

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

Trustees

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

**DATE:** Thursday, March 5, 2020

**TIME:** 5:30 p.m. Closed Session  
6:30 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

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**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, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9: Governing Board will be deciding whether to join in the JUUL litigation.
4. Public Employee Evaluation (2 cases)

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)]
3. Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9: Governing Board will be deciding whether to join in the JUUL litigation
4. Public Employee Evaluation (2 cases)

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 January 23, 2020 Board Meeting 7  
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Minutes of February 13, 2020 Board Meeting 14  
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- C. Certificated Assignment Order #12 20  
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #12.
- D. Classified Assignment Order #12 22  
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #12.
- E. Acceptance of Donations 24  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below.
- F. Out of County or Overnight Activities 25  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve or receive the request as presented.
- G. Contract for Services with Dave Dally at Pacific Grove Middle School 31  
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Dave Dally to work with Pacific Grove Middle School music students, conduct rehearsals and discuss pedagogy as it relates to repertoire.
- H. Contract for Services with Dr. Rob Klevan at Pacific Grove Middle School 34  
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Dr. Rob Klevan to work with Pacific Grove Middle School music students, conduct rehearsals and discuss pedagogy as it relates to repertoire.
- I. Contract for Services with Paul Contos at Pacific Grove Middle School 37  
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Paul Contos to work with Pacific Grove Middle School music students, conduct rehearsals and discuss pedagogy as it relates to repertoire.

- J. Contract for Services with Valerie Rhoades at Pacific Grove High School 40  
 Recommendation: (Matt Bell, Pacific Grove High School) The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades as the Costumer for the musical *Mamma Mia* to be held at Pacific Grove High School.
- K. Contract for Services with Minuteman Press at Pacific Grove High School 43  
 Recommendation: (Matt Bell, Pacific Grove High School) The District Administration recommends the Board review and approve the Contract for Cervices with Minuteman Press (formerly Rapid Printing Services of the Monterey Peninsula) for printing services related to the Pacific Grove High School NewsBreaker newsletter. The NewsBreaker newsletters will be printed throughout the remainder of the 2019/2020 school year as needed.
- L. Contract for Services with Northern California Lacrosse Referee Association at Pacific Grove High School 46  
 Recommendation: (Matt Bell, Pacific Grove High School) The District Administration recommends the Board review and approve the contract for services with the Northern California Lacrosse Referee Association (NCLRA) for referee services for the season at Pacific Grove High School.
- M. Contract for Services with Kristie Chettle at Robert Down Elementary School 49  
 Recommendation: (Sean Keller, Robert Down Elementary School) The District Administration recommends the Board review and approve contract for three art lessons from icreate artist Kristy Chettle, for Karen Levy's 4<sup>th</sup> grade class at Robert Down Elementary School.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## VII. ACTION/DISCUSSION

- A. District Network Renovation Project 52  
 Recommendation: (Jonathan Mejia, Technology Systems Coordinator) The Administration is recommending to approve a total network renovation to be done by AMS.net with consultation.
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_
- B. Contract with Panish, Shea & Boyle and Baron & Budd for Representation of the District in the JUUL Litigation 216  
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the contract with Panish, Shea & Boyle and Baron & Budd for representation of the District in the JUUL litigation.
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_
- C. Approval of the 2019-20 Second Interim Report 257  
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the 2019-20 Second Interim Report.
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- D. Adoption of Board Policy 3470 Debt Issuance and Management Policy 379  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and adopt Board Policy 3470 on debt issuance and management policy.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- E. Resolution #1042 Issuance and Sale of 2014 Election Measure A Series C of the Education Technology Bond 389  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the information regarding the sale of Measure A, Series C 2014 Election, Education Technology Bond.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_

Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

- F. Resolution #1043– Issuance of a Tax and Revenue Anticipation Note 441  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve Resolution #1043 for participation in the CSBA Cash Reserve Program for the 2020-21 Tax and Revenue Anticipation Note (TRAN).

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_

Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

- G. 2020 Summer School Program 484  
Recommendation: (Billie Mankey, Director II, Human Resources; Clare Davies, Director Student Services) The District Administration recommends the Board review and approve the plan for the 2020 Summer School Program or provide an alternative direction.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- H. Board Calendar/Future Meetings 485  
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: \_\_\_\_\_

## VIII. INFORMATION/DISCUSSION

- A. Digital Learning Teacher Update 488  
Recommendation: (Andrew Bradley, Digital Learning Teacher) The District Administration recommends the Board review the presentation provided by Digital Learning Teacher Andrew Bradley.

Board Direction: \_\_\_\_\_

B. Future Agenda Items

489

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.

- Board requested transportation review and fees (April 2, 2020)
- A member of the public requested Dual Language Elementary Program
- Board requested Board meeting audio streaming options (TBA)
- Board requested celebration event for individuals that raised money or donated money for PGUSD (May 7 or June 4)
- Board requested Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election
- Board requested utility bills costs (electric and water) by school site (2020-21)
- Board requested teacher housing
- Board requested review of current District committees
- A member of the public requested Resolution Census

Board Direction: \_\_\_\_\_

**IX. ADJOURNMENT**

Next regular Board meeting: March 19, 2020 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of January 23, 2020 – Community High School

**I. OPENED BUSINESS**

- A. Called to Order 5:30 p.m.
- B. Roll Call
- |                         |                                  |
|-------------------------|----------------------------------|
| President:              | Trustee Crandell                 |
| Clerk:                  | Trustee Dawson                   |
| Trustees Present:       | Trustee Paff                     |
|                         | Trustee Swanson                  |
|                         | Trustee Walton                   |
| Administration Present: | Superintendent Porras            |
|                         | Asst. Superintendent Chin-Bendib |
| Board Recorder:         | Mandi Ackerman                   |
| Student Board Member:   | Emma Millette                    |
- C. Adopted Agenda

**MOTION Swanson/Dawson to adopt agenda as presented.**

**Public comment: none**

**Motion CARRIED 5 – 0**

**II. CLOSED SESSION**

- A. Identified Closed Session Topics
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 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, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
- B. Public comment on Closed Session Topics
- None.

- C. Adjourned to Closed Session 5:30 p.m.

**III. RECONVENED IN OPEN SESSION** 6:36 p.m.

- A. Reported action taken in Closed Session:
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]
- The Board gave direction to Administration.

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

No information was received.

B. Pledge of Allegiance

Led By: Trustee Crandell

#### IV. SITE PRESENTATIONS

Once a year, Board meetings are held at all school sites. This provides administration and staff with an opportunity to showcase their school's accomplishments. Community High School Presentation: We Meet You Where You Are.

Community High School Teachers Brad Woodyard and Sheri Deeter spoke about the diverse needs and backgrounds of their students, as well as Monterey Peninsula College enrollment and professionals who come and speak to the students. Students Cali Wright-Clark, Matthew Hershenson, and Makar Mukhin spoke about their experiences at Community High School. Principal Bell is proud that the school addresses the individual needs of its students and that they are saving lives and have an amazing staff.

The Board thanked the teachers and students for their presentation and for their incredible work.

#### V. COMMUNICATIONS

A. Written Communication

The Board received several letters regarding the employee volunteer policy item that was pulled from the agenda.

B. Board Member Comments

Pacific Grove High School Student Representative Emma Millette updated the Board on the events and activities happening at Pacific Grove High School.

Trustee Walton thanked Carolyn Swanson and all the volunteers at the kindness greeting at Forest Grove Elementary School recently.

Trustee Paff thanked Forest Grove Elementary School for their kindness greeting. Trustee Paff also thanked Community High School teachers Woodyard and Deeter as well as the students for their presentation.

C. Superintendent Report

Superintendent Porras thanked Community High School for their presentation, noting it is an amazing program for students. Superintendent Porras acknowledged Forest Grove Elementary School Kindness week, saying they did an amazing job, thanking all the volunteers. Superintendent Porras also noted a small change at the upper parking lot at Pacific Grove High School due to concerns surrounding traffic and pedestrian traffic, in an effort to make the area safer and adjust as needed.

**D. PGUSD Staff Comments (Non Agenda Items)**

District Safety Director Barbara Martinez spoke about the Sandy Hook See Something Say Something campaign as well as the Big 5 Protocols in place at the school sites. Pacific Grove High School and the elementary schools started a Say Hello campaign, strengthening the climate to join students when someone is alone. Pacific Grove High School has a See Something Say Something banner at the site; all sites are discussing social emotional health and well-being. The curriculum of Sandy Hook Promise is encouraged, the sites are using additional curriculum, all incorporate the same aspects of the See Something Say Something campaign.

Pacific Grove High School Teacher Isaac Rubin wrote a letter this week to the Board, and read a letter on behalf of some teachers at Pacific Grove High School requesting the Board conducts its own investigation into the actions taken against Jeff Erickson.

Robert Down Elementary School Teacher Erica Chavez thanked the Board regarding written communication regarding volunteers.

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

Parent Jeff Erickson expressed concerns over the actions taken by District Administration regarding wife Culinary Arts Teacher Jenn Erickson, and requested the Board to conduct its own investigation.

**VII. CONSENT AGENDA**

- A. Certificated Assignment Order #10
- B. Classified Assignment Order #10
- C. Out of County or Overnight Activities
- D. Contract for Services with Ellsworth Gregory at Robert Down Elementary School
- E. Contract for Services with PsychEd Services
- F. Contract for Services with Elks Lodge of Monterey
- G. Contract for Services with Grand Avenue Flooring and Interiors at Forest Grove Elementary School
- H. Contract for Services with Vucina Construction at Forest Grove Elementary School
- I. Contract for Services with Vucina Construction at Forest Grove Elementary School
- J. School Accountability Report Cards
- K. Contract with Monterey County Superintendent of Schools for School Services of California, Inc. Services

The Board pulled item E and J to Action/Discussion.

**MOTION Paff/Dawson to approve consent agenda as amended.**

**Public comment: none**

**Motion CARRIED 5 – 0**

**VIII. ACTION/DISCUSSION**

**ITEM A PULLED:** Revisions to Board Policy 4012.8 Employment/Supervision of Relatives

B. 2018-19 Financial Audit Report

Ryan Zelinski, CPA and Manager of Eide Bailly LLP presented the 2018-19 Financial Audit Report. The Board discussed this item.

**MOTION Paff/Dawson to approve the 2018-19 Financial Audit Report.**

**Public comment: none**

**Motion CARRIED 5 – 0**

C. Transportation Review

Director of Facilities and Transportation Matt Kelly brought this item as a follow-up to the bus ridership information at previous Board meetings. The Board asked questions and discussed bus ridership and transportation.

Trustee Walton asked about replacing buses, source of funding, and suggested the Board consider increasing costs for bus riders in order to set aside funds for the purchase of future buses. Trustee Paff agreed to agendaize at a future date increasing bus ridership fees in order to plan for future bus needs. Trustee Walton made a motion for staff to present recommendations before the next budget for the next school year is approved.

**Public comment:**

Forest Grove Elementary School Teacher Jeanie DeTomaso said the last three to five years she has never had more than 2 students ride the bus, most of the class goes to BASRP. BASRP has gone up in count.

Teacher Mary Quindimil suggested not all or nothing, but perhaps families can pay for less rides. Director Kelly clarified the District does offer a punch ticket for families who do not wish to pay for the full year.

Former Trustee Beth Shammass noted on page 122 of the Board packet that 38% of bus riders are also free and reduced meal students, suggested that should be considered, and reminded the Board bus transportation is a service the District offers its students.

Parent Carolyn Swanson said her child was taken to the wrong house by a substitute bus driver; safety is a concern; seatbelts are also a concern. Swanson said the District should involve the parents, suggested a well-publicized meeting; suggested the District consider adding a route as a solution to reduced ridership; suggested bus drivers have a union representative at meetings, noting she was disappointed with the bus drivers in their actions after a recent Board meeting, and that perhaps safety isn't their top priority.

Coach Todd Buller said the bus drivers are incredibly caring people, bent over backwards to go the extra mile for students and staff. In the 30 years with the District the bus drivers have all been great.

Superintendent Porras suggested the Board provide more direction on what they are looking for. Trustee Walton clarified he is requesting a review of bus ridership and fees with staff providing recommendations for trying to budget for a replacement bus in the future.

**MOTION Walton/Paff for Administration to present recommendations before the next budget for the next school year is approved.**

**Motion CARRIED 3 – 2**

D. Board Calendar/Future Meetings

**No action taken.**

E. Consent Item J: School Accountability Report Cards

Director of Curriculum and Special Projects Ani Silva discussed this item and addressed questions from the Board.

**Public comment:**

Former Trustee Beth Shammass said she understands why this item was on consent. This information is important information for the public; supports all the information, especially related to parking spaces which were a result of Measure A and Measure D, saying the money was used wisely. Shammass said it was important to encourage the community to trust the District, the election is coming up soon.

**MOTION Paff/Dawson to accept the School Accountability Report Cards, noting revisions will be made after the meeting.**

**Motion CARRIED 5 – 0**

F. Walk-On Kleinfelder Contract Extension and GPR Test Results at Robert Down Elementary School

Director of Facilities and Special Projects Matt Kelly presented information to the Board. The Board discussed this item.

**Public comment:**

Parent Carolyn Swanson asked if legal counsel reviews contracts such as this.

Superintendent Porras answered that not all contracts are reviewed by legal counsel.

Former Trustee Beth Shammass was concerned about this issue. Robert Down Elementary School is the oldest building of the District, and looking into the future of the building it is important to take care of it. Shammass said smaller issues have come up in the past, this issue is important to pay attention to and get engineers opinions, and this is exactly why the District needs the Measure D bond.

**MOTION Paff/Swanson to approve Walk-On Kleinfelder Contract Extension and GPR Test Results at Robert Down Elementary School, not to exceed \$46, 800.**

**Motion CARRIED 5 – 0**

G. Consent Item E: Contract for Services with PsychEd Services

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

**MOTION Walton/Crandell to approve Contract for Services with PsychEd Services.**

**Public comment: none**

**Motion CARRIED 5 – 0**

**IX. INFORMATION/DISCUSSION**

A. Review of the Governor’s Budget Proposal for 2020-21

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

**Public comment:**

Parent Carolyn Swanson said Song is a rock star, thanked her for being at our District. Regarding free and reduced lunch program, suggested a committee or way to go after and sign up all the families in the District that qualify for that program.

B. Audio/Video Recording and Streaming of Board Meetings

Technology Systems Coordinator Jonathan Mejia asked the Board for direction regarding possibly recording and streaming Board meetings.

The Board directed Administration to bring back information for audio recording options, no video recordings, including two audio options: live stream audio or delayed audio available on the website after the meetings; what changes would be needed to existing equipment or new equipment; costs; and staffing internal or contracted staff.

**Public comment:**

Parent Jennifer McNeary said she would watch or listen to the Board meetings from home if possible. Also noted Monterey Peninsula Unified School District live streams their meetings, suggested the District contact Monterey Peninsula Unified School District.

Robert Down Elementary School Principal Sean Keller cautioned the Board saying Mejia has a lot of other responsibilities within the District and expressed concerns over cost to the District.

C. Future Agenda Items

- Revenue Property Tax (In progress)
- Dual Language Elementary Program
- Celebration event for individuals that raised money or donated money for PGUSD
- Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election
- District and school site website updates/redesign
- Utility bills costs (electric and water) by school site

Added:

Transportation staff recommendations

Audio recording of Board meetings

The Board discussed Dual Language Elementary Program as a future agenda item. The Board will bring the item as an Information/Discussion item on April 2, 2020.

**Public comment:**

Parent Carolyn Swanson said she attended a seminar that said districts must allow students to have access to dual language program. Asked the Board to add it to an agenda.

X. ADJOURNED

9:27 p.m.

Approved and submitted:

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Dr. Ralph Gómez Porras  
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of February 13, 2020 – District Office

**I. OPENED BUSINESS**

- A. Called to Order 5:16 p.m.
- B. Roll Call
- |                         |                                  |
|-------------------------|----------------------------------|
| President Absent:       | Trustee Crandell                 |
| Clerk:                  | Trustee Dawson                   |
| Trustees Present:       | Trustee Paff                     |
|                         | Trustee Swanson                  |
|                         | Trustee Walton                   |
| Administration Present: | Superintendent Porras            |
|                         | Asst. Superintendent Chin-Bendib |
| Board Recorder:         | Mandi Ackerman                   |
| Student Board Member:   | Adrian Clark                     |

C. Adopted Agenda

Changes to the agenda include Walk-On Adoption of Resolution No. 1041 in Support of Proposition 13: Public Preschool, K-12, and College Health and Safety Bond Act of 2020 Assembly Bill 48 and a correction Action/Discussion Item C Contract for Services with David Sonderegger for E-Rate Monitoring Services.

**MOTION Walton/Swanson to adopt agenda as amended.**

**Public comment: none**

**Motion CARRIED 4 – 0**

**II. CLOSED SESSION**

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 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, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Public Employee Evaluation

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:20 p.m.

### III. RECONVENED IN OPEN SESSION

6:33 p.m.

#### A. Reported action taken in Closed Session:

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

The Board discussed this item.

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

The Board discussed this item.

3. Public Employee Evaluation

The Board discussed this item.

#### B. Pledge of Allegiance

Led By: Student Representative Clark

### IV. COMMUNICATIONS

#### A. Written Communication

The Board received an invitation to the Monterey County School Board Association dinner; an invitation for Climate Crisis forum; employee correspondence; and information regarding the Coronavirus.

#### B. Board Member Comments

Student Representative Clark provided an update on the events and activities happening at Pacific Grove High School including Student Voices auditions and a Valentine's Day gameshow.

Trustee Paff visited Forest Grove Elementary School and had a nice visit.

Trustee Walton thanked Pacific Grove Middle School for the parent night with the Pacific Grove Police Department, appreciated the presentation being available online to watch.

Trustee Swanson noted the Central Coast Sectional Concerts, Pacific Grove Honor Orchestra and Honor Band.

#### C. Superintendent Report

Superintendent Porras thanked Pacific Grove Middle School Principal Roach and Pacific Grove Police Officers Hanks and Basenese for presenting at the parent night, and acknowledged School Resource Officer Hanks who will be receiving an award from the County for his work on the DARE program. Superintendent Porras also attended a chamber-hosted event recognizing Employee of the Year Commander Lakind. Superintendent Porras acknowledged two employees who are leaving the District- Juliana Dacuyan and Maurissa Alt, thanking both for their amazing work.

**D. PGUSD Staff Comments (Non Agenda Items)**

Pacific Grove High School Teacher Sally Richmond spoke about the District reserves, suggested the budget reflect reasonable cost of living increases, and noted that the District should recognize the importance of recruiting the best teachers, saying the District lists 5<sup>th</sup> in salary compared to surrounding Districts.

Forest Grove Elementary School Teacher Jeanie DeTomaso spoke about the District budget, that Certificated staff is a priority and should be compensated accordingly; said teachers expect an increase in salary and health benefits; asked if compensation would be considered if the Bond passes; read two letters on behalf of teachers Kristin Sweeney and Maryn Sanchez.

Forest Grove Elementary School Teacher Irene Valdez spoke about the expectations of teachers and said the right thing is to reward their hard work and service.

Pacific Grove High School Principal Matt Bell said the mock trials came in second place this year.

Pacific Grove Middle School Principal Sean Roach thanked School Resource Officer Hanks and Officer Basenese for their wonderful presentation and the important information.

Robert Down Elementary School Principal Sean Keller said drop off and pick up will be moved to the back of the school; noted the County Spelling Bee is this week.

Forest Grove Elementary School Teacher Shannon McCarty read letters on behalf of teachers, spoke about cost of living and healthcare costs.

Pacific Grove Middle School Teacher Brice Gamble said he was lucky to live in Pacific Grove, shared his experience living in this town, and spoke about insurance.

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

Diana Malkin spoke about the US Census and encouraged the Board to adopt a resolution.

Parent Carolyn Swanson thanked Principal Buck Roggeman, shared a personal story about his leadership and going above and beyond for her daughter.

Jeff Erickson expressed concerns over the minutes of recent Board meetings, that there is bare minimum recognition and reflection of what he has said. Noted Board Bylaw 9322 officially requesting a future agenda item for the Board to discuss Human Resources and Superintendent actions. Spoke about his wife and that she may never be tenured.

**VI. CONSENT AGENDA**

- A. Minutes of January 16, 2020 Board Meeting
- B. Certificated Assignment Order #11
- C. Classified Assignment Order #11
- D. Acceptance of Donations
- E. Out of County or Overnight Activities

- F. Warrant Schedules No. 604
- G. Cash Receipts Report No. 3
- H. Revolving Cash Report No. 3
- I. Acceptance of Quarterly Treasurer's Report
- J. E-Waste Surplus at Pacific Grove High School
- K. Contract for Services with Graide Network for Pacific Grove Middle School Language Arts
- L. Contract for Services with Richard Enriquez, School Bus Driver/Trainer
- M. Contract for Services with Emma Bartlett, Drumline Instructor for Pacific Grove High School
- N. Contract for Services with Rachel Hunter, Flag Team Instructor for Pacific Grove High School
- O. Contract for Services with Casey Printing for Pacific Grove Adult School
- P. Contract for Services with Christine Harder dba Artadillo for Robert Down Elementary School
- Q. Contract for Services with Stark Leak Detection LLC

**MOTION Swanson/Paff to approve consent agenda as presented.**

**Public comment: none**

**Motion CARRIED 4 – 0**

## **VII. INFORMATION/DISCUSSION**

- A. Presentation by County Property Tax Assessor Steve Vagnini

County Property Tax Assessor Steve Vagnini presented information to the Board. The Board discussed the information and asked questions.

**Public comment:**

Pacific Grove Middle School Teacher Elaine Demarco asked a question about the amount anticipated by property taxes. Mr. Vagnini addressed her question.

## **VIII. ACTION/DISCUSSION**

- A. Student Information Systems Replacement

Director of Education Technology Matthew Binder presented information regarding Synergy Student Information Systems. The Board discussed and asked questions.

**Public comment:**

Robert Down Elementary School Teacher Cristina Renteria said trainings should not be held during lunch time.

Robert Down Elementary School Teacher Erica Chavez expressed concerns over assessments, and did not want to reinvent the wheel.

Forest Grove Elementary School Teacher Shannon McCarty asked about Illuminate. Director Binder said they would be switching to Synergy exclusively.

Parent Carolyn Swanson suggested a parent test or education night for groups; asked if the system would translate into other languages; spoke about Illuminate regarding health issues and vaccinations; asked if the system was customizable. Director Binder noted the system does translate into other languages.

Pacific Grove Middle School Principal Sean Roach commended Director Binder and the Technology Department for all their hard work; said Illuminate had some shortcomings and Synergy will address these.

**MOTION Paff/Swanson to approve with the amendment to include the addition of student privacy agreements.**

**Motion CARRIED 4 – 0**

**B. School Year Calendars 2020-21 and 2021-22**

Director of Human Resources Billie Mankey presented calendar option 1 for both school years. The Board asked questions and discussed the calendars.

**Public comment:**

Forest Grove Elementary School Teacher Shannon McCarty asked about the recommended calendars.

**MOTION Swanson/Dawson to approve option #1 for both school years.**

**Motion CARRIED 4 – 0**

**C. Contract for Services with David Sonderegger for E-Rate Monitoring Services**

Technology Systems Coordinator Jonathan Mejia noted #3 on the contract should have been checked.

**Public comment:**

Parent Carolyn Swanson asked about the company's success rate; asked what the company has done for the District in the past; asked if this service can be done by the District staff. Mejia addressed her questions and recommends contracting out.

**MOTION Walton/Paff to approve the contract for services with David Sonderegger for E-Rate Monitoring Services.**

**Motion CARRIED 4 – 0**

**D. Board Calendar/Future Meetings**

The cover page reflected 'Revised' however the calendar was not revised. "Board Priorities for 2020-21 Instructional Program Design" was removed from February 13 meeting.

**MOTION Paff/Dawson to approve the amended Board meeting calendar.**

**Public comment: none**

**Motion CARRIED 4 – 0**

- E. Walk-On Adoption of Resolution No. 1041 in Support of Proposition 13: Public Preschool, K-12, and College Health and Safety Bond Act of 2020 Assembly Bill 48

**MOTION Dawson/Paff to adopt Resolution No. 1041 in Support of Proposition 13: Public Preschool, K-12, and College Health and Safety Bond Act of 2020 Assembly Bill 48.**

**Public comment: none**

**Motion CARRIED 4 – 0**

## IX. INFORMATION/DISCUSSION

- B. Review of Budget Development Calendar for 2020-2021

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

**Public comment:**

Athletic Coach Todd Buller noted the budget should reflect raises for the teachers.

- C. Joint Use Agreement with City of Pacific Grove

Director of Facilities and Transportation Matt Kelly presented information to the Board. The Board discussed this item.

- D. Future Agenda Items

- Transportation Review and Fees (April 2, 2020)
- Dual Language Elementary Program (April 2, 2020)
- Board Meeting Audio Streaming Options (TBA)
- ~~Revenue Property Tax (In progress)~~
- Celebration event for individuals that raised money or donated money for PGUSD (May 7 or June 4)
- Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election
- Utility bills costs (electric and water) by school site (2020-2021)

The Board asked to remove the Revenue Property Tax.

The following items were requested:

- Trustee requested teacher housing
- Trustee requested review of current District committees
- Member of the public requested Board review of Superintendent and Human Resources Actions
- Member of the public requested Census Resolution

## X. ADJOURNED

9:40 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 5, 2020

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

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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 5, 2020**

Page 2 of 2

**2019-20 PGHS SPORTS paid according to the PGTA Bargaining Agreement Exhibit 17**

Employee/Coach	Assignment	% Stipend	Funding	Amount
Monty Roth Replaces John Gruberg	Boys' Tennis Coach	1.0	General Fund	\$2,891

**2019-20 PGMS SPORTS paid according to the PGTA Bargaining Agreement Exhibit 17**

Employee/Coach	Assignment	% Stipend	Funding	Amount
Kari Galer Replaces Nathan Wren	Girls'/Boys' Golf Coach	1.0	General Fund	\$1,156

**LEAVE OF ABSENCE:**

Karinne Gordon, PGHS, English Teacher, requests and qualifies to continue a STRS Reduced Workload (2<sup>nd</sup> year) from 1.0 FTE to 0.80 FTE effective the 2020-2021 school year

**SUBSTITUTE:**

Yelena Burns-Nazaroff  
Yvonne Foleth

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

**SUBJECT:** Classified Assignment Order #12

**DATE:** March 5, 2020

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

**Page 1 of 2**

**RECOMMENDATION:**

The administration recommends adoption of Classified 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 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. 12  
March 5, 2020**

**Page 2 of 2**

**ADDITIONAL ASSIGNMENT:**

Fran Castorina, FGE, BASRP Recreation Attendant, Temporary, 2 hrs./day/5 days per week, Range 27, Step G, effective February 25, 2020 through May 29, 2020 only (partial replacement for Maria Taschner)

Sally Jones, FGE, Instructional Assistant, 1.5 hrs./day/5 days per week, 180 day work calendar, Range 30, Step A, effective February 25, 2020 (replaces Habiba Malik)

**SHORT TERM, TEMPORARY, HOURLY ASSIGNMENT:**

ASE Spring 2020 Session ~ 6 weeks, March 16, 2020 ~ April 30, 2020, paid per time sheet at \$30 per hour subject to sufficient enrollment

<b>Employee</b>	<b>Course</b>	<b>Total Hours</b>	<b>Classes per Session</b>
Florencia Wong Davi	Jazz and Hip Hop (Weds. at FG) Grades 1-3	6	6
Florencia Wong Davi	Beginning Ballet Thurs. at RD) Grades 1 & 2	6	6
Ritika Kumar	Ceramics (Tues at RD) Grades 2 - 5	6	6
Ritika Kumar	Yoga (Weds at RD) Grades 1-5 Grades 1 - 5	6	6
David Peelo	Chess (Tues at RD) Grades 2-5	6	6
Ellen Berrahmoun	Art (Mon at RD) Grades 3-5	9	6
Maria Dawson	Theatre Arts (Wed at RD) Grades 3-5	9	6
Maria Dawson	Theatre Arts (Mon at RD) Grades 1 & 2	6	6
Shannon Morrison	Spanish (Tues at FG) Grades 2 & 3	9	6
Shannon Morrison	Spanish (Weds at RD) Grades 3 & 4	9	6
Jasna Norris	Sewing (Tues at FG)	9	6
Lisa Lavin	Ukulele 1 (Thurs at RD) Grades 4 & 5	6	6

**RETIREMENT:**

Debby Farmer, PGHS Administrative Assistant II, retires effective June 5, 2020 after 14 successful years of service with the Pacific Grove Unified School District

**RESIGNATION:**

Habiba Malik, FGE, Instructional Assistant (1.5 hrs./day), Noon Duty (1 hr./day) and Recreation Attendant (2.2 hrs./day) resigns effective February 19, 2020

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

**SUBJECT:** Acceptance of Donations

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Song Chin-Bendib, Assistant Superintendent for Business Services

**RECOMMENDATION:**

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

**INFORMATION:**

During the past month the following donations were received:

**Forest Grove Elementary School**

None

**Robert H. Down Elementary School**

None

**Pacific Grove Middle School**

PGMS PTA

\$558.91 (lunchtime sports play equipment)

**Pacific Grove High School**

None

**Pacific Grove Community High School**

None

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

None

**Pacific Grove Unified School District**

None

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

**SUBJECT:** Out of County or Overnight Activities

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Song Chin-Bendib, Assistant Superintendent for Business Services

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**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.

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**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

**OUT-OF-COUNTY OR OVERNIGHT ACTIVITIES**

<u>DATE</u>	<u>STUDENTS/CLASS</u>			
<u>DESTINATION</u>	<u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
February 27, 2020 Mission San Juan Bautista San Juan Bautista, CA	RD 4 <sup>th</sup> Grade Class California Mission Studies	Auto	\$150	PG Pride
March 7, 2020 Las Positas College Livermore, CA	PGHS Science Club Bay Area National Science Bowl	vans	\$45	Site admin
March-May, 2020 Various venues See attached for detail	PGHS Athletics Away Games	various	undisclosed	District/HS Athletics

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**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. I understand.

Date of Activity 02/27/2020 Day of Activity Thursday

Location of Activity Mission San Juan Bautista City San Juan Bautista County Monterey

School Robert Down Elementary Class or Club Karen Levy Grade Level/s 4

School Departure Time 9:00 AM

Pickup Time from Place of Activity 1:55 PM

Name of Employee Accompanying Students Karen Levy

Number of Adults 6 Number of Students 25

**Description of Activity/Educational Objective**

California Mission studies. Tour of the Mission grounds, buildings and church. Students will also participate in a docent-led activity aligned with the CA State Standards.

List All Stops Mission San Juan Bautista

Means of Transportation: Auto\*

\* Board Regulation 3541.1 Requirements will be complied with when using private Autos kl  
(Teacher initials)

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

Cost of Activity \$ 150 + Cost of Transportation \$ 0 = Total \$ 150.00

Fund/s to be charged for all activity expenses ( ) Students ( ) Club ( ☒ ) PG Pride ( ) Other \_\_\_\_\_

Account Code: 01-9002-0-1110-1000-5800-00-002-5995-0720 entry fees

Requested by: Karen Levy / Karen Levy Date 02/25/2020  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Sean B. Keller Date 02/25/2020

\*\*\*\*\*

**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 02/25/2020

Date of Board Approval 03/05/2020

**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. I understand.

Date of Activity 03/07/2020 Day of Activity Saturday

Location of Activity Las Positas College City Livermore County Alameda

School PG High School Class or Club Breaker Science Club Grade Level/s 10-12

School Departure Time 7:00 AM

Pickup Time from Place of Activity 3:00 PM

Name of Employee Accompanying Students Marc Afifi

Number of Adults 1 Number of Students 5

**Description of Activity/Educational Objective**

Compete in National Regional Science Bowl (Bay Area). The vans at the high school will be used for transportation.

List All Stops No other stops.

Means of Transportation: District Van\*\*

\* Board Regulation 3541.1 Requirements will be complied with when using private Autos MA  
(Teacher initials)

\*\*If using District vans, driver names must be listed: Marc Afifi

Cost of Activity \$ 0 + Cost of Transportation \$ 45.00 = Total \$ 45.00

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

Account Code: 01-0000-0-1110-1000-5200-00-006-1005-0720

Requested by: Marc Afifi / Marc Afifi Date 02/25/2020  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 02/25/2020

\*\*\*\*\*

**Transportation Department/District Office Use**

( ) School Bus ( ) Charter ( ) Available ( ) Not available Date Received \_\_\_\_\_

Cost Estimate \$ \_\_\_\_\_

Approved by Transportation Supervisor: \_\_\_\_\_ Date \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

Date of Board Approval 03/05/2020

Date	Team	Opponent	Site	Team	Time	Release	Bus
3/3	BT	Gilroy	GHS	V	4:00		Van
3/7	BB	Kings Academy	Kings AC	V / JV	11- 2:00		8:30
3/7	SB	Aptos	Aptos	JV / V	TBA		Vans
3//11	G	San Benito	Ridgemark	V	3:30		Van
3/ 12	SB	St Francis	St Francis	JV / V	4:00	1:45	2:00
3/18	BB	Hollister	Hollister	Var/ JV	4:00	1:45	2:00
3/19	BT	Rancho SJ	RSJ	V	4:00		Van
3/19	LX	Carmel	Carmel	V	5:15		3:45 Drop
3/20	SW	SF	SF	V	3:30	1:45	2:00
3/20	SB	MVC	MVC	Var / JV	4:30	2:30	2:45
3/24	BB	Gilroy	Gilroy	Var / JV	4:00	1:45	2:00
3/26	LX	Hollister	Hol	V	6:00		4:00
3/26	BT	Christopher	CHS	V	4:00		Van
4/3	SW	MVC	MVC	V	3:30	1:45	2:00
4/3	T	Stanford	Stanford	V	TBA		Vans
4/15	LX	Scotts Valley	SC	V	5:15		3:00
4/16	BT	Hollister	HHS	V	4:00		Van
4/17	BB	MVC	MVC	Var / JV	4:30	2:15	2:30
4/17	T	Top 8	Los Gatos	V	TBA		Van
4/22	BT	Oakwood	OHS	V	4:00		Van
4/25	T	Meet of Champions	Sacramento	V	TBA		Van
4/27	LX	Carmel	SV	V	5:30		3:15
4/28	BB	Hollister	Hollister	Var / JV	4:00	1:45	2:00
4/29	LX	Aptos	SC	V	7:15		5:00
5/1	BB	Gilroy	Gilroy	Var / JV	4:00	1:45	2:00

5/1	T	Cypress Final	Gilroy	V	4:00	1:30	1:45
5/2	BB	Aptos	Aptos	Var / JV	4:00		2:00
5/8	T	PCAL Masters	Gilroy	V	4:00	1:30	1:45
5/15	T	CCS	Gilroy	V	TBA		Van
5/22	T	CCS	Gilroy	V	TBA		Van

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

**SUBJECT:** Contract for Services with Dave Dally at Pacific Grove Middle School

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Sean Roach, Pacific Grove Middle School Principal

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Dave Dally to work with Pacific Grove Middle School music students, conduct rehearsals and discuss pedagogy as it relates to repertoire.

**BACKGROUND:**

Dave Dally has been the Pacific Grove Middle School (PGMS) honor band and orchestra conductor as well as adjudicator at CMES-CCS festivals. Mr. Dally is a professor of music at Monterey Peninsula College.

**INFORMATION:**

PGMS music students will gain greater understanding of technique and rehearsal techniques. The ensemble will have the opportunity to improve tone, texture, harmony, rhythm and style.

**FISCAL IMPACT:**

Music Boosters donation will cover the cost of this contract beginning March 9, 2020 and concluding on May 2020.

**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 **Dave Dally** for services rendered as specified below.

1. **Scope of Service:** Clinicians will assess curriculum, work with students, conduct rehearsals, and discuss pedagogy as it relates to the repertoire.
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed): Students will gain a greater understanding of technique and rehearsal techniques. The ensemble will have the opportunity to improve tone, texture, harmony, rhythm, and style.
3. **Length of the Contract:**  
Service is to be provided on the following date(s):  
For the remaining 2020 school year.
4. **Financial Consideration:**  
Consultant to be paid at the rate of:  
\$50.00 (\$ per hr/day/other) Not to exceed \$250.00.  
\_\_\_\_\_(hours/days/other)  
School Funding Source: **PG Music Boosters Donation**  
Account Code: 01-9005-0-1110-1000-5800-00-005-1440-0720

Consultant **Dave Dally**

Address \_\_\_\_\_

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) X 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
- ☐ Action/Discussion
- ☐ Information/Discussion
- ☐ Public Hearing

**SUBJECT:** Contract for Services with Dr. Rob Klevan at Pacific Grove Middle School

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Sean Roach, Pacific Grove Middle School Principal

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Dr. Rob Klevan to work with Pacific Grove Middle School music students, conduct rehearsals and discuss pedagogy as it relates to repertoire.

**BACKGROUND:**

Dr. Rob Klevan has been the Pacific Grove Middle School (PGMS) honor band and orchestra conductor as well as adjudicator at CMES-CCS festivals. Dr. Klevan is the MJF middle school honor Jazz Band director and the instrumental music teacher at Stevenson.

**INFORMATION:**

PGMS music students will gain greater understanding of technique and rehearsal techniques. The ensemble will have the opportunity to improve tone, texture, harmony, rhythm and style.

**FISCAL IMPACT:**

Music Boosters donation will cover the cost of this contract beginning March 9, 2020 and concluding on May 2020.

**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 **Dr. Rob Klevan** for services rendered as specified below.

1. **Scope of Service:** Clinicians will assess curriculum, work with students, conduct rehearsals, and discuss pedagogy as it relates to the repertoire.
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed): Students will gain a greater understanding of technique and rehearsal techniques. The ensemble will have the opportunity to improve tone, texture, harmony, rhythm, and style.
3. **Length of the Contract:**  
Service is to be provided on the following date(s):  
For the remaining 2020 school year.
4. **Financial Consideration:**  
Consultant to be paid at the rate of:  
\$50.00 (\$ per hr/day/other) not to exceed \$250.00  
\_\_\_\_\_(hours/days/other)  
School Funding Source: **PG Music Boosters Donation**  
Account Code: 01-9005-0-1110-1000-5800-00-005-1440-0720

Consultant **Dr. Rob Klevan**

Address \_\_\_\_\_

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) X 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
- ☐ Action/Discussion
- ☐ Information/Discussion
- ☐ Public Hearing

**SUBJECT:** Contract for Services with Paul Contos at Pacific Grove Middle School

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Sean Roach, Pacific Grove Middle School Principal

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Paul Contos to work with Pacific Grove Middle School music students, conduct rehearsals and discuss pedagogy as it relates to repertoire.

**BACKGROUND:**

Paul Contos has worked with the Pacific Grove Middle School (PGMS) jazz students once a month through the Monterey Jazz festival for the past 15 years.

**INFORMATION:**

PGMS Music students will gain greater understanding of technique and rehearsal techniques. The ensemble will have the opportunity to improve tone, texture, harmony, rhythm and style.

**FISCAL IMPACT:**

Music Boosters donation will cover the cost of this contract beginning March 9, 2020 and concluding in May 2020.

**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 **Paul Contos** for services rendered as specified below.

1. **Scope of Service:** Clinicians will assess curriculum, work with students, conduct rehearsals, and discuss pedagogy as it relates to the repertoire.
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed): Students will gain a greater understanding of technique and rehearsal techniques. The ensemble will have the opportunity to improve tone, texture, harmony, rhythm, and style.
3. **Length of the Contract:**  
Service is to be provided on the following date(s):  
For the remaining 2020 school year.
4. **Financial Consideration:**  
Consultant to be paid at the rate of:  
\$50.00 (\$ per hr/day/other) Not to exceed \$250.00\_\_\_\_\_(hours/days/other)  
School Funding Source: **PG Music Boosters Donation**  
Account Code: 01-9005-0-1110-1000-5800-00-005-1440-0720

Consultant **Paul Contos**

Address \_\_\_\_\_

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) X 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
- ☐ Action/Discussion
- ☐ Information/Discussion
- ☐ Public Hearing

**SUBJECT:** Contract for Services with Valerie Rhoades at Pacific Grove High School

**DATE:** March 5, 2020

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades as the Costumer for the musical *Mamma Mia* to be held at Pacific Grove High School.

**BACKGROUND:**

This is an annual service. We have hired Valerie Rhoades for many of the high school productions.

**INFORMATION:**

Michelle Boulware is directing the high school musical and Valerie Rhoades will be providing the costuming services starting March - April 30, 2020. The musical closes on April 26, but the costumer traditionally continues afterwards in order to clean, repair and pack for storage any and all costumes.

**FISCAL IMPACT:**

The service will be paid at a flat rate of \$1,000.00 and will be funded by the Wells Fargo 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: *Services as the Costumer for the spring musical Mamma Mia* at Pacific Grove High School

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

To work with the other costumer and create or refurbish costumes for the musical

**3. Length of the Contract:**

Service is to be provided as follows: Work is to be started in March and completed by April 30, 2020. The extra dates are needed to clean, repair and prepare for the storage any and all costumes used for the musical

**4. Financial Consideration:**

Consultant to be paid at the rate of:  
\$1,000.00 flat rate for the duration of the project

School Funding Source: Wells Fargo Bank PGHS Musical

Account Code: #8994873977/555

Consultant (Please print) Valerie Rhoades

Address 451 Spruce Avenue, Pacific Grove, CA 93950 Phone:831-917-6713

Signed \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_

☐

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.
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- (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
- ☐ Action/Discussion
- ☐ Information/Discussion
- ☐ Public Hearing

**SUBJECT:** Contract for Services with Minuteman Press for Pacific Grove High School

**DATE:** March 5, 2020

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the Contract for Services with Minuteman Press (formerly Rapid Printing Services of the Monterey Peninsula) for printing services related to the Pacific Grove High School NewsBreaker newsletter. The NewsBreaker newsletters will be printed throughout the remainder of the 2019/2020 school year as needed.

**BACKGROUND:**

This is a new service. Students want to create a school newsletter.

**INFORMATION:**

This contract will cover the cost of printing several newsletters for the remainder of the 2019-2020 school year.

**FISCAL IMPACT:**

PG Pride U.S. Open grant funds in the amount of \$2,000.

**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 Minuteman Press for services rendered as specified below.

**1. Scope of Service:**

To provide: Printing services for PGHS Newsbreakers.

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

PGHS Newsbreakers will have printed copies of the Newsbreaker newsletters.

**3. Length of the Contract:**

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

Printing is to be provided for the remainder of the 2019/2020 school year.

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$2000 flat rate (\$ per hr/day/other)

for remainder of 2019/202 school year service days may vary (hours/days/other)

School Funding Source: PG Pride US Open Account

Account Code: 01-9011-0-1110-5800-00-006-5995-0720

Consultant (Please print) Minuteman Press

Address 201 Foam Street, Monterey, CA 93940 Phone 831-373-1822

Signed \_\_\_\_\_ Date \_\_\_\_\_ Email [monterey@minutemanpress.com](mailto:monterey@minutemanpress.com)

☐ 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) X 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.
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- (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
- ☐ Action/Discussion
- ☐ Information/Discussion
- ☐ Public Hearing

**SUBJECT:** Contract for Services with Northern California Lacrosse Referee Association at Pacific Grove High School

**DATE:** March 5, 2020

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

---

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with the Northern California Lacrosse Referee Association (NCLRA) for referee services for the season at Pacific Grove High School.

**BACKGROUND:**

This is not a new service. When Pacific Grove High School started with Lacrosse it had to pay PCAL supplemental referee fees for Lacrosse. Now referee services can be paid directly to the NCLRA.

**INFORMATION:**

The NCLRA is a professional lacrosse referee service that all schools who field a lacrosse team use for the refereeing of games. This is the only source for this type of service and it is approved by CCS to provide this necessary service.

**FISCAL IMPACT:**

The cost is \$240.00 per game for nine regular season games and additional administration fees of \$540.00. This will be paid out of the Wells Fargo Athletic account. This payment will have no fiscal district impact. Referee services will begin March 19, 2020.

**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 Northern California Lacrosse Referees Association or NCLRA for services rendered as specified below.

