

Disaster Kleenup Specialists**License #458398**

CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
567 Ortiz Avenue	Sand City	CA	93955
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on March 25, 2019 and shall be completed on or before June 1, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Abatement of wall in the custodial office at Pacific Grove Middle School. Scope attached.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

\$1,432.38 (One thousand four hundred and thirty two dollars and thirty-eight cents)

Source of Funds: Fund 14

- K. Payments will be made by the District to the Contractor as follows:

- 1) **Lump sum upon completion of services rendered.**
- 2) Monthly - in accordance with provision of services.
- 3) Other _____

- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date
(Board Approved March 21, 2019)

NOTE: PARAGRAPH “F” ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -



Disaster Kleenup Specialists

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
 Tax ID# 770029015 Fax: (831) 899-2784
 License# 458398 DOSH# 794 PSP# 5600256

Client: PGUSD - C/O Matt Kelly
 Property: 835 Forest Ave
 Pacific Grove, CA 93950

Cellular: (831) 242-0308

Operator: JESS

Estimator: Jesse Lizama

Business: (831) 899-3938

Type of Estimate: Mold Abatement

Date Entered: 3/11/2019

Date Assigned: 3/8/2019

Date Est. Completed: 3/11/2019

Date Job Completed:

Price List: CASW8X_MAR19

Labor Efficiency: Restoration/Service/Remodel

Estimate: 19-22157M

File Number: Janitor's Closet

ESTIMATE FOR MOLD REMEDIATION: This estimate is for mold remediation to remove on 16 LF wall with mold growth at the above mentioned property.

Mold Remediation services consist of establishing and containing identified area with negative air pressure, abate and remove mold substrates, with wear of personal protective equipment in accordance with California Occupational Safety and Health Administration (CAL/OSHA) standards.

This estimate does not include undiscovered damages. Any additional damages outside of scope, found during the course of abatement, will be reported and supplemental cost will be submitted in a separate estimate if necessary. No additional work will commence without approval of responsible party.

DKS will not be responsible for incidental tape, staple or safety procedure damage. This proposal is subject to change and / or may be withdrawn after 45 days of submittal.

This estimate does not include survey for hazardous material or final air clearance by an asbestos and/or lead consultant.

Thank you for considering Disaster Kleenup Specialist for your project.



Disaster Kleenup Specialists

Consent Agenda Item N

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
 Tax ID# 770029015 Fax: (831) 899-2784
 License# 458398 DOSH# 794 PSP# 5600256

19-22157M

Mold Abatement

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16 LF wall divider with drywall sustained water damages and caused mold growth, this is to include to tare down on wall and removal of all mold impacted drywall and wood framing.			
1. Hazardous Waste/Mold Cleaning Technician	1.00 MN @	750.00 =	750.00
Includes all PPE required by technicians to complete project.			
2. Materials and Labor	1.00 TO @	55.00 =	55.00
3. Haul debris - per pickup truck load - including dump fees	0.25 EA @	151.54 =	37.89
4. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	1.00 HR @	88.40 =	88.40
5. Negative air fan/Air scrubber (24 hr period) - No monit.	2.00 DA @		NO CHARGE

Main Level

Janitors closet

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
6. HEPA Vacuuming - Light - (PER SF)	1,089.33 SF @	0.46 =	501.09

Grand Total Areas:

1,089.33 SF Walls	655.85 SF Ceiling	1,745.18 SF Walls and Ceiling
655.85 SF Floor	72.87 SY Flooring	136.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	136.17 LF Ceil. Perimeter
655.85 Floor Area	696.35 Total Area	1,350.67 Interior Wall Area
958.50 Exterior Wall Area	106.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Disaster Kleenup Specialists

567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
 Tax ID# 770029015 Fax: (831) 899-2784
 License# 458398 DOSH# 794 PSP# 5600256