**1. Scope of Service:**

To provide: Referee services for all lacrosse home games

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

Fair and ethical refereeing for all lacrosse home games

**3. Length of the Contract:**

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

March 2020 and to end in or about June 2020

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$240.00 per game for 9 games per the stated season (\$ other) plus one time administration fees for the seasons of \$540.00

School Funding Source: Wells Fargo Athletics Account – Undesignated sub account #400

Account Code: #1965169244/400

Consultant (Please print) NCLRA – David Hafner representative/treasurer

Address 35 Greenside Way San Rafael CA 94901 Phone:415-336-3928

Signed \_\_\_\_\_ Date Click or tap to enter a date.

Email dchafner@gmail.com

☐

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.
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- (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
- ☐ Action/Discussion
- ☐ Information/Discussion
- ☐ Public Hearing

**SUBJECT:** Contract for services with Kristy Chettle for Robert Down Elementary School

**DATE:** March 5, 2020

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

**RECOMMENDATION:**

The District Administration recommends the Board review and approve contract for three art lessons from icreate artist Kristy Chettle, for Karen Levy's 4<sup>th</sup> grade class at Robert Down Elementary School.

**BACKGROUND:**

Ms. Levy writes several grants each year to help with funding integrated art lessons. A similar contract with Kristy Chettle was approved during 2018-19 school year.

**INFORMATION:**

Culmination artwork for the annual California Mission Project. Each student will choose a mission to re-create on a tile through etching and painting. Tiles are then kiln-dried and glazed for a keepsake for students.

**FISCAL IMPACT:**

PG Pride Grant total \$765. \$255 per session which includes supplies.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

CONSENT M

435 Hillcrest Avenue  
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

icreate - Kristy Chettle for services rendered as specified below.

1. Scope of Service:

To provide: Art Lessons for Karen Levy's 4<sup>th</sup> Grade Class

2. Evaluation and/or expected outcome(s) (continue on attached page if needed): Three 90-minute customized art lessons that tie into the history curriculum.

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, 2020.

4. Financial Consideration:

Consultant to be paid at the rate of:

\$255.00 per session includes supplies (\$ per hr/day/other)

for 3 sessions (hours/days/other)

School Funding Source: PG PRIDE Grant

Account Code: 01-9011-0-1110-1000-5800-00-002-5995-0720

Consultant (Please print) icreate - Kristy Chettle

Address 227 Forest Avenue, Suite 5 Pacific Grove, CA 93950

Phone kristy@icreate-studio.com

Signed \_\_\_\_\_ Date \_\_\_\_\_

☐ District Employee ☒ Independent Consultant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Site/Program Administrator (Check appropriate box below)

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_

Assistant Superintendent

**ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.**

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

Revised 02/15

## Contract for Services Criteria

CONSENT M

**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) **X** 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.
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- (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.
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- (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

Ref: Contract for Services Criteria

Revised 02/15

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

**SUBJECT:** District Network Renovation Project

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Jonathan Mejia, Technology Systems Coordinator

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**RECOMMENDATION:**

The Administration is recommending to approve a total network renovation to be done by AMS.net with consultation.

**BACKGROUND:**

As mentioned previously, our existing network has been in place since 2010. AMS.net has quoted the district \$732,273.12. This amount covers:

- Cisco Meraki Access Points
- Cisco Meraki Routers
- Cisco Meraki Switches
- Cisco Servers and server enclosures
- Network Insight (Topology/Documentation/Configurations)

The current network is being used to handle all traffic dealing with online curriculum and support, web traffic, email, student information system, security cameras, Chromebook fleet (2,200), web hosting, teacher devices, bring your own device, internet of thing devices, and network security. Since the adoption of the Technology Bond (Measure A) in 2015 the district has added many more devices to this network. It is anticipated that more devices will be purchased, which will create more strain on the network. The existing network has had some stability, however assessments of the network done by AMS.net and DGI Technologies show that we are reaching capacity of the number of Power Over Ethernet devices (POE) the core switches can power and maintain simultaneously. In some places, we have reached our limit of available ports. This poses problems as more technology solutions rely on network connectivity. Future projects being planned include VOIP Phones, IP intercoms, climate control, campus security, and vape detectors, these projects will not be possible without revamping the existing network.

PGUSD is part of a consortium called School Project for Utility Rate Reduction (SPURR) which has already negotiated competitive pricing for schools using E-Rate to offset costs. PGUSD joined this consortium in 1990. Using SPURRS ensures the district competitive pricing. The district does not have to undergo traditional bidding process by going through SPURR. AMS.net is the only company awarded the Cisco Meraki contract under SPURR. AMS.net has over 25 years of experience in working with School Districts and USAC to provide Network Solutions. Many of these districts are within Monterey County, but their presence is throughout California.

**INFORMATION:**

The district currently has an estimated \$155K use-it-or-lose-it in E-rate dollars which will expire on March 25<sup>th</sup>, 2020 without an approved project. The recommendation is to award AMS.net the contract to renovate our entire network

After doing a network walk through with AMS.net, they have quoted us \$732,273.12. This amount would cover core data center, core switches, and AP's throughout the District. The new network is being designed as a robust network that can handle our current needs and the aforementioned future projects, as well as any others that may arise. The new network will come with six years of licensing for the price of five, saving the district approximately \$17,500. Included in this project is training and certification at Cisco Meraki for district IT Technicians, along with 24/7 support from Cisco Meraki.

One of the factors driving up the cost is that there is significant re-cabling that needs to be done at the high school and Forest Grove Elementary to bring fiber optics up to current industry standards to function with new switches and routers.

Other aspects of the project include virtualization of existing obsolete servers. Our Data Center (Network Core) is housed at Pacific Grove Middle School as part of the network renovation. Work will be done to streamline, and document network design, topology, specifications, and configurations. The new network will also have enhanced built-in security.

**FISCAL IMPACT:**

AMS.net has quoted us \$732,273.12 for this project. Approximately \$155,000.00 from USAC (E-Rate) is currently available to offset these costs in the form of reimbursement. Leaving the district to pay \$577,273.12.

**Option 1:**

The Board can approve fronting the money against future Technology Bond (Measure A) issuances.

**Technology Bond**

	2019-2020	2020-2021	2021-2022
<b>Semester 1:</b>			
Software/Hardware	\$200,000	\$227,000	\$250,000
Network Upgrade	\$100,000	\$100,000	\$100,000
Subtotal:	\$300,000	\$327,000	\$350,000
<b>Semester 2</b>			
Software/Hardware	\$200,000	\$227,000	\$250,000
Network Upgrade	\$100,000	\$100,000	\$100,000
Subtotal:	\$300,000	\$327,000	\$350,000
<b>Total issued per year:</b>	\$600,000	\$654,000	\$700,000

This model allows for a much-needed new network while still supporting students, teachers, and staff with software and hardware needs. Taking \$100,000 per Measure A round (1 round per semester) will give us a total of \$600,000. This leaves \$22,726 for any unforeseen cost associated with this project. Any unused funds are to be absorbed into the regular Measure allotment to support student, teacher, and staff.

**Option 2:**

The Board can approve to use Measure A to pay the necessary amount of money necessary for E-Rate dollars to become available (approximately \$400,000) using the model in option 1 and the remaining will be financed through Cisco Capital as close zero percent interest rate as possible over 5 years. This will allow us to pay off the remaining balance not only with Technology Bond monies, but potentially the Maintenance Bond if it is approved.

Details on financing are not currently available at the time of this packet's publication, but will be made available at March 5<sup>th</sup>, 2020 Board Meeting or as soon as they are made available by Cisco Capital between February 28<sup>th</sup> 2020 – March 5<sup>th</sup>, 2020.

# SPURR JPA Membership, as of June 30, 2019

Ackerman Elementary School District  
 Alameda County Superintendent of Schools  
 Alameda Unified School District  
 Albany Unified School District  
 Alum Rock Union Elementary School District  
 Antelope School District  
 Antioch Unified School District  
 Arcata School District  
 Atwater Elementary School District  
 Bakersfield City School District  
 Ballico-Cressey Elementary School District  
 Beardsley School District  
 Bellevue Union School District  
 Berkeley Unified School District  
 Berryessa Union School District  
 Brawley Union High School District  
 Brentwood Union School District  
 Buckeye Union Elementary School District  
 Burlingame School District  
 Butte County Office of Education  
 Butte-Glenn Community College  
 Burnt Ranch Elementary School District  
 Byron Union School District  
 Calaveras Unified School District  
 Camino Union School District  
 Campbell Union High School District  
 Campbell Union School District  
 Carmel Unified School District  
 Caruthers Unified School District  
 Castro Valley Unified School District  
 Center Unified School District  
 Central Unified School District, Fresno  
 Ceres Unified School District  
 Chabot-Los Positas Community College  
 Chico Unified School District  
 Chicago Park School District  
 Chawanakee Unified School District  
 Chowchilla Union High School District  
 Chualar Union Elementary School District  
 Cinnabar Elementary School District  
 Coalinga-Huron Unified School District  
 Colfax Elementary School District  
 Clayton Valley Charter High School  
 Clovis Unified School District  
 Coarsegold Union School District  
 Contra Costa Community College District  
 Colusa Unified School District  
 Cupertino Union School District  
 Davis Joint Unified School District  
 Delhi School District  
 Del Paso Heights School District  
 Dinuba Unified School District  
 Dixie School District  
 Dixon Unified School District  
 Dos Palos Oro Loma Joint Unified School District  
 Douglas City Elementary School District  
 Dry Creek Joint Elementary School District  
 Dublin Unified School District  
 East Side Union High School District  
 Elk Grove Unified School District  
 Empire Union School District  
 Escalon Unified School District  
 Eureka City Schools  
 Eureka Union School District  
 Evergreen School District  
 Evergreen Union Elementary School District  
 Fairfax School District  
 Fairfield - Suisun Unified School District  
 Farmersville Unified School District  
 Firebaugh-Las Deltas Unified School District  
 Folsom Cordova Unified School District  
 Foothill DeAnza Community College District  
 Fortuna Union High School District  
 Fowler Unified School District  
 Franklin-McKinley School District  
 Fremont Union High School District  
 Fremont Unified School District  
 Fresno Unified School District  
 Gateway Unified School District  
 Gerber Union Elementary School District  
 Gilroy Unified School District  
 Geyserville Unified School District  
 Glendale Unified School District  
 Gold Oak Union School District  
 Golden Feather Union School District  
 Golden Plains Unified School District  
 Gonzales Unified School District  
 Grant Joint Union Elementary School District  
 Grant Union High School District  
 Greenfield Union School District  
 Grossmont-Cuyamaca Community College District  
 Grossmont Union High School District  
 Gustine Unified School District  
 Hanford Elementary School District  
 Happy Camp Elementary School District  
 Hart-Ransom Union School District  
 Hartnell Community College  
 Hesperia Unified School District  
 Hillsborough City School District  
 Horicon Elementary School District  
 Humboldt County Office of Education  
 Hydesville Elementary School District  
 Igo-Ono Platina Union School District  
 Jacoby Creek School District  
 Jefferson Elementary School District  
 John Swett Unified School District  
 Junction Elementary School District  
 Kentfield Elementary School District  
 Kings Canyon Unified School District  
 King City Union School District  
 Klamath-Trinity Joint Unified School District  
 Kneeland School District  
 La Honda-Pescadero Unified School District  
 Lake Tahoe Unified School District  
 Larkspur Elementary School District  
 Laytonville Unified School District  
 Le Grand Union Elementary School District  
 Lemoore Union High School District  
 Liberty Union High School District  
 Lincoln Unified School District  
 Linden Unified School District  
 Live Oak Elementary School District  
 Livermore Valley Joint Unified School District  
 Lodi Unified School District  
 Loleta Union School District  
 Loomis Union School District  
 Los Banos Unified School District  
 Los Gatos Union Elementary School District  
 Los Gatos-Saratoga Joint Union High School District  
 Los Molinos Unified School District  
 Madera County Office of Education  
 Madera Unified School District  
 Manteca Unified School District  
 Maple Creek Elementary School District  
 Marin Community College District  
 Marin County Office of Education  
 Mariposa County Unified School District  
 Maxwell Unified School District  
 McKinleyville Union School District  
 Mendota Unified School District  
 Merced County Office of Education  
 Metropolitan Education District  
 Millbrae School District  
 Milpitas Unified School District  
 Mill Valley School District  
 Mendocino Lake Community College

# SPURR JPA Membership, as of June 30, 2019

Merced City School District	San Jose Unified School District
Merced County Superintendent of Schools	San Juan Unified School District
Merced Union High School District	San Leandro Unified School District
Modesto City Schools	San Lorenzo Valley Unified School District
Montague Elementary School District	San Lucas Union School District
Monterey Peninsula Unified School District	San Mateo County Community College District
Morgan Hill Unified School District	San Mateo Union High School District
Mt. Diablo Unified School District	San Mateo-Foster City School District
Mt. Pleasant Elementary	San Rafael City -Elementary & High School District
Napa Valley Unified School District	San Ramon Valley Unified School District
Natomas Unified School District	Sanger Unified School District
Nevada County Office of Education	Santa Barbara School District
Nevada Joint Union High School District	Santa Clara County Office of Education
New Haven Unified School District	Santa Clara Unified School District
Newark Unified School District	Santa Cruz City Schools
Nicasio Elementary School District	Santa Cruz County Office of Education
North Monterey County Unified School District	Santa Rita Union School District
Northern Humboldt Union High School District	Santee School District
Novato Unified School District	Scotts Valley Unified School District
Oakdale Joint Unified School District	Sebastopol Union Elementary School Distr
Oak Grove School District	Sierra Academy of Expeditionary Learning
Oak Grove Union School District	Sierra Sands Unified School District
Oakland Unified School District	Selma Unified School District
Oakley Union Elementary School District	Shasta County Office of Education
Ocean View School District (Oxnard)	Shasta Union High School District
Ohlone Community College District	Shoreline Unified School District
Ontario Montclair School District	Solano County Office of Education
Oroville City Elementary School District	Soledad Union Elementary School District
Oroville Union High School District	Sonoma County Junior College District
Outside Creek School District	Sonoma Valley Unified School District
Pacific Grove Unified School District	South Bay Elementary School District
Pajaro Valley Unified School District	South Whittier School District
Parlier Unified School District	Southern Humboldt Joint Unified School District
Paso Robles Joint Unified School District	St. Helena Unified School District
Patterson Joint Unified School District	Standard School District
Peninsula Union Elementary School District	Stanislaus Union School District
Peralta Community College	State Center Community College
Petaluma City - Elem & Joint Union School District	Stockton Unified School District
Pittsburg Unified School District	Surprise Valley Joint Unified School District
Placer County Office of Education	Sylvan Union School District
Placer Union High School District	Tahoe -Truckee Unified School District
Plainsburg Union Elementary School District	Tamalpais Union High School District
Planada Elementary School District	Torrance Unified School District
Pleasant Valley School District, Penn Valley	Tracy Unified High School District
Pleasanton Unified School District	Travis Unified School District
Point Arena Joint Union High School	Trinidad School District
Pollock Pines School District	Twin Rivers Unified School District
Red Bluff Joint Union High School District	Tulelake Basin Joint Unified School District
Redwood City School District	Turlock Union High School District
Redwoods Community College District	Ukiah Unified School District
Reed Union School District	Union School District
Reef-Sunset Unified School District	Upper Lake Union High School District
Rescue Union Elementary School District	Vallejo Unified School District
Ripon Unified School District	Vacaville Unified School District
River Delta Unified School District	Washington Colony School District
Riverbank School District	Washington Unified School District
Robla Elementary School District	Waterford Elementary School District
Rocklin Academy	Weed Union Elementary School
Rocklin Unified School District	West Contra Costa Unified School District
Rohnerville School District	West Fresno Elementary School District
Rosedale Union School District	West Valley/Mission College
Roseland School District	Western Placer Unified School District
Roseville City School District	Wheatland School District
Roseville Joint Union High School District	Whitmore Union Elementary School District
Ross School District	Williams Unified School District
Sacramento City Unified School District	Willits Unified School District
Salinas City Elementary School District	Windsor Unified School District
Salinas Union High School District	Winton Elementary School District
San Antonio Union School District	Wright Elementary School District
San Ardo Union Elementary School District	Woodland Unified School District
San Bruno Park School District	Yolo County Office of Education
San Diego County Superintendent of Schools	Yosemite Unified School District
San Francisco Unified School District	

## JOINT POWERS AGREEMENT AMONG

Those Public Educational Agencies signatory to this Agreement for the purpose of establishing, operating, and maintaining the School Project for Utility Rate Reduction (SPURR).

This Agreement is entered into pursuant to the provisions of Sections 6500 et seq (Joint Powers Agreement) of the California Government Code for the benefit of the K-12 School Districts and/or County Superintendents of Schools signatory hereto (and also those which may hereafter become signatory hereto), for the purpose of operating a program to be known and designated as the School Project for Utility Rate Reduction hereinafter designated as SPURR; and

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is a need by Public Educational Agencies to seek utility rate reduction, particularly for electricity and natural gas; and

WHEREAS, Section 6502 of the Government Code of the State of California authorizes joint exercises by two or more public agencies of any power common to them;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATIONAL AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

1. **CREATION OF THE SCHOOL PROJECT FOR UTILITY RATE REDUCTION (SPURR)** - Pursuant to Title I, Division 7, Chapter 5 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the School Project for Utility Rate Reduction, hereinafter designated as SPURR.

SPURR shall have the powers common to the participating districts and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities or obligations to any party to this Agreement; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided in the law, and except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon districts in the exercise of similar powers.

2. **PURPOSE** - The purpose of SPURR shall be to seek on behalf of the members of the reduction of utility rates, especially for electricity and natural gas in the Pacific Gas and Electric (PG&E) and the Sacramento Municipal Utility District (SMUD) service areas.

3. **MEMBERSHIP** - Each party to this Agreement must be eligible for membership in SPURR as defined in the Bylaws, and becomes a member on the effective date of this Agreement, and is entitled to the rights and privileges, and is subject to the obligations of membership, all as are provided in this Agreement. Public Educational Agencies desiring membership after initial operation has begun shall apply under the provisions of the Bylaws.

4. EFFECTIVE DATE - This Agreement shall become effective on September 1, 1989.

5. TREASURER - This Agreement pursuant to Government Code Section 6505.6 herewith establishes the Office of Treasurer. The initial Treasurer shall be the Assistant Superintendent, Business Services, of the Alameda County Superintendent of Schools. The Treasurer thereafter shall be elected annually by the Board of Directors.

6. TREASURER'S FEES - The annual payment to the Treasurer for the cost of accounting for SPURR funds, payment of employee salaries and benefits, payment of such other obligations as may occur and the production of monthly financial reports shall be three (3) percent of SPURR income received for the fiscal year. In addition, SPURR shall reimburse the Treasurer for all actual expenses incurred for additional services performed by the Treasurer at the direction of SPURR.

7. GOVERNANCE - SPURR shall be governed by a Board of Directors selected according to the provisions of the Bylaws.

8. BYLAWS - SPURR shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as "Exhibit A," and by this reference made a part of this Agreement as if fully set forth herein. Wherever in this Agreement the Bylaws are referred to, said Bylaws shall be those set forth in Exhibit A and as they may be amended hereafter. Each party to this Agreement approves said Bylaws and agrees to comply with and be bound by their provisions, and further agrees that SPURR shall be operated pursuant to this Agreement and said Bylaws.

9. **AFFIRMATIVE ACTION POLICY STATEMENT** - It shall be the permanent and voluntary policy of this Joint Power Board of SPURR to practice fair and impartial employment, recognizing applicants and employees on the basis of personal and professional merit, thereby reaffirming the dignity of individuals without regard to race, color, creed, national origin, ancestry, age, sex, or physical handicap in every aspect of personal policies, practices, and treatment of personnel.

10. **ADDITIONAL PARTIES** - Additional parties may be added to this Agreement by written amendment between the additional Party and SPURR.

11. **TERMINATION** - Any Party may terminate its participation in this Agreement by providing written notice to the other Parties not less than 90 days prior to September 1 of any year after the initial year. Termination shall be effective on September 1 following the delivery of notice to all parties, no return of funds already paid to SPURR shall be made by SPURR when a member district withdraws from this J.P.A.

12. **RECORDS** - The Treasurer shall maintain records separately identifying the expenses incurred in the performance of the duties described herein. The Managing Director shall maintain records of the Minutes of the Board of Directors Meetings and such other official records of the JPA as required by law.

13. **MEMBERSHIP** - Membership shall be established for each member district which contributes to the SPURR account managed by the Alameda Superintendent an amount for each regular and special education ADA as reported in the annual CBEDS report.

14. TERM, DISSOLUTION AND SEVERABILITY OF JOINT POWERS AGREEMENT -

- A. Term and Extension. This Joint Powers Agreement shall commence September 1, 1989 and thereafter be extended from year to year. The majority of the members of this Joint Powers Agreement may terminate this Joint Powers Agreement at any time provided all parties dealing with SPURR and all SPURR members have been notified at least 30 days in advance.
- B. Dissolution. In the event this Joint Powers Agreement is terminated by districts as herein allowed, the Treasurer, after all debts have been paid and properly disposed of shall distribute to each school district which was a party thereto on the effective date of dissolution, the balance of the SPURR assets on a pro rata basis according to the extend of each school district's contribution of funds hereunder since the creation of SPURR.
- C. Severability. Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

15. ASSIGNS - No party to this Joint Powers Agreement may sublet, assign, or transfer any interest in this Joint Powers Agreement without written consent of all of the parties thereto.

The parties hereto have caused this Joint Powers Agreement to be signed in their behalf by their duly authorized representatives on this 15th day of March, 1990 by the following signatory K-12 School Districts and/or County Superintendents of Schools.

Pacific Grove Unified School District

District Name

Michael Ottmar

Typed Name

*Mike Ottmar*

3/19/90

Signature

Date

Business Manager

Title

## JOINT POWER AGENCY - COALITION TO LOWER UTILITY COSTS

RESOLUTION #473

WHEREAS, Pacific Grove Unified School District with other Joint Powers Agencies and individual districts in the State of California have been studying solutions to the high cost of natural gas and electricity; and

WHEREAS, these entities have determined there is a need to form a coalition of K-12 public school districts to be active in utility rate case proceedings and to secure less expensive alternative sources of natural gas and electricity for school use; and

WHEREAS, the Alameda County Superintendent of Schools has agreed to act as the Treasurer and responsible Fiscal Agent for the JPA; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the State of California authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, California law authorizes School Districts and Joint Powers Agencies to establish a coalition to lower the cost of natural gas and electricity.


NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pacific Grove Unified School District hereby declares its membership in SPURR (School Project for Utility Rate Reduction) and instructs its duly authorized agent to execute on behalf of the JPA, the attached Joint Powers Agreement.

ADOPTED by the following called vote this 15th day of March, 1990

AYES: 5

NOES: 0

ABSENT: 0

  
Signature Richard J. Rigg  
Title Secretary, Board of Education

March 15, 1990  
Pacific Grove Unified School District

Page 13 B  
Action



# Technology Solution Proposal



## Executive Summary

### Introduction

The AMS.NET team is pleased to have the opportunity to present the following proposal to Pacific Grove Unified School District. Our proposal details the products, technologies, and services offered by our organization. The solutions proposed are based on our discussions with Pacific Grove Unified School District and our extensive experience delivering business outcomes to similar organizations for more than 25 years. Our industry expertise, technology vision and people enable us to deliver a unique customer experience and successful implementation.

AMS.NET, Inc. is able to provide a full line of products, services and support for the following technologies:

- Collaboration/Video
- Paging/Messaging
- Wireless/Mobility
- Network Infrastructure/Storage
- Data Center/Virtualization
- Network Security/Content Security/Cyber Threat
- Physical Security/Video Surveillance
- Structured Wiring
- Maintenance/Managed Services

Please refer to our customer price quote that is included in this proposal for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

## Project Cost Summary – Pacific Grove Unified School District

### Project Information

Pacific Grove Unified School District District  
 Wide- E-Rate 23 - SPURR- Switching - Wireless -  
 90637  
 Project # 90637  
 February 18, 2020

### Account Manager

Drew Ekizian  
 dekizian@ams.net  
 (559) 547-2866

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00041953	Pacific Grove HS Fiber Backbone Cabling	\$61,385.59	\$1,028.92	\$62,414.51
Q-00042046	Forest Grove ES Fiber Backbone Cabling	\$31,293.37	\$557.82	\$31,851.19
Q-00042047	Forest Grove ES - IDF Enclosure Swap	\$8,841.13	\$291.46	\$9,132.59
Q-00042263	PGHS - E-Rate 23 - SPURR - Wireless	\$85,563.20	\$4,808.86	\$90,372.06
Q-00042264	Middle School - E-Rate 23 - SPURR - Wireless	\$17,318.88	\$988.56	\$18,307.44
Q-00042265	District Office - E-Rate 23 - SPURR - Wireless	\$6,003.36	\$334.71	\$6,338.07
Q-00042266	Robert Down Elem. - E-Rate 23 - SPURR - Wireless	\$20,011.20	\$1,115.73	\$21,126.93
Q-00042267	Adult School - E-Rate 23 - SPURR - Wireless	\$20,011.20	\$1,115.73	\$21,126.93
Q-00042268	Forest Grove - E-Rate 23 - SPURR - Wireless	\$20,011.20	\$1,115.73	\$21,126.93
Q-00042545	PGHS - E-Rate 23 - SPURR - Switching - V2	\$154,856.56	\$10,561.45	\$165,418.01
Q-00042553	Middle School - E-Rate 23 - SPURR - Switching - V2	\$106,057.38	\$7,335.38	\$113,392.76
Q-00042556	DO/Yard Office - E-Rate 23 - SPURR - Switching - V2	\$28,176.80	\$1,956.17	\$30,132.97
Q-00042557	Robert Down Elem - E-Rate 23 - SPURR - Switching - V2	\$60,314.36	\$4,064.56	\$64,378.92



Q-00042558	Forest Grove - E-Rate 23 - SPURR - Switching - V2	\$44,930.94	\$2,996.41	\$47,927.35
Q-00042559	Adult School - E-Rate 23 - SPURR - Switching - V2	\$27,440.78	\$1,785.68	\$29,226.46

## Project Summary

Project Total	\$692,215.95
Estimated Total Taxes	\$40,057.17
<b>Grand Total</b>	<b>\$732,273.12</b>

Vendor: AMS.NET  
 Address: 502 Commerce Way, Livermore, CA 94551  
 Phone: 925-245-6100  
 SPIN: 143005880

## Customer Quotations

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave Pacific Grove, CA 93950-4900  
 ATTN:

<b>Project Name</b>	Pacific Grove Unified School District District Wide- E-Rate 23 - SPURR- Switching - Wireless - 90637
<b>Project #</b>	90637
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Ken Falconitin
<b>IAM Phone</b>	(925) 245-6119
<b>IAM Email</b>	kfalconitin@ams.net

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00041953, Pacific Grove HS Fiber Backbone Cabling					
1	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	2000.00	\$0.58	\$1,160.00
2	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	4000.00	\$0.58	\$2,320.00
3	<b>TZES221</b> 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$18.41	\$18.41
4	<b>TZES251</b> 1 BLACK WHITE INDUSTRIAL TAPE	Brother International	2.00	\$27.33	\$54.66
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	12.00	\$11.43	\$137.16
6	<b>10050</b> 1/4 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$37.67	\$37.67
7	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	12.00	\$28.57	\$342.84
8	<b>16121</b> 3/8 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$90.95	\$90.95
9	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico Cabling Cabling	Erico	60.00	\$2.92	\$175.20
10	<b>CATHP4Z34</b> Caddy J Hook Rod Hanger 1/4" Erico Cabling Cabling	Erico	40.00	\$1.03	\$41.20

11	<b>CATHPAN</b> ANGLEBRACKETCABLE 3/16INCH HOLE	Erico	20.00	\$0.97	\$19.40
12	<b>JETLINE</b> 6500' PULL STRING	Jetline	2.00	\$40.04	\$80.08
13	<b>31388</b> CLEARGLIDE 1QT SQZ	IDEAL	1.00	\$12.96	\$12.96
14	<b>489001FR</b> PLYFBR STORAGE RING IP	Leviton Manufacturing Company, Inc.	12.00	\$29.97	\$359.64
15	<b>48900FR</b> PLY FBR STORAGE RING DP	Leviton Manufacturing Company, Inc.	1.00	\$90.09	\$90.09
16	<b>5R4UMF12</b> ENCL 4RU 1000I 12PLTS	Leviton Manufacturing Company, Inc.	1.00	\$319.44	\$319.44
17	<b>5F100PLT</b> PLT COMP BLANK BLK	Leviton Manufacturing Company, Inc.	24.00	\$5.25	\$126.00
18	<b>5R1UL-F03</b> Leviton 24-Port Fiber Patch Panel OPTI X unloaded	Leviton Manufacturing Company, Inc.	12.00	\$98.00	\$1,176.00
19	<b>5F1002LL</b> PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	24.00	\$71.00	\$1,704.00
20	<b>UPPLC-KIT</b> LEVITON 12XPIGTAIL 9U LC SM 3M	Leviton Manufacturing Company, Inc.	24.00	\$98.00	\$2,352.00
21	<b>FSSSD-060</b> Fusion Splice Sleeve, 60 mm	Leviton Manufacturing Company, Inc.	310.00	\$0.40	\$124.00
22	<b>5T000-T</b> Splice Tray, Type Splice Tray, Heat Shrink	Leviton Manufacturing Company, Inc.	24.00	\$31.00	\$744.00
23	<b>PST-FO</b> CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Panduit	20.00	\$11.50	\$230.00
24	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$37.00	\$37.00
25	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage Pacific Grove HS will get 12 strand Singlemode Loose tube Fiber from MDF to 12 IDF's. All fiber will be tested and Labeled with a Leviton Warranty. All fiber will be pulled thru existing conduit. IF CONDUIT IS BROKEN OR UNUSABLE EXTRA COST MAYBE NEEDED.	AMS.NET	288.00	\$125.00	\$36,000.00
26	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage Fiber Termination (Per Termination) Install LC Connectors on each fiber cable. Terminate all 12 strands 288 from 12 IDF's IDF K BLDG, IDF RMO2, IDF N BLDG woodshop, IDF I BLDG I2, IDF D BLDG D3, IDF C BLDG C4, IDF B BLDG B5, IDF F BLDG F1, IDF A BLDG faculty, IDF E BLDG E4, IDF MPR band room, IDF GYM BLDG locker room office.	AMS.NET	98.00	\$125.00	\$12,250.00

27	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	9.00	\$150.00	\$1,350.00
28	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$32.89	\$32.89
				Subtotal:	\$61,385.59
				Estimated Tax:	\$1,028.92
				Quote Total:	\$62,414.51

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Quote # Q-00042046, Forest Grove ES Fiber Backbone Cabling</b>					
1	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	2000.00	\$0.58	\$1,160.00
2	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	1000.00	\$0.58	\$580.00
3	<b>TZES221</b> 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$18.41	\$18.41
4	<b>TZES251</b> 1 BLACK WHITE INDUSTRIAL TAPE	Brother International	2.00	\$27.33	\$54.66
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	6.00	\$11.43	\$68.58
6	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	6.00	\$28.57	\$171.42
7	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico	Erico	30.00	\$2.92	\$87.60
8	<b>CATHP4Z34</b> Caddy J Hook Rod Hanger 1/4" Erico	Erico	30.00	\$1.03	\$30.90
9	<b>CATHPAN</b> ANGLEBRACKETCABLE 3/16INCH HOLE	Erico	20.00	\$0.97	\$19.40
10	<b>JETLINE</b> 6500' PULL STRING	Jetline	2.00	\$40.04	\$80.08
11	<b>489001FR</b> PLYFBR STORAGE RING IP	Leviton Manufacturing Company, Inc.	6.00	\$29.97	\$179.82
12	<b>48900FR</b> PLY FBR STORAGE RING DP	Leviton Manufacturing Company, Inc.	1.00	\$90.09	\$90.09
13	<b>5R4UMF12</b> ENCL 4RU 1000I 12PLTS	Leviton Manufacturing Company, Inc.	1.00	\$319.00	\$319.00
14	<b>5F100PLT</b> PLT COMP BLANK BLK	Leviton Manufacturing Company, Inc.	18.00	\$5.25	\$94.50

15	<b>5R1UL-F03</b> Leviton 24-Port Fiber Patch Panel OPTI X unloaded	Leviton Manufacturing Company, Inc.	6.00	\$98.00	\$588.00
16	<b>5F1002LL</b> PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	12.00	\$71.00	\$852.00
17	<b>UPPLC-KIT</b> LEVITON 12XPIGTAIL 9U LC SM 3M	Leviton Manufacturing Company, Inc.	12.00	\$98.00	\$1,176.00
18	<b>FSSSD-060</b> Fusion Splice Sleeve, 60 mm Leviton	Leviton Manufacturing Company, Inc.	144.00	\$0.40	\$57.60
19	<b>5T000-T</b> Splice Tray, Type Splice Tray, Heat Shrink	Leviton Manufacturing Company, Inc.	12.00	\$31.00	\$372.00
20	<b>PST-FO</b> CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Panduit	12.00	\$11.50	\$138.00
21	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$37.00	\$37.00
22	<b>31388</b> CLEARGLIDE 1QT SQZ	IDEAL	8.00	\$12.96	\$103.68
23	<b>16121</b> 3/8 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$90.95	\$90.95
24	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage Forest Grove ES will get 12 strand Singlemode Loose tube Fiber from MDF to 6 IDF's. All fiber will be tested and Labeled with a Leviton Warranty. All fiber will be pulled thru existing conduit. IF CONDUIT IS BROKEN OR UNSUSABLE EXTRA COST MAYBE NEEDED.	AMS.NET	144.00	\$125.00	\$18,000.00
25	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage Fiber Termination (Per Termination) Install LC Connectors on each fiber cable. Terminate all 12 strands 288144 from 6 IDF's IDF G, IDF B, IDF D, IDF E, IDF K6, IDF K2	AMS.NET	48.00	\$125.00	\$6,000.00
26	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	6.00	\$150.00	\$900.00
27	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$23.68	\$23.68
				Subtotal:	\$31,293.37
				Estimated Tax:	\$ 557.82
				Quote Total:	\$31,851.19

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042047, Forest Grove ES - IDF Enclosure Swap					
1	<b>EWMWG482425-T1964</b> CABINET WINDOW DOOR W/GLAND PLATE 12RU 48x24x30 BLK	Hoffman	1.00	\$872.00	\$872.00

2	<b>3/4" 4X8</b> 3/4" 4X8 AC-grade Plywood BackBoard Home Depot cabling Cabling	Home Depot	1.00	\$45.71	\$45.71
2	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$39.97	\$39.97
4	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	1.00	\$50.00	\$50.00
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	1.00	\$42.86	\$42.86
6	<b>49255-H24</b> Leviton 24 Port CAT 5 Snap In Patch Panel	Leviton Manufacturing Company, Inc.	3.00	\$41.43	\$124.29
7	<b>61UJK-RL6</b> Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, blue	Leviton Manufacturing Company, Inc.	50.00	\$9.62	\$481.00
9	<b>3/4" 4X8</b> 3/4" 4X8 AC-grade Plywood BackBoard Home Depot cabling Cabling	Home Depot	1.00	\$45.71	\$45.71
9	<b>A1200HS 10EG</b> Deep Strut (10')	Graybar	1.00	\$27.17	\$27.17
10	<b>EWMWG242425-R5614</b> CABINET WINDOW DOOR W/GLAND PLATE 12RU 24x24x30 BLK	Hoffman	1.00	\$736.45	\$736.45
11	<b>GB110BK200</b> 100 BLK W/LEGS - 200 PR	Allen Tel Products, Inc.	1.00	\$38.94	\$38.94
12	<b>GB110C4</b> 4 PR CONN 10PAK	Allen Tel Products, Inc.	5.00	\$10.76	\$53.80
13	<b>700 2 EG</b> Power Strut Strap 2" EMT	Graybar	4.00	\$2.49	\$9.96
14	<b>10032455</b> Berk-tek Cat.6 PVC Blue	Berk-Tek	2.00	\$240.00	\$480.00
15	<b>2-EMT</b> EMT 2" Conduit - 10'	Graybar	1.00	\$31.49	\$31.49
16	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico Cabling Cabling	Erico	10.00	\$2.93	\$29.30
17	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	2.00	\$100.00	\$200.00
18	<b>TC716A</b> SG TC716A 2IN CONN COMP.EMT STL INS	Thomas & Betts	4.00	\$5.62	\$22.48
19	<b>AMS-CI-CT-PW</b> Forest Grove ES MDF Enclosure install : AMS.NET will install (1) 4' enclosure in place of the existing open rack located in the admin storage area, the existing cabinetry will need to be removed in order to install new enclosure and components. EXCLUSIONS: electrical, painting, disposal of removed cabinets.	AMS.NET	16.00	\$125.00	\$2,000.00

20	<b>AMS-CI-CT-PW</b> Forest Grove ES IDF G Enclosure Install: AMS.NET will install (1) 2' Enclosure in the speech room below the attic space where the existing IDF is currently functioning, installation includes new enclosure extending the existing cabling via a consolidation point installed in the attic area, conduit chases to be installed for cable pathway. EXCLUSIONS: Electrical, AMS.NET is not responsible for the performance of existing cabling.	AMS.NET	24.00	\$125.00	\$3,000.00
21	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	3.00	\$170.00	\$510.00
22	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$8,841.13
				Estimated Tax:	\$ 291.46
				Quote Total:	\$9,132.59

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042263, PGHS - E-Rate 23 - SPURR - Wireless					
1	<b>MR74-HW</b> Meraki MR74 Outdoor - Cloud Managed AP	Meraki, Inc.	5.00	\$615.56	\$3,077.80
2	<b>MA-ANT-20</b> Meraki Dual-band Omni Antennas	Cisco Systems Inc.	10.00	\$87.56	\$875.60
3	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	80.00	\$637.56	\$51,004.80
4	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	85.00	\$198.00	\$16,830.00
5	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	85.00	\$115.00	\$9,775.00
6	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	80.00	\$50.00	\$4,000.00
7	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$85,563.20
				Estimated Tax:	\$4,808.86
				Quote Total:	\$90,372.06

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042264, Middle School - E-Rate 23 - SPURR - Wireless					

1	<b>MR74-HW</b> Meraki MR74 Outdoor - Cloud Managed AP	Meraki, Inc.	3.00	\$615.56	\$1,846.68
2	<b>MA-ANT-20</b> Meraki Dual-band Omni Antennas	Cisco Systems Inc.	6.00	\$87.56	\$525.36
3	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	14.00	\$637.56	\$8,925.84
4	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	17.00	\$198.00	\$3,366.00
5	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	17.00	\$115.00	\$1,955.00
6	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	14.00	\$50.00	\$700.00
7	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$17,318.88
				Estimated Tax:	\$ 988.56
				Quote Total:	\$18,307.44

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042265, District Office - E-Rate 23 - SPURR - Wireless					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	6.00	\$637.56	\$3,825.36
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	6.00	\$198.00	\$1,188.00
3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	6.00	\$115.00	\$690.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	6.00	\$50.00	\$300.00
5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$6,003.36
				Estimated Tax:	\$ 334.71
				Quote Total:	\$6,338.07

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042266, Robert Down Elem. - E-Rate 23 - SPURR - Wireless					

1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	20.00	\$637.56	\$12,751.20
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	20.00	\$198.00	\$3,960.00
3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	20.00	\$115.00	\$2,300.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	20.00	\$50.00	\$1,000.00
5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$20,011.20
				Estimated Tax:	\$1,115.73
				Quote Total:	\$21,126.93

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Quote # Q-00042267, Adult School - E-Rate 23 - SPURR - Wireless</b>					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	20.00	\$637.56	\$12,751.20
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	20.00	\$198.00	\$3,960.00
3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	20.00	\$115.00	\$2,300.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	20.00	\$50.00	\$1,000.00
5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$20,011.20
				Estimated Tax:	\$1,115.73
				Quote Total:	\$21,126.93

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Quote # Q-00042268, Forest Grove - E-Rate 23 - SPURR - Wireless</b>					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	20.00	\$637.56	\$12,751.20
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	20.00	\$198.00	\$3,960.00

3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	20.00	\$115.00	\$2,300.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	20.00	\$50.00	\$1,000.00
5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$20,011.20
				Estimated Tax:	\$1,115.73
				Quote Total:	\$21,126.93

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042545, PGHS - E-Rate 23 - SPURR - Switching - V2					
1	<b>MS425-32-HW</b> Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	Meraki, Inc.	1.00	\$9,680.00	\$9,680.00
2	<b>LIC-MS425-32-5YR</b> Meraki MS425-32 Enterprise License 5YR	Meraki, Inc.	1.00	\$1,707.20	\$1,707.20
3	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	2.00	\$4,421.30	\$8,842.60
4	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	2.00	\$780.90	\$1,561.80
5	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	1.00	\$2,848.10	\$2,848.10
6	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	1.00	\$513.00	\$513.00
7	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	14.00	\$5,695.80	\$79,741.20
8	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	14.00	\$1,326.60	\$18,572.40
9	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	14.00	\$572.00	\$8,008.00
10	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	2.00	\$48.40	\$96.80
11	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	28.00	\$298.50	\$8,358.00
12	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00

13	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	29.00	\$14.74	\$427.46
14	<b>AMS-NI-LAN-MERAKI-CORE-STACKABLE</b> Labor: Meraki Core Switch Installation - Stackable	AMS.NET	1.00	\$1,600.00	\$1,600.00
15	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	17.00	\$500.00	\$8,500.00
16	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00
17	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$154,856.56
				Estimated Tax:	\$10,561.45
				Quote Total:	\$165,418.01

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042553, Middle School - E-Rate 23 - SPURR - Switching - V2					
1	<b>MS425-32-HW</b> Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	Meraki, Inc.	1.00	\$9,680.00	\$9,680.00
2	<b>LIC-MS425-32-5YR</b> Meraki MS425-32 Enterprise License 5YR	Meraki, Inc.	1.00	\$1,707.20	\$1,707.20
3	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	6.00	\$4,421.30	\$26,527.80
4	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	6.00	\$780.90	\$4,685.40
5	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	4.00	\$2,848.10	\$11,392.40
6	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	4.00	\$513.00	\$2,052.00
7	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	3.00	\$5,695.80	\$17,087.40
8	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	3.00	\$1,326.60	\$3,979.80
9	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	3.00	\$572.00	\$1,716.00
10	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	2.00	\$48.40	\$96.80
11	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	12.00	\$298.50	\$3,582.00

12	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	5.00	\$2,700.00	\$13,500.00
13	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	17.00	\$14.74	\$250.58
14	<b>AMS-NI-LAN-MERAKI-CORE-STACKABLE</b> Labor: Meraki Core Switch Installation - Stackable	AMS.NET	1.00	\$1,600.00	\$1,600.00
15	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	13.00	\$500.00	\$6,500.00
16	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00
17	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$106,057.38
				Estimated Tax:	\$7,335.38
				Quote Total:	\$113,392.76

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042556, DO/Yard Office - E-Rate 23 - SPURR - Switching - V2					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	1.00	\$4,421.30	\$4,421.30
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	1.00	\$780.90	\$780.90
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	1.00	\$2,848.10	\$2,848.10
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	1.00	\$513.00	\$513.00
5	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	1.00	\$5,695.80	\$5,695.80
6	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	1.00	\$1,326.60	\$1,326.60
7	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	1.00	\$572.00	\$572.00
8	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	1.00	\$48.40	\$48.40
9	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	2.00	\$298.50	\$597.00
10	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	3.00	\$2,700.00	\$8,100.00

11	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	5.00	\$14.74	\$73.70
12	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	3.00	\$500.00	\$1,500.00
13	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00
14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$28,176.80
				Estimated Tax:	\$1,956.17
				Quote Total:	\$30,132.97

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Quote # Q-00042557, Robert Down Elem - E-Rate 23 - SPURR - Switching - V2</b>					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	3.00	\$4,421.30	\$13,263.90
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	3.00	\$780.90	\$2,342.70
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	1.00	\$2,848.10	\$2,848.10
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	1.00	\$513.00	\$513.00
5	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	4.00	\$5,695.80	\$22,783.20
6	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	4.00	\$1,326.60	\$5,306.40
7	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	4.00	\$572.00	\$2,288.00
8	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	1.00	\$48.40	\$48.40
9	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	8.00	\$298.50	\$2,388.00
10	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00
11	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	9.00	\$14.74	\$132.66
12	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	8.00	\$500.00	\$4,000.00

13	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00
14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$60,314.36
				Estimated Tax:	\$4,064.56
				Quote Total:	\$64,378.92

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042558, Forest Grove - E-Rate 23 - SPURR - Switching - V2					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	1.00	\$4,421.30	\$4,421.30
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	1.00	\$780.90	\$780.90
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	4.00	\$2,848.10	\$11,392.40
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	4.00	\$513.00	\$2,052.00
5	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	2.00	\$5,695.80	\$11,391.60
6	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	2.00	\$1,326.60	\$2,653.20
7	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	2.00	\$572.00	\$1,144.00
8	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	1.00	\$48.40	\$48.40
9	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	10.00	\$298.50	\$2,985.00
10	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00
11	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	11.00	\$14.74	\$162.14
12	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	7.00	\$500.00	\$3,500.00
13	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00
14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00

Subtotal:	\$44,930.94
Estimated Tax:	\$2,996.41
Quote Total:	\$47,927.35

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00042559, Adult School - E-Rate 23 - SPURR - Switching - V2					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	1.00	\$4,421.30	\$4,421.30
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	1.00	\$780.90	\$780.90
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	4.00	\$2,848.10	\$11,392.40
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	4.00	\$513.00	\$2,052.00
5	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	6.00	\$298.50	\$1,791.00
6	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00
7	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	7.00	\$14.74	\$103.18
8	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	5.00	\$500.00	\$2,500.00
9	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00
10	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00

Subtotal:	\$27,440.78
Estimated Tax:	\$1,785.68
Quote Total:	\$29,226.46

## Order Summary

Project Total	\$692,215.95
Estimated Total Taxes	\$40,057.17
<b>Grand Total</b>	<b>\$732,273.12</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collections costs and attorney fees for late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/).
8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.  
  
Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.
11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



ACTION/DISCUSSION A  
**AMS.NET, Inc.**  
502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
[www.ams.net](http://www.ams.net)

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## About AMS.NET

### About Us

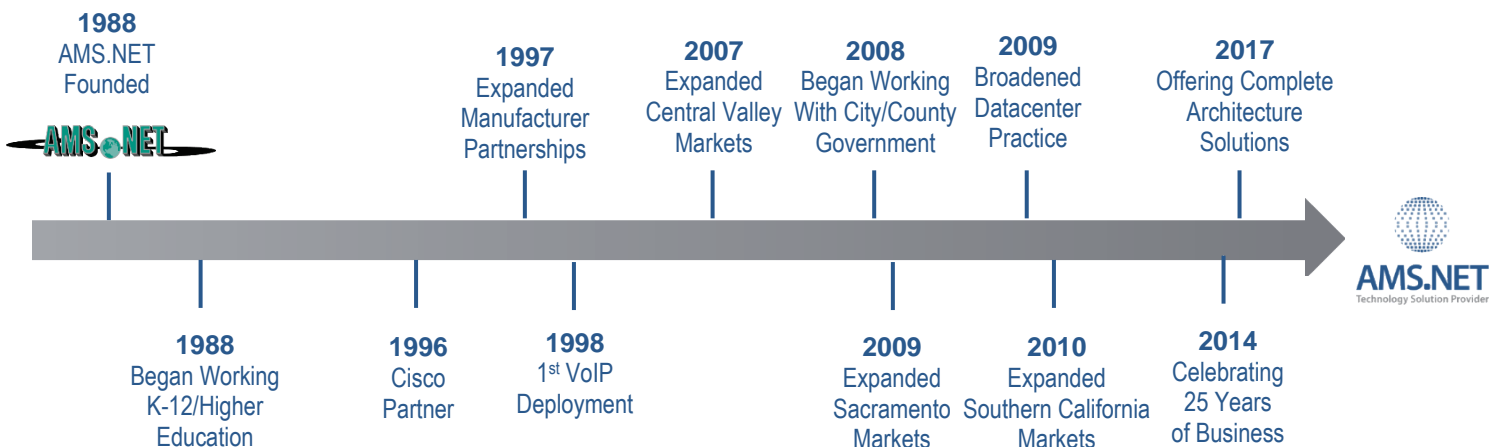
AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 30 years. The company was established more than two decades ago to provide technical support to local school districts in California. Today, AMS.NET provides education, local government and businesses a comprehensive technology solution including design, implementation and support services.

With a consultative approach, consideration is taken to understanding technology requirements, existing equipment, industry, growth plan and budget. Leveraging proven and emerging technologies through leading manufacturers, AMS.NET's certified engineers architect a solution that supports your initiatives and allows for future growth.

Prior to implementation, we can provide complete structured wiring services and post deployment, a host of managed services and maintenance plans to ensure your network and equipment are running at optimum performance.

Many financing options are available. With experience in the public sector around procurement vehicles, E-rate expertise and leasing options, we can make recommendations specific to your industry and technology solution.

Our extensive reference list is a tribute to our ability to successfully design, manage and implement technology solutions that support your initiatives. With more than 30 years of successfully providing technology solutions, you can be assured that we have the capability, experience and stability to be your trusted partner. And we'll be here for future needs!



Celebrating More Than **30** Years

## Unique Customer Experience

AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 30 years. Our industry expertise, technology vision and people create a unique customer experience.

- Close customer engagement in the presales process with design, site walk, white boarding session and more
- Proven installation process including project management, skilled and experienced engineers and post installation support
- Established, trusted and proven with more than 25 years' experience, extensive reference list and specialization in your vertical
- Elite partnerships with leading manufacturer partners to obtain and provide exceptional pricing for your solutions
- Multivendor expertise with certifications and technical knowledge to support your entire technology landscape
- Long term technology partner with a consultative approach regardless of the organization size or project scope.



**TURNKEY IMPLEMENTATION**

## Our Approach

With a focus on delivering business outcomes, we have a four-pronged pre-sales approach to keeping your business goals top of mind.

1. First is determining the business drivers for your organization. Are you needing to meet government mandates? Are you looking to add new programs such as BYOD or video instruction? Has there been a security breach or another event that is being addressed? A clear insight to your business drivers sets the road map for your technology solution.
2. Identifying considerations or possible concerns at the start of a project allows for planning to minimize the effects and costs of those possible barriers. Cabling, infrastructure, IT resources and budget constraints should all be identified.
3. During the planning process, specific deadlines, funding schedules, internal resources and other projects need to be considered.
4. Following the technology implementation support may be necessary. Identifying current expertise gaps or need for managed services should be evaluated.



### SOLUTION APPROACH

## Project Cycle

AMS.NET provides complete project management services to ensure the success of your technology implementation. We follow a 5-step project cycle that is tailored to meet the needs of your project. Each project is managed by a project manager and staffed with AMS.NET team members that are experienced in the proposed technology solution.

Throughout your engagement you will receive status updates, thorough project plans and have a project team dedicated to understanding and addressing your business needs. We provide collaborative planning and consistent updates throughout the project through communication and effective documentation. At the end of the project, you'll be provided design documentation and the ability to engage the AMS.NET technical support team for ongoing support. Your project will be structured based on the following phases and activities will be performed as required by your unique project:



PROJECT CYCLE

- Complete Project Management Support
- Experienced, Certified and Dedicated Project Manager Assignment
- Tailored to Meet Your Project and Requirements
- Established and Proven 5-Step Project Cycle
- Complete Support Through Project Sign Off

### Discovery & Preparation

- Internal Hand Off and Kick Off Meeting
- Site Surveys and Network Discovery
- Identification of Project Goals, Outcomes and Objective Completion Criteria
- Internal Technical Reviews

### Design & Planning

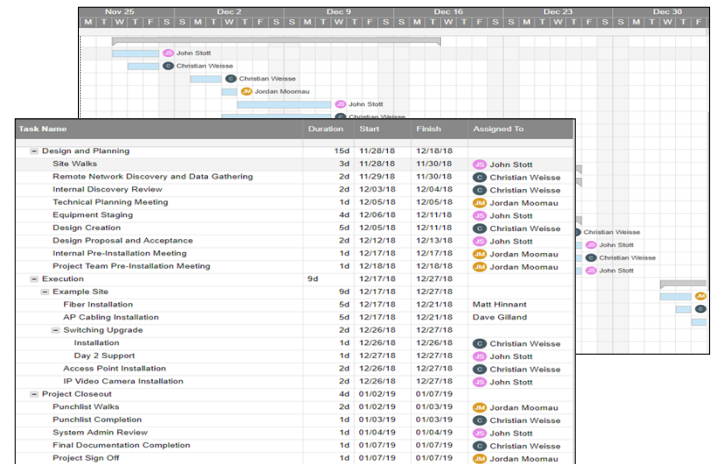
- Technical Planning Meetings- Existing Practices, Design Goals, Best Practices
- Design Proposal and Acceptance
- Tailored Project and Implementation Plan Creation
- Equipment Staging and Configuration
- Logistics Coordination and Pre-Installation Meeting

## Implementation/Execution

- Execution as Defined in Project Plan
- Post-Installation Acceptance Testing
- Day 2 Support
- System Administrator Training (*if purchased*)
- End-User Training (*if purchased*)

## Project Closeout

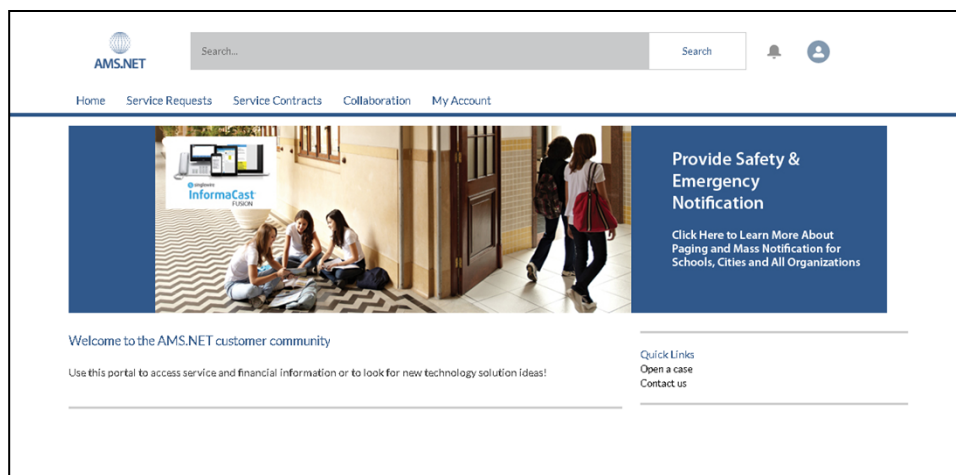
- Virtual Site Walk and/or Physical Site Walk
- Punch List Completion
- Final Documentation Submission
- Project Closure and Sign Off



PROJECT PLAN

## Support & Maintenance Phase

- 30 Day Workmanship Warranty
- Premium Flex Time Contracts (*if purchased*)
- Managed Services Agreements for Voice, Wi-Fi, WAN, Security, Video Surveillance and More (*if purchased*)
- Support Customers Have Access to Their Customer Community- Review Current Service Requests, View Upcoming Appointments, Open New Requests and More



CUSTOMER COMMUNITY

## Manufacturer Partners



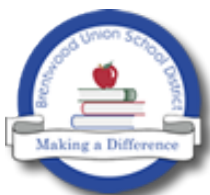
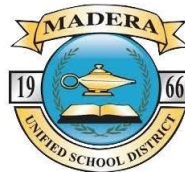
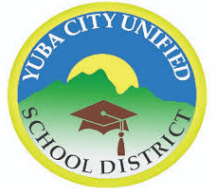
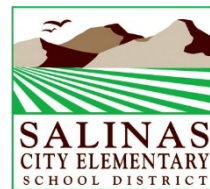
## AMS.NET versus the Competition

- Established proven partner in your vertical
- 120+ employees throughout the state of California
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships– Cisco Gold Partner since 2007
- Skilled and Certified Engineers- CCIE's in networking, security, voice
- Advanced manufacturer technology specializations
- Structured cabling- C-7 Contractor and RCCD Certified
- Certified project management – PMP Certification
- Executive management accessibility regardless of the customer size



## Extensive Reference List

### Education



## City/County Government

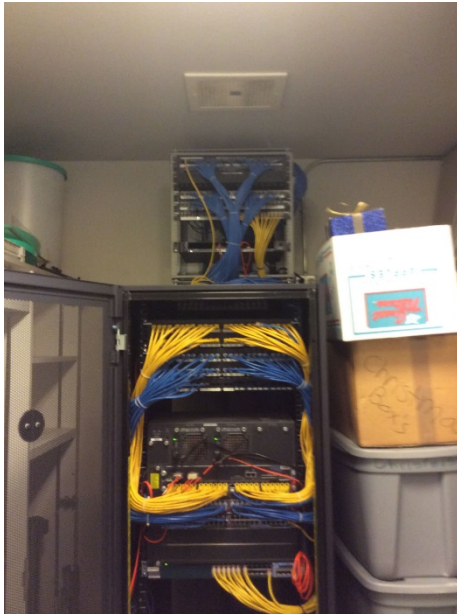


## Other Verticals



## Before and After

Our professional certified engineering and cabling teams have the expertise for your project- large or small. Structured wiring, racks and equipment are professionally installed and labeled for ease of maintenance after deployment.



Before



After



Before



After

## Company Facts

### Legal Name: AMS.NET Inc.

Type: Delaware Corporation  
Principal Owner: Robert Tocci  
Years in Business: 32 Years  
Number of Employees: 115  
Website: [www.ams.net](http://www.ams.net)  
Email: [sales@ams.net](mailto:sales@ams.net)  
Phone: 800-893-3660/925-245-6100  
Fax: 925-245-6150

### Locations:

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812  
Sacramento Regional Office: 1200 Creekside Drive  
Folsom, CA 95630, Phone 800-893-3660  
Central Valley Regional Office: 1155 East North Avenue, Suite 106  
Fresno, CA 93725, Phone 559-733-1641, Fax 559-713-6692  
Southern California Regional Offices: 12130 Mora Drive., Suite 1,  
Santa Fe Springs, CA 90670, Phone 800-893-3660

## CMAS, NASPO & E-Rate SPIN Numbers

**Tax ID:** 94-3291626  
**Contractor License C-7:** 763508  
*Expires 4/30/2020*  
**DUNS#:** 556116234  
**DIR#:** 1000001046  
**FCC RN:** 0012300554  
**E-Rate SPIN:** 143005880  
**Microsoft MCSE's:** 1673446, 2056976  
**Merced County FOCUS Contract:** #2015109  
**SPURR Master Contract**  
**PEPPM Contract**  
**Cisco CMAS:** 3-11-70-0291U, *Expires 9/4/23*  
**HP CMAS:** 3-15-70-0291AB, *Expires 7/2/23*  
**Rubrik CMAS:** 3-18-70-0291AD, *Expires 5/3/21*  
**Ruckus CMAS:** 3-15-70-3218A, *Expires 2/29/2020*

**Pure Storage CMAS:** 3-18-70-3113D, *Expires 4/11/2021*  
**EMC, Nimble CMAS:** 3-15-70-0291AA, *Expires 3/31/2022*  
**Aerohive Networks CMAS:** 3-13-70-0291X, *Expires 12/31/2020*  
**Citrix, Brocade, Barracuda CMAS:** 3-11-70-0291V, *Expires 6/26/22*  
**Cabling CMAS:** 3-18-70-0291AE, *Expires 7/26/2022*  
**Tripplite/APC CMAS:** 3-19-70-0291AF, *Expires 11/28/2019*  
**Bosch CMAS:** 3-17-84-0065A, *Expires 11/30/2020*  
**Arecont Vision CMAS:** 3-18-84-0065C, *Expires 5/19/2023*  
**Extron Electronics:** 3-16-70-2382B, *Expires 5/31/2021*  
**Cisco NASPO:** 7-14-70-04 (Utah AR-233), *Expires 5/31/2020*  
**HP/Nimble NASPO:** 7-14-70-06 (AR-1464-N), *Expires 5/31/2020*  
**Ruckus (Arris) NASPO:** 7-14-70-01 (AR-214), *Expires 5/31/2020*  
**EMC NASPO:** 7-14-70-14 (California AR-620), *Expires 5/31/2019*  
**Pure Storage NASPO:** 7-15-70-34-019, *Expires 3/31/2020*  
**Palo Alto Networks NASPO:** 7-14-70-11, *Expires 5/30/2020*

## Certifications and Specializations

Cisco Gold Certified Partner/  
Cisco Meraki Partner  
- Advanced Data Center Architecture  
- Advanced Collaboration Architecture  
- Advanced Security Architecture  
- Advanced Enterprise Network Architecture  
- Collaboration SaaS Authorization  
- Customer Satisfaction Excellence

Aruba HPE Platinum Partner, HPE Silver Partner, Ruckus Elite Partner,  
Palo Alto Networks, Fortinet, Barracuda, Aerohive, Pure Storage,  
Nimble Storage, Cohesity, DDN, Rubrik, Veeam Silver Pro Partner,  
Datrium, VMware Partner, Singlewire, FrontRow, Class Connection,  
AtlasIED, Extron, Advanced Network Devices, Avigilon, Verkada,  
OnSSI, Milestone, Arecont Vision, Hikvision, exacqVision, Milestone,  
Tripplite, APC, Panduit, General Cable, Damac, Leviton, Berk-Tek,  
Ortronics, Hoffman, Cooper B-Line, Chatsworth, & Superior Essex

AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP

**Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-024**

RFP Title: Wireless Networking Equipment

RFP Issued: 11/2/2016

Award: a. Brocade Communications and Ruckus Wireless equip

b. HP and Aruba Networks wireless equip

c. Cisco Systems and Meraki wireless equip

d. Aerohive wireless equip

e. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

Earliest Start Date of Services: 7/1/2017, except non-recurring Category Two Services (if any) may be installed as early as 4/1/2017

Last Date to Order: Specified in SMC-ER-024, as amended to date.

E-Rate Priority Level or Category: 2

SPURR E-Rate Form 470 Number: 170049290

Participant Form 470, if referenced: \_\_\_\_\_

Specific Services Ordered (attach separate sheet if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services Order Date: \_\_\_\_\_

Scheduled Start Date of Services: \_\_\_\_\_

Total Order Value: \$ \_\_\_\_\_

By executing and presenting this ATO to SPURR, Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the above-described products or services (the "Services"), all pursuant to the terms, conditions, and prices set forth in Vendor's response to SPURR's RFP referenced above (the "RFP"), the attached General Terms and Conditions (January 17, 2017 revision), and subject to any funding or delivery contingencies as mutually agreed by Vendor and Participant.

The terms of the RFP, the attached General Terms and Conditions, and the SPURR Master Contract awarded to Vendor pursuant to the RFP are incorporated by this reference.

**A fully executed ATO must be submitted to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Services.**

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-024**

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: _____	Vendor: <u>AMS.NET, Inc.</u>
Street Address: _____	Street Address: _____
City, St, Zip: _____	City, St, Zip: _____
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Contact Phone: _____	Contact Phone: _____
Contact Email: _____	Contact Email: _____
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date: _____	Date: _____

Please submit completed ATO to SPURR either by scan and confirmed email to [erate@spurr.org](mailto:erate@spurr.org).  
SPURR will send a copy of accepted ATO to Participant and Vendor for their files.

SPURR Acceptance

Authorized Signature: _____	Date: _____
Michael Rochman	Phone: 925-743-1292
Managing Director	Email: <a href="mailto:ERate@spurr.org">ERate@spurr.org</a>

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-024**

**General Terms and Conditions for SPURR Authorization to Order, January 10, 2017  
Revision**

**A. BACKGROUND**

1. The School Project for Utility Rate Reduction ("SPURR") SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
2. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Schools and Libraries Division of the Universal Service Administrative Company ("USAC-SLD") under the direction of the Federal Communications Commission, and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
3. On 11/2/2016, SPURR issued a Request for Proposal for Wireless Networking Equipment (the "RFP") on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for E-Rate eligible products and services in response to the RFP.
  - a. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 application, Number 170049290 as a consortium for Priority or Category 2 Services, consisting of SMC-ER-024.
  - b. SPURR received one or more responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria: Price: 40%, Prior Experience: 25%, Understanding of Needs: 20%, Company Capabilities: 10%, Management Qualifications: 5%, TOTAL: 100%
  - c. SPURR selected Vendor for an award under the RFP for specified products and services (the "Services") and entered into a SPURR Master Contract ("SMC") with that Vendor.
4. Any California school, school district, library, community college, county office of education, public agency, or non-profit educational entity using the RFP to buy Services is defined as a "Participant" in this program, whether or not the Participant seeks, or ultimately obtains, E-Rate funding. To confirm Participant's agreement to buy Services from Vendor, and Vendor's agreement to sell Services to Participant, pursuant to the SPURR RFP and the SMC, Participant and Vendor must execute an Authorization to Order (an "ATO") and submit the ATO to SPURR. An ATO does not document precise quantities and delivery terms for the Services, as Participant and Vendor will enter a separate agreement between them for that purpose and for any contingencies.
5. SPURR will provide to each Participant and to Vendor upon request copies of the RFP and related files, the associated Form 470s and SMCs, and any ATOs executed by Participant and Vendor.

**B. PARTICIPANT AGREES AS FOLLOWS:**

1. Participant agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Participant acknowledges that it has performed its own due diligence in selecting the Vendor and the Services and their suitability to Participant's needs.
4. If Participant wishes to maintain E-Rate eligibility for the Services, then Participant either shall reference SPURR's E-Rate Form 470 as the "Establishing Form 470" of Participant's

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-024**

corresponding E-Rate Form 471, or shall reference Participant's own Form 470. If Participant has referenced, or intends to reference, a SPURR Form 470 in connection with purchases under the RFP, then Participant (a) confirms that it is a member of SPURR, and (b) ratifies SPURR's issuance of the RFP and filing of Form 470 on Participant's behalf. Participant will deliver to SPURR upon request any documents reasonably necessary to evidence (a) or (b). SPURR will deliver to Participant upon request copies of all prior membership or ratification documents related to Participant in SPURR's possession or control.

5. Participant certifies that it will file all E-Rate forms and documents, and will comply with all E-Rate rules and regulations, related to the Services; provided, that SPURR is responsible for filing the referenced Form 470 and for conducting the RFP process. Participant will indemnify and hold harmless SPURR from any and all obligations arising from forms filed by Participant or from the acquisition by Participant of E-Rate funding for the Services.

**C. VENDOR AGREES AS FOLLOWS:**

1. Vendor agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this ATO, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties.
4. Vendor shall invoice each Participant directly for Services and shall promptly submit to SPURR electronic copies of each invoice. For each month or calendar quarter during which Participant pays for delivered Services (a "Reporting Period"), Vendor shall submit to SPURR, within fifteen (15) days after each Reporting Period, a report in acceptable Excel format on all Services delivered to and paid for by Participant during the Reporting Period. Each Participant is responsible for payment to Vendor.
5. Vendor shall pay to SPURR the Administrative Fee in accordance with the RFP and the SMC. SPURR does not charge fees to Participants under this program. The Administrative Fee shall not appear on invoices from Vendor to Participant.



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Middle School - E-Rate 23 - SPURR - Wireless  
  
 SMC-ER-024

Quote #	#Q-00042264
Project #	90637
Modified	2/11/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/10/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Wireless APs</b>					
1	<b>MR74-HW</b> Meraki MR74 Outdoor - Cloud Managed AP	Meraki, Inc.	3.00	\$615.56	\$1,846.68
2	<b>MA-ANT-20</b> Meraki Dual-band Omni Antennas	Cisco Systems Inc.	6.00	\$87.56	\$525.36
3	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	14.00	\$637.56	\$8,925.84
4	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	17.00	\$198.00	\$3,366.00

### Professional Services

5	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	17.00	\$115.00	\$1,955.00
6	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	14.00	\$50.00	\$700.00

### AMS FREIGHT



**AMS.NET**  
Technology Solution Provider

ACTION/DISCUSSION A

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

7	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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## Order Summary

Subtotal	\$17,318.88
Adjustment	\$0.00
Estimated Taxes	\$988.56
<b>Total</b>	<b>\$18,307.44</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



ACTION/DISCUSSION A  
**AMS.NET, Inc.**  
502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
[www.ams.net](http://www.ams.net)

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

PGHS - E-Rate 23 - SPURR - Wireless  
  
 SMC-ER-024

Quote #	#Q-00042263
Project #	90637
Modified	2/11/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/10/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Wireless APs</b>					
1	<b>MR74-HW</b> Meraki MR74 Outdoor - Cloud Managed AP	Meraki, Inc.	5.00	\$615.56	\$3,077.80
2	<b>MA-ANT-20</b> Meraki Dual-band Omni Antennas	Cisco Systems Inc.	10.00	\$87.56	\$875.60
3	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	80.00	\$637.56	\$51,004.80
4	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	85.00	\$198.00	\$16,830.00

### Professional Services

5	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	85.00	\$115.00	\$9,775.00
6	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	80.00	\$50.00	\$4,000.00

### AMS FREIGHT



**AMS.NET**  
Technology Solution Provider

ACTION/DISCUSSION A

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

7	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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## Order Summary

Subtotal	\$85,563.20
Adjustment	\$0.00
Estimated Taxes	\$4,808.86
<b>Total</b>	<b>\$90,372.06</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

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6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



ACTION/DISCUSSION A  
**AMS.NET, Inc.**  
502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
[www.ams.net](http://www.ams.net)

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Forest Grove - E-Rate 23 - SPURR - Wireless

SMC-ER-024

Quote #	#Q-00042268
<b>Project #</b>	90637
<b>Modified</b>	2/11/2020
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Ken Falconitin
<b>IAM Phone</b>	(925) 245-6119
<b>IAM Email</b>	kfalconitin@ams.net
<b>Quote Exp.</b>	5/10/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Wireless APs</b>					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	20.00	\$637.56	\$12,751.20
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	20.00	\$198.00	\$3,960.00

### Professional Services

3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	20.00	\$115.00	\$2,300.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	20.00	\$50.00	\$1,000.00

### AMS FREIGHT

5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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ACTION/DISCUSSION A

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

## Order Summary

Subtotal	\$20,011.20
Adjustment	\$0.00
Estimated Taxes	\$1,115.73
<b>Total</b>	<b>\$21,126.93</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

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6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

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Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

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925-245-6100 • 925-245-6150 Fax  
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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Robert Down Elem. - E-Rate 23 - SPURR - Wireless  
 SMC-ER-024

Quote #	#Q-00042266
Project #	90637
Modified	2/11/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/10/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Wireless APs</b>					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	20.00	\$637.56	\$12,751.20
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	20.00	\$198.00	\$3,960.00

### Professional Services

3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	20.00	\$115.00	\$2,300.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	20.00	\$50.00	\$1,000.00

### AMS FREIGHT

5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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ACTION/DISCUSSION A

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

## Order Summary

Subtotal	\$20,011.20
Adjustment	\$0.00
Estimated Taxes	\$1,115.73
<b>Total</b>	<b>\$21,126.93</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

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6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



ACTION/DISCUSSION A  
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925-245-6100 • 925-245-6150 Fax  
[www.ams.net](http://www.ams.net)

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

District Office - E-Rate 23 - SPURR - Wireless - NON-ERATE  
 SMC-ER-024

Quote #	#Q-00042265
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/10/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Wireless APs</b>					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	6.00	\$637.56	\$3,825.36
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	6.00	\$198.00	\$1,188.00

### Professional Services

3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	6.00	\$115.00	\$690.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	6.00	\$50.00	\$300.00

### AMS FREIGHT

5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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ACTION/DISCUSSION A  
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502 Commerce Way, Livermore, CA 94551  
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[www.ams.net](http://www.ams.net)

## Order Summary

Subtotal	\$6,003.36
Adjustment	\$0.00
Estimated Taxes	\$334.71
<b>Total</b>	<b>\$6,338.07</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Community High School - E-Rate 23 - SPURR - Wireless -  
 NON-ERATE

SMC-ER-024

Quote #	#Q-00042267
<b>Project #</b>	90637
<b>Modified</b>	2/26/2020
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Ken Falconitin
<b>IAM Phone</b>	(925) 245-6119
<b>IAM Email</b>	kfalconitin@ams.net
<b>Quote Exp.</b>	5/10/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Wireless APs</b>					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	20.00	\$637.56	\$12,751.20
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3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	20.00	\$115.00	\$2,300.00
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### AMS FREIGHT

5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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ACTION/DISCUSSION A

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

## Order Summary

Subtotal	\$20,011.20
Adjustment	\$0.00
Estimated Taxes	\$1,115.73
<b>Total</b>	<b>\$21,126.93</b>

## Terms and Conditions

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AMS.NET Tax ID: 94-3291626

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028**

RFP Title: Network Infrastructure Equipment and Services

RFP Issued: 11/2/2016

Award: a. Barracuda Networks equip

b. Brocade Communications equip

c. HP and Aruba Networks equip

d. Cisco Systems and Meraki equip

e. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

Earliest Start Date of Services: 7/1/2017, except non-recurring Category Two Services (if any) may be installed as early as 4/1/2017

Last Date to Order: Specified in SMC-ER-028, as amended to date.

E-Rate Priority Level or Category: 2

SPURR E-Rate Form 470 Number: 170049302

Participant Form 470, if referenced: \_\_\_\_\_

Specific Services Ordered (attach separate sheet if necessary): \_\_\_\_\_

See E-Rate Quotes 42545, 42557, 42558, 42553

See NON E-RATE Quotes 41953, 42046, 42047, 42556, 42559, 43233, 43245

Services Order Date: 7/1/2020

Scheduled Start Date of Services: 7/1/2020

Total Order Value: \$ 553,874.75

By executing and presenting this ATO to SPURR, Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the above-described products or services (the "Services"), all pursuant to the terms, conditions, and prices set forth in Vendor's response to SPURR's RFP referenced above (the "RFP"), the attached General Terms and Conditions (January 17, 2017 revision), and subject to any funding or delivery contingencies as mutually agreed by Vendor and Participant.

The terms of the RFP, the attached General Terms and Conditions, and the SPURR Master Contract awarded to Vendor pursuant to the RFP are incorporated by this reference.

**A fully executed ATO must be submitted to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Services.**



**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028**

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: _____	Vendor: <u>AMS.NET, Inc.</u>
Street Address: _____	Street Address: _____
City, St, Zip: _____	City, St, Zip: _____
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Contact Phone: _____	Contact Phone: _____
Contact Email: _____	Contact Email: _____
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date: _____	Date: _____

Please submit completed ATO to SPURR either by scan and confirmed email to [erate@spurr.org](mailto:erate@spurr.org).  
SPURR will send a copy of accepted ATO to Participant and Vendor for their files.

SPURR Acceptance

Authorized Signature: _____	Date: _____
Michael Rochman	Phone: 925-743-1292
Managing Director	Email: <a href="mailto:ERate@spurr.org">ERate@spurr.org</a>

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028**

**General Terms and Conditions for SPURR Authorization to Order, January 10, 2017  
Revision**

**A. BACKGROUND**

1. The School Project for Utility Rate Reduction ("SPURR") SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
2. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Schools and Libraries Division of the Universal Service Administrative Company ("USAC-SLD") under the direction of the Federal Communications Commission, and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
3. On 11/2/2016, SPURR issued a Request for Proposal for Network Infrastructure Equipment and Services (the "RFP") on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for E-Rate eligible products and services in response to the RFP.
  - a. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 application, Number 170049302 as a consortium for Priority or Category 2 Services, consisting of SMC-ER-028.
  - b. SPURR received one or more responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria: Price: 40%, Prior Experience: 25%, Understanding of Needs: 20%, Company Capabilities: 10%, Management Qualifications: 5%, TOTAL: 100%
  - c. SPURR selected Vendor for an award under the RFP for specified products and services (the "Services") and entered into a SPURR Master Contract ("SMC") with that Vendor.
4. Any California school, school district, library, community college, county office of education, public agency, or non-profit educational entity using the RFP to buy Services is defined as a "Participant" in this program, whether or not the Participant seeks, or ultimately obtains, E-Rate funding. To confirm Participant's agreement to buy Services from Vendor, and Vendor's agreement to sell Services to Participant, pursuant to the SPURR RFP and the SMC, Participant and Vendor must execute an Authorization to Order (an "ATO") and submit the ATO to SPURR. An ATO does not document precise quantities and delivery terms for the Services, as Participant and Vendor will enter a separate agreement between them for that purpose and for any contingencies.
5. SPURR will provide to each Participant and to Vendor upon request copies of the RFP and related files, the associated Form 470s and SMCs, and any ATOs executed by Participant and Vendor.

**B. PARTICIPANT AGREES AS FOLLOWS:**

1. Participant agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Participant acknowledges that it has performed its own due diligence in selecting the Vendor and the Services and their suitability to Participant's needs.
4. If Participant wishes to maintain E-Rate eligibility for the Services, then Participant either shall reference SPURR's E-Rate Form 470 as the "Establishing Form 470" of Participant's

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028**

corresponding E-Rate Form 471, or shall reference Participant's own Form 470. If Participant has referenced, or intends to reference, a SPURR Form 470 in connection with purchases under the RFP, then Participant (a) confirms that it is a member of SPURR, and (b) ratifies SPURR's issuance of the RFP and filing of Form 470 on Participant's behalf. Participant will deliver to SPURR upon request any documents reasonably necessary to evidence (a) or (b). SPURR will deliver to Participant upon request copies of all prior membership or ratification documents related to Participant in SPURR's possession or control.

5. Participant certifies that it will file all E-Rate forms and documents, and will comply with all E-Rate rules and regulations, related to the Services; provided, that SPURR is responsible for filing the referenced Form 470 and for conducting the RFP process. Participant will indemnify and hold harmless SPURR from any and all obligations arising from forms filed by Participant or from the acquisition by Participant of E-Rate funding for the Services.

**C. VENDOR AGREES AS FOLLOWS:**

1. Vendor agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this ATO, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties.
4. Vendor shall invoice each Participant directly for Services and shall promptly submit to SPURR electronic copies of each invoice. For each month or calendar quarter during which Participant pays for delivered Services (a "Reporting Period"), Vendor shall submit to SPURR, within fifteen (15) days after each Reporting Period, a report in acceptable Excel format on all Services delivered to and paid for by Participant during the Reporting Period. Each Participant is responsible for payment to Vendor.
5. Vendor shall pay to SPURR the Administrative Fee in accordance with the RFP and the SMC. SPURR does not charge fees to Participants under this program. The Administrative Fee shall not appear on invoices from Vendor to Participant.



**AMS.NET, Inc.**  
 502 Commerce Way, Livermore, CA 94551  
 925-245-6100 • 925-245-6150 Fax  
 www.ams.net

## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

PGHS - E-Rate 23 - SPURR - Switching - V2

SMC-ER-028

Quote #	#Q-00042545
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/17/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS425 Core Switch</b>					
1	<b>MS425-32-HW</b> Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	Meraki, Inc.	1.00	\$9,680.00	\$9,680.00
2	<b>LIC-MS425-32-5YR</b> Meraki MS425-32 Enterprise License 5YR	Meraki, Inc.	1.00	\$1,707.20	\$1,707.20

<b>MS350-48 Port Switch</b>					
3	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	2.00	\$4,421.30	\$8,842.60
4	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	2.00	\$780.90	\$1,561.80

<b>Modules, Optics and Cables</b>					
5	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	2.00	\$48.40	\$96.80

<b>Professional Services</b>					
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6	<b>AMS-NI-LAN-MERAKI-CORE-STACKABLE</b> Labor: Meraki Core Switch Installation - Stackable	AMS.NET	1.00	\$1,600.00	\$1,600.00
7	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	2.00	\$500.00	\$1,000.00
8	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00

**AMS FREIGHT**

9	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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**Order Summary**

Subtotal	\$26,188.40
Adjustment	\$0.00
Estimated Taxes	\$1,629.21
<b>Total</b>	<b>\$27,817.61</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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ACTION/DISCUSSION A

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Robert Down Elem - E-Rate 23 - SPURR - Switching - V2

SMC-ER-028

### Quote #

#Q-00042557

<b>Project #</b>	90637
<b>Modified</b>	2/18/2020
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Ken Falconitin
<b>IAM Phone</b>	(925) 245-6119
<b>IAM Email</b>	kfalconitin@ams.net
<b>Quote Exp.</b>	5/17/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-48 Port Switch</b>					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	3.00	\$4,421.30	\$13,263.90
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	3.00	\$780.90	\$2,342.70

<b>MS350-24 Port Switch</b>					
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	1.00	\$2,848.10	\$2,848.10
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	1.00	\$513.00	\$513.00

<b>MS390 - 48 Port Switch</b>					
5	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	4.00	\$5,695.80	\$22,783.20
6	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	4.00	\$1,326.60	\$5,306.40

**AMS.NET, Inc.**

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7	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	4.00	\$572.00	\$2,288.00
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## Modules, Optics and Cables

8	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	1.00	\$48.40	\$48.40
9	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	8.00	\$298.50	\$2,388.00
10	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00
11	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	9.00	\$14.74	\$132.66

## Professional Services

12	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	8.00	\$500.00	\$4,000.00
13	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00

## AMS FREIGHT

14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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## Order Summary

Subtotal	\$60,314.36
Adjustment	\$0.00
Estimated Taxes	\$4,064.56
<b>Total</b>	<b>\$64,378.92</b>

**AMS.NET, Inc.**

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[www.ams.net](http://www.ams.net)

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

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8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

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[www.ams.net](http://www.ams.net)

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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 502 Commerce Way, Livermore, CA 94551  
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## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Forest Grove - E-Rate 23 - SPURR - Switching - V2

SMC-ER-028

Quote #	#Q-00042558
Project #	90637
Modified	2/18/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/17/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-48 Port Switch</b>					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	1.00	\$4,421.30	\$4,421.30
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	1.00	\$780.90	\$780.90

<b>MS350-24 Port Switch</b>					
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	4.00	\$2,848.10	\$11,392.40
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	4.00	\$513.00	\$2,052.00

<b>MS390 - 48 Port Switch</b>					
5	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	2.00	\$5,695.80	\$11,391.60
6	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	2.00	\$1,326.60	\$2,653.20



**AMS.NET**  
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**AMS.NET, Inc.**

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7	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	2.00	\$572.00	\$1,144.00
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### Modules, Optics and Cables

8	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	1.00	\$48.40	\$48.40
9	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	10.00	\$298.50	\$2,985.00
10	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00
11	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	11.00	\$14.74	\$162.14

### Professional Services

12	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	7.00	\$500.00	\$3,500.00
13	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00

### AMS FREIGHT

14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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### Order Summary

Subtotal	\$44,930.94
Adjustment	\$0.00
Estimated Taxes	\$2,996.41
<b>Total</b>	<b>\$47,927.35</b>

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

## Terms and Conditions

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10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Middle School - E-Rate 23 - SPURR - Switching - V2

SMC-ER-028

Quote #	#Q-00042553
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/17/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
MS425 Core Switch					
1	<b>MS425-32-HW</b> Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	Meraki, Inc.	1.00	\$9,680.00	\$9,680.00
2	<b>LIC-MS425-32-5YR</b> Meraki MS425-32 Enterprise License 5YR	Meraki, Inc.	1.00	\$1,707.20	\$1,707.20

MS350-48 Port Switch					
3	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	6.00	\$4,421.30	\$26,527.80
4	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	6.00	\$780.90	\$4,685.40

Modules, Optics and Cables					
5	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	2.00	\$48.40	\$96.80
6	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	4.00	\$298.50	\$1,194.00

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7	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	5.00	\$2,700.00	\$13,500.00
8	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	9.00	\$14.74	\$132.66

**Professional Services**

9	<b>AMS-NI-LAN-MERAKI-CORE-STACKABLE</b> Labor: Meraki Core Switch Installation - Stackable	AMS.NET	1.00	\$1,600.00	\$1,600.00
10	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	6.00	\$500.00	\$3,000.00
11	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00

**AMS FREIGHT**

12	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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**Order Summary**

<b>Subtotal</b>	\$63,823.86
<b>Adjustment</b>	\$0.00
<b>Estimated Taxes</b>	\$4,474.00
<b>Total</b>	<b>\$68,297.86</b>

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Pacific Grove HS Fiber Backbone Cabling - NON-ERATE

SPURR Master Contract: SMC-ER-028

Payment & Performance Bonds Included

Quote #	#Q-00041953
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Jeff Souza
IAM Phone	(925) 245-6133
IAM Email	jsouza@ams.net
Quote Exp.	5/4/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Material</b>					
1	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	2000.00	\$0.58	\$1,160.00
2	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	4000.00	\$0.58	\$2,320.00
3	<b>TZES221</b> 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$18.41	\$18.41
4	<b>TZES251</b> 1 BLACK WHITE INDUSTRIAL TAPE	Brother International	2.00	\$27.33	\$54.66
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	12.00	\$11.43	\$137.16
6	<b>10050</b> 1/4 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$37.67	\$37.67
7	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	12.00	\$28.57	\$342.84
8	<b>16121</b> 3/8 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$90.95	\$90.95



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9	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico Cabling Cabling	Erico	60.00	\$2.92	\$175.20
10	<b>CATHP4Z34</b> Caddy J Hook Rod Hanger 1/4" Erico Cabling Cabling	Erico	40.00	\$1.03	\$41.20
11	<b>CATHPAN</b> ANGLEBRACKETCABLE 3/16INCH HOLE	Erico	20.00	\$0.97	\$19.40
12	<b>JETLINE</b> 6500' PULL STRING	Jetline	2.00	\$40.04	\$80.08
13	<b>31388</b> CLEARGLIDE 1QT SQZ	IDEAL	1.00	\$12.96	\$12.96
14	<b>489001FR</b> PLYFBR STORAGE RING IP	Leviton Manufacturing Company, Inc.	12.00	\$29.97	\$359.64
15	<b>48900FR</b> PLY FBR STORAGE RING DP	Leviton Manufacturing Company, Inc.	1.00	\$90.09	\$90.09
16	<b>5R4UMF12</b> ENCL 4RU 1000I 12PLTS	Leviton Manufacturing Company, Inc.	1.00	\$319.44	\$319.44
17	<b>5F100PLT</b> PLT COMP BLANK BLK	Leviton Manufacturing Company, Inc.	24.00	\$5.25	\$126.00
18	<b>5R1UL-F03</b> Leviton 24-Port Fiber Patch Panel OPTI X unloaded	Leviton Manufacturing Company, Inc.	12.00	\$98.00	\$1,176.00
19	<b>5F1002LL</b> PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	24.00	\$71.00	\$1,704.00
20	<b>UPPLC-KIT</b> LEVITON 12XPIGTAIL 9U LC SM 3M	Leviton Manufacturing Company, Inc.	24.00	\$98.00	\$2,352.00
21	<b>FSSSD-060</b> Fusion Splice Sleeve, 60 mm	Leviton Manufacturing Company, Inc.	310.00	\$0.40	\$124.00
22	<b>5T000-T</b> Splice Tray, Type Splice Tray, Heat Shrink	Leviton Manufacturing Company, Inc.	24.00	\$31.00	\$744.00
23	<b>PST-FO</b> CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Panduit	20.00	\$11.50	\$230.00
24	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$37.00	\$37.00

## LABOR

25	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage  Pacific Grove HS will get 12 strand Singlemode Loose tube Fiber from MDF to 12 IDF's. All fiber will be tested and Labeled with a Leviton Warranty. All fiber will be pulled thru	AMS.NET	288.00	\$125.00	\$36,000.00
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	existing conduit. IF CONDUIT IS BROKEN OR UNUSABLE EXTRA COST MAYBE NEEDED.				
26	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage  Fiber Termination (Per Termination) Install LC Connectors on each fiber cable. Terminate all 12 strands 288 from 12 IDF's IDF K BLDG, IDF RMO2, IDF N BLDG woodshop, IDF I BLDG I2, IDF D BLDG D3, IDF C BLDG C4, IDF B BLDG B5, IDF F BLDG F1, IDF A BLDG faculty, IDF E BLDG E4, IDF MPR band room, IDF GYM BLDG locker room office.	AMS.NET	98.00	\$125.00	\$12,250.00
27	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	9.00	\$150.00	\$1,350.00