Summary

Line Item Total	1,432.38
Replacement Cost Value	\$1,432.38
Net Claim	\$1,432.38

 Jesse Lizama

Disaster Kleenup Specialists

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

1



2



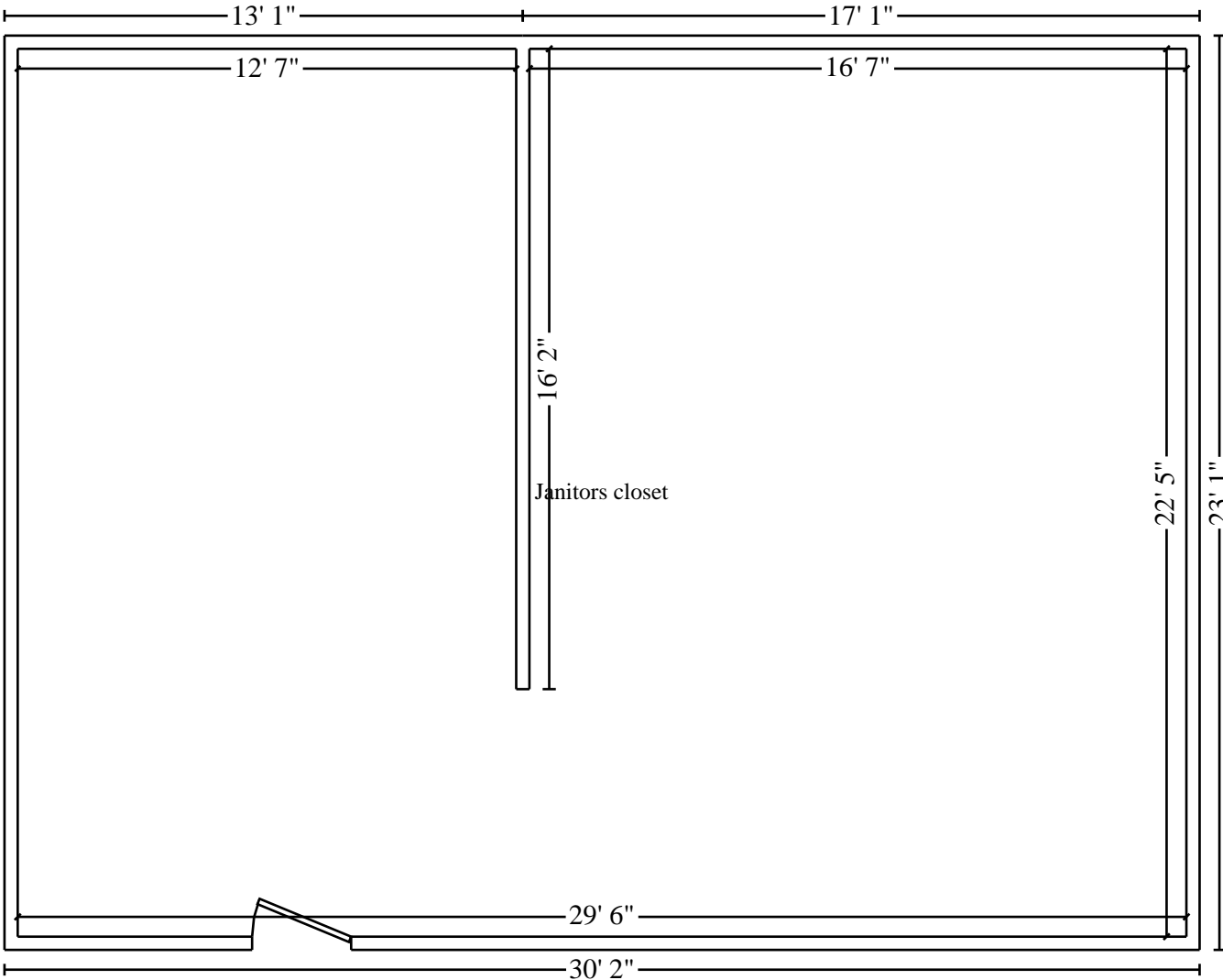
3



**Disaster Kleenup Specialists**

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Image Detail			
Image No.	Type	Date Taken	Taken By
1	1-Janitors room (1)	3/11/2019	
2	2-Janitors room (2)	3/11/2019	
3	3-Janitors room (3)	3/11/2019	



Main Level

- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Contract for Services with Valerie Rhoades, Costume Seamstress

DATE: March 21, 2019

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Valerie Rhoades for costumes for the Pacific Grove High School musical.

BACKGROUND:

The high school puts on a major musical production each year in the Student Union. The scope of the production has grown so that additional assistance toward costuming is needed to put on the show.

INFORMATION:

This contract is for the additional costume creation, tailoring, and fitting that is needed for this year's current production of Spamalot. As parts are assigned to each student, the costumes that are purchased or rented need to be fit to the player. Pieces that are needed to complete the costumes but are not included in rental or are too insignificant to rent or purchase are created. Mrs. Rhoades has been an integral part of many high school and middle school musicals over the years in this role.

FISCAL IMPACT:

The total cost for the contract is \$900. Funding will be coming from funds generated through the show and will go through the ASB account.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

1. Scope of Service:

To provide : Co-Costumer for high school musical - Spamalot

2. Evaluation and/or expected outcome(s)(continue on attached page if needed):Fully costumed show**3. Length of the Contract:**

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


March - April 2019**4. Financial Consideration:**

Consultant to be paid at the flat rate of \$900.00 for the length of the contract

School Funding Source: Wells Fargo Bank ASB Account - PG Musical

Account Code: #8994873977/555

Consultant: Valerie Rhoades 451 Spruce Avenue Pacific Grove CA 93950

☐ District Employee☒ Independent ConsultantSigned Date 3/13/19☒ Site/Program Administrator (Check appropriate box below)☐ Contracted work was assigned using District's normal employment recruitment process.

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

Signed _____
Director of Human Resources Date

Signed _____
Assistant Superintendent Date

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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


 District/Site Administrator

3/13/11
 Date

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Contract for Services with Musson Theatrical

DATE: March 21, 2019

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Musson Theatrical for lighting improvements in the C-Wing Theater.

BACKGROUND:

The high school C-wing Theater has been in operation for over 30 years and has undergone modest improvements and renovations over those years. Lighting has needed improvements, but due to expense has not been addressed until recently. Last year, phase one of lighting improvements was implemented with site and ASB drama funds. 6 LED fixtures replaced aging incandescent lights and the control board was replaced. The next phase of replacing the remaining incandescent lights with LED lights is covered in this contract.