**\*Shipping\***

28	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$32.89	\$32.89
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**Order Summary**

Subtotal	\$61,385.59
Adjustment	\$0.00
Estimated Taxes	\$1,028.92
<b>Total</b>	<b>\$62,414.51</b>

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Forest Grove ES Fiber Backbone Cabling - NON-ERATE

SPURR Master Contract: SMC-ER-028

Payment & Performance Bonds Included

Quote #	#Q-00042046
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Jeff Souza
IAM Phone	(925) 245-6133
IAM Email	jsouza@ams.net
Quote Exp.	5/5/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Material</b>					
1	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	2000.00	\$0.58	\$1,160.00
2	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	1000.00	\$0.58	\$580.00
3	<b>TZES221</b> 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$18.41	\$18.41
4	<b>TZES251</b> 1 BLACK WHITE INDUSTRIAL TAPE	Brother International	2.00	\$27.33	\$54.66
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	6.00	\$11.43	\$68.58
6	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	6.00	\$28.57	\$171.42
7	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico	Erico	30.00	\$2.92	\$87.60
8	<b>CATHP4Z34</b> Caddy J Hook Rod Hanger 1/4" Erico	Erico	30.00	\$1.03	\$30.90



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Technology Solution Provider

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9	<b>CATHPAN</b> ANGLEBRACKETCABLE 3/16INCH HOLE	Erico	20.00	\$0.97	\$19.40
10	<b>JETLINE</b> 6500' PULL STRING	Jetline	2.00	\$40.04	\$80.08
11	<b>489001FR</b> PLYFBR STORAGE RING IP	Leviton Manufacturing Company, Inc.	6.00	\$29.97	\$179.82
12	<b>48900FR</b> PLY FBR STORAGE RING DP	Leviton Manufacturing Company, Inc.	1.00	\$90.09	\$90.09
13	<b>5R4UMF12</b> ENCL 4RU 1000I 12PLTS	Leviton Manufacturing Company, Inc.	1.00	\$319.00	\$319.00
14	<b>5F100PLT</b> PLT COMP BLANK BLK	Leviton Manufacturing Company, Inc.	18.00	\$5.25	\$94.50
15	<b>5R1UL-F03</b> Leviton 24-Port Fiber Patch Panel OPTI X unloaded	Leviton Manufacturing Company, Inc.	6.00	\$98.00	\$588.00
16	<b>5F1002LL</b> PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	12.00	\$71.00	\$852.00
17	<b>UPPLC-KIT</b> LEVITON 12XPIGTAIL 9U LC SM 3M	Leviton Manufacturing Company, Inc.	12.00	\$98.00	\$1,176.00
18	<b>FSSSD-060</b> Fusion Splice Sleeve, 60 mm Leviton	Leviton Manufacturing Company, Inc.	144.00	\$0.40	\$57.60
19	<b>5T000-T</b> Splice Tray, Type Splice Tray, Heat Shrink	Leviton Manufacturing Company, Inc.	12.00	\$31.00	\$372.00
20	<b>PST-FO</b> CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Panduit	12.00	\$11.50	\$138.00
21	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$37.00	\$37.00
22	<b>31388</b> CLEARGLIDE 1QT SQZ	IDEAL	8.00	\$12.96	\$103.68
23	<b>16121</b> 3/8 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$90.95	\$90.95

## LABOR

24	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage  Forest Grove ES will get 12 strand Singlemode Loose tube Fiber from MDF to 6 IDF's. All fiber will be tested and Labeled with a Leviton Warranty. All fiber will be pulled thru existing conduit. IF CONDUIT IS BROKEN OR UNSUSABLE EXTRA COST MAYBE NEEDED.	AMS.NET	144.00	\$125.00	\$18,000.00
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25	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage  Fiber Termination (Per Termination) Install LC Connectors on each fiber cable. Terminate all 12 strands 288144 from 6 IDF's IDF G, IDF B, IDF D, IDF E, IDF K6, IDF K2	AMS.NET	48.00	\$125.00	\$6,000.00
26	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	6.00	\$150.00	\$900.00

**\*Shipping\***

27	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$23.68	\$23.68
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**Order Summary**

Subtotal	\$31,293.37
Adjustment	\$0.00
Estimated Taxes	\$557.82
<b>Total</b>	<b>\$31,851.19</b>

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
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## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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 925-245-6100 • 925-245-6150 Fax  
 www.ams.net

## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Forest Grove ES - IDF Enclosure Swap - NON-ERATE

SPURR Master Contract: SMC-ER-028

Payment & Performance Bonds Included

Quote #	#Q-00042047
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Jeff Souza
IAM Phone	(925) 245-6133
IAM Email	jsouza@ams.net
Quote Exp.	5/6/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MDF Enclosure Swap Material</b>					
1	<b>EWMWG482425-T1964</b> CABINET WINDOW DOOR W/GLAND PLATE 12RU 48x24x30 BLK	Hoffman	1.00	\$872.00	\$872.00
2	<b>3/4" 4X8</b> 3/4" 4X8 AC-grade Plywood BackBoard Home Depot cabling Cabling	Home Depot	1.00	\$45.71	\$45.71
2	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$39.97	\$39.97
4	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	1.00	\$50.00	\$50.00
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	1.00	\$42.86	\$42.86

<b>IDF G Enclosure Swap Material</b>					
6	<b>49255-H24</b> Leviton 24 Port CAT 5 Snap In Patch Panel	Leviton Manufacturing Company, Inc.	3.00	\$41.43	\$124.29



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7	<b>61UJK-RL6</b> Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, blue	Leviton Manufacturing Company, Inc.	50.00	\$9.62	\$481.00
9	<b>3/4" 4X8</b> 3/4" 4X8 AC-grade Plywood BackBoard Home Depot cabling Cabling	Home Depot	1.00	\$45.71	\$45.71
9	<b>A1200HS 10EG</b> Deep Strut (10")	Graybar	1.00	\$27.17	\$27.17
10	<b>EWMWG242425-R5614</b> CABINET WINDOW DOOR W/GLAND PLATE 12RU 24x24x30 BLK	Hoffman	1.00	\$736.45	\$736.45
11	<b>GB110BK200</b> 100 BLK W/LEGS - 200 PR	Allen Tel Products, Inc.	1.00	\$38.94	\$38.94
12	<b>GB110C4</b> 4 PR CONN 10PAK	Allen Tel Products, Inc.	5.00	\$10.76	\$53.80
13	<b>700 2 EG</b> Power Strut Strap 2" EMT	Graybar	4.00	\$2.49	\$9.96
14	<b>10032455</b> Berk-tek Cat.6 PVC Blue	Berk-Tek	2.00	\$240.00	\$480.00
15	<b>2-EMT</b> EMT 2" Conduit - 10'	Graybar	1.00	\$31.49	\$31.49
16	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico Cabling Cabling	Erico	10.00	\$2.93	\$29.30
17	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	2.00	\$100.00	\$200.00
18	<b>TC716A</b> SG TC716A 2IN CONN COMP.EMT STL INS	Thomas & Betts	4.00	\$5.62	\$22.48

**Labor**

19	<b>AMS-CI-CT-PW</b> Forest Grove ES MDF Enclosure install : AMS.NET will install (1) 4' enclosure in place of the existing open rack located in the admin storage area, the existing cabinetry will need to be removed in order to install new enclosure and components. EXCLUSIONS: electrical, painting, disposal of removed cabinets.	AMS.NET	16.00	\$125.00	\$2,000.00
20	<b>AMS-CI-CT-PW</b> Forest Grove ES IDF G Enclosure Install: AMS.NET will install (1) 2' Enclosure in the speech room below the attic space where the existing IDF is currently functioning, installation includes new enclosure extending the existing cabling via a consolidation point installed in the attic area, conduit chases to be installed for cable pathway. EXCLUSIONS: Electrical, AMS.NET is not responsible for the performance of existing cabling.	AMS.NET	24.00	\$125.00	\$3,000.00



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21	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	3.00	\$170.00	\$510.00
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Shipping

22	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$8,841.13
Adjustment	\$0.00
Estimated Taxes	\$291.46
<b>Total</b>	<b>\$9,132.59</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

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6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your

**AMS.NET, Inc.**

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

DO/Yard Office - E-Rate 23 - SPURR - Switching - V2 - NON-ERATE

SMC-ER-028

### Quote #

#Q-00042556

<b>Project #</b>	90637
<b>Modified</b>	2/26/2020
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Ken Falconitin
<b>IAM Phone</b>	(925) 245-6119
<b>IAM Email</b>	kfalconitin@ams.net
<b>Quote Exp.</b>	5/17/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-48 Port Switch</b>					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	1.00	\$4,421.30	\$4,421.30
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	1.00	\$780.90	\$780.90

<b>MS350-24 Port Switch</b>					
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	1.00	\$2,848.10	\$2,848.10
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	1.00	\$513.00	\$513.00

<b>MS390 - 48 Port Switch</b>					
5	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	1.00	\$5,695.80	\$5,695.80
6	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	1.00	\$1,326.60	\$1,326.60



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7	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	1.00	\$572.00	\$572.00
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### Modules, Optics and Cables

8	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	1.00	\$48.40	\$48.40
9	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	2.00	\$298.50	\$597.00
10	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	3.00	\$2,700.00	\$8,100.00
11	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	5.00	\$14.74	\$73.70

### Professional Services

12	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	3.00	\$500.00	\$1,500.00
13	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00

### AMS FREIGHT

14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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### Order Summary

Subtotal	\$28,176.80
Adjustment	\$0.00
Estimated Taxes	\$1,956.17
<b>Total</b>	<b>\$30,132.97</b>

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

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6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

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10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

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[www.ams.net](http://www.ams.net)

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Community High School - E-Rate 23 - SPURR - Switching -  
 NON-ERATE

SMC-ER-028

Quote #	#Q-00042559
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/17/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-48 Port Switch</b>					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GgE 740W PoE Switch	Meraki, Inc.	1.00	\$4,421.30	\$4,421.30
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	1.00	\$780.90	\$780.90

<b>MS350-24 Port Switch</b>					
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	4.00	\$2,848.10	\$11,392.40
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	4.00	\$513.00	\$2,052.00

<b>Modules, Optics and Cables</b>					
5	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	6.00	\$298.50	\$1,791.00
6	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00



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7	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	7.00	\$14.74	\$103.18
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**Professional Services**

8	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	5.00	\$500.00	\$2,500.00
9	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00

**AMS FREIGHT**

10	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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**Order Summary**

Subtotal	\$27,440.78
Adjustment	\$0.00
Estimated Taxes	\$1,785.68
<b>Total</b>	<b>\$29,226.46</b>

**AMS.NET, Inc.**

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

PGHS - E-Rate 23 - SPURR - Switching - V2 - NON-ERATE

SMC-ER-028

Quote #	#Q-00043233
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/25/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-24 Port Switch</b>					
1	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	1.00	\$2,848.10	\$2,848.10
2	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	1.00	\$513.00	\$513.00

<b>MS390 - 48 Port Switch</b>					
3	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	14.00	\$5,695.80	\$79,741.20
4	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	14.00	\$1,326.60	\$18,572.40
5	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	14.00	\$572.00	\$8,008.00

<b>Modules, Optics and Cables</b>					
6	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	28.00	\$298.50	\$8,358.00



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7	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00
8	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	29.00	\$14.74	\$427.46

## Professional Services

9	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	15.00	\$500.00	\$7,500.00
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## AMS FREIGHT

10	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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## Order Summary

Subtotal	\$128,668.16
Adjustment	\$0.00
Estimated Taxes	\$8,932.24
<b>Total</b>	<b>\$137,600.40</b>

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Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.
11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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C7 License: 763508

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



**AMS.NET**  
Technology Solution Provider

ACTION/DISCUSSION A

**AMS.NET, Inc.**

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## Customer Price Quote

### Customer

Pacific Grove Unified School District  
435 Hillcrest Ave  
Pacific Grove CA, 93950-4900 US  
ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
435 Hillcrest Ave  
Pacific Grove, CA 93950-4900  
ATTN: Jonathan Mejia

### Quote Description

Middle School - E-Rate 23 - SPURR - Switching - NON-ERATE

SMC-ER-028

<b>Quote #</b>	<b>#Q-00043245</b>
<b>Project #</b>	90637
<b>Modified</b>	2/26/2020
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Ken Falconitin
<b>IAM Phone</b>	(925) 245-6119
<b>IAM Email</b>	kfalconitin@ams.net
<b>Quote Exp.</b>	5/25/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-24 Port Switch</b>					
1	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	4.00	\$2,848.10	\$11,392.40
2	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	4.00	\$513.00	\$2,052.00

<b>MS390 - 48 Port Switch</b>					
3	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	3.00	\$5,695.80	\$17,087.40
4	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	3.00	\$1,326.60	\$3,979.80
5	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	3.00	\$572.00	\$1,716.00

<b>Modules, Optics and Cables</b>					
6	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	8.00	\$298.50	\$2,388.00



**AMS.NET**  
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ACTION/DISCUSSION A

**AMS.NET, Inc.**

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7	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	8.00	\$14.74	\$117.92
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### Professional Services

8	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	7.00	\$500.00	\$3,500.00
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### AMS FREIGHT

9	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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### Order Summary

Subtotal	\$42,233.52
Adjustment	\$0.00
Estimated Taxes	\$2,861.38
<b>Total</b>	<b>\$45,094.90</b>

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502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



**AMS.NET, Inc.**

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Pacific Grove HS Fiber Backbone Cabling - NON-ERATE

SPURR Master Contract: SMC-ER-028

Payment & Performance Bonds Included

Quote #	#Q-00041953
<b>Project #</b>	90637
<b>Modified</b>	2/26/2020
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Jeff Souza
<b>IAM Phone</b>	(925) 245-6133
<b>IAM Email</b>	jsouza@ams.net
<b>Quote Exp.</b>	5/4/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Material</b>					
1	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	2000.00	\$0.58	\$1,160.00
2	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	4000.00	\$0.58	\$2,320.00
3	<b>TZES221</b> 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$18.41	\$18.41
4	<b>TZES251</b> 1 BLACK WHITE INDUSTRIAL TAPE	Brother International	2.00	\$27.33	\$54.66
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	12.00	\$11.43	\$137.16
6	<b>10050</b> 1/4 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$37.67	\$37.67
7	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	12.00	\$28.57	\$342.84
8	<b>16121</b> 3/8 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$90.95	\$90.95

9	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico Cabling Cabling	Erico	60.00	\$2.92	\$175.20
10	<b>CATHP4Z34</b> Caddy J Hook Rod Hanger 1/4" Erico Cabling Cabling	Erico	40.00	\$1.03	\$41.20
11	<b>CATHPAN</b> ANGLEBRACKETCABLE 3/16INCH HOLE	Erico	20.00	\$0.97	\$19.40
12	<b>JETLINE</b> 6500' PULL STRING	Jetline	2.00	\$40.04	\$80.08
13	<b>31388</b> CLEARGLIDE 1QT SQZ	IDEAL	1.00	\$12.96	\$12.96
14	<b>489001FR</b> PLYFBR STORAGE RING IP	Leviton Manufacturing Company, Inc.	12.00	\$29.97	\$359.64
15	<b>48900FR</b> PLY FBR STORAGE RING DP	Leviton Manufacturing Company, Inc.	1.00	\$90.09	\$90.09
16	<b>5R4UMF12</b> ENCL 4RU 1000I 12PLTS	Leviton Manufacturing Company, Inc.	1.00	\$319.44	\$319.44
17	<b>5F100PLT</b> PLT COMP BLANK BLK	Leviton Manufacturing Company, Inc.	24.00	\$5.25	\$126.00
18	<b>5R1UL-F03</b> Leviton 24-Port Fiber Patch Panel OPTI X unloaded	Leviton Manufacturing Company, Inc.	12.00	\$98.00	\$1,176.00
19	<b>5F1002LL</b> PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	24.00	\$71.00	\$1,704.00
20	<b>UPPLC-KIT</b> LEVITON 12XPIGTAIL 9U LC SM 3M	Leviton Manufacturing Company, Inc.	24.00	\$98.00	\$2,352.00
21	<b>FSSSD-060</b> Fusion Splice Sleeve, 60 mm	Leviton Manufacturing Company, Inc.	310.00	\$0.40	\$124.00
22	<b>5T000-T</b> Splice Tray, Type Splice Tray, Heat Shrink	Leviton Manufacturing Company, Inc.	24.00	\$31.00	\$744.00
23	<b>PST-FO</b> CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Panduit	20.00	\$11.50	\$230.00
24	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$37.00	\$37.00

## LABOR

25	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage  Pacific Grove HS will get 12 strand Singlemode Loose tube Fiber from MDF to 12 IDF's. All fiber will be tested and Labeled with a Leviton Warranty. All fiber will be pulled thru	AMS.NET	288.00	\$125.00	\$36,000.00
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	existing conduit. IF CONDUIT IS BROKEN OR UNUSABLE EXTRA COST MAYBE NEEDED.				
26	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage  Fiber Termination (Per Termination) Install LC Connectors on each fiber cable. Terminate all 12 strands 288 from 12 IDF's IDF K BLDG, IDF RMO2, IDF N BLDG woodshop, IDF I BLDG I2, IDF D BLDG D3, IDF C BLDG C4, IDF B BLDG B5, IDF F BLDG F1, IDF A BLDG faculty, IDF E BLDG E4, IDF MPR band room, IDF GYM BLDG locker room office.	AMS.NET	98.00	\$125.00	\$12,250.00
27	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	9.00	\$150.00	\$1,350.00

**\*Shipping\***

28	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$32.89	\$32.89
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## Order Summary

Subtotal	\$61,385.59
Adjustment	\$0.00
Estimated Taxes	\$1,028.92
<b>Total</b>	<b>\$62,414.51</b>

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Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

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ACTION/DISCUSSION A  
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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Forest Grove ES Fiber Backbone Cabling - NON-ERATE

SPURR Master Contract: SMC-ER-028

Payment & Performance Bonds Included

Quote #	#Q-00042046
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Jeff Souza
IAM Phone	(925) 245-6133
IAM Email	jsouza@ams.net
Quote Exp.	5/5/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Material</b>					
1	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	2000.00	\$0.58	\$1,160.00
2	<b>LTP012-AB0403</b> 12 STRAND INDR/OUTDR PLEN SINGLEMODE Berk-Tek	Berk-Tek	1000.00	\$0.58	\$580.00
3	<b>TZES221</b> 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$18.41	\$18.41
4	<b>TZES251</b> 1 BLACK WHITE INDUSTRIAL TAPE	Brother International	2.00	\$27.33	\$54.66
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	6.00	\$11.43	\$68.58
6	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	6.00	\$28.57	\$171.42
7	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico	Erico	30.00	\$2.92	\$87.60
8	<b>CATHP4Z34</b> Caddy J Hook Rod Hanger 1/4" Erico	Erico	30.00	\$1.03	\$30.90

9	<b>CATHPAN</b> ANGLEBRACKETCABLE 3/16INCH HOLE	Erico	20.00	\$0.97	\$19.40
10	<b>JETLINE</b> 6500' PULL STRING	Jetline	2.00	\$40.04	\$80.08
11	<b>489001FR</b> PLYFBR STORAGE RING IP	Leviton Manufacturing Company, Inc.	6.00	\$29.97	\$179.82
12	<b>48900FR</b> PLY FBR STORAGE RING DP	Leviton Manufacturing Company, Inc.	1.00	\$90.09	\$90.09
13	<b>5R4UMF12</b> ENCL 4RU 1000I 12PLTS	Leviton Manufacturing Company, Inc.	1.00	\$319.00	\$319.00
14	<b>5F100PLT</b> PLT COMP BLANK BLK	Leviton Manufacturing Company, Inc.	18.00	\$5.25	\$94.50
15	<b>5R1UL-F03</b> Leviton 24-Port Fiber Patch Panel OPTI X unloaded	Leviton Manufacturing Company, Inc.	6.00	\$98.00	\$588.00
16	<b>5F1002LL</b> PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	12.00	\$71.00	\$852.00
17	<b>UPPLC-KIT</b> LEVITON 12XPIGTAIL 9U LC SM 3M	Leviton Manufacturing Company, Inc.	12.00	\$98.00	\$1,176.00
18	<b>FSSSD-060</b> Fusion Splice Sleeve, 60 mm Leviton	Leviton Manufacturing Company, Inc.	144.00	\$0.40	\$57.60
19	<b>5T000-T</b> Splice Tray, Type Splice Tray, Heat Shrink	Leviton Manufacturing Company, Inc.	12.00	\$31.00	\$372.00
20	<b>PST-FO</b> CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Panduit	12.00	\$11.50	\$138.00
21	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$37.00	\$37.00
22	<b>31388</b> CLEARGLIDE 1QT SQZ	IDEAL	8.00	\$12.96	\$103.68
23	<b>16121</b> 3/8 X 600 FT POLY ROPE	AAMSTRAND ROPES & TWINES	1.00	\$90.95	\$90.95

## LABOR

24	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage  Forest Grove ES will get 12 strand Singlemode Loose tube Fiber from MDF to 6 IDF's. All fiber will be tested and Labeled with a Leviton Warranty. All fiber will be pulled thru existing conduit. IF CONDUIT IS BROKEN OR UNSUSABLE EXTRA COST MAYBE NEEDED.	AMS.NET	144.00	\$125.00	\$18,000.00
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25	<b>AMS-CI-CT-PW</b> Labor: Cabling - Prevailing Wage  Fiber Termination (Per Termination) Install LC Connectors on each fiber cable. Terminate all 12 strands 288144 from 6 IDF's IDF G, IDF B, IDF D, IDF E, IDF K6, IDF K2	AMS.NET	48.00	\$125.00	\$6,000.00
26	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	6.00	\$150.00	\$900.00

**\*Shipping\***

27	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$23.68	\$23.68
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## Order Summary

Subtotal	\$31,293.37
Adjustment	\$0.00
Estimated Taxes	\$557.82
<b>Total</b>	<b>\$31,851.19</b>

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11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Forest Grove ES - IDF Enclosure Swap - NON-ERATE

SPURR Master Contract: SMC-ER-028

Payment & Performance Bonds Included

Quote #	#Q-00042047
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Jeff Souza
IAM Phone	(925) 245-6133
IAM Email	jsouza@ams.net
Quote Exp.	5/6/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MDF Enclosure Swap Material</b>					
1	<b>EWMWG482425-T1964</b> CABINET WINDOW DOOR W/GLAND PLATE 12RU 48x24x30 BLK	Hoffman	1.00	\$872.00	\$872.00
2	<b>3/4" 4X8</b> 3/4" 4X8 AC-grade Plywood BackBoard Home Depot cabling Cabling	Home Depot	1.00	\$45.71	\$45.71
2	<b>189645</b> 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$39.97	\$39.97
4	<b>AMS-CP-CONSUMABLES</b> Cabling Consumables: Tape,String, Labels, Lube	Cabling	1.00	\$50.00	\$50.00
5	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	1.00	\$42.86	\$42.86

### IDF G Enclosure Swap Material

6	<b>49255-H24</b> Leviton 24 Port CAT 5 Snap In Patch Panel	Leviton Manufacturing Company, Inc.	3.00	\$41.43	\$124.29
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7	<b>61UJK-RL6</b> Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, blue	Leviton Manufacturing Company, Inc.	50.00	\$9.62	\$481.00
9	<b>3/4" 4X8</b> 3/4" 4X8 AC-grade Plywood BackBoard Home Depot cabling Cabling	Home Depot	1.00	\$45.71	\$45.71
9	<b>A1200HS 10EG</b> Deep Strut (10')	Graybar	1.00	\$27.17	\$27.17
10	<b>EWMWG242425-R5614</b> CABINET WINDOW DOOR W/GLAND PLATE 12RU 24x24x30 BLK	Hoffman	1.00	\$736.45	\$736.45
11	<b>GB110BK200</b> 100 BLK W/LEGS - 200 PR	Allen Tel Products, Inc.	1.00	\$38.94	\$38.94
12	<b>GB110C4</b> 4 PR CONN 10PAK	Allen Tel Products, Inc.	5.00	\$10.76	\$53.80
13	<b>700 2 EG</b> Power Strut Strap 2" EMT	Graybar	4.00	\$2.49	\$9.96
14	<b>10032455</b> Berk-tek Cat.6 PVC Blue	Berk-Tek	2.00	\$240.00	\$480.00
15	<b>2-EMT</b> EMT 2" Conduit - 10'	Graybar	1.00	\$31.49	\$31.49
16	<b>CAT32HP</b> Caddy J Hook Cat.32HP Erico Cabling Cabling	Erico	10.00	\$2.93	\$29.30
17	<b>AMS-CP-HARDWARE</b> Cabling: Mounting Hardware	Cabling	2.00	\$100.00	\$200.00
18	<b>TC716A</b> SG TC716A 2IN CONN COMP.EMT STL INS	Thomas & Betts	4.00	\$5.62	\$22.48

## Labor

19	<b>AMS-CI-CT-PW</b> Forest Grove ES MDF Enclosure install : AMS.NET will install (1) 4' enclosure in place of the existing open rack located in the admin storage area, the existing cabinetry will need to be removed in order to install new enclosure and components. EXCLUSIONS: electrical, painting, disposal of removed cabinets.	AMS.NET	16.00	\$125.00	\$2,000.00
20	<b>AMS-CI-CT-PW</b> Forest Grove ES IDF G Enclosure Install: AMS.NET will install (1) 2' Enclosure in the speech room below the attic space where the existing IDF is currently functioning, installation includes new enclosure extending the existing cabling via a consolidation point installed in the attic area, conduit chases to be installed for cable pathway. EXCLUSIONS: Electrical, AMS.NET is not responsible for the performance of existing cabling.	AMS.NET	24.00	\$125.00	\$3,000.00



**AMS.NET**  
Technology Solution Provider

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www.ams.net

21	<b>AMS-CI-PM-FOC</b> Labor: Project Manager - Cabling	AMS.NET	3.00	\$170.00	\$510.00
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### Shipping

22	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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### Order Summary

Subtotal	\$8,841.13
Adjustment	\$0.00
Estimated Taxes	\$291.46
<b>Total</b>	<b>\$9,132.59</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

DO/Yard Office - E-Rate 23 - SPURR - Switching - V2 - NON-ERATE

SMC-ER-028

Quote #	#Q-00042556
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/17/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-48 Port Switch</b>					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	1.00	\$4,421.30	\$4,421.30
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	1.00	\$780.90	\$780.90

<b>MS350-24 Port Switch</b>					
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	1.00	\$2,848.10	\$2,848.10
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	1.00	\$513.00	\$513.00

<b>MS390 - 48 Port Switch</b>					
5	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	1.00	\$5,695.80	\$5,695.80
6	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	1.00	\$1,326.60	\$1,326.60

7	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	1.00	\$572.00	\$572.00
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### Modules, Optics and Cables

8	<b>MA-CBL-TA-1M</b> Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	1.00	\$48.40	\$48.40
9	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	2.00	\$298.50	\$597.00
10	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	3.00	\$2,700.00	\$8,100.00
11	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	5.00	\$14.74	\$73.70

### Professional Services

12	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	3.00	\$500.00	\$1,500.00
13	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00

### AMS FREIGHT

14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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### Order Summary

Subtotal	\$28,176.80
Adjustment	\$0.00
Estimated Taxes	\$1,956.17
<b>Total</b>	<b>\$30,132.97</b>

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Community High School - E-Rate 23 - SPURR - Switching -  
 NON-ERATE

SMC-ER-028

Quote #	#Q-00042559
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/17/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-48 Port Switch</b>					
1	<b>MS350-48FP-HW</b> Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	Meraki, Inc.	1.00	\$4,421.30	\$4,421.30
2	<b>LIC-MS350-48FP-5YR</b> Meraki MS350-48FP Enterprise License	Cisco Systems Inc.	1.00	\$780.90	\$780.90

<b>MS350-24 Port Switch</b>					
3	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	4.00	\$2,848.10	\$11,392.40
4	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	4.00	\$513.00	\$2,052.00

<b>Modules, Optics and Cables</b>					
5	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	6.00	\$298.50	\$1,791.00
6	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00



7	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	7.00	\$14.74	\$103.18
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### Professional Services

8	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	5.00	\$500.00	\$2,500.00
9	<b>AMS-NI-PM-FOC</b> Labor: Project Manager	AMS.NET	10.00	\$170.00	\$1,700.00

### AMS FREIGHT

10	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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### Order Summary

Subtotal	\$27,440.78
Adjustment	\$0.00
Estimated Taxes	\$1,785.68
<b>Total</b>	<b>\$29,226.46</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

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7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

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10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

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11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
[www.ams.net](http://www.ams.net)

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

PGHS - E-Rate 23 - SPURR - Switching - V2 - NON-ERATE  
 SMC-ER-028

Quote #	#Q-00043233
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/25/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>MS350-24 Port Switch</b>					
1	<b>MS350-24X-HW</b> Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	1.00	\$2,848.10	\$2,848.10
2	<b>LIC-MS350-24X-5YR</b> Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	1.00	\$513.00	\$513.00

### MS390 - 48 Port Switch

3	<b>MS390-48UX-HW</b> Meraki MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	Cisco Systems Inc.	14.00	\$5,695.80	\$79,741.20
4	<b>LIC-MS390-48E-5Y</b> Meraki MS390 48-port Enterprise License and Support, 5 Year	Cisco Systems Inc.	14.00	\$1,326.60	\$18,572.40
5	<b>MA-MOD-4X10G</b> Meraki MS390 4x10GE Module	Meraki, Inc.	14.00	\$572.00	\$8,008.00

### Modules, Optics and Cables

6	<b>MA-SFP-10GB-LRM</b> Preliminary US GPL - Meraki 10G Base LRM	Cisco Systems Inc.	28.00	\$298.50	\$8,358.00
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7	<b>MA-SFP-10GB-ER</b> Meraki 10G Base ER Module	Cisco Systems Inc.	1.00	\$2,700.00	\$2,700.00
8	<b>LC2-SM-3M-ENC</b> LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	29.00	\$14.74	\$427.46

### Professional Services

9	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	15.00	\$500.00	\$7,500.00
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### AMS FREIGHT

10	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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### Order Summary

Subtotal	\$128,668.16
Adjustment	\$0.00
Estimated Taxes	\$8,932.24
<b>Total</b>	<b>\$137,600.40</b>

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3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

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C7 License: 763508

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

District Office - E-Rate 23 - SPURR - Wireless - NON-ERATE  
 SMC-ER-024

Quote #	#Q-00042265
Project #	90637
Modified	2/26/2020
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	5/10/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Wireless APs</b>					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	6.00	\$637.56	\$3,825.36
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	6.00	\$198.00	\$1,188.00

### Professional Services

3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	6.00	\$115.00	\$690.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	6.00	\$50.00	\$300.00

### AMS FREIGHT

5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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ACTION/DISCUSSION A

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

## Order Summary

Subtotal	\$6,003.36
Adjustment	\$0.00
Estimated Taxes	\$334.71
<b>Total</b>	<b>\$6,338.07</b>

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## Customer Price Quote

### Customer

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove CA, 93950-4900 US  
 ATTN: Jonathan Mejia

### Ship To

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900  
 ATTN: Jonathan Mejia

### Quote Description

Community High School - E-Rate 23 - SPURR - Wireless -  
 NON-ERATE

SMC-ER-024

Quote #	#Q-00042267
<b>Project #</b>	90637
<b>Modified</b>	2/26/2020
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Ken Falconitin
<b>IAM Phone</b>	(925) 245-6119
<b>IAM Email</b>	kfalconitin@ams.net
<b>Quote Exp.</b>	5/10/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Wireless APs</b>					
1	<b>MR45-HW</b> 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	20.00	\$637.56	\$12,751.20
2	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	20.00	\$198.00	\$3,960.00

### Professional Services

3	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	20.00	\$115.00	\$2,300.00
4	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	20.00	\$50.00	\$1,000.00

### AMS FREIGHT

5	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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[www.ams.net](http://www.ams.net)

## Order Summary

Subtotal	\$20,011.20
Adjustment	\$0.00
Estimated Taxes	\$1,115.73
<b>Total</b>	<b>\$21,126.93</b>

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## Mini-Bid Documentation for 2020-2021 Category Two SPURR Pacific Grove Unified School District

This document is intended as documentation of Pacific Grove Unified School District's mini-bid evaluation of networking and wireless networking options available under the SPURR consortium contracts awarded in 2019.

History: The District currently has a network consisting of H.P. switches and Meru wireless access points, all of which are beyond end-of life. None of that equipment was purchased with E-Rate funds. We began looking seriously at options for upgrading the network in July of 2019 in hopes of filing for funding for 2020-2021.

Our research included research online and discussions with other districts at monthly technology meetings through the Monterey County Office of Education. We also attended vendor booths and demonstrations at the California Education Technology Professionals Association (CETPA) Conference in Anaheim, California, in November.

After a review of several manufacturers including Cisco, Meraki, Extreme, Aruba, H.P., Ruckus, we eventually decided that Cisco was the most attractive option for the District. Their management system is a good fit for our limited staff, they offer a single platform for everything and were the most highly recommended platform by our peers in other districts. They also offer an excellent single solution cloud-based management system that is a great fit for our small limited technology staff.

Knowing that we would be using E-Rate funds to pay 40% of the cost of the network upgrade, we evaluated the cost-effectiveness of a Cisco Meraki solution against other vendors on the SPURR contract. We did not request multiple quotes, but based on a review of SPURR's pricing lists we concluded that Cisco's solution was the most attractive, even with the cost of eligible service being the most heavily weighted factor.

We then chose AMS.net as the service provider for that equipment because they are the only service provider that was awarded a SPURR contract for Cisco and Meraki after the 2019-2020 consortium bidding process. And, in accordance with that agreement, we also chose AMS.net for "ancillary services" in support of the installation of that equipment, including UPS's, racks, cables, cabling and wiring.

Although some Cisco hardware is slightly more expensive than some other manufacturers' products, we are confident that our selection is cost-effective and will provide the best value to both the District and USAC.

**SPURR Master Contracts (SMCs) for Telecommunications and Networking Services\***  
Version: February 6, 2020

ACTION/DISCUSSION A

SPURR Master Contract ID	RFP Issued	RFP Title	E-Rate Form 470	E-Rate Priority or Category	Service or Product Category	Service or Product Awarded	Awarded Vendor	Links to SMC files and ATO forms	Service Start Date	Category Two Non-recurring Services Earliest Start Date	Last date to submit orders (subject to extension)*
SMC-TN-035	11/27/18	Hosted Voice Over IP	N/A	N/A	Hosted VoIP	Cisco Collaboration Platform / Singlewire InformaCast	AMS.NET, Inc.	<a href="https://goo.gl/s5B69i">https://goo.gl/s5B69i</a>	3/1/19	N/A	6/30/22
SMC-TN-034	11/27/18	Hosted Voice Over IP	N/A	N/A	Hosted VoIP	AireSpring Platform	Datatel Solutions Inc.	<a href="https://goo.gl/m8Qu7y">https://goo.gl/m8Qu7y</a>	3/1/19	N/A	6/30/22
SMC-TN-033	11/27/18	Hosted Voice Over IP	N/A	N/A	Hosted VoIP	Fuze Platform	Roundstone Solutions Inc.	<a href="https://goo.gl/qd4h1u">https://goo.gl/qd4h1u</a>	3/1/19	N/A	6/30/22
SMC-TN-032	11/27/18	Hosted Voice Over IP	N/A	N/A	Hosted VoIP	101VOICE Platform	IT Management Corporation dba 101VOICE	<a href="https://goo.gl/Ex8FBM">https://goo.gl/Ex8FBM</a>	3/1/19	N/A	6/30/22
SMC-ER-031	11/2/16	VoIP Services and Equipment	170049301	1	VoIP Services	Cisco Unified Communications voice equip, and related Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs	AMS.NET, Inc.	<a href="https://goo.gl/MOIKoA">https://goo.gl/MOIKoA</a>	7/1/17	4/1/17	6/30/22
SMC-ER-030	11/2/16	VoIP Services and Equipment	170049301	1	VoIP Services	a. Avaya voice equip b. Extreme Networks voice equip c. Oracle Corporation voice equip d. Polycom voice equip e. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip	Carousel Industries, Inc.	<a href="https://goo.gl/b5Nijk">https://goo.gl/b5Nijk</a>	7/1/17	4/1/17	6/30/22
SMC-ER-029	11/2/16	VoIP Services and Equipment	170049301	1	VoIP Services	Interconnected VOIP Service	Jive Communications, Inc.	<a href="https://goo.gl/qVcbX3">https://goo.gl/qVcbX3</a>	7/1/17	4/1/17	6/30/22
SMC-ER-028	11/2/16	Network Infrastructure Equipment and Services	170049302	2	Networking Equipment, Cabling and Basic Maintenance of Internal Connections	a. Barracuda Networks equip b. Brocade Communications equip c. HP and Aruba Networks equip d. Cisco Systems and Meraki equip e. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip	AMS.NET, Inc.	<a href="https://goo.gl/sGcn6v">https://goo.gl/sGcn6v</a>	7/1/17	4/1/17	6/30/22
SMC-ER-027	11/2/16	Network Infrastructure Equipment and Services	170049302	2	Networking Equipment, Cabling and Basic Maintenance of Internal Connections	a. Avaya equip b. Extreme Networks equip c. F5 Networks equip d. Fortinet equip e. Juniper Networks equip f. Oracle Corporation equip g. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip	Carousel Industries, Inc.	<a href="https://goo.gl/wmy9Hw">https://goo.gl/wmy9Hw</a>	7/1/17	4/1/17	6/30/22
SMC-ER-026	11/2/16	Network Infrastructure Equipment and Services	170049302	2	Networking Equipment, Cabling and Basic Maintenance of Internal Connections	Palo Alto Networks equip and related Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs	CDW Government LLC	<a href="https://goo.gl/4Vf8zA">https://goo.gl/4Vf8zA</a>	7/1/17	4/1/17	6/30/22

**SPURR Master Contracts (SMCs) for Telecommunications and Networking Services\***  
Version: February 6, 2020

ACTION/DISCUSSION A

SPURR Master Contract ID	RFP Issued	RFP Title	E-Rate Form 470	E-Rate Priority or Category	Service or Product Category	Service or Product Awarded	Awarded Vendor	Links to SMC files and ATO forms	Service Start Date	Category Two Non-recurring Services Earliest Start Date	Last date to submit orders (subject to extension)*
SMC-ER-025	11/2/16	Network Infrastructure Equipment and Services	170049302	2	Networking Equipment, Cabling and Basic Maintenance of Internal Connections	Cachebox Web Caching equip and related Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs	GigaKOM, Inc.		7/1/17	4/1/17	Closed to new orders
SMC-ER-024	11/2/16	Wireless Networking Equipment	170049290	2	Wireless Networking Equipment, Network Wiring, Basic Maintenance of Internal Connections	a. Brocade Communications and Ruckus Wireless equip b. HP and Aruba Networks wireless equip c. Cisco Systems and Meraki wireless equip d. Aerohive wireless equip e. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip	AMS.NET, Inc.	<a href="https://goo.gl/lbV70b">https://goo.gl/lbV70b</a>	7/1/17	4/1/17	6/30/22
SMC-ER-023	11/2/16	Wireless Networking Equipment	170049290	2	Wireless Networking Equipment, Network Wiring, Basic Maintenance of Internal Connections	a. Avaya wireless equip b. Fortinet wireless equip c. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip	Carousel Industries, Inc.	<a href="https://goo.gl/Q4UVYK">https://goo.gl/Q4UVYK</a>	7/1/17	4/1/17	6/30/22
SMC-ER-022	11/2/16	Wireless Networking Equipment	170049290	2	Wireless Networking Equipment, Network Wiring, Basic Maintenance of Internal Connections	Samsung wireless equip, and related Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs	Samsung Electronics America	<a href="https://goo.gl/mfxequ">https://goo.gl/mfxequ</a>	7/1/17	4/1/17	6/30/2020 [incorrectly marked as closed in prior list]
SMC-ER-021	10/16/14	Managed Internal Broadband Services	625490001244106	2	Managed Internal Broadband Services	Vendor Owned & Operated Xirrus WAN and WiFi Equip, Install & Support Services	Digital Networks Group, Inc.		7/1/15		Closed to new orders
SMC-ER-020	10/16/14	Managed Internal Broadband Services	625490001244106	2	Managed Internal Broadband Services	Vendor Owned & Operated Cisco WAN and WiFi Equip, Install & Support Services	Dimension Data		7/1/15		Closed to new orders
SMC-ER-019	10/16/14	Managed Internal Broadband Services	625490001244106	2	Managed Internal Broadband Services	Vendor Owned & Operated Meraki WAN and WiFi Equip, Install & Support Services	Dimension Data		7/1/15		Closed to new orders
SMC-ER-018	10/16/14	Managed Internal Broadband Services	625490001244106	2	Managed Internal Broadband Services	Customer Owned Cisco Equip, Managed WAN as a Service (MWaaS)	Dimension Data		7/1/15		Closed to new orders
SMC-ER-017	10/16/14	Managed Internal Broadband Services	625490001244106	2	Managed Internal Broadband Services	Customer Owned Cisco Equip, Managed WiFi as a Service (MWFaaS)	AMS.NET, Inc.		7/1/15		Closed to new orders
SMC-ER-016	10/16/14	Managed Internal Broadband Services	625490001244106	2	Managed Internal Broadband Services	Customer Owned Meraki Equip, Managed WiFi as a Service (MWFaaS)	AMS.NET, Inc.		7/1/15		Closed to new orders
SMC-ER-015	10/16/14	Managed Internal Broadband Services	625490001244106	2	Managed Internal Broadband Services	Customer Owned Ruckus Equip, Managed WiFi as a Service (MWFaaS)	AMS.NET, Inc.		7/1/15		Closed to new orders
SMC-ER-014	1/9/13	Ruckus Wireless Equip & Maint	367740001119055	2	Internal Connections; Basic Maint of Internal Connections	1. Ruckus Wireless Equip, excluding the SmartCell Gateway line of products 2. Basic Maint of Ruckus Wireless Equip, excluding the SmartCell Gateway line of products 3. Network infrastructure cabling and wiring Equip and installation services	AMS.NET, Inc.		7/1/13		Closed to new orders
SMC-ER-012	10/14/11	Network Infrastructure & Equip	600940000936942	2	Internal Connections; Basic Maint of Internal Connections	1. Fortinet Networking (Equip & Basic Maint) 2. F5 Networking (Equip & Basic Maint) 3. Acme Packet Networking (Equip & Basic Maint) 4. Extreme Networks Networking (Equip & Basic Maint) 5. Phylbridge Networks Networking (Equip & Basic Maint) 6. Aruba Wireless Networking (Equip & Basic Maint) 7. Meru Wireless Networking (Equip & Basic Maint) 8. Polycom Networking (Equip & Basic Maint)	Carousel Industries, Inc.		7/1/12		Closed to new orders
SMC-ER-011	10/14/11	Network Infrastructure & Equip	600940000936942	2	Internal Connections; Basic Maint of Internal Connections	1. Cisco Networking (Equip & Basic Maint) 2. Internal Wiring and Cabling Services (Products & Installation)	AMS.NET, Inc.		7/1/12		Closed to new orders
SMC-ER-009	10/14/11	VOIP Components	983080000936948	2	Internal Connections; Basic Maint of Internal Connections	Avaya VOIP (Equip & Basic Maint)	Carousel Industries, Inc.		7/1/12		Closed to new orders
SMC-ER-008	10/14/11	VOIP Components	983080000936948	2	Internal Connections; Basic Maint of Internal Connections	Cisco VOIP (Equip & Basic Maint)	AMS.NET, Inc.		7/1/12		Closed to new orders
SMC-ER-007	10/14/11	Interconnected VOIP	596560000936929	1	Internet Access; Telecommunications Services	Jive Interconnected VOIP	Jive Communications, Inc.		7/1/12		Closed to new orders
SMC-ER-013	10/14/11	Network Infrastructure & Equip	600940000936942	2	Internal Connections; Basic Maint of Internal Connections	HP Networking (Equip & Basic Maint)	GigaKOM, Inc.		7/1/12		Closed to new orders

**SPURR Master Contracts (SMCs) for Telecommunications and Networking Services\***  
Version: February 6, 2020

ACTION/DISCUSSION A

SPURR Master Contract ID	RFP Issued	RFP Title	E-Rate Form 470	E-Rate Priority or Category	Service or Product Category	Service or Product Awarded	Awarded Vendor	Links to SMC files and ATO forms	Service Start Date	Category Two Non-recurring Services Earliest Start Date	Last date to submit orders (subject to extension)*
SMC-ER-018	10/14/11	VOIP Components	98308000936948	2	Internal Connections; Basic Maint of Internal Connections	ShoreTel VOIP (Equip & Basic Maint)	GigaKOM, Inc.		7/1/12		Closed to new orders
SMC-ER-006	9/23/10	Virtualization of Data/VOIP Infrastructure	520190000857829	2	Internal Connections; Basic Maint of Internal Connections	Virtualization of Data/VOIP Infrastructure (Equip & Basic Maint)	AMS.NET, Inc.		7/1/11		Closed to new orders
SMC-ER-005	9/24/09	E-Rate Eligible Services	786200000767115	2	Internal Connections; Basic Maint of Internal Connections	1. SUN Microsystems SAN Solutions (Equip) 2. Iron Systems DHCP Servers (Equip) 3. VIP PBX Equip (Equip) 4. 3COM Routers, Switches & VOIP Components (Equip & Basic Maint)	VIP Tone, Inc.		7/1/10		Closed to new orders
SMC-ER-004	9/24/09	E-Rate Eligible Services	786200000767115	2	Internal Connections; Basic Maint of Internal Connections	1. Cisco Networking, Non-VOIP (Equip & Basic Maint) 2. Cisco SmartNet Maint, Non-VOIP (Basic Maint) 3. HP Networking (Equip & Basic Maint) 4. LAN Maint (Basic Maint) 5. AXIS Video Components (Equip) 6. APC Data Protection, in connection with a bundled purchase (Equip)	GigaKOM, Inc.		7/1/10		Closed to new orders
SMC-ER-003	9/24/09	E-Rate Eligible Services	643530000767037	1	Internet Access	Student E-Mail and Web Hosting Services	Gaggle.Net, Inc.		7/1/10		Closed to new orders
SMC-ER-002	9/24/09	E-Rate Eligible Services	643530000767037	1	Internet Access; Telecommunications Services	CallTower Interconnected VOIP	CallTower, Inc.		7/1/10		Closed to new orders
SMC-ER-001	9/24/09	E-Rate Eligible Services	786200000767115	2	Internal Connections; Basic Maint of Internal Connections	Cisco VOIP (Internal Connections & Basic Maint)	AMS.NET, Inc.		7/1/10		Closed to new orders



**AMS.NET**  
Technology Solution Provider

## SPURR PROCUREMENT

### SPURR Master Contract

One of the procurement options available to AMS.NET public sector customers who are SPURR members is the SPURR Master Contract. SPURR Programs range from natural gas and electricity to voice, data and telecom services. AMS.NET customers who utilize SPURR's voice and data program can purchase technology at fair and reasonable prices without having to complete an RFP or an E-Rate Form 470.

#### California SPURR Program

##### Networking, Internal Connections:

Priority Two Form 470 ID's: 170049302, SPURR Master Contract: SMC-ER-028

##### **Products/Manufacturers:**

Barracuda Network

Brocade Communications

Cisco Systems and Meraki

HP and Aruba Networks

Structured Cabling

AMS.NET Professional Services

##### Wireless Networking, Internal Connections:

Priority Two Form 470 ID's: 170049290, SPURR Master Contract: SMC-ER-024

##### **Products/Manufacturers:**

Brocade Communications

Ruckus Wireless

HP and Aruba Network Wireless

Cisco Systems and Meraki Networks Wireless

Aerohive Wireless

Structured Cabling

AMS.NET Professional Services

##### Unified Communications (Voice), Internal Connections:

SPURR Master Contract: SMC-ER-031- Not E-Rate Eligible

##### **Products/Manufacturers:**

Cisco Voice and Cisco UCS

Cisco Unified Communications (Hardware, Software, and Subscription)

Cisco One (Hardware & Software)

Cisco Services and SMARTnet

SingleWire

APC and Tripplite UPS's

Structured Cabling

AMS.NET Professional Services

##### Hosted Unified Communications (Voice): SPURR Master Contract: SMC-TN-035- Not E-Rate Eligible

##### **Products/Manufacturers:**

Cisco Hosted Collaboration Platform

Singlewire InformaCast



**AMS.NET**  
Technology Solution Provider

## SPURR PROCUREMENT

### SPURR Master Contract Program

#### To Order:

1. Only SPURR members can reference the SPURR Form 470 and purchase using this SPURR Program. Districts must be SPURR members prior to filing of the Districts' Form 471. School Districts can join SPURR, without cost, by signing SPURR's Joint Powers Agreement.
2. Once you confirm you are a SPURR member, reference SPURR's E-Rate Form 470 (either Priority One or Priority Two) on Block 5 of the corresponding E-Rate Form 471. Participant is responsible for completing all E-Rate forms and documents, other than the Form 470s filed by SPURR in connection with the SPURR RFP.
3. Complete the SPURR Authorization to Order (ATO) Under SPURR Master Contract. A fully executed ATO must be presented to and accepted by SPURR no later than thirty (30) days after participant and vendor reach agreement on quantities and delivery terms for Services.
4. Participant to submit completed ATO to SPURR via overnight delivery to 1430 Willow Pass Road, Suite 240, Concord, CA 94520, by fax to 925-743-1014 or scan and email to [erate@spurr.org](mailto:erate@spurr.org). SPURR will send a copy of accepted ATO to participant and vendor.
5. AMS.NET will process the order and invoice participant directly. AMS.NET will submit copies of each invoice to SPURR.

#### Contract Description

The School Project for Utility Rate Reduction ("SPURR") is a Joint Powers of Authority formed in 1989 by California public school districts, county office of education, and community college districts pursuant to California Government Code Sections 6500-6536. Programs include Natural Gas, Electricity, Renewable Energy, Voice and Data Services, Telecom and more. SPURR and AMS.NET have entered into a SPURR Master Contract for specified networking, wireless, managed WiFi as a service, VoIP products, power solutions, structured wiring and professional services. Products such as switches, routers/voice gateways, wireless networking, power solutions, structured wiring and more can be purchased using this contract. Participants utilize SPURR's E-Rate RFP and Form 470. Participants benefit from aggregated procurement transactions to obtain the best available pricing without having to post their own RFP and Form 470.

#### For More Information

SPURR- The Utilities JPA of California Public Schools  
Phone: 925-743-1292  
Email: [erate@spurr.org](mailto:erate@spurr.org)  
Web: [www.spurr.org](http://www.spurr.org)

AMS.NET Contract Contact  
Thomas Vasconi, Director of Sales  
Phone: 925-245-6128  
Email: [tvasconi@ams.net](mailto:tvasconi@ams.net)



**AMS.NET**  
Technology Solution Provider

## Procure Common Core and Wi-Fi Technology at a Discount with SPURR's Master Contract

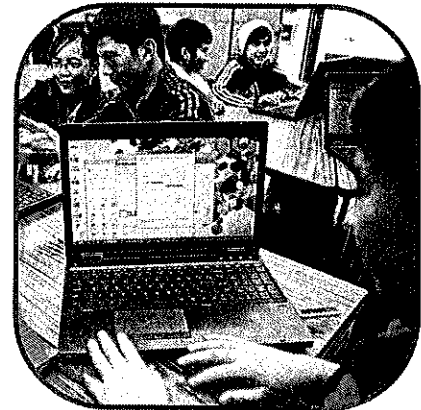
Quickly acquire technology to support Common Core and Wi-Fi objectives by leveraging the SPURR Master Contract. The SPURR (School Project for Utility Rate Reduction) program has selected AMS.NET as a SMC vendor to provide Network Infrastructure, Wireless Infrastructure, VoIP and Wi-Fi E-Rate eligible products and services to California public school districts, county offices of education and community colleges. Not only can you procure technology at a great value, you can save time and resources by leveraging SPURR's procurement legwork including RFPs, evaluations and contracts. Piggyback on SPURR's Master Contracts outside of E-Rate or utilize SPURR's 470 and 28-day bid process for your E-Rate process.

### Discounted Products *(varies by manufacturer and product line):*

- ▶ Switches, Routers/Voice Gateways (Cisco, Meraki, Barracuda, Brocade, HP/Aruba)
- ▶ Wireless Networking (Cisco, Meraki, Ruckus, Aerohive)
- ▶ Managed WiFi as a Service (MWFaaS) (Cisco, Meraki, Ruckus)
- ▶ Cisco VoIP/Collaboration
- ▶ Cisco Unified Contact Center
- ▶ Power Solutions
- ▶ Structured Cabling
- ▶ AMS.NET Professional Services

To take advantage of this contract, simply sign up for the free SPURR membership, contact AMS.NET to discuss your requirements, execute SPURR's Authorization to Order form and submit to SPURR for approval. SPURR members can reference SPURR's Form 470. SPURR membership is free to any California K-12 District or County Office of Education. Districts who are not members of SPURR can adopt SPURR's bidding process and master contract to save time and to receive the discounted pricing, but will need to file their own Form 470. The SPURR contract is a legal and proven procurement method that saves time and money!

## SPURR MASTER CONTRACT



- ▶ Quickly acquire technology to support Common Core and Wi-Fi objectives
- ▶ Simplified procurement process. Reference SPURR's Form 470 & 28-day bid process
- ▶ Technology at discounted prices
- ▶ Streamline bid process to focus on faculty and students
- ▶ Experienced E-Rate vendor
- ▶ Trusted technology advisor

### SPURR Master Contracts

Networking, Internal Connections:  
470 ID# 170049302

Wireless Networking, Internal Connections:  
470 ID# 170049290

Managed WiFi as a Service (MWFaaS)-  
470 ID#625490001244106

Cisco Unified Communications, Telecommunications,  
- Not E-Rate Eligible

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800-893-3660

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

**SUBJECT:** Contract with Panish, Shea & Boyle and Baron & Budd for Representation of the District in the JUUL Litigation

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract with Panish, Shea & Boyle and Baron & Budd for representation of the District in the JUUL litigation.

**BACKGROUND:**

On October 29, 2019, Los Angeles Unified School District filed a cost recovery action against JUUL Labs, Inc., seeking cost recovery for and abatement of the JUUL vaping crisis that has overwhelmed schools across the state of California and the nation. Los Angeles Unified is the second largest district in the nation, and on October 29th, the district was the largest district in the nation to have filed and the first in California.

Panish Shea & Boyle and Baron & Budd, P.C. represent Los Angeles Unified alongside its General Counsel. The outside firms are retained on a contingency basis and advance all litigation costs, removing all financial risk from the district. The two firms comprise a team of the best trial and public entity lawyers in California.

**INFORMATION:**

Each district can choose which venue to file its action. The Judicial Council of California has ordered all JUUL suits, once filed, to be coordinated into one Judicial Council Coordinated Proceeding, in which outside counsel will seek court-appointment as Co-Leads for School Districts and Public Entities. Panish Shea & Boyle and Baron & Budd have a long history of court-appointed leadership. This will establish a separate leadership and litigation track, the importance of which should not be underestimated.

Outside counsel specializes in representing multiple public entities as plaintiffs in complex litigation. Several tools help organize the multiple plaintiffs and help maintain open and clear lines of communication throughout the litigation. Several tools have been used to some success: Joint Prosecution Agreements, List Serve Email Group, Regularly Scheduled Calls, Brown Act and Closed Session Coordination, Public Messaging Coordination, Pro-Rata Cost Sharing of Litigation Expenses. Through collaboration with regional and statewide coalitions, public entities maximize leverage against multi-billion dollar for-profit corporations.

**FISCAL IMPACT:**

None.

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*Exempt from Filing Fees per  
Gov't Code Section 6103*

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*Attorneys for Plaintiff Pacific Grove Unified School District*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF MONTEREY**

PACIFIC GROVE UNIFIED SCHOOL DISTRICT, a unified school district organized and operating pursuant to the laws of the State of California;	)	Case No.:
	)	<b>COMPLA</b>

Plaintiff,  
v.

JUUL LABS, INC., f/k/a PAX Labs, Inc. and  
PAX Labs Inc.,

Defendants.

**COMPLAINT FOR DAMAGES:**

- 1. Public Nuisance**
- 2. Strict Liability – Design Defect**
- 3. Strict Liability – Failure to Warn**
- 4. Negligence**

## DEMAND FOR A JURY TRIAL

1 Plaintiff PACIFIC GROVE UNIFIED SCHOOL DISTRICT (“Plaintiff,” “PGUSD,” or  
 2 “District”) hereby brings the following complaint for damages against JUUL Labs, Inc., f/k/a PAX Labs,  
 3 Inc. (collectively, “JUUL” or “Defendants”), as a result of the injuries and damage it sustained as a result  
 4 of the JUUL youth vaping crisis.

### 5 **INTRODUCTION**

6 1. One of the great public health success stories over the past decade has been a reduction  
 7 in youth tobacco use and in nicotine addiction. Youth smoking rates plummeted from 28% in 2000 to  
 8 7.6% in 2017.<sup>1</sup> This success has been the result of years of litigation and strict regulation. It is also due  
 9 to a public health message that Big Tobacco can no longer dispute or contradict, and which is simple,  
 10 stark, and effective: smoking kills.

11 2. This incredible progress towards eliminating youth tobacco use has now largely been  
 12 reversed due to JUUL’s e-cigarette products and vaping. Between 2011 and 2015, e-cigarette use among  
 13 high school and middle school students increased 900%.<sup>2</sup> Between 2017 and 2018, e-cigarette use  
 14 increased 78% among high school students, from 11.7% of high school students in 2017 to 20.8% of  
 15 high schoolers in 2018.<sup>3</sup> Among middle school students, e-cigarette use increased 48% between 2017  
 16 and 2018.<sup>4</sup> In 2018, 4.9 million middle and high school students used tobacco products, with 3.6 million  
 17 of those students using e-cigarettes.<sup>5</sup> Between 2017 and 2018, the number of youth e-cigarette users  
 18 increased by 1.5 million.<sup>6</sup>

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21 <sup>1</sup> Meredith Berkman, Testimony of Meredith Berkman, Parents Against Vaping E-cigarettes, U.S.  
 22 House Committee on Oversight & Reform (July 24, 2019),  
<https://oversight.house.gov/sites/democrats.oversight.house.gov/files/2019.07.24%20BerkmanPAVe%20Testimony.pdf>.

23 <sup>2</sup> Jerome Adams, Surgeon General’s Advisory on E-cigarette Use Among Youth, Ctrs. for Disease  
 24 Control & Prevention (Dec. 2018), <https://e-cigarettes.surgeongeneral.gov/documents/surgeon-generals-advisory-on-ecigarette-use-among-youth-2018.pdf>.

25 <sup>3</sup> *Id.*

26 <sup>4</sup> 2018 NYTS Data: A startling rise in youth e-cigarette use, U.S. Food & Drug Admin. (Feb. 2, 2019),  
<https://www.fda.gov/tobacco-products/youth-and-tobacco/2018-nyts-data-startling-rise-youth-e-cigarette-use>.

27 <sup>5</sup> *Id.*

28 <sup>6</sup> *Id.*

3. Consistent with this trend, students in PGUSD are vaping at high rates, which continue to climb. An estimated 15-25% of students are vaping on campus, and it is estimated that a minimum of 50% of the students who vape are addicted to the products. These numbers dramatically underestimate the total incidence of vaping and e-cigarette use on campus, as they reflect only critical incidents reported by principals.

4. According to the Centers for Disease Control and Prevention (“CDC”) Director Robert Redfield, “The skyrocketing growth of young people’s e-cigarette use over the past year threatens to erase progress made in reducing tobacco use. It’s putting a new generation at risk for nicotine addiction.”<sup>7</sup> The U.S. Food and Drug Administration (“FDA”) Commissioner Scott Gottlieb described the statistics related to youth vaping as “astonishing” and both the FDA and the U.S. Surgeon General have appropriately characterized youth vaping as an “epidemic.”<sup>8</sup> The National Institute on Drug Abuse found that the 2018 spike in nicotine vaping was the largest for any substance recorded in 44 years, and the Secretary of the U.S. Department of Health and Human Services declared that “[w]e have never seen use of any substance by America’s young people rise as rapidly as e-cigarette use [is rising].”<sup>9</sup>

5. A major cause of this epidemic is JUUL Labs, Inc., the maker of the JUUL e-cigarette. JUUL entered the e-cigarette market in 2015 and now controls over 70% of it.<sup>10</sup> Over a million JUUL

<sup>7</sup> Texas governor signs law increasing the age to buy tobacco products to 21, CNN (June 8, 2019), [https://m.cnn.com/en/article/h\\_b4cf0b92fd821251a4ae48df9b717145](https://m.cnn.com/en/article/h_b4cf0b92fd821251a4ae48df9b717145).

<sup>8</sup> Angelica LaVito, FDA chief Gottlieb threatens to pull e-cigarettes off market if ‘astonishing’ surge in teen use doesn’t slow, CNBC (Nov. 16, 2018), <https://www.cnbc.com/2018/11/16/fda-chief-gottlieb-threatens-to-pull-e-cigarettes-off-market.html> ; Jayne O’Donnell, FDA declares youth vaping an epidemic, announces investigation, new enforcement, USA Today (Sept. 12, 2018), <https://www.usatoday.com/story/news/politics/2018/09/12/fdascott-gottlieb-youth-vaping-e-cigarettes-epidemic-enforcement/1266923002/>.

<sup>9</sup> Jan Hoffman, Study Shows Big Rise in Teen Vaping This Year, N.Y. Times (Dec. 17, 2018), <https://www.nytimes.com/2018/12/17/health/ecigarettes-teens-nicotine-.html> ; Rajiv Bahl, Teen Use of Flavored Tobacco was Down, But E-Cigarettes Are Bringing It Back Up, Healthline (Jan. 9, 2019), <https://www.healthline.com/health-news/flavored-tobacco-use-rising-again-among-teens>.

<sup>10</sup> Richard Craver, Juul ends 2018 with 76 percent market share, Winston-Salem J. (Jan. 8, 2019), [https://www.journalnow.com/business/juul-ends-with-percent-market-share/article\\_6f50f427-19ec-50be-8b0c-d3df18d08759.html](https://www.journalnow.com/business/juul-ends-with-percent-market-share/article_6f50f427-19ec-50be-8b0c-d3df18d08759.html).

e-cigarettes were sold between 2015 and 2017.<sup>11</sup> In 2017, JUUL generated over \$224 million in retail sales, a 621% year-over-year increase.<sup>12</sup> By June 2018, sales had skyrocketed another 783%, reaching \$942.6 million.<sup>13</sup> The e-cigarette category as a whole grew 97% to \$1.96 billion in the same period, largely based on JUUL's market success.<sup>14</sup> JUUL's dominance of the e-cigarette market has been so rapid, and so complete, that the act of vaping is now often referred to as "juuling."

6. JUUL's market dominance has attracted the attention of government regulators, including the FDA. On February 24, 2018, the FDA sent a letter to JUUL expressing concern about the popularity of its products among youth and demanding that JUUL produce documents regarding its marketing practices.<sup>15</sup> On September 12, 2018, the FDA sent letters to JUUL and other e-cigarette manufacturers putting them on notice that their products were being used by youth at disturbing rates.<sup>16</sup> In October 2018, the FDA raided JUUL's headquarters and seized more than a thousand documents relating to JUUL's sales and marketing practices.<sup>17</sup> As of October 2019, the FDA, the Federal Trade Commission, multiple state attorneys general, and the U.S. House of Representatives Committee on Oversight and Reform have all commenced investigations into JUUL's role in the youth vaping epidemic and whether JUUL's marketing practices purposefully targeted youth.

7. JUUL now insists it never marketed to young people. This assertion is patently false. JUUL has compelled a generation of youth, who were never cigarette smokers, into nicotine addiction

<sup>11</sup> Melia Robinson, How a startup behind the 'iPhone of vaporizers' reinvented the e-cigarette and generated \$224 million in sales in a year, Bus. Insider (Nov. 21, 2017),

<https://www.businessinsider.my/juul-e-cigarette-one-million-units-sold-2017-11/>.

<sup>12</sup> *Id.*

<sup>13</sup> Angelica LaVito, Popular e-cigarette Juul's sales have surged almost 800 percent over the past year, CNBC Health & Sci. (Sept. 11, 2018), <https://www.cnbc.com/2018/07/02/juul-e-cigarette-sales-have-surged-over-the-past-year.html>.

<sup>14</sup> *Id.*

<sup>15</sup> Matthew Holman, Letter from Director of Office of Science, Center for Tobacco Products, to Zaid Rouag, at JUUL Labs, Inc., U.S. Food & Drug Admin. (Apr. 14, 2018),

<https://www.fda.gov/media/112339/download>.

<sup>16</sup> Letter From US FDA to Kevin Burns, U.S. Food & Drug Admin. (Sept. 12, 2018),

<https://www.fda.gov/media/119669/download>.

<sup>17</sup> Laurie McGinley, FDA seizes Juul e-cigarette documents in surprise inspection of headquarters, Wash. Post (Oct. 2, 2018), <https://www.washingtonpost.com/health/2018/10/02/fda-seizes-juul-e-cigarette-documents-surprise-inspection-headquarters/>.

1 and put them at risk for severe lung injury and/or other health harms resulting from aerosol inhalation.  
2 JUUL is working to maintain JUUL's record-breaking sales and market dominance—which would not  
3 be possible if the customer base was truly only adults looking to quit smoking, or for a purported  
4 healthier alternative to smoking.

5 8. In fact, JUUL does not have a legitimate basis to claim that its product is healthier than  
6 cigarettes. On September 9, 2019, the FDA warned JUUL that it has violated federal law by making  
7 unauthorized representations that JUUL products are safer than cigarettes.<sup>18</sup>

8 9. PGUSD has already taken actions to reduce tobacco use among its students—but now it  
9 must address the new epidemic of youth vaping.

### 10 **PARTIES**

11 10. Plaintiff Pacific Grove Unified School District is a unified school district organized and  
12 operating pursuant to the laws of the State of California. PGUSD serves more than 2,050 students in  
13 Monterey County.

14 11. Defendant JUUL Labs, Inc., f/k/a PAX Labs, Inc. is a Delaware corporation. Its principal  
15 place of business is in San Francisco, California. JUUL manufactures, designs, sells, markets,  
16 promotes, and distributes JUUL e-cigarettes, JUULpods and accessories.

17 12. PAX Labs, Inc., is a Delaware Corporation. Its principal place of business is in San  
18 Francisco, California. PAX Labs, Inc.'s current website says it was founded in 2017. For much of the  
19 relevant time period and until at least 2017, PAX Labs, Inc. and JUUL operated as the same company.  
20 During that time, JUUL manufactured, designed, sold, marketed, promoted, and distributed JUUL e-  
21 cigarettes, JUULpods, and accessories as a part of PAX Labs, Inc.

### 22 **JURISDICTION AND VENUE**

23 13. This Court has subject-matter jurisdiction over this action pursuant to California  
24 Constitution, Article VI, §10, and under California Code of Civil Procedure Section 410.10.

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26  
27 <sup>18</sup> Juul Labs, Inc. Warning Letter, U.S. Food and Drug Admin. (Sept. 9, 2019),  
28 <https://www.fda.gov/inspectionscompliance-enforcement-and-criminal-investigations/warning-letters/juul-labs-inc-590950-09092019>.

14. The Court has jurisdiction over Defendants because Defendants have their principal places of business in California. Each of the Defendants intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with the traditional notions of fair play and substantial justice.

15. Venue in Monterey County is proper as Defendants have their principal place of business in California and a substantial part of the events, acts, omissions, and transactions complained of herein occurred in this County.

### **FACTUAL ALLEGATIONS**

#### **A. Following Big Tobacco's lead**

16. JUUL was founded by Adam Bowen and James Monsees. The company's beginnings can be traced to the pair's collaboration on a product design master's thesis when they were graduate students at Stanford University in 2004—Monsees completing a Master of Fine Arts in Product Design, and Bowen a Master of Science in Mechanical Engineering in Product Design.<sup>19</sup> Their proposed product? A better cigarette.

17. Monsees has described the cigarette as “the most successful consumer product of all time . . . an amazing product.”<sup>20</sup> But years of anti-smoking campaigns have successfully denormalized cigarette smoking. As part of their product design research, Monsees and Bowen interviewed smokers who talked about feeling self-conscious of the signs of smoking, for example, coming back into a room after a smoke break and smelling like smoke, or having their hands smell like cigarettes even after washing them multiple times.<sup>21</sup> They ended their presentation with a clip from an episode of South Park, a satirical cartoon, showing the characters assembled at the Museum of Tolerance and shaming a

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<sup>19</sup> Allison Keeley, Vice Made Nice?, Stanford Mag., (Aug. 2012), <https://stanfordmag.org/contents/vice-made-nice>.

<sup>20</sup> Gabriel Montoya, Pax Labs: Origins with James Monsees, Social Underground, <https://socialunderground.com/2015/01/pax-ploom-origins-future-james-monsees/> (last visited Sept. 7, 2019).

<sup>21</sup> Jordan Crook, This is the Stanford thesis presentation that launched Juul, Tech Crunch (Feb. 27, 2019), <https://techcrunch.com/2019/02/27/this-is-the-stanford-thesis-presentation-that-launched-juul/>.

1 smoker.<sup>22</sup> Monsees and Bowen set out to “deliver[] solutions that refresh the magic and luxury of the  
2 tobacco category” and recreate the lost “ritual and elegance that smoking once exemplified.”<sup>23</sup>

3 18. Essentially, Monsees and Bowen saw a market opportunity in a generation of consumers  
4 brought up on anti-smoking norms. In Monsees’ words, they wanted to redesign the cigarette “to meet  
5 the needs of people who want to enjoy tobacco but don’t self-identify with—or don’t necessarily want  
6 to be associated with—cigarettes.”<sup>24</sup> Monsees saw “a huge opportunity for products that speak directly  
7 to those consumers who aren’t perfectly aligned with traditional tobacco products.”<sup>25</sup>

8 19. At one point during their thesis presentation, Monsees states, “The cigarette is actually a  
9 carefully engineered product for nicotine delivery and addiction.”<sup>26</sup> This description applies just as well  
10 to the product he and Bowen would launch a decade later—JUUL.

11 20. The outcome of Monsees and Bowen’s thesis project was a “heat-not-burn” e-cigarette,  
12 which uses loose-leaf tobacco. The device heated tobacco contained in pods to a constant temperature,  
13 vaporizing nicotine and flavor without burning the materials or producing smoke.

14 21. After graduation, Bowen and Monsees worked on bringing their thesis project to the  
15 market, incorporating under the name Ploom in 2007. In those early years, they spent a lot of time talking  
16 about what Bowen called “the kind of typical thoughts of evil Big Tobacco companies like coming down  
17 and squashing you.”<sup>27</sup> But ultimately, that “was not really an issue.”<sup>28</sup> In fact, not only did Big Tobacco  
18 not squash them, but the opposite. Although Bowen and Monsees characterized their products as aimed  
19 toward consumers not aligned with traditional tobacco products, they themselves have aligned with Big  
20 Tobacco on at least two occasions: first, with Japan Tobacco and then with JUUL.

21 22. In 2010, Ploom launched its e-cigarette as the ModelOne, using pods of loose-leaf  
22 tobacco heated by butane. It did not catch on. Ploom only sold a few thousand units. By then a company

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23 <sup>22</sup> *Id.*

24 <sup>23</sup> Onboardly Interview with Ploom Cofounder and CEO James Monsees, Pax.com (Apr. 30, 2014),  
25 <https://www.pax.com/blogs/press/onboardly>.

26 <sup>24</sup> *Id.*

27 <sup>25</sup> *Id.*

28 <sup>26</sup> *See supra* note 20

<sup>27</sup> Keeley, *supra* note 18.

<sup>28</sup> *Id.*

1 with a dozen employees, Ploom was faltering, in need of money, technological expertise, and marketing  
2 savvy.<sup>29</sup>

3 23. Help came from Japan Tobacco International (“JTI”), a division of Japan Tobacco Inc.,  
4 the fourth-largest tobacco company in the world. In December 2011, JTI and Ploom entered into a  
5 strategic agreement, which gave JTI a minority stake in Ploom and made it a strategic partner. In a  
6 statement regarding the agreement, Monsees said, “We are very pleased to partner with JTI as their deep  
7 expertise, global distribution networks and capital resources will enable us to enter our next phase of  
8 growth and capitalize on global expansion opportunities.”<sup>30</sup> As Bowen explained in an interview, “We  
9 were still doing a lot of our own internal product development, but now we had access to floors of  
10 scientists at JTI.”

11 24. In 2012, Ploom unveiled the PAX, a loose-leaf vaporizer that didn’t use pods, but which  
12 was much more successful. The following year, Ploom combined elements of the PAX with the pod  
13 system as the ModelTwo. Although consumers were enthusiastic about both the PAX and the  
14 ModelTwo, the products were limited to a small, high-end market. The PAX, for example, retailed for  
15 \$250 when it was first marketed. But, as one of Ploom’s investors remarked in 2014, “The company is  
16 going to invade the bigger, lower-end market now dominated by e-cigarettes.” He explained that Ploom  
17 had “lots of products in the works” and that “we know we need something cheaper than PAX to go after  
18 the mass market. There are still huge opportunities out there.”<sup>31</sup>

19 25. In February 2015, Ploom and JTI ended their relationship, with Ploom buying back JTI’s  
20 minority stake in the business. JTI acquired the ModelTwo and pods product line, as well as the Ploom  
21 name, while Ploom kept its open-system PAX vaporizer and changed its name to PAX Labs Inc.  
22 Monsees characterized the partnership as having “afforded both parties many mutual benefits,” but said  
23

24 <sup>29</sup> David H. Freedman, How Do You Sell a Product When You Can't Really Say What It Does?,  
25 Inc.com, <http://area51.thedct.net/project102-startupdhaka/business/how-do-you-sell-a-product-when-you-cant-really-say-what-it-does/> (accessed Oct. 22, 2019).

26 <sup>30</sup> Innovative Partnership for Ploom and Japan Tobacco International JTI to Take Minority Share in  
27 Ploom, Japan Tobacco Int’l, <https://www.jti.com/our-views/newsroom/innovative-partnership-ploom-and-japan-tobacco-international-jti-take-minority> (accessed Oct. 22, 2019).

28 <sup>31</sup> Freedman, supra note 28.

1 that the new arrangement would “fuel continued growth” and that PAX intended “rapid rollouts of new  
2 products.”<sup>32</sup>

3 26. PAX made good on its promise of new products and invading the bigger, lower-end  
4 market. As discussed further below, PAX launched the JUUL in June 2015 with a well-publicized launch  
5 party in New York City and a viral social media marketing campaign.

6 27. The company renamed itself JUUL Labs, Inc. in 2017.

7 28. By the close of 2017, according to Nielsen data, JUUL had surpassed its competitors in  
8 capturing 32.9 percent of the e-cigarette market. The total e-cigarette market itself expanded 40 percent  
9 to \$1.16 billion.<sup>33</sup>

10 29. In 2018, JUUL’s gross profit margins were 70%<sup>34</sup> and it represented 76.1% of the  
11 national e-cigarette market.<sup>35</sup> In a complaint it filed in November 2018 against 24 vape companies for  
12 alleged patent infringement, JUUL asserted that it was “now responsible for over 95% of the growth in  
13 the ENDS pod refill market in the United States” and included the following chart:<sup>36</sup>

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20  
21 <sup>32</sup> JTI to Acquire Ploom Product Line, Convenient Store News (Feb. 16, 2015), <https://csnews.com/jti-acquire-ploom-product-line>.

22 <sup>33</sup> Ari Levy, E-cigarette maker Juul is raising \$150 million after spinning out of vaping company,  
23 CNBC (Dec. 19, 2017), <https://www.cnbc.com/2017/12/19/juul-labs-raising-150-million-in-debt-after-spinning-out-of-pax.html>.

24 <sup>34</sup> Dan Primack, Scoop: The Numbers Behind Juul’s Investor Appeal, Axios (July 2, 2018),  
25 <https://www.axios.com/numbers-juul-investor-appeal-vaping-22c0a2f9-beb1-4a48-acce-5da64e3e2f82.html>.

26 <sup>35</sup> Robert K. Jackler et al., JUUL Advertising Over Its First Three Years on the Market 2, Stanford Res.  
27 into the Impact of Tobacco Advert. (2019),  
28 [http://tobacco.stanford.edu/tobacco\\_main/publications/JUUL\\_Marketing\\_Stanford.pdf](http://tobacco.stanford.edu/tobacco_main/publications/JUUL_Marketing_Stanford.pdf)

<sup>36</sup> Verified Complaint Under Section 337 of the Tariff Act of 1930 at 6, In the Matter of Certain Cartridges for Elec. Nicotine Delivery Sys. & Components Thereof, Investigation No. 337-TA-1141 (USITC Nov. 19, 2018)

**Appendix 5: U.S. ENDS Pod Market Retail Unit Sales Growth 2018****4-Week Unit Sales by End Date**

	Nielsen			IRI		
	Apr 21	Sep 8	Share of Growth	Apr 22	Sep 9	Share of Growth
<b>Total Market</b>	<b>36,002,645</b>	<b>55,773,039</b>	<b>100%</b>	<b>29,546,883</b>	<b>50,793,955</b>	<b>100%</b>
<b>Juul</b>	<b>22,618,886</b>	<b>41,501,172</b>	<b>95.5%</b>	<b>14,964,158</b>	<b>35,166,120</b>	<b>95.1%</b>
Vuse	6,385,922	6,172,595	-1.1%	7,204,900	7,409,312	1.0%
MarkTen	3,677,300	4,240,285	2.8%	2,904,168	3,230,237	1.5%
Logic	1,785,167	2,018,023	1.2%	1,928,841	1,876,006	-0.2%
Blu	1,062,360	1,461,127	2.0%	1,305,209	1,937,225	3.0%
Other	473,010	379,837	-0.5%	1,239,607	1,175,055	-0.3%

30. JUUL shattered previous records for reaching decacorn status, reaching valuation of over \$10 billion in a matter of months—four times faster than Facebook.<sup>37</sup> This all came just three years after its product launch.

31. JUUL's staggering commercial success didn't come from a blank slate. Under the Master Settlement Agreement between Big Tobacco and the States, the public has access to hundreds of thousands of Big Tobacco's internal documents. In creating JUUL, Monsees and Bowen carefully studied the marketing strategies, advertisements, and product design of Big Tobacco. As Monsees candidly acknowledged, the internal tobacco documents "became a very intriguing space for us to investigate because we had so much information that you wouldn't normally be able to get in most

<sup>37</sup> Zack Guzman, Juul Surpasses Facebook As Fastest Startup to Reach Decacorn Status, Yahoo! Fin. (Oct. 9, 2019), <https://finance.yahoo.com/news/juul-surpasses-facebook-fastest-startup-reach-decacorn-status-153728892.html>.

1 industries. And we were able to catch-up, right, to a huge, huge industry in no time. And then we started  
2 building prototypes.”<sup>38</sup>

3 32. Monsees and Bowen reviewed documents in the Big Tobacco archive that included  
4 information on how to manipulate nicotine pH to maximize nicotine delivery in a vapor while  
5 minimizing the “throat hit” that may potentially deter new smokers. Other records related to tobacco  
6 industry market strategies and advertisements designed to lure non-smoking youth. Monsees and Bowen  
7 were able to take advantage of an extensive online tobacco advertising research database maintained by  
8 the Stanford Research into the Impact of Tobacco Advertising (“SRITA”), an inter-disciplinary research  
9 group devoted to researching the promotional activities of the tobacco industry. SRITA’s database  
10 contains approximately 50,000 original tobacco advertisements. According to Monsees, JUUL’s  
11 advertising was informed by traditional tobacco advertisements, and SRITA in particular had been very  
12 useful to JUUL.<sup>39</sup>

13 33. It is no secret that a good portion of the Big Tobacco playbook involved targeting youth.  
14 Beginning in the 1950s, JUUL’s now corporate affiliate, Philip Morris, intentionally marketed cigarettes  
15 to young people under the age of 21 to recruit “replacement smokers” to ensure the economic future of  
16 the tobacco industry.<sup>40</sup> Philip Morris knew that youth smoking was essential to the tobacco industry’s  
17 success and longevity, as an internal Philip Morris document makes clear: “It is important to know as  
18 much as possible about teenage smoking patterns and attitudes. Today’s teenager is tomorrow’s potential  
19 regular customer, and the overwhelming majority of smokers first begin to smoke while still in their  
20 teens.”<sup>41</sup> For this reason tobacco companies focused on the 14-24 year-old age group, because “young  
21 smokers have been the critical factor in the growth” of tobacco companies and the 14-18 year-old group  
22 is an increasing segment of the smoking population.<sup>42</sup> As the Vice-President of Marketing at R.J.

23  
24 <sup>38</sup> Montoya, supra note 19.

25 <sup>39</sup> Jackler et al., supra note 34 at 27.

26 <sup>40</sup> Amended Final Opinion at 972, U.S. v. Philip Morris, No. 99-cv-2496 (D.D.C. Aug. 17, 2006), ECF  
27 5750.

28 <sup>41</sup> Tobacco Company Quotes on Marketing to Kids, Campaign for Tobacco-Free Kids (May 14, 2001),  
<https://www.tobaccofreekids.org/assets/factsheets/0114.pdf>.

<sup>42</sup> *Id.*

Reynolds Tobacco Company ["RJR"] explained in 1974, the "young adult market . . . represent[s] tomorrow's cigarette business. As this 14-24 age group matures, they will account for a key share of the total cigarette volume—for at least the next 25 years."<sup>43</sup>

34. Big Tobacco is now prohibited from employing these tactics and strategies to market traditional cigarettes. Nothing prevented JUUL from doing so.

35. Restrained from its historical playbook, Big Tobacco has looked for opportunities for growth in the e-cigarette market. In December 2018, Altria, the maker of Marlboro cigarettes and a Tobacco giant, took a 35% stake in JUUL and invested billions into the company. Seeing JUUL as a proven gateway to other substances, including cigarettes, Altria saw an opportunity to expand JUUL's market share and grow the e-cigarette market in the hopes of ultimately driving more cigarette and tobacco use and nicotine addiction. Altria could use JUUL to circumvent the regulatory and legal restrictions on Big Tobacco's marketing tactics.

#### **B. JUUL targeted kids**

36. Because of Big Tobacco's demonstrated effectiveness at addicting youth to nicotine, cigarette manufacturers operate under tight restrictions regarding their advertising and marketing activities. By way of example, cigarette companies may not:

- A. Use outdoor advertising such as billboards;
- B. Sponsor events;
- C. Give free samples;
- D. Pay any person to use, display, make reference to or use as a prop any tobacco product, tobacco product package in any media;
- E. Pay any third party to conduct any activity which the tobacco manufacturer is prohibited from doing; or
- F. Sell "flavored" cigarettes.

37. All of these above activities were prohibited because of their effectiveness at appealing to youth. As described below, all of these activities figured prominently in JUUL's marketing campaign.

<sup>43</sup> C.A. Tucker, Marketing Plans Presentation to RJRI B of D, Truth Tobacco Industry Documents, U. of S.F. (Sept. 30, 1974), <https://www.industrydocumentslibrary.ucsf.edu/tobacco/docs/#id=ypmw0091>.

38. According to Dr. Robert Jackler, an otolaryngologist and professor at Stanford University School of Medicine and principal investigator for SRITA, JUUL's initial marketing was "patently youth oriented."<sup>44</sup> JUUL's 2015 ad campaign, called "Vaporized" was designed to create a "cult-like following."<sup>45</sup> Its imagery featured a vivid color scheme and models in their twenties in poses that researchers note are evocative of behaviors more characteristic of underage teens than mature adults.<sup>46</sup> Dr. Jackler and his colleagues found it "clear" that this imagery resonated with underage teens who aspire to emulate trendsetting young adults.<sup>47</sup>

39. Tobacco advertisers have long understood that teens are attracted to such imagery. The Vaporized campaign was featured on the front page of VICE magazine, "the #1 youth media company in the world."<sup>48</sup> In the summer of 2015, an animated series of Vaporized billboards, with the campaign's youth-appealing imagery, were displayed in New York's Times Square.<sup>49</sup>



<sup>44</sup> Robert K. Jackler, The Role of the Company in the Juul Teen Epidemic, Testimony of Robert Jackler before the House Subcommittee on Economic and Consumer Policy (July 24, 2019), <https://oversight.house.gov/sites/democrats.oversight.house.gov/files/2019.07.24%20Jackler%20Testimony.pdf> at 2 [ "Jackler Testimony" ]

<sup>45</sup> *Id.* at 4.

<sup>46</sup> Jackler et al., *supra* note 34.

<sup>47</sup> *Id.* at 7.

<sup>48</sup> *Id.* at 5.

<sup>49</sup> *Id.* at 17-18.

40. Over the first year after JUUL launched its ad campaign in June 2015, it held a series of at least 50 highly stylized parties, typically with music entertainment, in cities across the United States.<sup>50</sup> Thousands of young people were given free nicotine-filled JUULpods (appropriately named “JUUL starter kits”), and JUUL posted photos of various young people enthusiastically puffing on JUULs across their social media channels.<sup>51</sup> JUUL advertising also featured popular stars such as Katy Perry holding a JUUL at the Golden Globes.<sup>52</sup>



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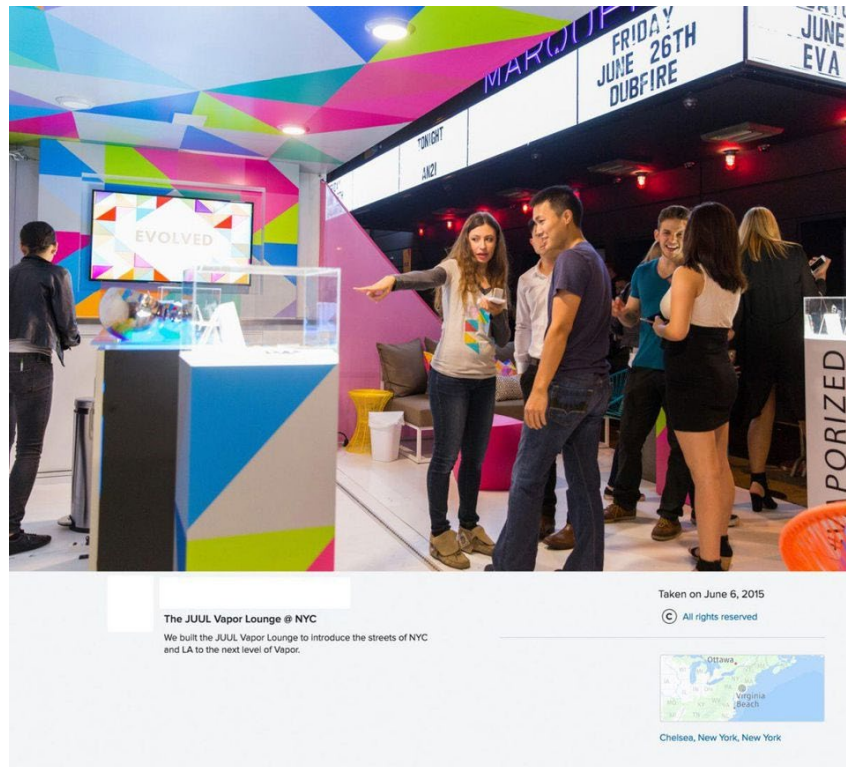
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<sup>50</sup> *Id.* at 3.

<sup>51</sup> *Id.*

<sup>52</sup> Jackler Testimony at 8.



(Source: Kathleen Chaykowski, The Disturbing Focus of Juul's Early Marketing Campaigns, Forbes (Nov. 16, 2018), <https://www.forbes.com/sites/kathleenchaykowski/2018/11/16/the-disturbing-focus-of-juuls-early-marketingcampaigns/#3da1e11b14f9>).