INFORMATION:

Musson is the closest vendor of this specialized theatrical equipment. This company has done business with the District many times previously and their work has been outstanding. The funding is coming from Measure A for technology improvements and ASB. This was approved by the Tech Committee. Additional to the obvious improvement of having functional lights replacing broken ones, the reduced power draw will save on electrical bills and eliminate tripped circuit breakers. Also, the life expectancy of LED lights are significantly longer than the incandescent lights.

FISCAL IMPACT:

The total cost for the \$18,195.94. This amount is far below the \$92,600 required for government entities to go out to bid. Funding will be coming from the ASB drama account (\$4,195.94) and Measure A (\$14,000.00).

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue
Pacific Grove, CA 93950
CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and **Musson Theatrical** for services rendered as stated below:

1. **Scope of Service:**
To provide : Installation of Phase Three of the Lighting Fixtures in C-Wing Theater
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):
Fully installed theater lighting system - Phase 3
3. **Length of the Contract:**
Service is to be provided on the following date(s):
March 2019 - until completed (2019)
4. **Financial Consideration:**

Consultant to be paid at the balance due of - \$18,195.94

School Funding Source: Wells Fargo Bank ASB Account - Play Production and Measure A - \$14,000.00 reference line #40
 Account Code: #8994873977/544 = \$4,195.94

Consultant: Musson Theatrical 890 Walsh Avenue Santa Clara CA 95050

☐ District Employee

☐ Independent Consultant

Signed 

Date 3 / 13 / 19

Site/Program Administrator (Check appropriate box below)

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

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

Signed _____
 Director of Human Resources Date

Signed _____
 Assistant Superintendent Date

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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


District/Site Administrator


Date

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Contract for Services with Keith Wolhart, Set Designer

DATE: March 21, 2019

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

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract for services with Keith Wolhart for set design for Pacific Grove High School musical.

BACKGROUND:

The high school puts on a major musical production each year in the Student Union. The scope of the production has grown so that additional assistance toward set design and building is needed to put on the show.

INFORMATION:

This contract is for the set creation that is needed for this year's current production of Spamalot. As with every musical, creating sets that can be moved around and off of the stage for a variety of scenes is critical to the scene. Since each musical requires different scenes and because stage sizes vary from venue to venue, sets need to be custom made. As much as possible, sets pieces are reused and repurposed, but alterations and painting must be done and new pieces must be designed and built with each new musical. Mr. Wolhart has been an integral part of many high school and middle school musicals over the years in this role.

FISCAL IMPACT:

The total cost for the contract is \$500. Funding will be coming from funds generated through the show and will go through the ASB account.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

1. Scope of Service:

To provide : Set building for high school musical- Spamalot

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

Fully built set

3. Length of the Contract:

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

March 2019**4. Financial Consideration:**

Consultant to be paid at the flat rate of \$500.00

School Funding Source: Wells Fargo Bank ASB Account - PG Musical

Account Code: #8994873977/555

Consultant: Keith Wolhart 1260 Luxton Street Seaside CA 93955

☐ District Employee☐ Independent ConsultantSigned Date 3/13/11

Site/Program Administrator (Check appropriate box below)

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____

Director of Human Resources

Date _____

Signed _____

Assistant Superintendent


Date _____

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.***Independent Consultant** must sign and submit a W-9 to District prior to providing service.

Contract for Services Criteria

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

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


 District/Site Administrator

3/12/19
 Date

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Contract for Services with Independent Audio of the Monterey Peninsula at the Pacific Grove High School Pride Place

DATE: March 21, 2019

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract with Independent Audio of the Monterey Peninsula (IAMP) to install an outdoor sound system at the Pacific Grove High School Pride Place.

BACKGROUND:

The high school has a variety of events, rallies and performances in Pride Place (the amphitheater in front of the Student Union) every year. In order to put these on, either faculty or students need to bring extra equipment to the stage and set up for the performance. The amount of equipment and effort to set it up as well as the quality of the sound creates barriers to the performances.

INFORMATION:

IAMP is a local vendor that has been used extensively throughout the District and their work has consistently been excellent. The project will include outdoor speakers permanently placed in the trellising, wireless microphones and a hub to house the amplifiers and other equipment inside the Student Union. Users will simply need to turn the system on and use the wireless mics to hold a rally or performance. The funding is coming from Measure A for technology improvements, donations, and site funds.

FISCAL IMPACT:

The total cost for the \$12,852.54. This amount is far below the \$92,600 required for government entities to go out to bid. Funding will be coming from donations (\$1,550) and Measure A (\$5,000.00) and site funds (\$6,304.54).

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**AGREEMENT FOR CONTRACTOR SERVICES**

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

Independent Audio of the Monterey Peninsula, Inc. (I.A.M.P.)

CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #
------------	---

218 Reindollar Avenue, Unit 6A	Marina	CA	93933
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on or about April 1, 2019 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Provide labor and equipment to install outdoor sound system at PGHS Student Pride Place per Estimate #13408 dated 1/4/19.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. Prior to starting, the work shall be authorized by the District in writing. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid as invoiced at completion of project.

Source of Funds: Measure A Fund 21	\$5,115.32
HS Site Fund 01	\$6,187.22
HS Donation Fund 01	\$1,550
Total contract not to exceed	\$12,852.54

- K. Payments will be made by the District to the Contractor as follows:
- 1) As Invoiced
- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 ____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH “F” ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Contract for Services with Independent Audio of the Monterey Peninsula at the Pacific Grove High School Student Union

DATE: March 21, 2019

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract with Independent Audio of the Monterey Peninsula for audio/visual system repairs at the Pacific Grove High School Student Union.

BACKGROUND:

The high school has a heavily used audio/video system in the Student Union that was installed using separate contractors over several years. Unfortunately, the systems have never integrated adequately. Additionally, over the years, some items have worn out, are damaged, or need upgrading. While these items have not completely hindered the operation of the systems, recently we have found that certain presentations through computers that use both the video and sound have unsatisfactory audio quality. This contract will address the various needs to restore the system to full functionality.

INFORMATION:

The project will include repair and replacement of the input receptacle on the stage, additional equipment to allow input from wireless mics, HDMI inputs, 1/8" input jacks, and a volume control that will allow minor adjustments of the volume not currently possible. The funding is coming from site funds.

FISCAL IMPACT:

The total cost for the project is \$1,909.14. Funding will be coming from site funds.

Pacific Grove, CA 93950

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

****Independent Audio of the Monterey Peninsula (IAMP) * for services rendered as specified below.***

- HS General: 01.0000.0.1110.1000.5800.00.006.1005.0720 \$1,909.14**

Signed

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

106

Contract for Services Criteria

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

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

The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

**I.A.M.P.**

INDEPENDENT AUDIO OF THE MONTEREY PENINSULA
 218 Reindollar Avenue, Unit 6A (831) 884-9558
 MARINA, CALIFORNIA 93933
 iamp-pro-audio@comcast.net

ESTIMATE

Date	Invoice #
1/4/2019	134047

Bill To
Pacific Grove High School

Ship To
student union audio for video fix

Terms		F.O.B.		Project	
Due on receipt					
Quantity	Item Code	Description	Price Each	Amount	
1	DBX1261m	DIGITAL LOUDSPEAKER PROCESSOR. NO DISPLAY.	749.95	749.95T	
1	dbx zc series	Zone controller for digital processors.	79.95	79.95T	
1	Electronics	HDMI AUDIO EXTRACTOR	40.00	40.00T	
	Parts	INTERCONNECTS, CABLES, MOUNTING BOX ETC FOR DBX ZC	150.00	150.00T	
8	Services	DELIVER, INSTALL, RE-PROGRAM PROCESSOR, TEST IN SYSTEM, DEMO TO STAFF	100.00	800.00	
		Sales Tax	8.75%	89.24	
THANK YOU FOR YOUR BUSINESS!			Total	\$1,909.14	

- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Contract for Services with Artadillo – Christine Harder

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Sean Keller, Robert H. Down Elementary School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for three art lessons from Artadillo artist, Christine Harder, for Karen Levy's 4th grade class.

BACKGROUND:

Ms. Levy writes several grants each year to help with funding integrated art lessons.

INFORMATION:

Focus is on making pioneer wagons to complement California unit on pioneers. Students learn about perspective, materials the pioneers loaded up in the wagons, and how they would need to pack them safely and securely. Students will design their wagon using a variety of medium.

FISCAL IMPACT:

PG Pride Grant total \$300, \$100 per session.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**435 Hillcrest Avenue
Pacific Grove, CA 93950**

CONTRACT FOR SERVICES

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

Artadillo - Christine Harder for services rendered as specified below.

1. **Scope of Service:**
To provide: **Art Lessons for Karen Levy's 4th Grade Class**
2. **Evaluation and/or expected outcome(s)** (continue on attached page if needed): We will be making Pioneer Wagons with Tina Harder to complement our California Unit on Pioneers. Students learn about perspective, materials the pioneers loaded up in the wagons, and how they would need to pack them safely and securely. Students will design their wagon using a variety of medium.
3. **Length of the Contract:**
Service is to be provided on the following date(s):
Three dates to be determined between instructor and classroom teacher. Lessons will be completed by May 31, 2019.
4. **Financial Consideration:**
Consultant to be paid at the rate of:
\$100 per session includes supplies (\$ per hr/day/other)
for **3 sessions** (hours/days/other)
School Funding Source: **PG PRIDE Grant**
Account Code: **01-0038-0-1110-1000-5800-00-002-5995-0720**

Consultant (Please print) **Artadillo - Christine Harder**

Address **27480 Vista Del Toro, Salinas, CA 93908**

Phone **kidzart-salinas@comcast.net**

Signed _____ Date _____

☐ District Employee ☒ Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

- ☐ Consent
☐ Information/Discussion
☐ Action/Discussion
☒ Public Hearing

SUBJECT: Public Hearing of Pacific Grove Teachers Association Sunshine List for 2019-20

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board hold a public hearing for the sunshine topics for the 2019-20 Pacific Grove Teachers Association negotiations. [A copy of the sunshine list was posted at each school site ten business days prior to the Board meeting.]