41. JUUL knew these images would be successful in achieving the intended result because it intentionally crafted them to mimic specific traditional tobacco advertisements that Big Tobacco had used to target teens. In fact, many of JUUL's ads are nearly identical to old cigarette ads that were designed to get teens to smoke. Like its Big Tobacco predecessors, the focus of JUUL's initial marketing was on colorful ad campaigns using eye-catching designs and youth-oriented imagery with themes of being cool, carefree, stylish, attractive, sexy and popular—unusual themes and images if one's objective is to promote an adult-only smoking cessation device.<sup>53</sup>

<sup>53</sup> Virginia Slims vs Juul Advertisement, Stanford U. Res. into the Impact of Tobacco Advert. (2015), [http://tobacco.stanford.edu/tobacco\\_main/imagescomp.php?token2=fm\\_tn\\_st328.php&token1=fm\\_tn\\_img10799.php&theme\\_file=fm\\_tn\\_mt035.php&theme\\_name=Cigs%20vs.%20eCigs&subtheme\\_name=Cigs%20vs%20eCigs%20JUUL](http://tobacco.stanford.edu/tobacco_main/imagescomp.php?token2=fm_tn_st328.php&token1=fm_tn_img10799.php&theme_file=fm_tn_mt035.php&theme_name=Cigs%20vs.%20eCigs&subtheme_name=Cigs%20vs%20eCigs%20JUUL)





(Source: Julia Belluz, The Vape Company Juul Said It Doesn't Target Teens. Its Early Ads Tell a Different Story, Vox (Jan. 25, 2019), <https://www.vox.com/2019/1/25/18194953/vape-juul-e-cigarette-marketing>.)

42. JUUL used Big Tobacco's effective advertising imagery, but coupled it with a modern, state-of-the-art marketing campaign designed to target youth. It relied heavily on social media, crafting a powerful online presence, which persists even after JUUL deleted its accounts in the face of mounting public scrutiny. JUUL was particularly active on Instagram, which is the most popular social media site

among teens.<sup>54</sup> JUUL cultivated hashtags, allowing it to blend its ads in with wide range of user content, increasing exposure while concealing the commercial nature of the content.<sup>55</sup> JUUL then used hashtags to reinforce the themes it crafted in its product design, like #style, #technology, #smart, and #gadget. JUUL's hashtags attracted an enormous community of youthful posts on a wide array of subjects. According to Dr. Jackler, #Juul contains literally thousands of juvenile postings, and numerous Instagram hashtags contain the JUUL brand name.<sup>56</sup>

43. Even after JUUL halted its own social media posts in November 2018, viral peer-to-peer promotion among teens insured continued corporate and product visibility among young people.<sup>57</sup> In fact, community posts about JUUL increased after JUUL itself quit social media in the Fall of 2018. Prior to November 2018, over a quarter of a million posts appeared. In the eight months after JUUL halted its promotional postings, the rate of community postings increased significantly, resulting in the number of posts doubling to over half a million.<sup>58</sup>

44. JUUL also paid social media influencers to post photos of themselves with JUUL devices and to use the hashtags that it was cultivating.<sup>59</sup> JUUL entered a contract with an advertising agency specifically to identify and recruit social media influencers that had at least 30,000 followers to, according to an internal JUUL email, "establish a network of creatives to leverage as loyalists" for the JUUL brand.<sup>60</sup> One such influencer was Christina Zayas, whom JUUL paid \$1,000 for just one blog post and one Instagram post in the Fall of 2017.

45. JUUL instituted an "affiliate program" to recruit those who authored favorable reviews of its products by providing such reviewers with a 20% discount of purchases of JUUL products.<sup>61</sup> It

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<sup>54</sup> Jackler et al.

<sup>55</sup> *Id.* at 23.

<sup>56</sup> Jackler Testimony at 10.

<sup>57</sup> *Id.* at 11.

<sup>58</sup> *Id.*

<sup>59</sup> Jackler et al.

<sup>60</sup> Kenrick Cai, Juul Funded High Schools, Recruited Social Media Influencers To Reach Youth, House Panel Charges, Forbes (July 25, 2019), <https://www.forbes.com/sites/kenrickcai/2019/07/25/juul-high-schools-influencers-reach-youth-house-investigation/#1ea8bcd33e2>.

<sup>61</sup> Jackler Testimony at 9-10.

1 even recruited JUUL users to act as part of their marketing team by asking users to “refer a friend and  
2 get a discount.”<sup>62</sup>

3 46. Such tactics masked JUUL advertisements as user content, further increasing exposure  
4 and ultimately solidifying the company in teen pop culture as a form of cultural currency. JUUL’s  
5 strategy was so successful in embedding its products into pop culture that it entered the vernacular as a  
6 verb. The JUUL device and the term “juuling” are so pervasive that JUUL effectively eliminated not  
7 only competitors, but also any potentially alarming terms like “smoking” or “e-cigarette,” which could  
8 alert users to the true nature of the device or activity. A recent study found that 63% of adolescent JUUL  
9 users did not know that JUULpods contain nicotine.<sup>63</sup> This has worked to JUUL’s advantage and was a  
10 deliberate part of its strategy. In the first year after its launch, not one of JUUL’s 171 promotional emails  
11 said anything about nicotine content,<sup>64</sup> and it did not include nicotine warnings on the JUUL packaging  
12 until August 2018, only after it was forced to do so.

13 47. The design of JUUL’s product is also acutely attractive to youth. Unlike most of its  
14 predecessors, JUUL looks nothing like a cigarette. Instead, JUUL is sleek and linear and seems like the  
15 latest tech invention. This is not surprising, given the founders’ Silicon Valley product design education  
16 and training. JUUL co-founder Adam Bowen drew on his experience as a design engineer at Apple to  
17 make JUUL’s design mimic technology children were already familiar with, like Apple’s iPhone.<sup>65</sup> This  
18 made JUULs look “more like a cool gadget and less like a drug delivery device. This wasn’t smoking  
19 or vaping, this was JUULing.”<sup>66</sup> The evocation of technology makes the JUUL device familiar and  
20 desirable to the younger, tech-savvy generation, particularly teenagers. According to 19-year-old  
21 Michelle Williams, “our Grandma’s have iPhones now, normal kids have JUULs now. Because it looks  
22 so modern, we kind of trust modern stuff a little bit more so we’re like, we can use it, we’re not going  
23

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24 <sup>62</sup> *Id.* at 9.

25 <sup>63</sup> Juul e-Cigarettes Gain Popularity Among youth, But Awareness of Nicotine Presence Remains Low,  
26 Truth Initiative (Apr. 18, 2018), [https://truthinitiative.org/sites/default/files/media/files/2019/03/JUUL-  
E-cigarettesGain-Popularity-Among-Youth-But-Awareness-of-Nicotine-Presence-Remains-Low.pdf](https://truthinitiative.org/sites/default/files/media/files/2019/03/JUUL-E-cigarettesGain-Popularity-Among-Youth-But-Awareness-of-Nicotine-Presence-Remains-Low.pdf).

27 <sup>64</sup> Jackler et al. at 25.

28 <sup>65</sup> How JUUL made nicotine go viral, Vox (Aug. 10, 2018),

<https://www.youtube.com/watch?v=AFOpoKBUyok>.

<sup>66</sup> *Id.*

1 to have any trouble with it because you can trust it.” 15-year-old Sam Friedman agrees: “The tech aspect  
 2 definitely helps people get introduced to it and then once they’re introduced to it, they’re staying,  
 3 because they are conditioned to like all these different products. And then this is another product. And  
 4 it’s just another product. Until you’re addicted to nicotine.”<sup>67</sup>

5 48. The JUUL device even has features reminiscent of youth-oriented tech culture and  
 6 gaming, like “secret” features users can unlock, such as making the indicator light flash rainbow colors  
 7 in “party mode.” JUUL has been so successful in emulating technology that the small, rectangular  
 8 devices are often mistaken for—or passed off as—flash drives.

9 49. The ability to conceal a JUUL is also part of the appeal for adolescents. The devices are  
 10 small and slim, so they fit easily in a closed hand or a pocket. The ease and simplicity of use—there is  
 11 nothing to light or unwrap, or even an on-off switch—also make it possible to covertly use a JUUL  
 12 behind a turned back, which has become a trend in many schools. Finding new ways to hide the ever-  
 13 concealable JUUL has spawned products designed just for that purpose, such as apparel that allows the  
 14 wearer to use the device while it is concealed in the drawstring of a hoodie or the strap of a backpack.<sup>68</sup>

15 50. JUUL also created special flavors that make its addictive, high-tech device even more  
 16 attractive to adolescents. Tobacco companies have known for decades that flavored products are key to  
 17 nicotine adoption by youth. A 1972 Brown & Williamson memorandum: “Youth Cigarette – New  
 18 Concepts,” specifically noted the “well known fact that teenagers like sweet products.”<sup>69</sup> According to  
 19 2004 data, 17-year-old smokers were more than three times likely as those over 25 to smoke flavored  
 20 cigarettes and viewed flavored cigarettes as safer.<sup>70</sup> For this reason, in 2009 the FDA banned flavored  
 21 cigarettes pursuant to its new authority under the Family Smoking Prevention and Tobacco Control Act

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23 <sup>67</sup> *Id.*

24 <sup>68</sup> Evie Blad, ‘Juuling’ and Teenagers: 3 Things Principals and Teachers Need to Know, Educ. Wk.  
 25 (July 18, 2018), <https://www.edweek.org/ew/articles/2018/07/18/juuling-and-teenagers-3-things-principals-and.html>.

26 <sup>69</sup> Marketing Innovations, Inc., Brown & Williamson Tobacco Corp. Project Report: Youth Cigarette—  
 27 New Concepts, U.C.S.F. Truth Tobacco Industry Documents (Sept. 1972),  
 28 <https://www.industrydocuments.ucsf.edu/tobacco/docs/#id=hazpd0040>.

<sup>70</sup> Gardiner Harris, Flavors Banned From Cigarettes to Deter Youth, N.Y. Times (Sept. 22, 2009)  
<https://www.nytimes.com/2009/09/23/health/policy/23fda.html>.

of 2009. In announcing the ban, FDA Commissioner Dr. Margaret Hamburg declared that “flavored cigarettes are a gateway for many children and young adults to become regular smokers.”<sup>71</sup>

51. There is no reason to believe that flavors play any different role with respect to e-cigarettes and youth. In fact, a 2017 study of the cigarette flavor ban found that the ban was effective in lowering the number of smokers and the amount smoked by smokers, though it was associated with an increased use of menthol cigarettes (the only flavor still available).<sup>72</sup> According to the Surgeon General, 85% of adolescents who use e-cigarettes use flavored varieties.<sup>73</sup> Studies also show that flavors motivate e-cigarette initiation among youth,<sup>74</sup> and that youth are much more likely to use flavored tobacco products than adults are.<sup>75</sup> Despite JUUL’s claims that its target market is adult smokers, JUUL sold its product in flavors like Cool Mint, Crème Brulee, Fruit Medley, Cucumber, and Mango. These flavors were the reason countless adolescents started using JUUL products.

52. The flavors pose dangers beyond luring young people into trying nicotine. Studies now show these sweet and fruity flavors present distinct additional health hazards. Researchers have found that some of the chemicals JUUL uses for flavor and perfume contain relatively high levels of acetals. Acetals are airway-irritating chemicals that may cause lung damage. Dr. Robert Jackler said that test results have shown that JUUL’s sweet and fruity flavors “contribute[] to the increasing body of evidence

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<sup>71</sup> *Id.*

<sup>72</sup> Charles J. Courtemanche et al., Influence of the Flavored Cigarette Ban on Adolescent Tobacco Use, *American Journal of Preventive Medicine* 52(5):e139 - e146 (2017), <https://tobacco.ucsf.edu/more-evidence-supporteliminating-flavors-reduce-youth-cigarette-and-e-cigarette-use>; MB. Harrell, et al., Flavored e-cigarette use: Characterizing youth, young adult, and adult users, *Prev Med Rep.* 2017; 5: 33–40 (Nov. 11, 2016), doi: 10.1016/j.pmedr.2016.11.001 PMID: PMC5121224.

<sup>73</sup> E-Cigarette Use Among Youth and Young Adults, U.S. Dept. of Health and Human Services (2016), [https://e-cigarettes.surgeongeneral.gov/documents/2016\\_sgr\\_full\\_report\\_non-508.pdf](https://e-cigarettes.surgeongeneral.gov/documents/2016_sgr_full_report_non-508.pdf) (accessed Oct. 22, 2019).

<sup>74</sup> Karl Paul, Flavored Vapes Lure Teens Into Smoking and Nicotine Addiction, Study Shows, *MarketWatch* (Feb. 26, 2019), <https://www.marketwatch.com/story/flavored-vapes-lure-teens-into-smoking-and-nicotine-addictionstudy-shows-2019-02-25>

<sup>75</sup> A.C. Villanti et al., Flavored Tobacco Product Use in Youth and Adults: Findings From the First Wave of the PATH Study, *53 Am. J. of Preventative Med.* 139 (2017), <https://www.ncbi.nlm.nih.gov/pubmed/28318902>.

documenting toxicological effects of e-cig vapor.”<sup>76</sup>

53. It is clear that JUUL targeted youth as a key business demographic. A recent study showed that 15 through 17-year-olds are 16 times more likely to use JUUL than 25-34 year olds.<sup>77</sup>

54. JUUL was well aware from the beginning that its products would appeal to youth. A former JUUL manager, who spoke to The New York Times on the condition that his name not be used because he worried about facing retribution from the company, said that within months of JUUL’s 2015 introduction, it became evident that teenagers were either buying JUULs online or finding others who made the purchases for them. Some people bought more JUUL kits on the company’s website than they could individually use—sometimes 10 or more devices at a time. “First, they just knew it was being bought for resale,” said the former senior manager, who was briefed on the company’s business strategy. “Then, when they saw the social media, in fall and winter of 2015, they suspected it was teens.”<sup>78</sup>

55. This “suspicion” has been confirmed by the U.S. Surgeon General, who found that JUUL’s Twitter account was being followed by adolescents and that 25% of those retweeting official JUUL tweets were under 18 years old.<sup>79</sup>

56. By the fall of 2018, JUUL was under intense scrutiny. A group of eleven United States senators wrote JUUL’s CEO, Kevin Burns, a letter in April 2018, declaring that the JUUL device and JUULpods “are undermining our nation’s efforts to reduce tobacco use among youth and putting an entire new generation of children at risk of nicotine addiction and other health consequences.”<sup>80</sup> Less than a week later, then FDA Commissioner Gottlieb announced a crackdown on retailers to limit youth

<sup>76</sup> Susie Neilson, Irritating Compounds Can Show Up in ‘Vape Juice’, NPR (July 30, 2019), <https://www.npr.org/sections/health-shots/2019/07/30/746238009/irritating-compounds-discovered-in-vapejuice>.

<sup>77</sup> D.M. Vallone et al., Prevalence and correlates of Juul use among a national sample of youth and young adults, Tobacco Control (Oct. 29, 2018), <http://dx.doi.org/10.1136/tobaccocontrol-2018-054693>.

<sup>78</sup> Matt Richtel & Sheila Kaplan, Did Juul Lure Teenagers and Get ‘Customers for Life’? N.Y. Times (Aug. 27, 2019), <https://www.nytimes.com/2018/08/27/science/juul-vaping-teen-marketing.html>.

<sup>79</sup> Adams, supra note 2.

<sup>80</sup> Richard Durbin et al., Letter from 11 U.S. Senators, to Kevin Burns, CEO of JUUL Labs, Inc., United States Senate (April 18, 2018), <https://www.durbin.senate.gov/imo/media/doc/JUUL%20Letter%20-%20S%20IGNED.pdf>.

access to e-cigarettes and enforcement actions against JUUL in particular.<sup>81</sup> At the same time, the FDA sent JUUL a request for documents relating to marketing, product design, and public health impact.<sup>82</sup> In July 2018, Massachusetts Attorney General Maura Healey announced an investigation into JUUL regarding marketing and sale to minors.<sup>83</sup> In September 2018, FDA Commissioner Gottlieb called youth vaping an “epidemic” and sent letters to JUUL and other e-cigarette manufacturers demanding a plan to reduce youth use.<sup>84</sup> Then, in October 2018, as alleged above, the FDA raided JUUL’s headquarters and seized more than a thousand documents relating to JUUL’s sales and marketing practices.<sup>85</sup>

### C. Addictive By Design

57. In addition to designing its devices to be particularly attractive to youth, JUUL designed its devices to be highly addictive. Unlike most other e-cigarettes, which use freebase nicotine, JUUL uses patented nicotine salts from which it makes liquid nicotine cartridges, or JUULpods.<sup>86</sup> Each JUULpod is, according to the Company, the equivalent of a pack of cigarettes. Each pod contains an alarming amount of nicotine, with up to 59 mg per ml—an amount that is roughly three times the amount of nicotine that can be sold to consumers in the European Union in a JUULpod. On top of ramping up the amount of nicotine, JUULpods enabled the Company to increase the rate and amount of nicotine

<sup>81</sup> Scott Gottlieb, Statement from FDA Commissioner Scott Gottlieb, M.D., on new enforcement actions and a Youth Tobacco Prevention Plan to stop youth use of, and access to, JUUL and other e-cigarettes, U.S. Food and Drug Admin. (April 23, 2018), [https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-new-enforcement-actions-and-youth-tobaccoprevention?utm\\_campaign=04242018\\_Statement\\_Youth%20Tobacco%20Prevention&utm\\_medium=email&utm\\_source=Eloqua](https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-new-enforcement-actions-and-youth-tobaccoprevention?utm_campaign=04242018_Statement_Youth%20Tobacco%20Prevention&utm_medium=email&utm_source=Eloqua).

<sup>82</sup> *Id.*

<sup>83</sup> AG Healey Announces Investigation into JUUL, Other Online E-Cigarette Retailers Over Marketing and Sale to Minors, Mass.gov (July 24, 2018), <https://www.mass.gov/news/ag-healey-announces-investigation-into-juul-other-online-e-cigarette-retailers-over-marketing>.

<sup>84</sup> Letters to Manufacturers Regarding Plans to Address Youth Access and Use, U.S. Food & Drug Admin. (Sept. 12, 2018), <https://www.fda.gov/tobacco-products/rules-regulations-and-guidance/ctp-letters-industry#youthaccess>.

<sup>85</sup> McGinley, *supra* note 17

<sup>86</sup> Rachel Becker, Juul’s Nicotine Salts Are Dominating the Market – And Other Companies Want In, The Verge (Nov. 21, 2018), <https://www.theverge.com/2018/11/21/18105969/juul-vaping-nicotine-salts-electronic-cigarettes-myblu-vuse-markten>.

1 delivery to the JUUL user, roughly doubling the concentration and tripling the delivery speed of nicotine  
2 of the average e-cigarette.<sup>87</sup>

3 58. Big Tobacco spent decades manipulating nicotine in order to foster and maintain  
4 addiction in their customers. RJR developed and patented nicotine salt additives, including nicotine  
5 benzoate, to increase nicotine delivery in cigarette smoke. The objective was to provide an additional  
6 “nicotine kick” based on increased nicotine absorption associated with lower pH. JUUL uses this very  
7 same concept for its market-dominating e-cigarettes. The Company’s patent for its nicotine salts  
8 describes a process for combining benzoic acids with nicotine, a formulation that mimics the nicotine  
9 salt additive developed by RJR. JUUL’s use of benzoic acid and manipulation of pH affect the  
10 palatability of nicotine inhalation by reducing the “throat hit” that users experience when vaping. Indeed,  
11 this was the objective behind using nicotine salts (as compared to “free base nicotine” which has a higher  
12 pH). According to Ari Atkins, one of the inventors of the JUUL device, “[i]n the tobacco plant, there  
13 are these organic acids that naturally occur. And they help stabilize the nicotine in such a way that makes  
14 it . . . I’ve got to choose my words carefully here: Appropriate for inhalation.”<sup>88</sup>

15 59. Because smokers are already accustomed to a certain level of harshness and throat hit,  
16 developing a product with low levels of harshness and minimal “throat hit” is only a critical concern if  
17 your goal is to appeal to non-smokers, and specifically, young people. Minimizing the harshness of  
18 nicotine also allows one to vape more frequently and for longer periods of time and masks the amount  
19 of nicotine being delivered by eliminating the unpleasant throat hit normally associated with large doses  
20 of nicotine. The harshness of free base nicotine makes prolonged vaping difficult; the use of nicotine  
21 salts solves that problem. Put another way, the nicotine salt technology behind JUULpods makes JUUL  
22 “smoke” highly potent yet hardly perceptible.

23 60. The increased nicotine exposure facilitated by the JUUL device has serious health  
24 consequences. The ease of use and “smoothness” strip away external inhibitors and enable extreme  
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26 <sup>87</sup> How Much Nicotine is In Juul?, Truth Initiative (Feb. 26, 2019),  
27 <https://truthinitiative.org/researchresources/emerging-tobacco-products/how-much-nicotine-juul>.

28 <sup>88</sup> David Pierce, This Might Just Be the First Great E-Cig, Wired.com (Apr. 21, 2015),  
<https://www.wired.com/2015/04/pax-juul-ecig/>.

1 levels of unfettered use. Using the JUUL’s own calculations, consuming two JUULpods in a day is the  
 2 equivalent of consuming two to four packs of cigarettes a day. In this way, JUUL has not only created  
 3 a new generation of e-cigarette smokers, but has also pioneered a new style of smoking—vaping—that  
 4 is more nicotine-saturated than ever before.

5 61. Increased rates and duration of smoking lead to greater overall exposure to nicotine.  
 6 Nicotine is a neurotoxin. A highly addictive, psychoactive substance that targets brain areas involved in  
 7 emotional and cognitive processing, nicotine poses a particularly potent threat to the adolescent brain,  
 8 as it can “derange the normal course of brain maturation and have lasting consequences for cognitive  
 9 ability, mental health, and even personality.”<sup>89</sup> Animal researchers from the Yale University School of  
 10 Medicine has found that vaping during adolescence can lead to long-term brain changes, like attention  
 11 deficit hyperactivity disorder.<sup>90</sup>

12 62. Studies also show that exposure to nicotine as a teen—even minimal exposure—  
 13 biologically primes the brain for addiction and greatly increases likelihood of dependence on nicotine  
 14 as well as other substances later in life.<sup>91</sup> In a study done on mice, even “very brief, low-dose exposure  
 15 to nicotine in early adolescence increases the rewarding properties of other drugs, including alcohol,  
 16 cocaine, methamphetamine—and these are long-term changes.”<sup>92</sup>

17 63. JUUL’s use of flavors only amplifies its addictive qualities. Research done by Nii Addy,  
 18 associate professor of psychiatry and cellular and molecular physiology at the Yale School of Medicine,  
 19 found that “sweet flavors can make the nicotine more palatable . . . but also act in the brain to increase  
 20 nicotine taking.”<sup>93</sup> This effective is especially troubling for teenage brains, which are more sensitive  
 21

22 <sup>89</sup> N.A. Goriounova & H.D. Mansvelder, Short- and Long-Term Consequences of Nicotine Exposure  
 23 during Adolescence for Prefrontal Cortex Neuronal Network Function, Cold Spring Harbor Persp. in  
 24 Med. 2(12) (Dec. 2012), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3543069/>.

24 <sup>90</sup> Jon Hamilton, How Vaping Nicotine Can Affect A Teenage Brain, NPR (Oct. 10, 2019),  
 25 <https://www.npr.org/sections/health-shots/2019/10/10/768588170/how-vaping-nicotine-can-affect-a-teenage-brain>.

26 <sup>91</sup> National Institute on Drug Abuse, Principles of Adolescent Substance Use Disorder: A Research  
 27 Based Guide (2014), <https://www.drugabuse.gov/publications/principles-adolescent-substance-use-disorder-treatmentresearch-based-guide/introduction>.

28 <sup>92</sup> Hamilton, supra note 92

<sup>93</sup> *Id.*

1 than adult brains to rewards. According to University of Pennsylvania psychologist Janet Audrain-  
 2 McGovern, research shows that “if the first e-cigarette you used was flavored, then you’re more likely  
 3 to go on and use an e-cigarette again.”<sup>94</sup>

4 64. According to congressional testimony from Dr. Jonathan Winickoff, a professor of  
 5 pediatrics at Harvard Medical School and the Director of Pediatric Research in the Tobacco Research  
 6 and Treatment Center, “[n]icotine addiction can take hold in only a few days, especially in the  
 7 developing adolescent brain that is particularly vulnerable to addiction to nicotine. . . Many of my  
 8 patients find Juul nearly impossible to stop. Nicotine withdrawal can cause headaches, insomnia,  
 9 irritability, anxiety, and depression, and these withdrawal symptoms are one of the primary reasons a  
 10 nicotine addiction is difficult to overcome.” Moreover, there is a lack of effective tools to help  
 11 adolescents overcome nicotine addiction: there is no good data on how to treat adolescents with e-  
 12 cigarette dependence; there has not been enough research on youth tobacco cessation strategies; and  
 13 most of the pharmacological therapies approved for adults have been shown to be ineffective or only  
 14 marginally effective in adolescents.<sup>95</sup>

15 65. Research in Massachusetts indicates that daily JUUL and other e-cigarette use is much  
 16 more likely to continue than daily cigarette smoking. Out of the surveyed students who reported ever  
 17 using cigarettes, only 17% indicated that they remained daily smokers. Out of the surveyed students  
 18 who reported ever using e-cigarettes daily, 58% remained daily users. This data demonstrates both that  
 19 e-cigarette use in teens is very persistent, a result consistent with the addictiveness of JUUL and the  
 20 difficulty teens have in trying to quit.<sup>96</sup>

21 66. E-cigarette use also puts adolescents at increased risk for cigarette smoking. Compared  
 22 to adolescents who do not use e-cigarettes, those who do are 3.5 times more likely to begin smoking  
 23 cigarettes

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24 <sup>94</sup> *Id.*

25 <sup>95</sup> Jonathan Winickoff, Testimony of Jonathan Winickoff before the U.S. House of Representatives  
 26 Committee on Oversight and Reform Subcommittee on Economic and Consumer Policy, U.S. House  
 27 Committee on Oversight & Reform (July 24, 2019),  
 28 <https://oversight.house.gov/sites/democrats.oversight.house.gov/files/2019.07.24%20Winickoff%20AA%20Testimony.pdf> at 2 [hereinafter “Winickoff Testimony”].

<sup>96</sup> *Id.*

67. The dangerous and destructive nature of nicotine is not a recent discovery. As a key ingredient in tobacco products, the drug and its deleterious effects have been the subject of scientific research and public health warnings for decades. Nicotine causes cardiovascular, reproductive, and immunosuppressive problems with devastating effects. Part of the reason the national decline in cigarette use in recent years was such a victory for public health was because there was a corresponding decline in teen exposure to nicotine. From 2000 to 2017, the smoking rate among high school students fell by 73%.<sup>97</sup>

68. That trend has completely reversed. In 2018, more than one in four high school students in the United States reported using a tobacco product in the past thirty days, a dramatic increase from just one year before.<sup>98</sup> But there was no increase in the use of cigarettes, cigars, or hookahs during that same time period.<sup>99</sup> There was only increased use in a single tobacco product: e-cigarettes. While use of all other tobacco products continued to decrease as it had been for decades, e-cigarette use increased 78% in just one year.<sup>100</sup> This drastic reversal caused the CDC to describe youth vaping an “epidemic.”<sup>101</sup>

69. The teen vaping epidemic, of which JUUL is the architect, has and will continue to have significant costs, both for individual users and for society. Nicotine addiction alone has significant health care costs, and these costs are exacerbated when adolescents are involved. Adolescent nicotine addiction leads to memory and attention problems, and increase chances of addiction later in life, all of which will continue to have long-lasting impacts on society.

<sup>97</sup> Matthew L. Myers, Press Release: On 20th Anniversary of State Tobacco Settlement (the MSA), It’s Time for Bold Action to Finish the Fight Against Tobacco, Campaign for Tobacco-Free Kids (Nov. 26, 2018), [https://www.tobaccofreekids.org/press-releases/2018\\_11\\_26\\_msa20](https://www.tobaccofreekids.org/press-releases/2018_11_26_msa20).

<sup>98</sup> Progress Erased: Youth Tobacco Use Increased During 2017-2018, Ctrs. for Disease Control and Prevention (Feb. 11, 2019), <https://www.cdc.gov/media/releases/2019/p0211-youth-tobacco-use-increased.html>.

<sup>99</sup> Tobacco Use By Youth Is Rising: E-Cigarettes are the Main Reason, Ctrs. for Disease Control & Prevention (Feb. 2019), <https://www.cdc.gov/vitalsigns/youth-tobacco-use/index.html>.

<sup>100</sup> Scott Gottlieb, Statement from FDA Commissioner Scott Gottlieb, M.D., on proposed new steps to protect youth by preventing access to flavored tobacco products and banning menthol in cigarettes, U.S. Food & Drug Admin. (Nov. 15, 2018), <https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scottgottlieb-md-proposed-new-steps-protect-youth-preventing-access>.

<sup>101</sup> Adams, supra note 2.

70. Science is also beginning to show that e-cigarettes have the potential to cause even more, distinct health risks and costs. The very same liquids that enable e-cigarettes to deliver nicotine with such potency are proving to be increasingly dangerous. When heated, the vape liquid turns into aerosol, which may contain, in addition to nicotine, ultrafine toxic particles such as lead, additional chemicals, and volatile organic compounds.<sup>102</sup> These chemicals have the potential to be deadly. Vaping is now linked to conditions like chronic obstructive pulmonary disease and seizures, and there were 193 possible cases of severe lung illness associated with e-cigarette product use in 22 states in less than two months in the summer of 2019 alone.<sup>103</sup> Public health officials reported the first known death from a vaping-related illness on August 23, 2019.<sup>104</sup> On September 11, 2019, a teenager in King County became the first person in Washington State to be diagnosed with a severe lung disease associated with vaping.<sup>105</sup> By October 10, 2019, lung illness tied to vaping had killed 26 people, and there were over 1,300 possible cases of serious illness reported from 49 states.<sup>106</sup> Only Alaska has not yet seen a case. 16% of these patients have been under the age of 18.<sup>107</sup> In October 2019, a 17-year-old boy from the Bronx, New York, became the first child to die from vaping-related respiratory illness.<sup>108</sup>

<sup>102</sup> Lena H. Sun, He went from hiking enthusiast to 'on death's door' within days. Doctors blamed vaping, Wash. Post (Aug. 24, 2019), [https://www.washingtonpost.com/health/one-mans-near-death-experience-with-vaping-related-lung-failure/2019/08/24/ca8ce42c-c5b4-11e9-9986-1fb3e4397be4\\_story.html?arc404=true](https://www.washingtonpost.com/health/one-mans-near-death-experience-with-vaping-related-lung-failure/2019/08/24/ca8ce42c-c5b4-11e9-9986-1fb3e4397be4_story.html?arc404=true).

<sup>103</sup> CDC, FDA, States Continue to Investigate Severe Pulmonary Disease Among People Who Use E-cigarettes, Ctrs. for Disease Control & Prevention (Aug. 21, 2019), <https://www.cdc.gov/media/releases/2019/s0821-cdc-fdastates-e-cigarettes.html>.

<sup>104</sup> Matt Richtel & Sheila Kaplan, First Death in a Spate of Vaping Sickneses Reported by Health Officials, N.Y. Times (Aug. 23, 2019), <https://www.nytimes.com/2019/08/23/health/vaping-death-cdc.html>.

<sup>105</sup> Nicole Brodeur & Ryan Blethen, King County teen is first in state diagnosed with severe lung disease related to vaping, Seattle Times (Sept. 11, 2019), <https://www.seattletimes.com/seattle-news/health/king-county-teen-isfirst-in-state-diagnosed-with-severe-lung-disease-related-to-vaping/>.

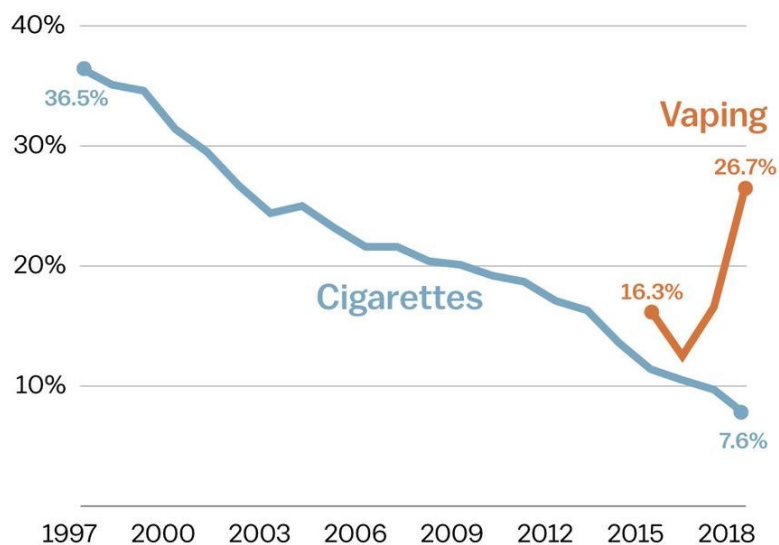
<sup>106</sup> Nicole Brodeur & Ryan Blethen, King County teen is first in state diagnosed with severe lung disease related to vaping, Seattle Times (Sept. 11, 2019), <https://www.seattletimes.com/seattle-news/health/king-county-teen-isfirst-in-state-diagnosed-with-severe-lung-disease-related-to-vaping/>.

<sup>107</sup> Denise Grady, Vaping Illnesses Top 1,000, C.D.C., N.Y. Times (Oct. 3, 2019), <https://www.nytimes.com/2019/10/03/health/vaping-illnesses-cdc.html>.

<sup>108</sup> Ed Shanahan and Azi Paybarah, Bronx Teenager's Death Is the Youngest Vaping Fatality in U.S., N.Y. TIMES (Oct. 8, 2019), <https://www.nytimes.com/2019/10/08/nyregion/vaping-death.html>

## Teen vaping is surging

Trends in use of cigarettes and vape devices in the past 30 days among 12th-graders



Source: "National Adolescent Drug Trends in 2018," NEJM

**Vox**

71. Many teenagers are simply unaware of these risks, an ignorance that JUUL preys on. According to Dr. Winickoff, many of his patients believe JUULing is harmless:

Counseling teens and preteens on e-cigarette use is challenging. Many of my patients have wildly incorrect beliefs about e-cigarettes. They know that cigarettes are dangerous, but assume that Juul—since it's ubiquitous, comes in childfriendly flavors, and is marketed as a healthier alternative to smoking—must be harmless. I have to explain to kids that e-cigarettes do not have the same positive health benefits as the fruits whose flavor they copy. Even the term vapor calls to mind harmless water vapor. There is no water in these products.

Winickoff Testimony at 1.

72. In a clear admission of responsibility, JUUL's former CEO Kevin Burns has apologized to all the parents for the vaping epidemic. Mr. Burns said, "I'd tell [the parents] that I'm sorry that their child's using the product." After this apology and in response to the growing number of vape-related health incidences and the threats of legal action, JUUL replaced Mr. Burns with K.C. Crosthwaite. Mr.

Crosthwaite was the chief growth officer at Altria, the makers of Marlboro cigarettes. Replacing Mr. Burns with a "growth executive" from Big Tobacco is a clear sign that JUUL does not plan to stop its obsession with growth regardless of public health impacts.

#### **D. JUUL and School**

73. In addition to severe health consequences, widespread "JUULing" has placed severe burdens on society, and school districts in particular. It is not an overstatement to say that JUUL has changed the educational experience of students across California.

74. JUUL use has invaded school bathrooms—now known as "the Juul room."<sup>109</sup> As one high school student explained, "it's just a cloud."<sup>110</sup> The ubiquity of JUUL use in high school bathrooms has generated numerous online spoofs about "the juul room."<sup>111</sup>

75. Kids have also coined the term "nic sick"—which, as one high school student explained to CBS News, "kinda seems like a really bad flu, like, just out of



<sup>109</sup> Moriah Balingit, In the 'Juul room': E-cigarettes spawn a form of teen addiction that worries doctors, parents and schools, Wash. Post (July 26, 2019), [https://www.washingtonpost.com/local/education/helpless-to-the-drawof-nicotine-doctors-parents-and-schools-grapple-with-teens-addicted-to-e-cigarettes/2019/07/25/e1e8ac9c-830a11e9-933d-7501070ee669\\_story.html](https://www.washingtonpost.com/local/education/helpless-to-the-drawof-nicotine-doctors-parents-and-schools-grapple-with-teens-addicted-to-e-cigarettes/2019/07/25/e1e8ac9c-830a11e9-933d-7501070ee669_story.html).

<sup>110</sup> Greta Jochem, Juuling in School: e-Cigarette Use Prevalent Among Local Youth, Daily Hampshire Gazette (Nov. 13, 2018), <https://www.gazettenet.com/Juuling-in-Schools-21439655>.

<sup>111</sup> Juul Hashtag Meme, Stanford U. Res. into the Impact of Tobacco Advert. (2018), [http://tobacco.stanford.edu/tobacco\\_main/images\\_pods.php?token2=fm\\_pods\\_st681.php&token1=fm\\_pods\\_im%20g37610.php&theme\\_file=fm\\_pods\\_mt068.php&theme\\_name=JUUL&subtheme\\_name=%23juul](http://tobacco.stanford.edu/tobacco_main/images_pods.php?token2=fm_pods_st681.php&token1=fm_pods_im%20g37610.php&theme_file=fm_pods_mt068.php&theme_name=JUUL&subtheme_name=%23juul).

nowhere. Your face goes pale, you start throwing up and stuff, and you just feel horrible.”<sup>112</sup>

76. Such rampant JUUL use has effectively added another category to teachers’ and school administrators’ job descriptions; many now receive special training to respond to the various problems that JUUL use presents, both in and out of the classroom. A national survey of middle schools and high schools found that 43.3% of schools have had to implement not only an e-cigarette policy but a JUUL-specific policy. Participants in the survey reported multiple barriers to enforcing these policies, including the discreet appearance of the product, difficulty pinpointing the vapor or scent, and the addictive nature of the product.<sup>113</sup>

77. Across the United States, schools have had to divert resources and administrators have had to go to extreme lengths to respond to the ever-growing number of students using JUULs on school grounds. According to the Truth Initiative, more than 40 percent of all teachers and administrators reported that their school uses camera surveillance near the school’s restroom, almost half (46 percent) reported camera surveillance elsewhere in the school, and 23 percent reported using assigned teachers for restroom surveillance.<sup>114</sup> Some schools have responded by removing bathroom doors or even shutting bathrooms down,<sup>115</sup> and schools have banned flash drives to avoid any confusion between flash drives and JUULs.<sup>116</sup> Schools have also paid thousands of dollars to install special monitors to detect

<sup>112</sup> High school students say about 20% of their peers are vaping, some as young as 8th grade, CBS News (Aug. 31, 2019), <https://www.cbsnews.com/news/high-school-students-say-about-20-of-their-peers-are-vaping-some-as-young-as-8th-grade/>.

<sup>113</sup> Barbara A. Schillo, et al., JUUL in School: Teacher and Administrator Awareness and Policies of E-Cigarettes and JUUL in U.S. Middle and High Schools, Truth Initiative (Sep. 2019), [https://journals.sagepub.com/doi/full/10.1177/1524839919868222?url\\_ver=Z39.88-2003&rfr\\_id=ori:rid:crossref.org&rfr\\_dat=cr\\_pub%3dpubmed](https://journals.sagepub.com/doi/full/10.1177/1524839919868222?url_ver=Z39.88-2003&rfr_id=ori:rid:crossref.org&rfr_dat=cr_pub%3dpubmed).

<sup>114</sup> How are schools responding to JUUL and the youth e-cigarette epidemic?, Truth Initiative, (Jan. 18, 2019), <https://truthinitiative.org/research-resources/emerging-tobacco-products/how-are-schools-responding-juul-and-youth-e-cigarette>.

<sup>115</sup> Ana B. Ibarra, The Juul’s So Cool, Kids Smoke It In School, Kaiser Health News (Mar. 26, 2018), <https://khn.org/news/the-juuls-so-cool-kids-smoke-it-in-school/>; Evie Blad, ‘Juuling’ Craze: Schools Scramble to Deal With Student Vaping, Educ. Wk. (May 4, 2018), <https://www.edweek.org/ew/articles/2018/05/09/juuling-craze-schools-scramble-to-deal-with.html>.

<sup>116</sup> Ana B. Ibarra, Why ‘juuling’ has become a nightmare for school administrators, Kaiser Health News (Mar. 26, 2018), <https://www.nbcnews.com/health/kids-health/why-juuling-has-become-nightmare-school-administratorsn860106>.

vaping, which they say is a small price to pay compared to the plumbing repairs otherwise spent as a result of students flushing vaping paraphernalia down toilets.<sup>117</sup> Other school districts have sought to create new positions for tobacco prevention supervisors, who get phone alerts when vape smoke is detected in bathrooms.<sup>118</sup>

78. Many schools have shifted their disciplinary policies in order to effectively address the JUUL epidemic. Rather than immediately suspending students for a first offense, school districts have created anti-vaping curricula which students are required to follow in sessions held outside of normal school hours, including on Saturdays.<sup>119</sup> Teachers prepare lessons and study materials for these sessions with information on the marketing and health dangers of vaping<sup>120</sup>—extra work which requires teachers to work atypical hours early in the mornings and on weekends.<sup>121</sup> Some schools will increase their drug-testing budget to include random nicotine tests for students before they join extracurricular activities. Under this drug testing protocol, first offenders will undergo drug and alcohol educational programming; second and third offenders will be forced to sit out from extracurriculars and attend substance abuse counseling.<sup>122</sup>

79. JUUL actively sought to enter school campuses. The Subcommittee on Economic and Consumer Policy (“Subcommittee”) conducted a months-long investigation of JUUL, including reviewing tens of thousands of internal documents, and concluded that JUUL “deliberately targeted

<sup>117</sup> Suzanne Monaghan, Many schools installing vape detectors in bathrooms to discourage e-cigarette use, KYW Newsradio (June 10, 2019), <https://kywnewsradio.radio.com/articles/news/many-schools-installing-vapedetectors-bathrooms-address-rise-e-cigarette-use>.

<sup>118</sup> Lauren Katims, California Fights Vaping in Schools, U.S. News & World Report (Apr. 30, 2019), <https://www.usnews.com/news/best-states/articles/2019-04-30/california-focuses-on-education-to-curb-vaping-in-schools>.

<sup>119</sup> *Id.*

<sup>120</sup> Pat Eaton-Robb, Discipline or treatment? Schools rethinking vaping response, Concord Monitor (May 26, 2019), <https://www.concordmonitor.com/Discipline-or-treatment-Schools-rethinking-vaping-response-25822972>.

<sup>121</sup> Kathy Brown, School trustees OK discipline for juuling/vaping offenses, Gillette News Record (Aug. 29, 2019), [https://www.gillettenewsrecord.com/news/local/article\\_5ec28c96-fd48-5ae0-b267-4e417272d020.html](https://www.gillettenewsrecord.com/news/local/article_5ec28c96-fd48-5ae0-b267-4e417272d020.html).

<sup>122</sup> Christine Hauser, This School District Has a Way to Combat Vaping: Random Nicotine Tests, N.Y. Times (June 17, 2019), <https://www.nytimes.com/2019/06/17/us/nebraska-vaping-schools.html>.

1 children in order to become the nation’s largest seller of e-cigarettes.”<sup>123</sup> The Subcommittee found that  
 2 “(1) Juul deployed a sophisticated program to enter schools and convey its messaging directly to teenage  
 3 children; (2) Juul also targeted teenagers and children, as young as eight years-old, in summer camps  
 4 and public out-of-school programs; and (3) Juul recruited thousands of online “influencers” to market  
 5 to teens.”<sup>124</sup>

6 80. According to the Subcommittee, JUUL was willing to pay schools and organizations  
 7 hundreds of thousands of dollars to have more direct access to kids. Such attempts included paying a  
 8 Baltimore charter school organization \$134,000 to start a summer camp to teach kids healthy lifestyles,  
 9 for which JUUL itself would provide the curriculum; offering schools \$10,000 to talk to students on  
 10 campus; and giving the Police Activities League in Richmond, California, \$90,000 to provide JUUL’s  
 11 own vaping education program, “Moving On,” to teenage students suspended for using cigarettes.<sup>125</sup>  
 12 Meanwhile, JUUL would collect data about test scores, surveys, and activity logs about the students.