INFORMATION:

Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association's initial proposal for negotiations with the Pacific Grove Unified School District for the 2019-20 school year. The public hearing will provide an opportunity for the community to comment on the following:

II. Wages:

Recruiting and retaining the highest quality educators is essential to the success of our school district, therefore the Association has an interest in providing the best possible compensation package.

III. Employee Benefits:

Healthy employees (and their families) are essential to maintaining quality instruction for every child, therefore our Association has an interest in maintaining affordable health benefits with a higher District contribution. Our Association is also interested in closing the medigap insurance, using a sliding-scale to better cover retirees before medicare begins.

XII. (A) Classroom Size:

Our Association has an interest in supporting student success by ensuring that every child shines as an individual with ample access to their teacher and other support providers throughout the day. We are looking for more balanced classes at the high school, and also balanced classes as far as IEPs, ELs, and 504s.

IV. Retirement/Early Retirement:

Our Association is interested in retirement incentives for employees, i.e., a Golden Handshake, within the next few years.

FISCAL IMPACT:

To be assessed during negotiations.



www.pgusd.org

Public Hearing A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue Pacific Grove, CA 93950

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

Song Chin-Bendib
Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

At the Board of Education meeting to be held at 7:00 p.m. on Thursday, March 21, 2019 at 435 Hillcrest Avenue, Pacific Grove, California at the District Office, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the Pacific Grove Teachers Association Affiliate of the California Teachers Association for the 2019-20 School Year

The Pacific Grove Teachers Association, California Teachers Association, has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association.

Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association, California Teachers Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2019-20 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The Pacific Grove Teachers Association is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

II. Wages:

Recruiting and retaining the highest quality educators is essential to the success of our school district, therefore the Association has an interest in providing the best possible compensation package.

III. Employee Benefits:

Healthy employees (and their families) are essential to maintaining quality instruction for every child, therefore our Association has an interest in maintaining affordable health benefits with a higher District contribution. Our Association is also interested in closing the medigap insurance, using a sliding-scale to better cover retirees before medicare begins.

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IV. Retirement/Early Retirement:

Our Association is interested in retirement incentives for employees, i.e., a Golden Handshake, within the next few years.

Posted: Thursday, March 7, 2019

Copies posted at the PGUSD District Office and school sites

March 1, 2019

Dr. Ralph Porras
Superintendent
Pacific Grove Unified School District
485 Hillcrest Ave.
Pacific Grove, CA 93950

Dear Dr. Porras,

Our Association has an interest in promoting an amicable, open, and collaborative relationship with the District. In an effort to fulfill our District's Mission Statement, provide quality instruction for every child, and create a positive working environment for our members, we respectfully sunshine to the community the Master Contract with emphasis on, but not limited to, the following:

II. Wages:

Recruiting and retaining the highest quality educators is essential to the success of our school district, therefore the Association has an interest in providing the best possible compensation package.

III. Employee Benefits:

Healthy employees (and their families) are essential to maintaining quality instruction for every child, therefore our Association has an interest in maintaining affordable health benefits with a higher District contribution. Our Association is also interested in closing the medigap insurance, using a sliding-scale to better cover retirees before medicare begins.

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IV. Retirement/Early Retirement:

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Respectfully,
Steven M. Ibrahim
Pacific Grove Teachers Association

- ☐ Consent
☐ Information/Discussion
☒ Action/Discussion
☐ Public Hearing

SUBJECT: Approval of Pacific Grove Teachers Association Sunshine List for 2019-20

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the sunshine topics for the 2019-20 Pacific Grove Teachers Association negotiations. [A copy of the sunshine list was posted at each school site ten business days prior to the Board meeting.]

INFORMATION:

Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association's initial proposal for negotiations with the Pacific Grove Unified School District for the 2019-20 school year. The public hearing will provide an opportunity for the community to comment on the following:

II. Wages:

Recruiting and retaining the highest quality educators is essential to the success of our school district, therefore the Association has an interest in providing the best possible compensation package.

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IV. Retirement/Early Retirement:

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FISCAL IMPACT:

To be assessed during negotiations.



www.pgusd.org

Action/Discussion Item A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue Pacific Grove, CA 93950

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

Song Chin-Bendib
Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

At the Board of Education meeting to be held at 7:00 p.m. on Thursday, March 21, 2019 at 435 Hillcrest Avenue, Pacific Grove, California at the District Office, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the Pacific Grove Teachers Association Affiliate of the California Teachers Association for the 2019-20 School Year

The Pacific Grove Teachers Association, California Teachers Association, has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association.

Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association, California Teachers Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2019-20 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The Pacific Grove Teachers Association is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

II. Wages:

Recruiting and retaining the highest quality educators is essential to the success of our school district, therefore the Association has an interest in providing the best possible compensation package.

III. Employee Benefits:

Healthy employees (and their families) are essential to maintaining quality instruction for every child, therefore our Association has an interest in maintaining affordable health benefits with a higher District contribution. Our Association is also interested in closing the medigap insurance, using a sliding-scale to better cover retirees before medicare begins.

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IV. Retirement/Early Retirement:

Our Association is interested in retirement incentives for employees, i.e., a Golden Handshake, within the next few years.

Posted: Thursday, March 7, 2019

Copies posted at the PGUSD District Office and school sites

March 1, 2019

Dr. Ralph Porras
Superintendent
Pacific Grove Unified School District
485 Hillcrest Ave.
Pacific Grove, CA 93950

Dear Dr. Porras,

Our Association has an interest in promoting an amicable, open, and collaborative relationship with the District. In an effort to fulfill our District's Mission Statement, provide quality instruction for every child, and create a positive working environment for our members, we respectfully sunshine to the community the Master Contract with emphasis on, but not limited to, the following:

II. Wages:

Recruiting and retaining the highest quality educators is essential to the success of our school district, therefore the Association has an interest in providing the best possible compensation package.

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IV. Retirement/Early Retirement:

Our Association is interested in retirement incentives for employees, i.e., a Golden Handshake, within the next few years.

Respectfully,
Steven M. Ibrahim
Pacific Grove Teachers Association

- ☐ Consent
☐ Information/Discussion
☐ Action/Discussion
☒ Public Hearing

SUBJECT: Public Hearing of Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics – 2019-20

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Matt Bell, Pacific Grove Unified School District Lead Negotiator

RECOMMENDATION:

The District recommends the Board hold a public hearing for the Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics for 2019-20. [A copy of the sunshine list was posted at each school site ten business days prior to the Board meeting.]

INFORMATION:

Based on Government Code 3547, Section A, the Pacific Grove Unified School District administration presents (“sunshines”) the following bargaining proposals/topics for inclusion in contract negotiations with PGTA for the 2019-20 school year.

Exhibits

- A. The District is interested in updating evaluation forms to more closely align with certificated employee assignment.
- B. The District is interested in establishing additional hourly professional rates for activities such as curriculum development or other appropriate responsibilities.
- C. The District is interested in reviewing and updating PAR contract language.

Article II, III

- A. The District is interested in reviewing wage and salary schedules as well as health benefits.
- B. The District is interested in creating a separate salary schedule for counselors to reflect the extra ten days on the counselor work calendar.

Article V

The District is interested in reviewing and changing Child Rearing Leave language to comply with recent changes in Federal and State law.

Article VII

In light of the recent Supreme Court ruling in the Janus v. American Federation of State, County and Municipal Employees, the District is interested in aligning the contract with Federal law and eliminating areas contrary to the ruling contained in this article.

FISCAL IMPACT:

The current contract expires June 30, 2019. Topics being “sunshined” will have a direct impact on the general fund. These impacts will be assessed during negotiations and brought to the Board.



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Public Hearing B

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue Pacific Grove, CA 93950

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

Song Chin Bendib
Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

At the Board of Education meeting to be held at 7:00 p.m. on Thursday, March 21, 2019, at 435 Hillcrest Avenue, Pacific Grove, California at the District Office, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the Pacific Grove Unified School District and the Pacific Grove Teachers Association Affiliate of the California Teachers Association for the 2019-20 School Year.

The Pacific Grove Teachers Association, California Teachers Association, has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association. Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association, California Teachers Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2019-20 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The Pacific Grove Unified School District is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

Exhibits

- A. The District is interested in updating evaluation forms to more closely align with certificated employee assignment.
- B. The District is interested in establishing additional hourly professional rates for activities such as curriculum development or other appropriate responsibilities.
- C. The District is interested in reviewing and updating PAR contract language.

Article II, III

- A. The District is interested in reviewing wage and salary schedules as well as health benefits.
- B. The District is interested in creating a separate salary schedule for counselors to reflect the extra ten days on the counselor work calendar.

Article V

The District is interested in reviewing and changing Child Rearing Leave language to comply with recent changes in Federal and State law.

Article VII

In light of the recent Supreme Court ruling in the Janus v. American Federation of State, County and Municipal Employees, the District is interested in aligning the contract with Federal law and eliminating areas contrary to the ruling contained in this article.

Posted: Thursday, March 7, 2019

Copies posted at the PGUSD District Office and school sites

- ☐ Consent
☐ Information/Discussion
☒ Action/Discussion
☐ Public Hearing

SUBJECT: Approval of the Pacific Grove Unified School District/ Pacific Grove Teachers Association Negotiations Sunshine Topics – 2019-20

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Matt Bell, Pacific Grove Unified School District Lead Negotiator

RECOMMENDATION:

The District recommends the Board review and approve the Pacific Grove Unified School District/ Pacific Grove Teachers Association Negotiations Sunshine Topics for 2019-20. [A copy of the sunshine list was posted at each school site ten business days prior to the Board meeting.]

INFORMATION:

Based on Government Code 3547, Section A, the Pacific Grove Unified School District administration presents (“sunshines”) the following bargaining proposals/topics for inclusion in contract negotiations with PGTA for the 2019-20 school year.

Exhibits

- A. The District is interested in updating evaluation forms to more closely align with certificated employee assignment.
- B. The District is interested in establishing additional hourly professional rates for activities such as curriculum development or other appropriate responsibilities.
- C. The District is interested in reviewing and updating PAR contract language.