13 81. Among the more egregious incidents reported by the Subcommittee was a July 24, 2019  
 14 presentation -- during which no parents or teachers were in the room – which conveyed the message that  
 15 the JUUL product was “totally safe,” and the presenter even demonstrated to the students how to use a  
 16 JUUL.<sup>126</sup> The school was presumably paid for this meeting, which was marketed to the school as an  
 17 anti-smoking initiative. A JUUL spokesman said JUUL is no longer funding such programs.<sup>127</sup>

#### 18 **E. Impact on Pacific Grove Unified School District.**

19 82. The epidemic has severely impacted the District. JUUL use has interrupted the  
 20 educational environment – and is impeding learning – in schools throughout the District. The District  
 21 has suffered at least four types of harm.

23 <sup>123</sup> Supplemental Memorandum for Hearing on ‘Examining JUUL’s Role in the Youth Nicotine  
 24 Epidemic: Parts I & II’ from Committee Staff, to Democratic Members of the Subcommittee on  
 25 Economic and Consumer Policy (July 25, 2019),  
<https://oversight.house.gov/sites/democrats.oversight.house.gov/files/Supplemental%20Memo.pdf>.  
 [hereinafter “JUUL’s Role in Youth Nicotine Epidemic”]

26 <sup>124</sup> *Id.*

27 <sup>125</sup> Sheila Kaplan, Juul Targeted Schools and Youth Camps, House Panel on Vaping Claims, N.Y.  
 Times (July 25, 2019), <https://www.nytimes.com/2019/07/25/health/juul-teens-vaping.html>.

28 <sup>126</sup> JUUL’s Role in Youth Nicotine Epidemic, *supra* note 125.

<sup>127</sup> *Id.*

83. *First*, the surge of vaping disrupts the learning environment as educators have to deal with the prevention and detection of student vaping and modify school property and school operations in response to the problem. With respect to students who are caught vaping, administrators must expend time and resources to deal with the problem and provide supports (e.g., positive behavioral interventions. In addition, bathrooms cannot be utilized as designed due to the high incidence of bathroom vaping. As another example, because standard smoke detectors are not sufficiently sensitive to detect vape smoke and interferes with fire alarm detectors, the District would need to retrofit its detector systems or procure vaping detectors to fully monitor and prevent in-school vaping on middle school and high school campuses. In addition, many students are no longer willing to use various campus restrooms due to a fear of the effects of second hand vape chemicals, which are unknown to our students and parents.

84. *Second*, the vaping epidemic hurts individual student learning. Vaping has led to a rise in student absences due to sickness or absenteeism. Research shows that students who attend school more often do better in school.<sup>128</sup> In Massachusetts, the National Bureau of Economic Research found “poor attendance can account for up to a quarter of the math achievement gap between poor and non-poor students.”<sup>129</sup> A study of Chicago Public Schools shows “course attendance is eight times more predictive of ninth grade failure than eighth grade test scores.”<sup>130</sup> In addition, teachers have reported a substantial increase in the number of students who are irritable and disruptive to the classroom environment – behaviors which are believed to be highly related to the use of vaping elated nicotine products. In sum, vaping-related school absences directly impact the academic achievement of the District's students.

85. *Third*, vaping hurts all students in the District, not just those who do it, through less school funding from the State for school operations. The vast majority of revenue the District receives is tied to daily student attendance. Student absences due to vaping related issues cause a reduction in

<sup>128</sup> Department of Education, 2013-14 Civil Rights Data Collection, <https://www2.ed.gov/datastory/chronicabsenteeism.html#intro>

<sup>129</sup> Joshua Goodman, “Flaking out: Student absences and snow days as disruptions of instructional time.” No. w20221. National Bureau of Economic Research (2014).

<sup>130</sup> Elaine M. Allensworth, & John Q. Easton, “What Matters for Staying On-Track and Graduating in Chicago Public High Schools: A Close Look at Course Grades, Failures, and Attendance in the Freshman Year. Research Report.” Consortium on Chicago School Research (2007).

1 state funding for the District, which inherently results in a reduction in school-site staff for all students.  
2 The District receives funding from the State only if students attend school. The more vaping-related  
3 students absences from school, the less funding the District gets to spend on learning for all students.

4 86. *Fourth*, vaping hurts all students by diverting funding away from learning toward  
5 educational campaigns, prevention, and treatment. For example, the District would divert services and  
6 funding away from implementing specialized programs, lower class size, improved technology,  
7 enhanced curricular materials, and academic reading and math instructional intervention programs for  
8 students who are struggling academically. The District will continue to incur extensive costs to  
9 orchestrate outreach regarding the risks of vaping, to enforce restrictions regarding vaping in school (for  
10 example, through vape smoke detectors), and to develop and carry out protocol associated with the  
11 collection and disposal of vape products. In the absence of student vaping, these funds could have gone  
12 to the District's core activity – educating Pacific Grove's youth.

### 13 **FIRST CAUSE OF ACTION**

#### 14 **PUBLIC NUISANCE**

15 87. Plaintiff hereby re-alleges and incorporates by reference each and every allegation  
16 contained above as though the same were set forth herein in full.

17 88. Defendants created a condition that is harmful to human health; indecent and offensive  
18 to the senses; obstructed the free use of property and resources, so as to interfere with the comfortable  
19 enjoyment of such property and resources.

20 89. Defendants' actions and omissions have caused an unreasonable and substantial  
21 interference in the educational environments in schools across the State of California, including those  
22 within the District. This interference is ongoing and continuing.

23 90. Defendants created a condition that affected a substantial number of people at the same  
24 time – specifically, Defendants have created a vaping epidemic that affects hundreds of thousands, if  
25 not millions, of students and all school districts throughout California, including students within the  
26 District.

1           91.     An ordinary person would be reasonably annoyed and disturbed by Defendants actions  
2 as described throughout this Complaint, including marketing and promoting the use of e-cigarettes by  
3 minors and the disruption of normal school operations.

4           92.     The social utility of Defendants' products do not outweigh the gravity of the harm  
5 inflicted on the District.

6           93.     The District did not consent to Defendants' conduct.

7           94.     The District suffered and continues to suffer harm different from the type of harm  
8 suffered by the general public. Among other reasons discussed throughout the Complaint, vaping has  
9 interfered with the educational environment within the District's schools and has required the District  
10 to take certain measures to prevent continued vaping on District campuses.

11          95.     Defendants' conduct was a substantial factor in causing the District's harm.

12          96.     Defendants' conduct was willful, knowing, and reckless, warranting punitive and  
13 exemplary damages.

## 14                                   **SECOND CAUSE OF ACTION**

### 15                                   **STRICT LIABILITY – DESIGN DEFECT**

16          97.     Plaintiff hereby re-alleges and incorporates by reference each and every allegation  
17 contained above as though the same were set forth herein in full.

18          98.     Plaintiff was and continues to be harmed by Defendants' vaping products, which were  
19 designed, manufactured, sold, and distributed by Defendants, and which were defectively designed; did  
20 not include sufficient instructions; were not properly researched, inspected, or tested; and did not include  
21 sufficient warning of potential safety hazards.

22          99.     The design of Defendants' vaping products were defective because the vaping products  
23 did not perform as safely as an ordinary consumer would have expected them to perform, especially  
24 when Defendants' misrepresentations are taken into consideration.

25          100.    The gravity of the harm resulting from Defendants' vaping products was, is, and will be  
26 enormous. Defendants have created an epidemic among young people that will take enormous  
27 resources, time, and effort to curb.

101. Defendants' vaping products' failure to incorporate sufficient safety features is a substantial factor in causing Plaintiff's harm.

102. Defendants' design of vaping products has resulted in increased harm to young people, such as Plaintiff's students. As a result, school districts, including Plaintiff, must take extensive action – incurring significant costs -- to address in-school vaping.

103. Defendants knew that their vaping products cause the type of harm suffered by Plaintiff.

104. At all times, there have been safer alternative designs that were and are feasible, cost effective, and advantageous.

105. Defendants' conduct lacked any care and was an extreme departure from what a reasonably careful company would do in the same situation to prevent harm to others, and thus Defendants were and are grossly negligent.

106. Defendants, its officers, directors, and managing agents, engaged in despicable conduct and acted or failed to act with malice, oppression, and fraud, warranting punitive or exemplary damages.

### **THIRD CAUSE OF ACTION**

#### **STRICT LIABILITY - FAILURE TO WARN**

107. Plaintiff hereby re-alleges and incorporates by reference each and every allegation contained above as though the same were set forth herein in full.

108. At all times, Defendants' vaping products have been defective as a result of Defendants' failure to adequately test for safety, failure to give adequate warnings or instructions regarding the possibility of adverse health consequences. Defendants also failed to inform and warn consumers and users through their advertising that they had failed to perform adequate testing of the JUUL e-cigarettes and pods to ensure safety, including long-term testing of the product, testing for injury to the lungs, brain, and cardiovascular systems, and other related medical conditions.

109. Defendants failed to both adequately test JUUL e-cigarettes and pods before making it available to consumers and users and failed to disclose through their advertising that extensive health-related testing had not been done and which testing would have disclosed the magnitude of the potential risks associated with the use of the JUUL e-cigarettes and pods.

110. In the alternative, Defendants conducted adequate testing but failed to warn about the dangers of using JUUL e-cigarettes and pods in their advertising.

111. Defendants' failure to warn was intentional, willful, and malicious. The conduct was carried on with a conscious disregard for the safety and the rights of others, such as Plaintiff.

112. As a proximate cause of Defendants' actions, Plaintiff has and will continue to incur substantial expense to address the vaping epidemic at its schools.

#### **FOURTH CAUSE OF ACTION**

##### **NEGLIGENCE**

113. Plaintiff hereby re-alleges and incorporates by reference each and every allegation contained above as though the same were set forth herein in full.

114. Defendant had a duty to Plaintiff to exercise due care.

115. Defendant breached that duty, as set forth throughout the Complaint.

116. Plaintiff was and continues to be harmed by Defendants' negligent conduct as described throughout the Complaint.

117. Plaintiff's harm was foreseeable result of Defendants conduct.

118. Defendants' negligence was a substantial factor in causing Plaintiff's harm.

119. Defendants' above-described conduct was willful, knowing, and reckless, warranting punitive and exemplary damages.

#### **PUNITIVE DAMAGES ALLEGATION**

120. Plaintiff hereby re-alleges and incorporates by reference each and every allegation contained above as though the same were set forth herein in full.

121. Defendants expressed a reckless indifference to the safety of users of JUUL e-cigarettes and pods, including students attending Plaintiff's schools. Defendants' conduct, as described herein, knowing the dangers and risks of JUUL e-cigarettes and pods, yet concealing and/or omitting this information in their advertising, in furtherance of their conspiracy and concerted action was outrageous because of Defendants' willful a reckless indifference to the safety of users of JUUL e-cigarettes and pods.

122. Plaintiff is entitled to punitive damages because Defendants' failure to warn and other actions as described herein were malicious, wanton, willful or oppressive or were done with reckless indifference to the Plaintiff and the public's safety and welfare. Defendants misled both the FDA and the public at large, including the Plaintiff herein, by making false representations about the safety of their product. In their advertising, Defendants downplayed, understated and/or disregarded their knowledge of the serious and permanent side effects associated with the use of their product, despite available information demonstrating that JUUL e-cigarettes and pods were likely to cause serious side effects.

123. Defendants were or should have been in possession of evidence demonstrating that their products caused serious side effects. Nonetheless, they continued to advertise the products by providing false and misleading information with regard to safety and efficacy.

124. Defendants' actions described above were performed willfully, intentionally and with reckless disregard for the rights of Plaintiff and the public. As a direct and proximate result of the willful, wanton, evily, motivated and/or reckless conduct of Defendants, Plaintiff sustained damages as set forth above. Accordingly, Plaintiff seeks and is entitled to punitive damages in an amount to be determined at trial.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment as follows:

- a. Compensatory damages as allowable by law;
- b. Costs to abate and/or mitigate the continuing nuisance;
- c. Injunctive relief and abatement;
- d. Punitive damages;
- e. Reasonable attorneys' fees as allowed by law;
- f. Statutory pre-judgment and post-judgment interest allowable by law;
- g. Costs of this suit allowable by law; and,
- h. Any and all other relief that this Court deems necessary or appropriate.

1  
2 DATED: February \_\_, 2020

BARON & BUDD, P.C.

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4 \_\_\_\_\_  
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- ☐ Consent  
☐ Information/Discussion  
☒ Action/Discussion  
☐ Public Hearing

**SUBJECT:** Approval of the 2019-20 Second Interim Report

**DATE:** March 5, 2020

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

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**RECOMMENDATION:**

The Administration recommends that the Board approve the 2019-20 Second Interim Report.

**BACKGROUND:**

Under current state law, school districts are required to formally update and review their operating budgets at least twice per year. The First Interim Report reflects the results of operations through October 31, and must be approved by the Board and submitted to the County Office of Education no later than December 15 each year.

In March, the Board reviews and approves the Second Interim Report, which reflects the results of operations through January 31, and must be submitted to the County Office of Education by March 15.

**INFORMATION:**

In compliance with Education Code EC 42131(a)(1) requirements, Assembly Bill (AB) 1200, and AB 2756, the attached Second Interim Report indicates that, based on current information and projections, the District's General Fund will have a

- 1) positive ending fund balance,
- 2) positive cash flow, and
- 3) will be able to meet its financial obligations for the current year and subsequent two years.

With revenues of \$35,658,935 and expenditures of \$35,534,712 including interfund transfers, the General Fund is budgeted to run a gross operating surplus of \$124,223 for the current year. This gross surplus includes carryover funds of \$355,999, and thus, the projected net operating surplus is \$480,222.

Carryover funds are funds that were received last fiscal year but have not been spent. The funds were deposited in the Fund Balance and now the funds have been budgeted in the expenditures which artificially lower the operating surplus for the current fiscal year.

The projected reserve balance is 12.3% including the minimum required reserve of 3.0%.

**GENERAL FUND:**

**REVENUES:**

- Projected revenues reflect data received from the Assessor's Office
- There was a decline of \$15,286 in LCFF Sources due to declining enrollment (lower ADA)
- \$267,860 in donation carryover from 2018-19 plus \$88,135 in Restricted carryover funds have been posted to the various expenditure lines

**EXPENDITURES:**

- The Board approved to replace the two pool heaters at the High School; the portion from the General Fund was \$77,096, and this cost was taken from the Fund Balance.

**Multi-year projections:**

Due to the requirement of providing multi-year projections for the Second Interim General Fund, the following are some general assumptions applied to the outgoing fiscal years:

**2020-21:**

**Revenues:** Property tax revenues are revised by an increase of .50% from 4 % to **4.50%**

**Expenditures :** the normal step and column; increased STRS contribution rate from 17.10% to 18.40% and PERS from 19.721% to 22.80%

**2021-22:**

**Revenues:** Property tax revenues are projected to increase by **3.5%** from 2020-21

**Expenditures :** the normal step and column; decreased STRS contribution rate from 18.40% to 18.10% but increased PERS from 22.80% to 24.90%

**ADULT EDUCATION FUND:**

- Posted budget adjustment to Local Revenues due to fees received
- Expenditure budget adjustments are based on these fees received and reflecting actual salaries and benefits

**CHILD DEVELOPMENT FUND:**

- Minimal budget changes

**CAFETERIA FUND:**

- Minor budget adjustments between object codes and reflecting actuals

**DEFERRED MAINTENANCE FUND:**

- A budget adjustment of \$26,800: \$10,000 for a portion of the two pool heaters at the High School and \$16,800 from this Fund for the Robert Down basement project

**POST EMPLOYMENT BENEFITS FUND:**

- No budget changes

**BUILDING FUND/EDUCATION TECHNOLOGY:**

- One budget adjustment between object codes

**CAPITAL OUTLAY PROJECTS FUND:**

- A budget adjustment of \$50,000: \$20,000 for a portion of the two pool heaters at the High School and \$30,000 from this Fund for the Robert Down basement project

**FISCAL IMPACT:**

As reported in the 2019-20 Second Interim Report.

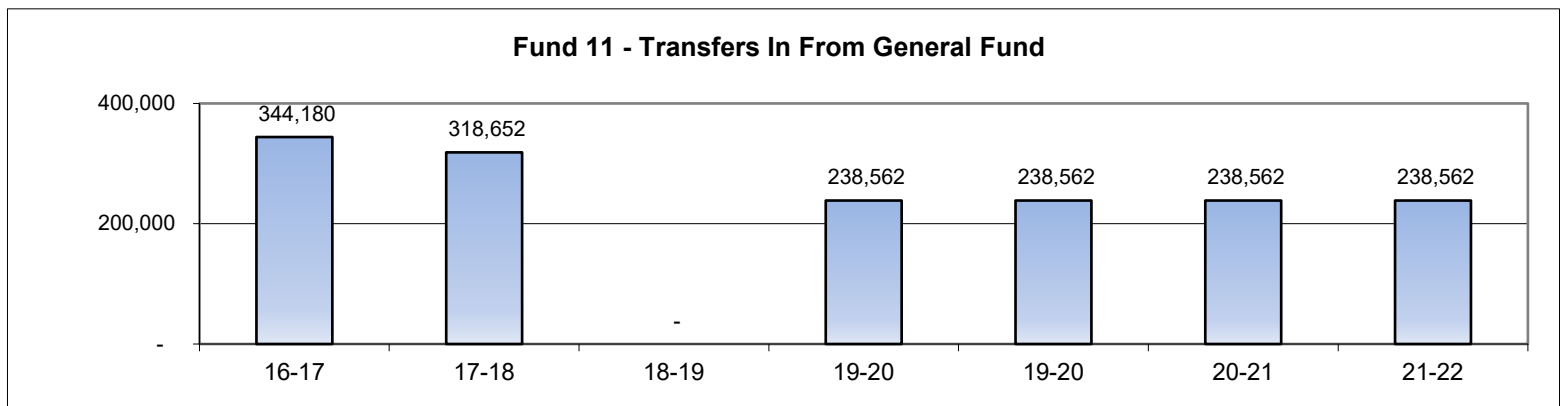
## Fund 1 - General Fund

	5.90%	5.96%	6.52%	5.86%	5.86%	4.50%	3.50%
	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22
	Actuals	Actuals	Actuals	First Interim	Second Interim	Estimate	Estimate
Beginning Fund Balance - Rest	498,525	724,568	446,664	526,947	526,947	-	-
Beginning Fund Balance - Unrest.	4,742,364	4,663,312	4,151,404	4,169,419	4,169,422	4,820,592	5,532,106
<b>Beginning Fund Balance</b>	<b>5,240,889</b>	<b>5,387,880</b>	<b>4,598,068</b>	<b>4,696,366</b>	<b>4,696,369</b>	<b>4,820,592</b>	<b>5,532,106</b>
<b>Revenues:</b>							
LCFF Sources 8000	25,912,303	27,410,041	29,357,332	30,673,520	30,658,234	31,924,068	32,952,909
Federal Sources 8100	614,403	795,584	719,971	660,751	661,753	665,984	670,249
State Sources 8300	2,354,635	2,245,339	2,700,969	2,660,190	2,658,179	2,647,408	2,544,645
Local Sources 8600	1,612,235	1,583,927	1,721,841	1,473,355	1,680,769	1,680,769	1,680,769
<b>Total Revenues</b>	<b>30,493,576</b>	<b>32,034,891</b>	<b>34,500,113</b>	<b>35,467,816</b>	<b>35,658,935</b>	<b>36,918,229</b>	<b>37,848,572</b>
percent change	2.0%	5.1%	2.7%	2.6%	0.5%	3.5%	2.5%
<b>Expenditures:</b>							
Certificated Salaries 1000	15,120,421	16,068,126	17,073,639	17,036,640	17,036,292	17,253,915	17,521,462
Classified Salaries 2000	5,478,317	5,892,951	6,579,721	6,497,886	6,521,442	6,637,126	6,754,066
Employee Benefits 3000	5,649,084	6,170,056	7,068,637	7,864,292	7,862,747	8,427,967	8,657,896
Books and Supplies 4000	1,098,576	1,414,682	933,021	1,423,097	1,420,434	1,159,774	1,135,573
Services and Other 5000	2,659,667	3,114,199	2,435,873	2,295,649	2,581,402	2,698,538	2,697,339
Capital Outlay 6000	178,164	74,062	41,256	85,000	83,000	-	-
Other Outgo 7000	251,056	40,543	650	42,778	29,395	29,395	29,395
<b>Total Expenditures</b>	<b>30,435,285</b>	<b>32,774,619</b>	<b>34,132,796</b>	<b>35,245,342</b>	<b>35,534,712</b>	<b>36,206,715</b>	<b>36,795,731</b>
percent change	7.6%	7.7%	-1.6%	2.2%	0.8%	1.9%	1.6%
<b>Surplus (Deficit)</b>	<b>58,291</b>	<b>(739,727)</b>	<b>367,317</b>	<b>222,474</b>	<b>124,223</b>	<b>711,514</b>	<b>1,052,841</b>
<b>Transfers In (Out)</b>							
Fund 11 - Adult Education			(93,891)				
Fund 12 - Child Development							
Fund 13 - Cafeteria	(50,285)	(50,864)	(58,105)	(9,842)	(9,842)	(75,880)	(75,880)
Fund 14 - Deferred Maintenance							
Fund 20 - Postemployment Ben.	(19,426)						
Other Sources (Uses) Bus/FD 40	158,410		(117,024)	-	(9,842)	-	-
<b>Net Transfers In (Out)</b>	<b>88,699</b>	<b>(50,864)</b>	<b>(269,019)</b>	<b>(9,842)</b>	<b>(19,684)</b>	<b>(75,880)</b>	<b>(75,880)</b>
<b>Ending Fund Balance</b>	<b>5,387,880</b>	<b>4,597,288</b>	<b>4,696,366</b>	<b>4,918,840</b>	<b>4,820,592</b>	<b>5,532,106</b>	<b>6,584,947</b>
<b>Components of Ending Fund Balance</b>							
<b>a Nonspendable - Revolving Cash</b>	5,000	5,000	5,000	5,000	5,000	5,000	5,000
<b>b Restricted (restricted carryover)</b>	91,810	446,664	526,947	426,739	438,812	438,812	438,812
<b>c Committed / Prepaid Exp.</b>			3,220				
<b>d Assigned</b>							
Prop Tax Reserve (0.50%)	157,551	124,728	132,866	140,648	140,648	146,977	152,122
Basic Aid Reserve	945,304	1,028,873	1,032,054	2,476,386	2,448,471	3,110,003	4,118,513
Sick Leave Incentive Reserve	40,000	40,000	70,000	70,000	70,000	70,000	70,000
Deferred Maint. & RRM Reserve		819,346	539,351	507,361	416,042	436,202	453,873
STRS/PERS Reserve 2020-21	3,221,392	1,000,994	1,057,412	235,345	235,577	238,910	242,755
C/o to FD 40; Donations		117,024	297,461				
<b>e 3% Resv for Econ Uncertainties (3)</b>	<b>926,824</b>	<b>1,015,438</b>	<b>1,032,054</b>	<b>1,057,360</b>	<b>1,066,041</b>	<b>1,086,201</b>	<b>1,103,872</b>
Unassigned/Unappropriated							
<b>subtotal Unrestricted Reserves</b>	5,291,070	4,146,403	4,161,199	4,487,101	4,376,780	5,088,294	6,141,135
Undesignated Resv Percent	17.4%	12.6%	12.1%	12.7%	12.3%	14.0%	16.7%
<b>Ending Fund Balance</b>	<b>5,387,880</b>	<b>4,598,067</b>	<b>4,696,366</b>	<b>4,918,840</b>	<b>4,820,592</b>	<b>5,532,106</b>	<b>6,584,947</b>

## Fund 11 - Adult Education Fund

	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22
	Actuals	Actuals	U. Actuals	First Interim	Second Interim	Estimate	Estimate
<b>Beginning Fund Balance</b>	<b>774,914</b>	<b>1,693,433</b>	<b>2,336,590</b>	<b>2,005,884</b>	<b>2,005,884</b>	<b>801,393</b>	<b>800,627</b>
<b>Revenues:</b>							
Revenue Limit Sources 8000	344,180	318,652	-	238,562	238,562	238,562	238,562
Federal Revenue 8200	34,558	25,722	35,628	62,640	62,640	62,650	62,650
Other State Revenue 8091/8590	1,354,433	1,883,967	1,387,498	1,483,859	1,483,859	1,483,800	1,483,800
Other Local Revenue 8600	546,770	520,314	632,818	145,660	300,228	300,228	300,228
<b>Total Revenues</b>	<b>2,279,942</b>	<b>2,748,654</b>	<b>2,055,943</b>	<b>1,930,721</b>	<b>2,085,289</b>	<b>2,085,240</b>	<b>2,085,240</b>
<b>Expenditures:</b>							
Certificated Salaries 1000	597,180	585,395	599,032	681,673	756,675	668,555	679,051
Classified Salaries 2000	351,803	377,762	642,999	892,129	1,027,365	543,495	552,027
Employee Benefits 3000	209,514	234,137	328,805	416,793	432,854	353,834	356,511
Books and Supplies 4000	165,189	170,778	259,354	344,404	311,955	311,955	311,955
Services & Other Oper: 5000	37,736	204,408	86,482	246,183	208,167	208,167	208,167
Capital Outlay 6000		533,017	453,868	455,764	455,764		
Other Outgo 7100							
Indirect Costs 7350			110,000	97,000	97,000		
<b>Total Expenditures</b>	<b>1,361,423</b>	<b>2,105,497</b>	<b>2,480,540</b>	<b>3,133,946</b>	<b>3,289,780</b>	<b>2,086,005</b>	<b>2,107,712</b>
<b>Surplus (Deficit)</b>	<b>918,518</b>	<b>643,157</b>	<b>(424,597)</b>	<b>(1,203,225)</b>	<b>(1,204,491)</b>	<b>(765)</b>	<b>(22,472)</b>
<b>Transfers In - Fund 1</b> 8900			93,891				
<b>Ending Fund Balance</b>	<b>1,693,433</b>	<b>2,336,590</b>	<b>2,005,884</b>	<b>802,659</b>	<b>801,393</b>	<b>800,627</b>	<b>778,156</b>
<b>Components of Ending Fund Balance:</b>							
a) Nonspendable - Revolv 9711							
b) Restricted - Donations 9740	1,188,902	1,688,778	996,295	9,921	9,921	-	-
c) Committed 9750							
d) Assigned 9780	504,531	647,812	1,009,589	792,739	791,472	800,627	778,156
e) Unassigned/Unappropri 9790							
<b>Ending Fund Balance</b>	<b>1,693,433</b>	<b>2,336,590</b>	<b>2,005,884</b>	<b>802,660</b>	<b>801,393</b>	<b>800,627</b>	<b>778,156</b>

Fund 11 accounts for all the transactions related to the District's Adult Education program. The state has changed the way Adult Ed posts the apportionments, making it difficult to compare across years. Prior to 2008-09, Adult Ed received their apportionment directly from the state. In 2009-10, it became a Transfer-In from the General Fund. Then, in 2011-12, it was not transferred in, but posted from the General Fund into their Other State Revenue line item. In 2015-16, funding is posted directly to Fund 11.

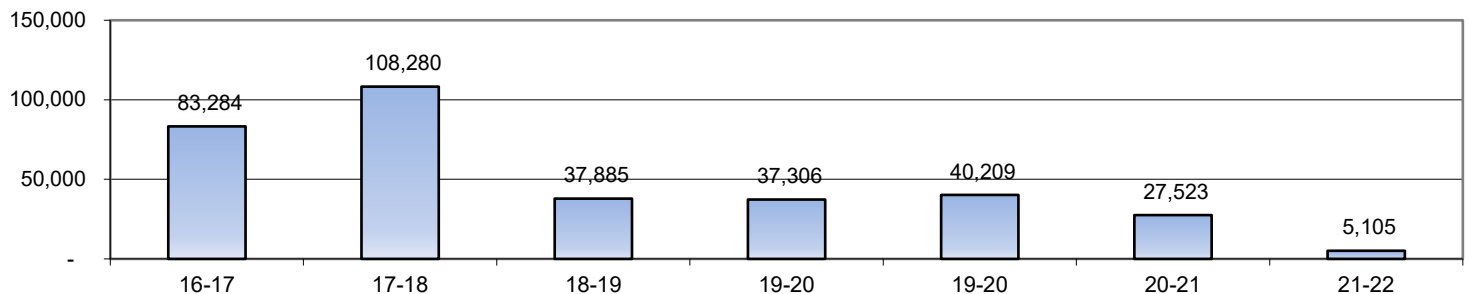


## Fund 12 - Child Development Fund

	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22
	Actuals	Actuals	U. Actuals	First Interim	Second Interim	Estimate	Estimate
<b>Beginning Fund Balance</b>	<b>63,531</b>	<b>83,284</b>	<b>108,280</b>	<b>37,885</b>	<b>37,885</b>	<b>40,209</b>	<b>27,523</b>
<b>Revenues:</b>							
Revenue Limit Sources 8000							
Federal Revenue 8100							
State Revenue (Presch 8500	99,383	91,248	124,217	124,430	128,311	128,300	128,300
Local Revenue (BASRF 8600	418,184	419,342	353,160	408,000	408,000	408,000	408,000
<b>Total Revenues</b>	<b>517,567</b>	<b>510,590</b>	<b>477,377</b>	<b>532,430</b>	<b>536,311</b>	<b>536,300</b>	<b>536,300</b>
<b>Expenditures:</b>							
Certificated Salaries 1000	57,887	59,570	65,542	64,163	64,163	65,170	66,194
Classified Salaries 2000	263,017	279,529	319,384	296,237	296,491	301,976	307,563
Employee Benefits 3000	93,776	99,603	121,028	128,059	128,540	137,160	140,212
Books and Supplies 4000	6,667	11,798	9,136	9,510	9,383	9,340	9,360
Services & Other Oper 5000	50,293	13,422	3,505	10,500	10,870	10,800	10,850
Capital Outlay 6000	4,503	-	4,637			-	-
Other Outgo 7100							
Indirect Costs 7300	21,672	21,672	24,540	24,540	24,540	24,540	24,540
<b>Total Expenditures</b>	<b>497,814</b>	<b>485,594</b>	<b>547,773</b>	<b>533,009</b>	<b>533,987</b>	<b>548,986</b>	<b>558,718</b>
<b>Surplus (Deficit)</b>	<b>19,753</b>	<b>24,997</b>	<b>(70,395)</b>	<b>(579)</b>	<b>2,324</b>	<b>(12,686)</b>	<b>(22,418)</b>
<b>Transfers In from Fund 1 8900</b>							
<b>Ending Fund Balance</b>	<b>83,284</b>	<b>108,280</b>	<b>37,885</b>	<b>37,306</b>	<b>40,209</b>	<b>27,523</b>	<b>5,105</b>
<b>Components of Ending Fund Balance:</b>							
a) Nonspendable - Revolv 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned 9780	83,284	108,280	37,885	37,306	40,209	27,523	5,105
e) Unassigned-Res for Ec 9789							
Unassigned/Unappropri 9790							
<b>Ending Fund Balance</b>	<b>83,284</b>	<b>108,280</b>	<b>37,885</b>	<b>37,306</b>	<b>40,209</b>	<b>27,523</b>	<b>5,105</b>

Fund 12 accounts for all the transactions related to the State Preschool program and the Before and After School Recreation Program (BASRP). In 2011-12, fees were raised which allowed the Fund to operate at a surplus. In 2013-14, Fund 12 paid for a new portable classroom to be located at Forest Grove Elementary School.

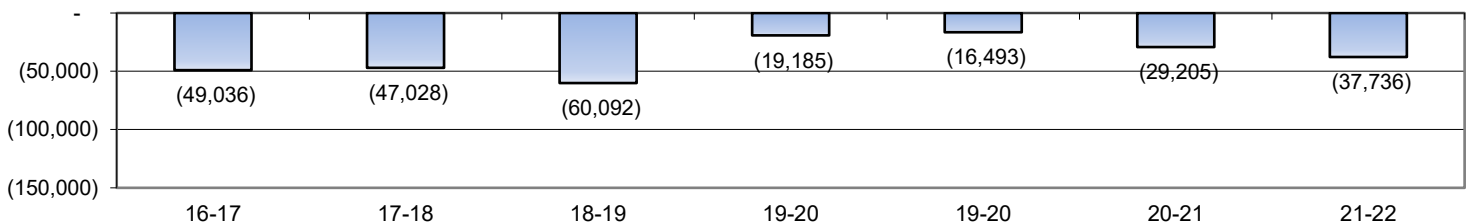
**Fund 12 - Ending Fund Balance**



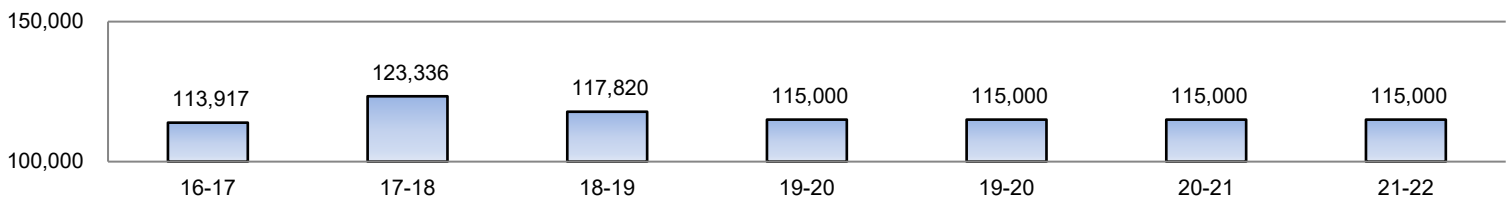
## Fund 13 - Cafeteria Fund

	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22
	Actuals	Actuals	U. Actuals	First Interim	Second Interim	Estimate	Estimate
<b>Beginning Fund Balance</b>	<b>8,680</b>	<b>9,929</b>	<b>13,765</b>	<b>11,778</b>	<b>11,778</b>	<b>5,127</b>	<b>(14,237)</b>
<b>Revenues:</b>							
Revenue Limit Sources 8000							
Federal Revenue 8200	180,311	182,258	178,292	180,000	180,000	180,000	180,000
Other State Revenue 8500	12,680	16,862	12,282	11,600	11,600	11,600	11,600
Other Local Revenue 8600	393,762	415,716	429,035	463,538	463,689	463,600	463,600
<b>Total Revenues</b>	<b>586,753</b>	<b>614,836</b>	<b>619,608</b>	<b>655,138</b>	<b>655,289</b>	<b>655,200</b>	<b>655,200</b>
<b>Expenditures:</b>							
Certificated Salaries 1000							
Classified Salaries 2000	270,631	290,475	301,683	283,641	281,976	287,193	292,506
Employee Benefits 3000	60,640	71,608	81,293	86,069	85,042	92,713	95,930
Supplies 4000	295,336	287,011	282,802	286,500	286,651	286,500	286,500
Services 5000	9,182	12,770	13,921	18,113	18,113	18,000	18,000
Capital Outlay 6000							
Other Outgo 7100							
<b>Total Expenditures</b>	<b>635,789</b>	<b>661,863</b>	<b>679,700</b>	<b>674,323</b>	<b>671,782</b>	<b>684,405</b>	<b>692,936</b>
<b>Surplus (Deficit)</b>	<b>(49,036)</b>	<b>(47,028)</b>	<b>(60,092)</b>	<b>(19,185)</b>	<b>(16,493)</b>	<b>(29,205)</b>	<b>(37,736)</b>
<b>Transfers In - General F</b> 8900	50,285	50,864	58,105	9,842	9,842	9,842	9,842
<b>Ending Fund Balance</b>	<b>9,929</b>	<b>13,766</b>	<b>11,778</b>	<b>2,435</b>	<b>5,127</b>	<b>(14,237)</b>	<b>(42,131)</b>
<b>Components of Ending Fund Balance:</b>							
a) Nonspendable - Stores 9711	9,929	8,645	11,226				
b) Restricted 9740		4,568	-	1,884	4,576	(14,237)	(42,131)
c) Committed							
d) Assigned - cash in drawer		552	552	552	552		
e) Unassigned/Unappropri 9790							
<b>Ending Fund Balance</b>	<b>9,929</b>	<b>13,765</b>	<b>11,778</b>	<b>2,436</b>	<b>5,128</b>	<b>(14,237)</b>	<b>(42,131)</b>

Fund 13 - Surplus (Deficit)



Meals Served



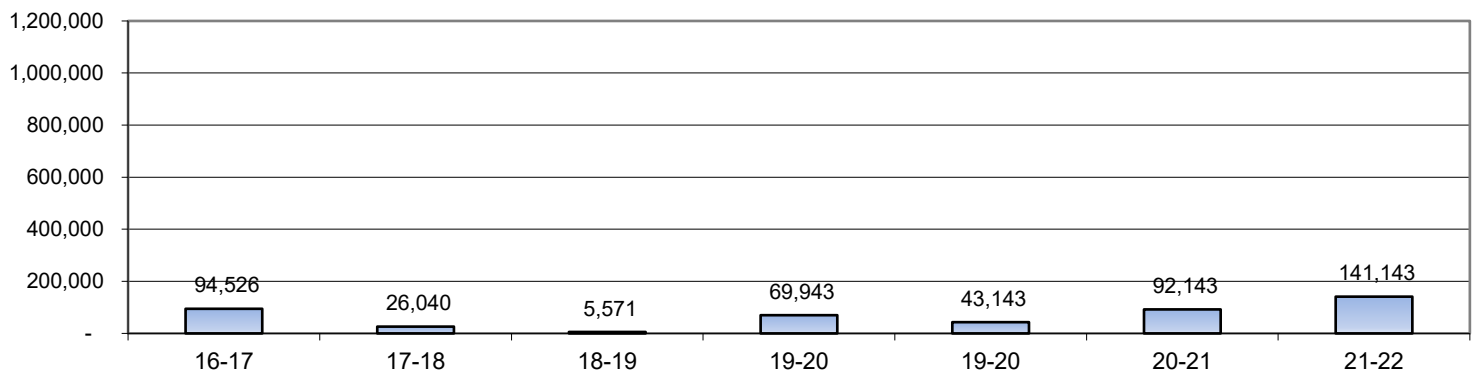
## Fund 14 - Deferred Maintenance Fund

	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22
	Actuals	Actuals	U. Actuals	First Interim	Second Interim	Estimate	Estimate
<b>Beginning Fund Balance</b>	<b>380,180</b>	<b>94,526</b>	<b>26,040</b>	<b>5,571</b>	<b>5,571</b>	<b>43,143</b>	<b>92,143</b>
<b>Revenues:</b>							
Revenue Limit Sources 8000			93,372	93,372	93,372	93,000	93,000
Federal Revenue 8100							
Other State Revenue 8590	93,372	93,372				-	-
Other Local Revenue 8660	2,948	402	(272)	1,000	1,000	1,000	1,000
<b>Total Revenues</b>	<b>96,320</b>	<b>93,774</b>	<b>93,100</b>	<b>94,372</b>	<b>94,372</b>	<b>94,000</b>	<b>94,000</b>
<b>Expenditures:</b>							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4300	31,640	6,572				-	-
Services 5800	350,335	155,688	113,569	30,000	56,800	45,000	45,000
Capital Outlay 6000							
Other Outgo 7100							
Indirect Costs 7300							
<b>Total Expenditures</b>	<b>381,975</b>	<b>162,260</b>	<b>113,569</b>	<b>30,000</b>	<b>56,800</b>	<b>45,000</b>	<b>45,000</b>
<b>Surplus (Deficit)</b>	<b>(285,655)</b>	<b>(68,486)</b>	<b>(20,469)</b>	<b>64,372</b>	<b>37,572</b>	<b>49,000</b>	<b>49,000</b>
<b>Transfers In (Out) - to G</b> 8900							
<b>Ending Fund Balance</b>	<b>94,526</b>	<b>26,040</b>	<b>5,571</b>	<b>69,943</b>	<b>43,143</b>	<b>92,143</b>	<b>141,143</b>

**Components of Ending Fund Balance:**

a) Nonspendable - Revolv 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned 9780	94,526	26,040	5,571	69,943	43,143	92,143	141,143
e) Unassigned-Reserve fc 9789							
Unassigned/Unappropri 9790							
<b>Ending Fund Balance</b>	<b>94,526</b>	<b>26,040</b>	<b>5,571</b>	<b>69,943</b>	<b>43,143</b>	<b>92,143</b>	<b>141,143</b>

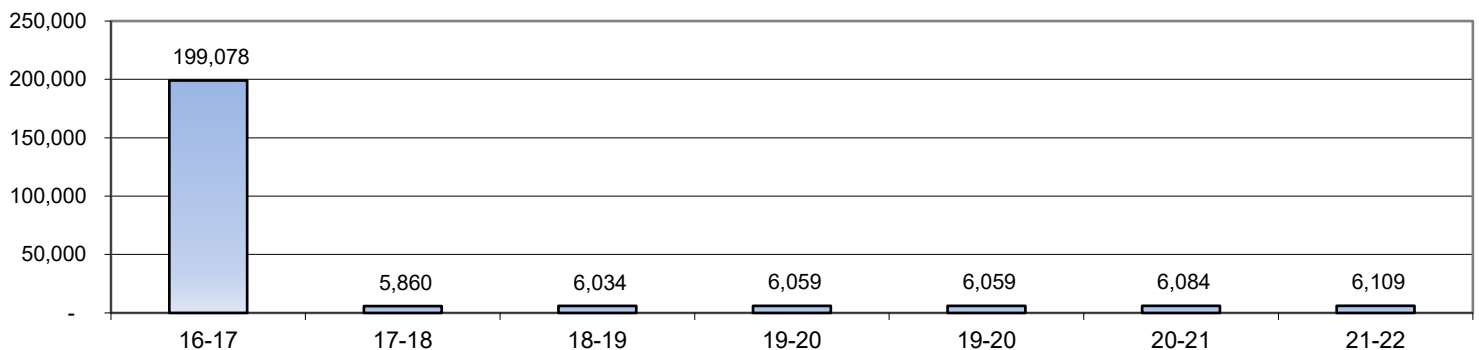
**Fund 14 - Ending Fund Balance**



## Fund 20 - Postemployment Benefits Fund

	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22
	Actuals	Actuals	U. Actuals	First Interim	Second Interim	Estimate	Estimate
<b>Beginning Fund Balance</b>	<b>177,493</b>	<b>199,078</b>	<b>5,860</b>	<b>6,034</b>	<b>6,034</b>	<b>6,059</b>	<b>6,084</b>
<b>Revenues:</b>							
Revenue Limit Sources 8000							
Federal Revenue 8100							
Other State Revenue 8300							
Other Local Revenue 8600	2,160	1,782	174	25	25	25	25
<b>Total Revenues</b>	<b>2,160</b>	<b>1,782</b>	<b>174</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>
<b>Expenditures:</b>							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4000							
Services 5000							
Capital Outlay 6000							
Other Outgo 7100							
Indirect Costs 7300							
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Deficit)</b>	<b>2,160</b>	<b>1,782</b>	<b>174</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>
<b>Transfers In (Out) - from</b> 8900	<b>19,426</b>	<b>(195,000)</b>					
<b>Ending Fund Balance</b>	<b>199,078</b>	<b>5,860</b>	<b>6,034</b>	<b>6,059</b>	<b>6,059</b>	<b>6,084</b>	<b>6,109</b>
<b>Components of Ending Fund Balance:</b>							
a) Nonspendable - Revolv 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned - Medigap 9780	199,078	5,860	6,034	6,059	6,059	6,084	6,109
e) Unassigned-Reserve fc 9789							
Unassigned/Unappropri 9790							
<b>Ending Fund Balance</b>	<b>199,078</b>	<b>5,860</b>	<b>6,034</b>	<b>6,059</b>	<b>6,059</b>	<b>6,084</b>	<b>6,109</b>

**Fund 20 - Ending Fund Balance**

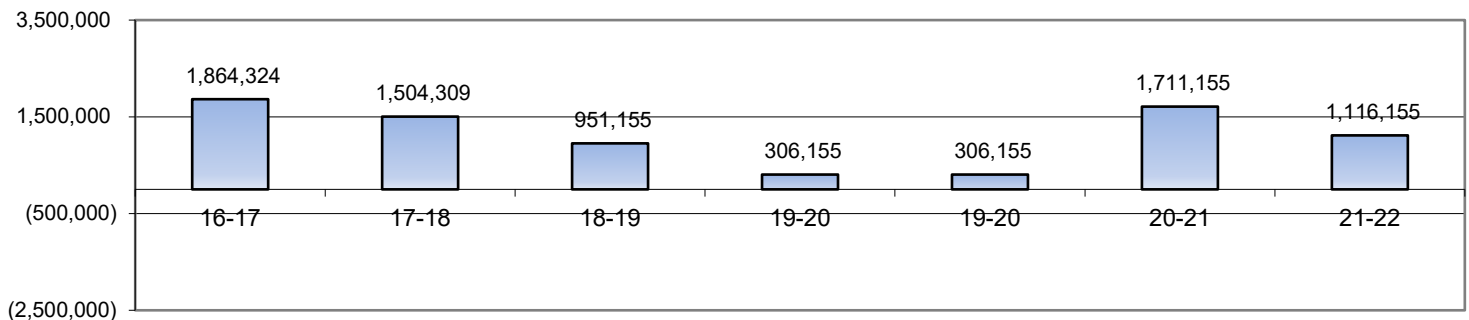


## Fund 21 - Building Fund (Education Technology)

	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22
	Actuals	Actuals	U. Actuals	First Interim	Second Interim	Estimate	Estimate
<b>Beginning Fund Balance</b>	<b>542,106</b>	<b>1,864,324</b>	<b>1,504,309</b>	<b>951,155</b>	<b>951,155</b>	<b>306,155</b>	<b>1,711,155</b>
<b>Revenues:</b>							
Revenue Limit Sources 8000							
Federal Revenue 8100							
Other State Revenue 8300							
Other Local Revenue 8600	2,076,395	22,929	28,524	5,000	5,000	2,005,000	5,000
<b>Total Revenues</b>	<b>2,076,395</b>	<b>22,929</b>	<b>28,524</b>	<b>5,000</b>	<b>5,000</b>	<b>2,005,000</b>	<b>5,000</b>
<b>Expenditures:</b>							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4000	161,231	254,111	383,315	440,000	394,600	400,000	400,000
Services 5000	134,492	128,833	177,836	110,000	155,400	100,000	100,000
Capital Outlay 6000	458,454	-	20,527	100,000	100,000	100,000	100,000
Other Outgo 7100							
Indirect Costs 7300							
<b>Total Expenditures</b>	<b>754,177</b>	<b>382,944</b>	<b>581,677</b>	<b>650,000</b>	<b>650,000</b>	<b>600,000</b>	<b>600,000</b>
<b>Surplus (Deficit)</b>	<b>1,322,218</b>	<b>(360,015)</b>	<b>(553,154)</b>	<b>(645,000)</b>	<b>(645,000)</b>	<b>1,405,000</b>	<b>(595,000)</b>
<b>Transfers In (Out) 8900</b>							
<b>Ending Fund Balance</b>	<b>1,864,324</b>	<b>1,504,309</b>	<b>951,155</b>	<b>306,155</b>	<b>306,155</b>	<b>1,711,155</b>	<b>1,116,155</b>
<b>Components of Ending Fund Balance:</b>							
a) Nonspendable - Revolv 9711							
b) Restricted 9740		1,493,530	912,112	267,113	267,113		
c) Committed 9750							
d) Assigned 9780	1,864,324	10,779	39,044	39,042	39,042	1,711,155	1,116,155
e) Unassigned-Reserve fc 9789							
Unassigned/Unappropri 9790							
<b>Ending Fund Balance</b>	<b>1,864,324</b>	<b>1,504,309</b>	<b>951,155</b>	<b>306,155</b>	<b>306,155</b>	<b>1,711,155</b>	<b>1,116,155</b>

Fund 21 accounts for the revenues and expenditures associated with Measure A and Measure D Bonds.