Article II, III

- A. The District is interested in reviewing wage and salary schedules as well as health benefits.
- B. The District is interested in creating a separate salary schedule for counselors to reflect the extra ten days on the counselor work calendar.

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The District is interested in reviewing and changing Child Rearing Leave language to comply with recent changes in Federal and State law.

Article VII

In light of the recent Supreme Court ruling in the Janus v. American Federation of State, County and Municipal Employees, the District is interested in aligning the contract with Federal law and eliminating areas contrary to the ruling contained in this article.

FISCAL IMPACT:

The current contract expires June 30, 2019. Topics being “sunshined” will have a direct impact on the general fund. These impacts will be assessed during negotiations and brought to the Board.



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Action/Discussion Item B

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue Pacific Grove, CA 93950

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

Song Chin Bendib
Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

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Initial Proposal for Negotiations Submitted by the Pacific Grove Unified School District and the Pacific Grove Teachers Association Affiliate of the California Teachers Association for the 2019-20 School Year.

The Pacific Grove Teachers Association, California Teachers Association, has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association. Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association, California Teachers Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2019-20 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The Pacific Grove Unified School District is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

Exhibits

- A. The District is interested in updating evaluation forms to more closely align with certificated employee assignment.
- B. The District is interested in establishing additional hourly professional rates for activities such as curriculum development or other appropriate responsibilities.
- C. The District is interested in reviewing and updating PAR contract language.

Article II, III

- A. The District is interested in reviewing wage and salary schedules as well as health benefits.
- B. The District is interested in creating a separate salary schedule for counselors to reflect the extra ten days on the counselor work calendar.

Article V

The District is interested in reviewing and changing Child Rearing Leave language to comply with recent changes in Federal and State law.

Article VII

In light of the recent Supreme Court ruling in the Janus v. American Federation of State, County and Municipal Employees, the District is interested in aligning the contract with Federal law and eliminating areas contrary to the ruling contained in this article.

Posted: Thursday, March 7, 2019

Copies posted at the PGUSD District Office and school sites

- ☐ Consent
☐ Information/Discussion
☒ Action/Discussion

SUBJECT: Adoption of Resolution #1026 – Issuance of a Tax and Revenue Anticipation Note

DATE: March 21, 2019

PERSON RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve Resolution #1026 for participation in the CSBA Cash Reserve Program for the 2019-20 Tax and Revenue Anticipation Note (TRAN).

BACKGROUND:

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

INFORMATION:

For the past 25 years, the District has participated in the California School Boards Association (CSBA) Cash Reserve Program. The program requires that the District issue a Tax and Revenue Anticipation Note. These notes have a one-year maturity length and are purchased by investors interested in municipal bond investments. The District is allowed to draw on the account at any time during the fiscal year as long as the borrowed funds are paid back by the end of the year.

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

FISCAL IMPACT:

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

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

DISTRICT RESOLUTION 1026

NAME OF DISTRICT: PACIFIC GROVE UNIFIED SCHOOL DISTRICT"

LOCATED IN: COUNTY OF MONTEREY

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

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2019-2020 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2019-2020 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

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

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2020 ("Fiscal Year 2019-2020") by the issuance of its 2019-2020 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

** If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

Year 2019-2020 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

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

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

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

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

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2019-2020 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2019-2020 which will be received by or will accrue to the District during such fiscal year for the

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

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

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2019-2020 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2019-2020 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2019-2020 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

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

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

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

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

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

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

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

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

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2019-2020 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

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

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

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

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2019-2020 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2019-2020, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the

corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

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

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2019 (or the date of adoption of this Resolution if after May 1, 2019) through June 15, 2020 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other

documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

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

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

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

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each

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

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

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

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made

under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

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

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

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

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

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

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

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

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

have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

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

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

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all

the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

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

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of

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

For Notes issued in calendar year 2019 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2019, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2019, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2020 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2020, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2020, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five

million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Notes.

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

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

Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2019-2020 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

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

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

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

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

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

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

with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

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

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

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

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the

Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

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

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall

authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

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

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

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

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

(E) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the

same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2019-2020 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

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

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

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

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

District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2019-2020 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2019-2020, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2013-2014 through Fiscal Year 2017-2018, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2018-2019 and 2019-2020, respectively.

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

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

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of

Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

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

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

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

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

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

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

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2019 (the "Fiscal Year 2018-2019") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2018-2019 or Fiscal Year 2019-2020 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2019-2020.

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

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

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2019-2020 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2019-2020 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

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

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

Section 14. Events of Default and Remedies.

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

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

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

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

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

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

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

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

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

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

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

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

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

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District’s obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes

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

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

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

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

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

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

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

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

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

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

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

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

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

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

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

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

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

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

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

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

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale

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

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

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

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

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

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

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2019-2020 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%		____, 20__		
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20__ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this

* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____ * To bear this designation if this Note is a Series of Subordinate Notes.

**** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

A-1

Note on any interest payment date or to pay the principal of or interest on this Note on the maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2019-2020 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

** This paragraph is applicable only if the Note is issued by the District.

**** This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

** Applicable only if the Note is issued by the County.

RESOLUTION CERTIFICATE

I, Ralph Porras, Secretary of the Governing Board of Pacific Grove Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Pacific Grove Unified School District duly and regularly held at the regular meeting place thereof on the ____ day of _____, 2019, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 435 Hillcrest Avenue, Pacific Grove, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$7,500,000.

Dated: _____, 2019

Ralph Porras
Secretary of the Governing Board
of Pacific Grove Unified School District

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Pacific Grove Unified School District

By _____
John Paff
Title: Trustee

[(SEAL)]

Countersigned

By _____
Ralph Porras
Title: Secretary/Superintendent

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
<u>John Paff</u>	<u>Trustee</u>	<u></u>
<u>Ralph Porras</u>	<u>Secretary/Superintendent / Board Secretary</u>	<u></u>
<u>Song Chin-Bendib</u>	<u>Assistant Superintendent</u>	<u></u>
<u>Song Chin-Bendib</u>	<u>Assistant Superintendent</u>	<u></u>
<u></u>	<u></u>	<u></u>

District: Pacific Grove Unified School District

Address: 435 Hillcrest Avenue
Pacific Grove, CA 93950

County: Monterey

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Pacific Grove Unified School District

By _____
Name: Song Chin-Bendib
Title: Assistant Superintendent

- ☐ Consent
- ☐ Information/Discussion
- ☒ Action/Discussion

SUBJECT: Board Calendar/Future Meetings

DATE: March 21, 2019

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, 2018-19 School Year

Jan. 17	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2019-20 ✓ Property Tax Update ✓ Quarterly District Safety Update*	Adult School (School Site Visit)
Jan. 31	Regular Board Meeting 	Community High School (School Site Visit)
Feb. 13 *Wednesday	Regular Board Meeting ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates*	District Office
Mar. 7	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #4 ✓ Open House Schedules Reviewed	District Office
Mar. 21	Regular Board Meeting ✓ Budget Projections and Assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Quarterly District Safety Update*	District Office
Apr. 4	Regular Board Meeting ✓ Board Priorities for 2019-20 Instructional Program Design ✓ Review of Strategic Plan and LCAP ✓ Begin Superintendent Evaluation ✓ Approve 2019-20 Aug.- Dec. Board Meeting Calendar	District Office
April 25	Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Review of Facilities Depreciation Schedule ✓ California Day of the Teacher ✓ Week of the CSEA Employee	District Office
May 2	Regular Board Meeting ✓ Begin Superintendent Evaluation ✓ Final Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Employee Recognition	District Office
May 23	Regular Board Meeting ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2019-20 ✓ Continue Superintendent's Evaluation ✓ Identify Board Member Representatives for Graduations ✓ Review Facility Use Fee Schedule ✓ Review Governor's Revised Budget ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
June 6	Regular Board Meeting ✓ LCAP Public Hearing ✓ 2019-20 Budget Public Hearing ✓ Complete Superintendent Evaluation	District Office

June 20	Regular Board Meeting ✓ Adopt budget for 2019-20 ✓ Approval of LCAP ✓ Approval of Contracts and Purchase Orders for 2019-20	District Office
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

DRAFT Board Meeting Calendar, 2019-20 School Year

Aug. 22	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ 2019-20 Consolidated Application ✓ Set Date for Annual Organizational meeting ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
Sept. 5	Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Local Control Accountability Plan Review	Forest Grove (School Site Visit)
Sept. 19	Regular Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revised ✓ Williams Uniform Complaint Report	District Office
Oct. 3	Regular Board Meeting ✓ Superintendent’s Goals ✓ Bus Ridership ✓ Week of the School Administrator	Robert Down (School Site Visit)
Oct. 24	Regular Board Meeting ✓ Quarterly District Safety Update* ✓ Budget Revision #2 on 2019-20 Working Budget (Preliminary First Interim)	District Office
Nov. 7	Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion	Middle School (School Site Visit)
Nov. 21	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	High School (School Site Visit)
Dec. 12	Organizational Meeting ✓ Election of 2019-20 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #3 ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition	District Office

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

- ☐ Consent
- ☒ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Pacific Grove Unified School District Quarterly Safety Report

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Barbara Martinez, District Safety Director

RECOMMENDATION:

The District Administration recommends the Board review and discuss items in the safety report.

BACKGROUND:

The District Safety Director provides a quarterly safety report to the school board each year.

INFORMATION:

- Review of Incident Command Training
- Communication update

FISCAL IMPACT:

\$2,500 from the safety budget

- ☐ Consent
☒ Information/Discussion
☐ Action/Discussion

SUBJECT: Future Agenda Items

DATE: March 21, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be submitted to the Superintendent or designee with supporting documents and information ...”

INFORMATION:

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the March 21, 2019 Regular Board Meeting:

Affordable Housing Project Impacts to District- Property Tax (In progress)
 Review of David Avenue Site Location (April 2019)
 Counseling Study as an Action/Discussion Item (April 2019)
 California School Board Association Board Self Evaluation Process (May 2019)
 District Field Trips Review (June 2019)