**Fund 21 - Ending Fund Balance**

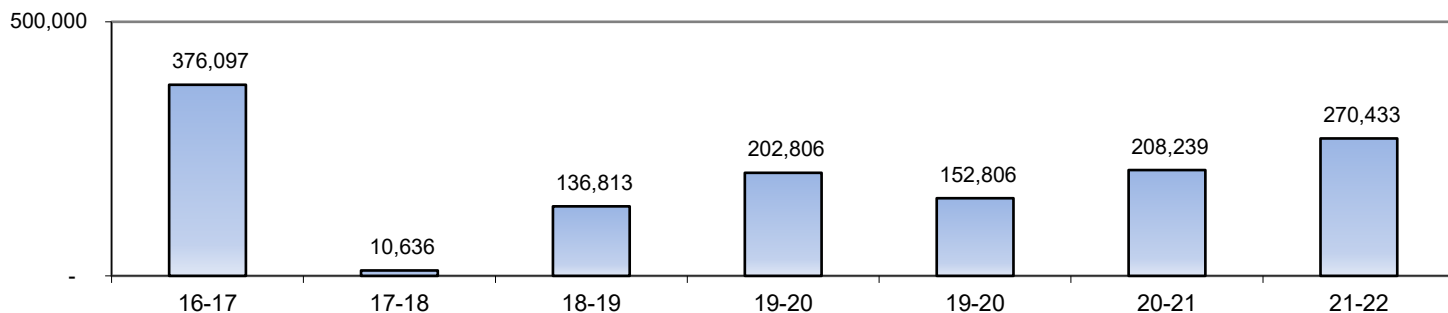


## Fund 40 - Capital Outlay Projects Fund

	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22
	Actuals	Actuals	U. Actuals	First Interim	Second Interim	Estimate	Estimate
<b>Beginning Fund Balance</b>	<b>571,955</b>	<b>376,097</b>	<b>10,636</b>	<b>136,813</b>	<b>136,813</b>	<b>152,806</b>	<b>208,239</b>
<b>Revenues:</b>							
Revenue Limit Sources 8000							
Federal Revenue 8100							
Other State Revenue 8300							
Other Local Revenue 8600	285,922	904,725	663,611	225,893	225,893	225,333	232,093
<b>Total Revenues</b>	<b>285,922</b>	<b>904,725</b>	<b>663,611</b>	<b>225,893</b>	<b>225,893</b>	<b>225,333</b>	<b>232,093</b>
<b>Expenditures:</b>							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4000	124,197	107,904				10,000	10,000
Services 5000	91,094	781,825	449,936	30,000	80,000	30,000	30,000
Capital Outlay - Equipmr 6000	237,355	374,818	3,882				
Other Outgo 7100		200,640	200,640	129,900	129,900	129,900	129,900
Indirect Costs 7300	29,135	-				-	-
<b>Total Expenditures</b>	<b>481,781</b>	<b>1,465,187</b>	<b>654,458</b>	<b>159,900</b>	<b>209,900</b>	<b>169,900</b>	<b>169,900</b>
<b>Surplus (Deficit)</b>	<b>(195,858)</b>	<b>(560,462)</b>	<b>9,154</b>	<b>65,993</b>	<b>15,993</b>	<b>55,433</b>	<b>62,193</b>
<b>Transfers In (Out)</b> 8900		195,000	117,024				
<b>Ending Fund Balance</b>	<b>376,097</b>	<b>10,636</b>	<b>136,813</b>	<b>202,806</b>	<b>152,806</b>	<b>208,239</b>	<b>270,433</b>
<b>Components of Ending Fund Balance:</b>							
a) Nonspendable - Revolv 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned 9780	376,097	10,636	136,813	202,806	152,806	208,239	270,433
e) Unassigned/Unappropri 9790							
<b>Ending Fund Balance</b>	<b>376,097</b>	<b>10,636</b>	<b>136,813</b>	<b>202,806</b>	<b>152,806</b>	<b>208,239</b>	<b>270,433</b>

Fund 40 includes revenues collected from David Avenue leases, expenditures authorized by the Board, and prior to 18-19 maintenance department expenses in excess of the program 6220 allocation. The Board approved \$500,000 to help with the cost of construction of the High School swimming pool. In 2017-18, Fund 40 was used to fund the construction of three portable classrooms at Robert Down, and two portable classrooms at Forest Grove.

**Fund 40 - Ending Fund Balance**



## 2019-20 Budget Revisions - General Fund 01

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes	First Interim	Rev #3 Changes		Second Interim
<b>Beginning Balance</b>	<b>3,522,458</b>	1,173,911	<b>4,696,369</b>	-	<b>4,696,369</b>			<b>4,696,371</b>
<b>Revenues</b>								
LCFF	30,382,346	290,891	30,673,237	283	30,673,520	(15,286)	a	30,658,234
Federal Revenues	655,066	(7,450)	647,616	13,135	660,751	1,002	b	661,753
State Revenues	2,095,006	43,745	2,138,751	521,439	2,660,190	(2,011)	c	2,658,179
Local Revenues	1,425,748	129,688	1,555,436	(82,081)	1,473,355	207,414	d	1,680,769
<b>Total Revenues</b>	<b>34,558,166</b>	<b>456,874</b>	<b>35,015,040</b>	<b>452,776</b>	<b>35,467,816</b>	<b>191,119</b>		<b>35,658,935</b>
<b>Expenditures</b>								
Certificated Salaries	17,266,287	(37,242)	17,229,045	(192,405)	17,036,640	(348)	e	17,036,292
Classified Salaries	6,613,175	(88,293)	6,524,882	(26,996)	6,497,886	23,556	f	6,521,442
Benefits	7,313,329	115,151	7,428,480	435,812	7,864,292	(1,545)	g	7,862,747
Books & Supplies	1,122,411	251,252	1,373,663	49,434	1,423,097	(2,663)	h	1,420,434
Services	2,050,187	140,371	2,190,558	105,091	2,295,649	285,753	i	2,581,402
Capital Outlay	-	85,000	85,000	-	85,000	(2,000)	j	83,000
Other Outgo	57,036	97,440	154,476	-	154,476	(13,383)	k	141,093
Indirect Costs	-	(97,440)	(97,440)	(24,100)	(121,540)	-		(121,540)
<b>Total Expenditures</b>	<b>34,422,425</b>	<b>466,239</b>	<b>34,888,664</b>	<b>346,836</b>	<b>35,235,500</b>	<b>289,370</b>		<b>35,524,870</b>
<b>Surplus (Deficit)</b>	<b>135,741</b>		<b>126,376</b>	-	<b>232,316</b>	-		<b>134,065</b>
<b>Transfers In (Out)</b>	<b>(75,880)</b>	68,538	<b>(7,342)</b>	(2,500)	<b>(9,842)</b>	-		<b>(9,842)</b>
<b>Ending Fund Balance</b>	<b>3,582,319</b>	<b>1,233,084</b>	<b>4,815,403</b>	<b>(2,500)</b>	<b>4,918,843</b>	<b>(98,251)</b>		<b>4,820,594</b>

<b>Components of Ending Fund Balance</b>								
Revolving Cash	5,000	-	5,000	-	5,000	-		5,000
Restricted Balances	348,892	178,055	526,947	-	496,739	(57,927)		438,812
Committed		-		-		-		
Assigned	1,034,949	2,201,624	3,236,573	-	4,417,104	(1,106,363)		3,310,741
Resv for Ec Unc	2,193,478	(1,146,598)	1,046,880	-	-	1,066,041		1,066,041
<b>Ending Fund Balance</b>	<b>3,582,319</b>	<b>1,233,081</b>	<b>4,815,400</b>	-	<b>4,918,843</b>	<b>(98,249)</b>		<b>4,820,594</b>

<b>(15,286)</b>	<b>a</b>	to post decrease based on FCMAT revised calculator due to declining enrollment
<b>1,002</b>	<b>b</b>	to increase based on Title program entitlements
<b>(2,011)</b>	<b>c</b>	to decrease due to revised CTEIG grant
<b>207,414</b>	<b>d</b>	to adjust based on: revised SELPA projection with prior year P-2 corrections, MERMA one-time refund, Walk with Pride funds, Booster and other donations received
<b>(348)</b>	<b>e</b>	to decrease based on actuals
<b>23,556</b>	<b>f</b>	to increase salaries due to position control and payroll actuals
<b>(1,545)</b>	<b>g</b>	to decrease based on actuals
<b>(2,663)</b>	<b>h</b>	to post increase due to donations received plus all other necessary budget adjustments
<b>285,753</b>	<b>i</b>	to pay for the bulk of the two pool boilers from EFB, increase due to Special Ed Cinnamon Hills contract, transfer between objects 58xx and 1xxx for Psyche Ed contract, and transfer between other object codes
<b>(2,000)</b>	<b>j</b>	to transfer between object codes
<b>(13,383)</b>	<b>k</b>	to post decrease due to revised County billback (Special Ed)

## 2019-20 Budget Revisions - Adult Ed Fund 11

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes	First Interim	Rev #3 Changes		Second Interim
<b>Beginning Balance</b>	<b>1,477,887</b>	527,997	<b>2,005,884</b>	-	<b>2,005,884</b>			<b>2,005,884</b>
<b>Revenues</b>								
LCFF	234,887	3,675	238,562	-	238,562	-		238,562
Federal Revenues	36,122	26,518	62,640	-	62,640	-		62,640
State Revenues	1,459,657	24,202	1,483,859	-	1,483,859	-		1,483,859
Local Revenues	145,000	-	145,000	660	145,660	154,568	a	300,228
<b>Total Revenues</b>	<b>1,875,666</b>	<b>54,395</b>	<b>1,930,061</b>	<b>660</b>	<b>1,930,721</b>	<b>154,568</b>		<b>2,085,289</b>
<b>Expenditures</b>								
Certificated Salaries	625,729	330,773	956,502	(274,829)	681,673	75,002	b	756,675
Classified Salaries	757,793	241,657	999,450	(107,321)	892,129	135,236	c	1,027,365
Benefits	302,698	146,720	449,418	(32,625)	416,793	16,061	d	432,854
Books & Supplies	169,225	137,207	306,432	37,972	344,404	(32,449)	e	311,955
Services	81,891	9,798	91,689	154,494	246,183	(38,016)	f	208,167
Capital Outlay	-	455,764	455,764	-	455,764	-		455,764
Other Outgo	-	-	-	-	-	-		-
Indirect Costs	-	-	-	-	97,000	-		97,000
<b>Total Expenditures</b>	<b>1,937,336</b>	<b>1,321,919</b>	<b>3,259,255</b>	<b>(222,309)</b>	<b>3,133,946</b>	<b>155,834</b>		<b>3,289,780</b>
<b>Surplus (Deficit)</b>	<b>(61,670)</b>		<b>(1,329,194)</b>		<b>(1,203,225)</b>			<b>(1,204,491)</b>
<b>Transfers In (Out)</b>	<b>(72,900)</b>	-	<b>(72,900)</b>	-	-	-		-
<b>Ending Fund Balance</b>	<b>1,343,317</b>	<b>(739,527)</b>	<b>603,790</b>	-	<b>802,659</b>	-		<b>801,393</b>
<b>Components of Ending Fund Balance</b>								
Revolving Cash	-	-	-	-				
Restricted Balances	610,530			-	9,921			-
Committed				-				
Assigned	732,787	(128,997)	603,790	-	792,742			
Resv for Ec Unc	-	-	-	-	-			-
<b>Ending Fund Balance</b>	<b>1,343,317</b>	<b>(739,527)</b>	<b>603,790</b>	-	<b>802,663</b>	-		-

**154,568** a

to post fees to programs

**75,002** b

to increase due to actual salaries and post transfers between object codes

**135,236** c

to increase due to actual salaries and post transfers between object codes

**16,061** d

to post increase reflecting actual benefits

**(32,449)** e

to decrease due to transfers to other object codes

**(38,016)** f

to decrease due to transfers to other object codes

# 2019-20 Budget Revisions - Child Development Fund 12

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes	First Interim	Rev #3 Changes		Second Interim
<b>Beginning Balance</b>	<b>129,082</b>	(91,197)	<b>37,885</b>	-	<b>37,885</b>			<b>37,885</b>
<b>Revenues</b>								
LCFF	-	-						
Federal Revenues	-	-						
State Revenues	119,018	5,412	124,430	-	124,430	3,881	a	128,311
Local Revenues	408,000	-	408,000	-	408,000	-		408,000
<b>Total Revenues</b>	<b>527,018</b>	<b>5,412</b>	<b>532,430</b>	-	<b>532,430</b>	<b>3,881</b>		<b>536,311</b>
<b>Expenditures</b>								
Certificated Salaries	64,163	-	64,163	-	64,163	-		64,163
Classified Salaries	295,330	907	296,237	-	296,237	254	b	296,491
Benefits	121,894	6,340	128,234	(175)	128,059	481	c	128,540
Books & Supplies	9,810	(300)	9,510	-	9,510	(127)	d	9,383
Services	10,200	300	10,500	-	10,500	370	e	10,870
Capital Outlay	-	-	-	-	-	-		-
Other Outgo	-	-	-	-	-	-		-
Indirect Costs	24,540	-	24,540	-	24,540	-		24,540
<b>Total Expenditures</b>	<b>525,937</b>	<b>7,247</b>	<b>533,184</b>	<b>(175)</b>	<b>533,009</b>	<b>978</b>		<b>533,987</b>
<b>Surplus (Deficit)</b>	<b>1,081</b>	<b>(1,835)</b>	<b>(754)</b>		<b>(579)</b>			<b>2,324</b>
<b>Transfers In (Out)</b>	-	-	-			-		-
<b>Ending Fund Balance</b>	<b>130,163</b>	<b>(93,032)</b>	<b>37,131</b>	-	<b>37,306</b>	-		<b>40,209</b>
<b>Components of Ending Fund Balance</b>								
Revolving Cash		-	-		-	-		-
Restricted Balances		-	-		-	-		-
Committed								
Assigned					37,306	-		40,209
Resv for Ec Unc	130,163	(93,032)	37,131	-	-	-		-
<b>Ending Fund Balance</b>	<b>130,163</b>	<b>(93,032)</b>	<b>37,131</b>	-	<b>37,306</b>	-		<b>40,209</b>

**3,881 a** to post increase due ot State Preschool amended contract

**254 b** to adjust budget based on actuals

**481 c** to adjust budget based on actuals

**(127) d** to transfer between object codes

**370 e** to transfer between objects and increase licne

## 2019-20 Budget Revisions - Cafeteria Fund 13

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes	First Interim	Rev #3 Changes		Second Interim
<b>Beginning Balance</b>	<b>13,765</b>	(1,987)	<b>11,778</b>	-	<b>11,778</b>			<b>11,778</b>
<b>Revenues</b>								
LCFF		-						
Federal Revenues	180,000	-	180,000	-	180,000	-		180,000
State Revenues	11,600	-	11,600	-	11,600	-		11,600
Local Revenues	395,000	68,538	463,538	-	463,538	151	a	463,689
<b>Total Revenues</b>	<b>586,600</b>	<b>68,538</b>	<b>655,138</b>	-	<b>655,138</b>	<b>151</b>		<b>655,289</b>
<b>Expenditures</b>								
Certificated Salaries		-		-		-		
Classified Salaries	277,270	7,691	284,961	(1,320)	283,641	(1,665)	b	281,976
Benefits	88,835	(2,882)	85,953	116	86,069	(1,027)	c	85,042
Supplies	284,000	-	284,000	2,500	286,500	151	d	286,651
Services	12,275	4,278	16,553	1,560	18,113	-		18,113
Capital Outlay		-		-		-		
Other Outgo	-	-		-		-		
Indirect Costs	-	-		-		-		
<b>Total Expenditures</b>	<b>662,380</b>	<b>9,087</b>	<b>671,467</b>	<b>2,856</b>	<b>674,323</b>	<b>(2,541)</b>		<b>671,782</b>
<b>Surplus (Deficit)</b>	<b>(75,780)</b>		<b>(16,329)</b>		<b>(19,185)</b>			<b>(16,493)</b>
<b>Transfers In (Out)</b>	<b>75,880</b>	<b>(68,538)</b>	<b>7,342</b>	<b>2,500</b>	<b>9,842</b>	<b>-</b>		<b>9,842</b>
<b>Ending Fund Balance</b>	<b>13,865</b>	<b>(11,074)</b>	<b>2,791</b>	<b>-</b>	<b>2,435</b>	<b>-</b>		<b>5,127</b>

<b>Components of Ending Fund Balance</b>								
Stores-Rev Cash	-	-	-	1,884	1,884	-		-
Restricted Balances	13,865	(11,074)	2,791	(2,239)	552			-
Committed			-	-				
Assigned	-		-	-				
Resv for Ec Unc								
<b>Ending Fund Balance</b>	<b>13,865</b>	<b>(11,074)</b>	<b>2,791</b>	<b>-</b>	<b>2,436</b>	<b>-</b>		<b>-</b>

151 a to post increase due to donations received

(1,665) b to post decrease due to actuals

(1,027) c to post decrease due to actuals

151 d to post increase due to donations received

## 2019-20 Budget Revisions - Deferred Maintenance Fund 14

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes	First Interim	Rev #3 Changes		Second Interim
<b>Beginning Balance</b>	<b>4,733</b>	<b>838</b>	<b>5,571</b>	<b>-</b>	<b>5,571</b>			<b>5,571</b>
<b>Revenues</b>								
LCFF	93,372	-	93,372	-	93,372	-		93,372
Federal Revenues		-		-		-		
State Revenues	-	-	-	-	-	-		-
Local Revenues	1,000	-	1,000	-	1,000	-		1,000
<b>Total Revenues</b>	<b>94,372</b>	<b>-</b>	<b>94,372</b>	<b>-</b>	<b>94,372</b>	<b>-</b>		<b>94,372</b>
<b>Expenditures</b>								
Certificated Salaries		-				-		
Classified Salaries		-				-		
Benefits		-		-		-		
Supplies	30,000	-	30,000	-	30,000	26,800	a	56,800
Services	-	-	-	-	-	-		-
Capital Outlay	-	-		-		-		
Other Outgo	-	-		-		-		
Indirect Costs	-	-		-		-		
<b>Total Expenditures</b>	<b>30,000</b>	<b>-</b>	<b>30,000</b>	<b>-</b>	<b>30,000</b>	<b>26,800</b>		<b>56,800</b>
<b>Surplus (Deficit)</b>	<b>64,372</b>		<b>64,372</b>		<b>64,372</b>			<b>37,572</b>
<b>Transfers In (out)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>Ending Fund Balance</b>	<b>69,105</b>	<b>838</b>	<b>69,943</b>	<b>-</b>	<b>69,943</b>			<b>43,143</b>

<b>Components of Ending Fund Balance</b>								
Revolving Cash	-	-	-	-	-	-		-
Restricted Balances		-	-	-	-	-		-
Committed				-		-		
Assigned	69,105	838	69,943	-	69,943			43,143
Resv for Ec Unc		-		-				
<b>Ending Fund Balance</b>	<b>69,105</b>	<b>838</b>	<b>69,943</b>	<b>-</b>	<b>69,943</b>			<b>43,143</b>

**26,800** a

to increase \$10,000 for the portion from this fund for the HS pool heaters; and \$16,800 increase for the Robert Down basement project

## 2019-20 Budget Revisions - Post Emp Benefits Fund 20

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes	First Interim	Rev #3 Changes		Second Interim
<b>Beginning Balance</b>	5,885	149	6,034		6,034			6,034
<b>Revenues</b>								
LCFF	-	-						
Federal Revenues	-	-						
State Revenues	-	-						
Local Revenues	25	-	25	-	25	-		25
<b>Total Revenues</b>	<b>25</b>	<b>-</b>	<b>25</b>	<b>-</b>	<b>25</b>	<b>-</b>		<b>25</b>
<b>Expenditures</b>								
Certificated Salaries	-	-						
Classified Salaries	-	-						
Benefits	-	-						
Books & Supplies	-	-						
Services	-	-						
Capital Outlay	-	-						
Other Outgo	-	-						
Indirect Costs	-	-						
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>Surplus (Deficit)</b>	<b>25</b>		<b>25</b>	<b>-</b>	<b>25</b>	<b>-</b>		<b>25</b>
<b>Transfers In (Out)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>			<b>-</b>
<b>Ending Fund Balance</b>	<b>5,910</b>	<b>149</b>	<b>6,059</b>	<b>-</b>	<b>6,059</b>			<b>6,059</b>

<b>Components of Ending Fund Balance</b>								
Revolving Cash		-						
Restricted Balances								
Committed			-		-			-
Assigned	5,910	149	6,059	-	6,059			6,059
Resv for Ec Unc		-						
<b>Ending Fund Balance</b>	<b>5,910</b>	<b>149</b>	<b>6,059</b>	<b>-</b>	<b>6,059</b>			<b>6,059</b>

- no budget revisions necessary

## 2019-20 Budget Revisions - Building Fund 21

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes	First Interim	Rev #3 Changes		Second Interim
<b>Beginning Balance</b>	<b>655,779</b>	295,376	<b>951,155</b>	-	<b>951,155</b>			<b>951,155</b>
<b>Revenues</b>								
LCFF	-	-						
Federal Revenues	-	-						
State Revenues	-	-						
Local Revenues	5,000	-	5,000	-	5,000	-		5,000
<b>Total Revenues</b>	<b>5,000</b>	-	<b>5,000</b>	-	<b>5,000</b>	-		<b>5,000</b>
<b>Expenditures</b>								
Certificated Salaries	-	-				-		
Classified Salaries	-	-				-		
Benefits	-	-				-		
Supplies	450,000	(4,000)	446,000	(6,000)	440,000	(45,400) a		394,600
Services	100,000	4,000	104,000	6,000	110,000	45,400 b		155,400
Capital Outlay	100,000	-	100,000	-	100,000	-		100,000
Other Outgo	-	-		-		-		
Indirect Costs	-	-				-		
<b>Total Expenditures</b>	<b>650,000</b>	-	<b>650,000</b>	-	<b>650,000</b>	-		<b>650,000</b>
<b>Surplus (Deficit)</b>	<b>(645,000)</b>		<b>(645,000)</b>		<b>(645,000)</b>			<b>(645,000)</b>
<b>Transfers In (Out)</b>	-	-	-	-		-		-
<b>Ending Fund Balance</b>	<b>10,779</b>	<b>295,376</b>	<b>306,155</b>	-	<b>306,155</b>			<b>306,155</b>

<b>Components of Ending Fund Balance</b>								
Revolving Cash		-						
Restricted Balances	-		-	267,112	267,112			267,112
Committed				-				
Assigned	10,779	295,376	306,155	-	39,043			39,043
Resv for Ec Unc		-		-				
<b>Ending Fund Balance</b>	<b>10,779</b>	<b>295,376</b>	<b>306,155</b>	<b>267,112</b>	<b>306,155</b>			<b>306,155</b>

(45,400) a to post decrease due to transfers between object codes

45,400 b to post increase due to transfers between object codes

## 2019-20 Budget Revisions - Capital Projects Fund 40

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes	First Interim	Rev #3 Changes		Second Interim
<b>Beginning Balance</b>	<b>118,121</b>	<b>18,692</b>	<b>136,813</b>		<b>136,813</b>			<b>136,813</b>
<b>Revenues</b>								
LCFF	-	-	-	-				
Federal Revenues	-	-	-	-				
State Revenues	-	-	-	-				
Local Revenues	218,770	7,123	225,893	-	225,893	-		225,893
<b>Total Revenues</b>	<b>218,770</b>	<b>7,123</b>	<b>225,893</b>	<b>-</b>	<b>225,893</b>	<b>-</b>		<b>225,893</b>
<b>Expenditures</b>								
Certificated Salaries	-	-	-	-	-	-		
Classified Salaries	-	-	-	-	-	-		
Benefits	-	-	-	-	-	-		
Supplies	-	-	-	-	-	-		-
Services	30,000	-	30,000	-	30,000	50,000	a	80,000
Capital Outlay	-	-	-	-	-	-		-
Other Outgo	129,900	-	129,900	-	129,900	-		129,900
Indirect Costs	-	-	-	-	-	-		
<b>Total Expenditures</b>	<b>159,900</b>	<b>-</b>	<b>159,900</b>	<b>-</b>	<b>159,900</b>	<b>50,000</b>		<b>209,900</b>
<b>Surplus (Deficit)</b>	<b>58,870</b>		<b>65,993</b>		<b>65,993</b>			<b>15,993</b>
<b>Transfers In (Out)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>Ending Fund Balance</b>	<b>176,991</b>	<b>25,815</b>	<b>202,806</b>	<b>-</b>	<b>202,806</b>	<b>-</b>		<b>152,806</b>
<b>Components of Ending Fund Balance</b>								
Revolving Cash		-	-	-	-			-
Restricted Balances								
Committed								
Assigned	176,991	25,815	202,806	-	202,806	-		152,806
Resv for Ec Unc		-	-	-	-	-		
<b>Ending Fund Balance</b>	<b>176,991</b>	<b>25,815</b>	<b>202,806</b>	<b>-</b>	<b>202,806</b>	<b>-</b>		<b>152,806</b>

**50,000** a

to increase \$20,000 for the portion from this fund for the HS pool heaters; and \$30,000 increase for the Robert Down basement project

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	30,382,346.00	30,673,520.00	18,246,179.32	30,658,234.00	(15,286.00)	0.0%
2) Federal Revenue		8100-8299	50,000.00	50,000.00	60,700.31	50,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	389,586.00	370,398.00	203,700.05	370,398.00	0.00	0.0%
4) Other Local Revenue		8600-8799	259,046.00	132,336.00	219,637.49	211,133.00	78,797.00	59.5%
5) TOTAL, REVENUES			31,080,978.00	31,226,254.00	18,730,217.17	31,289,765.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	14,294,948.00	14,039,681.00	8,235,424.57	14,166,052.00	(126,371.00)	-0.9%
2) Classified Salaries		2000-2999	4,539,412.00	4,400,622.00	2,443,908.66	4,398,789.00	1,833.00	0.0%
3) Employee Benefits		3000-3999	4,701,182.00	4,586,031.00	2,642,479.31	4,591,215.00	(5,184.00)	-0.1%
4) Books and Supplies		4000-4999	618,520.00	551,450.00	225,473.73	525,779.00	25,671.00	4.7%
5) Services and Other Operating Expenditures		5000-5999	1,754,700.00	1,878,243.00	1,159,467.13	2,007,709.00	(129,466.00)	-6.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	16,476.00	16,476.00	0.00	16,476.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(228,366.00)	(253,366.00)	0.00	(253,366.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			25,696,872.00	25,219,137.00	14,706,753.40	25,452,654.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			5,384,106.00	6,007,117.00	4,023,463.77	5,837,111.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(5,266,866.00)	(5,406,282.00)	0.00	(5,346,666.00)	59,616.00	-1.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			(5,342,746.00)	(5,416,124.00)	0.00	(5,356,508.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			41,360.00	590,993.00	4,023,463.77	480,603.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,192,069.00	4,169,419.00		4,169,419.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,192,069.00	4,169,419.00		4,169,419.00		
d) Other Restatements		9785	0.00	(268,239.00)		(268,239.00)	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,192,069.00	3,901,180.00		3,901,180.00		
2) Ending Balance, June 30 (E + F1e)			3,233,429.00	4,492,173.00		4,381,783.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	5,000.00	5,000.00		5,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,193,480.00	3,369,715.00		3,310,740.63		
Sick Leave Incentive	0000	9780	40,000.00					
Property Tax Reserve	0000	9780	139,232.00					
Basic Aid Reserve	0000	9780	591,745.00					
Basic Aid Reserve	1100	9780	9,445.00					
Deferred Maintenance Reserve	1100	9780	598,113.00					
Restricted Maintenance Reserve	1100	9780	91,854.00					
STRS/PERS Reserve	1100	9780	723,085.00					
STRS/PERS Reserve	1400	9780	6.00					
Sick Leave Incentive	0000	9780		70,000.00				
Property Tax Reserve	0000	9780		140,648.00				
Basic Aid Reserve	0000	9780		2,476,386.00				
Deferred Maintenance Reserve	0000	9780		507,361.00				
Restricted Maintenance Reserve	0000	9780		0.00				
STRS/PERS	0000	9780		153,422.00				
STRS/PERS	1400	9780		21,898.00				
Sick Leave Incentive	0000	9780				70,000.00		
Property Tax Reserve (0.50%)	0000	9780				140,648.00		
Basic Aid Reserve	0000	9780				2,448,471.00		
Deferred Maintenance Reserve	0000	9780				416,042.00		
STRS/PERS	0000	9780				235,384.63		
STRS/PERS	1100	9780				19.00		
STRS/PERS	1400	9780				176.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	1,034,949.00	1,117,454.00		1,066,041.37		
Unassigned/Unappropriated Amount		9790	0.00	4.00		1.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	2,505,456.00	2,505,456.00	1,653,599.00	2,505,456.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	385,940.00	397,176.00	198,588.00	381,890.00	(15,286.00)	-3.8%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	140,263.00	140,263.00	57,980.06	140,263.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	26,529,971.00	26,813,301.00	15,202,810.37	26,813,301.00	0.00	0.0%
Unsecured Roll Taxes		8042	988,589.00	988,589.00	958,962.19	988,589.00	0.00	0.0%
Prior Years' Taxes		8043	187,484.00	187,484.00	137,879.38	187,484.00	0.00	0.0%
Supplemental Taxes		8044	0.00	0.00	0.00	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	36,360.32	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			30,737,703.00	31,032,269.00	18,246,179.32	31,016,983.00	(15,286.00)	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(328,259.00)	(331,934.00)	0.00	(331,934.00)	0.00	0.0%
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools In Lieu of Property Taxes		8096	(27,098.00)	(26,815.00)	0.00	(26,815.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			30,382,346.00	30,673,520.00	18,246,179.32	30,658,234.00	(15,286.00)	0.0%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290						
Other NCLB / Every Student Succeeds Act		8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	50,000.00	50,000.00	60,700.31	50,000.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>50,000.00</b>	<b>50,000.00</b>	<b>60,700.31</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	79,086.00	79,086.00	78,894.00	79,086.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	310,500.00	291,312.00	79,756.05	291,312.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	0.00	0.00	45,050.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>389,586.00</b>	<b>370,398.00</b>	<b>203,700.05</b>	<b>370,398.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	767.38	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	2,000.00	0.00	0.00	0.0%
Interest		8660	99,946.00	99,946.00	88,643.67	99,946.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	15,000.00	15,000.00	12,579.29	15,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	144,100.00	17,390.00	115,647.15	96,187.00	78,797.00	453.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>259,046.00</b>	<b>132,336.00</b>	<b>219,637.49</b>	<b>211,133.00</b>	<b>78,797.00</b>	<b>59.5%</b>
<b>TOTAL, REVENUES</b>			<b>31,080,978.00</b>	<b>31,226,254.00</b>	<b>18,730,217.17</b>	<b>31,289,765.00</b>	<b>63,511.00</b>	<b>0.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	11,924,541.00	11,677,727.00	6,890,068.03	11,769,249.00	(91,522.00)	-0.8%
Certificated Pupil Support Salaries		1200	707,031.00	688,639.00	384,658.71	711,749.00	(23,110.00)	-3.4%
Certificated Supervisors' and Administrators' Salaries		1300	1,549,878.00	1,560,137.00	893,976.83	1,568,779.00	(8,642.00)	-0.6%
Other Certificated Salaries		1900	113,498.00	113,178.00	66,721.00	116,275.00	(3,097.00)	-2.7%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>14,294,948.00</b>	<b>14,039,681.00</b>	<b>8,235,424.57</b>	<b>14,166,052.00</b>	<b>(126,371.00)</b>	<b>-0.9%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	831,054.00	775,822.00	366,200.86	748,398.00	27,424.00	3.5%
Classified Support Salaries		2200	1,435,075.00	1,410,657.00	791,740.78	1,377,424.00	33,233.00	2.4%
Classified Supervisors' and Administrators' Salaries		2300	544,191.00	522,767.00	299,171.04	527,567.00	(4,800.00)	-0.9%
Clerical, Technical and Office Salaries		2400	1,447,241.00	1,406,027.00	855,014.19	1,428,272.00	(22,245.00)	-1.6%
Other Classified Salaries		2900	281,851.00	285,349.00	131,781.79	317,128.00	(31,779.00)	-11.1%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>4,539,412.00</b>	<b>4,400,622.00</b>	<b>2,443,908.66</b>	<b>4,398,789.00</b>	<b>1,833.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	2,216,835.00	2,324,484.00	1,358,999.88	2,338,633.00	(14,149.00)	-0.6%
PERS		3201-3202	854,142.00	808,845.00	456,081.06	801,187.00	7,658.00	0.9%
OASDI/Medicare/Alternative		3301-3302	497,654.00	483,691.00	276,938.73	484,318.00	(627.00)	-0.1%
Health and Welfare Benefits		3401-3402	518,192.00	363,535.00	213,947.50	359,527.00	4,008.00	1.1%
Unemployment Insurance		3501-3502	12,254.00	13,789.00	5,318.81	13,886.00	(97.00)	-0.7%
Workers' Compensation		3601-3602	301,448.00	289,288.00	168,637.88	291,265.00	(1,977.00)	-0.7%
OPEB, Allocated		3701-3702	287,628.00	287,628.00	154,127.82	287,628.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	13,029.00	14,771.00	8,427.63	14,771.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>4,701,182.00</b>	<b>4,586,031.00</b>	<b>2,642,479.31</b>	<b>4,591,215.00</b>	<b>(5,184.00)</b>	<b>-0.1%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	44,007.00	44,007.00	29,057.53	44,007.00	0.00	0.0%
Books and Other Reference Materials		4200	20,921.00	20,065.00	9,342.71	20,065.00	0.00	0.0%
Materials and Supplies		4300	544,892.00	478,678.00	187,073.49	453,007.00	25,671.00	5.4%
Noncapitalized Equipment		4400	8,700.00	8,700.00	0.00	8,700.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>618,520.00</b>	<b>551,450.00</b>	<b>225,473.73</b>	<b>525,779.00</b>	<b>25,671.00</b>	<b>4.7%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	65,782.00	69,828.00	27,133.62	73,425.00	(3,597.00)	-5.2%
Dues and Memberships		5300	36,087.00	39,629.00	32,348.29	39,744.00	(115.00)	-0.3%
Insurance		5400-5450	241,725.00	250,803.00	250,803.00	250,803.00	0.00	0.0%
Operations and Housekeeping Services		5500	827,700.00	831,769.00	456,740.40	831,769.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	134,632.00	129,753.00	46,307.34	130,103.00	(350.00)	-0.3%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	389,148.00	479,660.00	308,036.96	605,604.00	(125,944.00)	-26.3%
Communications		5900	59,626.00	76,801.00	38,097.52	76,261.00	540.00	0.7%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,754,700.00</b>	<b>1,878,243.00</b>	<b>1,159,467.13</b>	<b>2,007,709.00</b>	<b>(129,466.00)</b>	<b>-6.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	16,476.00	16,476.00	0.00	16,476.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			16,476.00	16,476.00	0.00	16,476.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	(130,926.00)	(131,826.00)	0.00	(131,826.00)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(97,440.00)	(121,540.00)	0.00	(121,540.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(228,366.00)	(253,366.00)	0.00	(253,366.00)	0.00	0.0%
TOTAL, EXPENDITURES			25,696,872.00	25,219,137.00	14,706,753.40	25,452,654.00	(233,517.00)	-0.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(5,266,866.00)	(5,406,282.00)	0.00	(5,346,666.00)	59,616.00	-1.1%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(5,266,866.00)	(5,406,282.00)	0.00	(5,346,666.00)	59,616.00	-1.1%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(5,342,746.00)	(5,416,124.00)	0.00	(5,356,508.00)	59,616.00	-1.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	605,066.00	610,751.00	122,048.80	611,753.00	1,002.00	0.2%
3) Other State Revenue		8300-8599	1,705,420.00	2,289,792.00	152,899.01	2,287,781.00	(2,011.00)	-0.1%
4) Other Local Revenue		8600-8799	1,166,702.00	1,341,019.00	685,672.83	1,469,636.00	128,617.00	9.6%
5) TOTAL, REVENUES			3,477,188.00	4,241,562.00	960,620.64	4,369,170.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	2,971,339.00	2,996,959.00	1,712,802.95	2,870,240.00	126,719.00	4.2%
2) Classified Salaries		2000-2999	2,073,763.00	2,097,264.00	1,225,631.57	2,122,653.00	(25,389.00)	-1.2%
3) Employee Benefits		3000-3999	2,612,147.00	3,278,261.00	758,573.76	3,271,532.00	6,729.00	0.2%
4) Books and Supplies		4000-4999	503,891.00	871,647.00	354,501.47	894,655.00	(23,008.00)	-2.6%
5) Services and Other Operating Expenditures		5000-5999	295,487.00	417,406.00	250,879.55	573,693.22	(156,287.22)	-37.4%
6) Capital Outlay		6000-6999	0.00	85,000.00	0.00	83,000.00	2,000.00	2.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	138,000.00	138,000.00	67,030.38	124,617.00	13,383.00	9.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	130,926.00	131,826.00	0.00	131,826.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,725,553.00	10,016,363.00	4,369,419.68	10,072,216.22		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(5,248,365.00)	(5,774,801.00)	(3,408,799.04)	(5,703,046.22)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	5,266,866.00	5,406,282.00	0.00	5,346,666.00	(59,616.00)	-1.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			5,266,866.00	5,406,282.00	0.00	5,346,666.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			18,501.00	(368,519.00)	(3,408,799.04)	(356,380.22)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	330,391.00	526,950.00		526,950.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			330,391.00	526,950.00		526,950.00		
d) Other Restatements		9795	0.00	268,241.00		268,241.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			330,391.00	795,191.00		795,191.00		
2) Ending Balance, June 30 (E + F1e)			348,892.00	426,672.00		438,810.78		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	348,892.00	426,676.00		438,811.78		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(4.00)		(1.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	384,195.00	377,224.00	0.00	377,224.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	126,137.00	126,115.00	61,352.00	127,123.00	1,008.00	0.8%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	31,791.00	32,520.00	32,514.00	32,514.00	(6.00)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	253.01	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	12,428.00	4,102.81	12,428.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510,							
Other NCLB / Every Student Succeeds Act	5630	8290	10,000.00	10,000.00	2,500.00	10,000.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	21,725.00	21,246.00	8,684.44	21,246.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	31,218.00	31,218.00	12,642.54	31,218.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>605,066.00</b>	<b>610,751.00</b>	<b>122,048.80</b>	<b>611,753.00</b>	<b>1,002.00</b>	<b>0.2%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	129,546.00	102,816.00	(26,211.45)	102,816.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	178,700.00	178,700.00	176,688.27	176,689.00	(2,011.00)	-1.1%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	1,125.19	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,397,174.00	2,008,276.00	1,297.00	2,008,276.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,705,420.00</b>	<b>2,289,792.00</b>	<b>152,899.01</b>	<b>2,287,781.00</b>	<b>(2,011.00)</b>	<b>-0.1%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	(507.19)	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustm		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	330,221.00	523,636.00	294,709.90	586,743.00	63,107.00	12.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	836,481.00	817,383.00	391,470.12	882,893.00	65,510.00	8.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>1,166,702.00</b>	<b>1,341,019.00</b>	<b>685,672.83</b>	<b>1,469,636.00</b>	<b>128,617.00</b>	<b>9.6%</b>
<b>TOTAL, REVENUES</b>			<b>3,477,188.00</b>	<b>4,241,562.00</b>	<b>960,620.64</b>	<b>4,369,170.00</b>	<b>127,608.00</b>	<b>3.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	1,992,533.00	2,021,173.00	1,168,899.31	1,960,944.00	60,229.00	3.0%
Certificated Pupil Support Salaries		1200	742,119.00	738,333.00	406,241.76	671,171.00	67,162.00	9.1%
Certificated Supervisors' and Administrators' Salaries		1300	236,687.00	237,453.00	137,661.88	238,125.00	(672.00)	-0.3%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>2,971,339.00</b>	<b>2,996,959.00</b>	<b>1,712,802.95</b>	<b>2,870,240.00</b>	<b>126,719.00</b>	<b>4.2%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	1,283,493.00	1,249,515.00	735,647.73	1,251,218.00	(1,703.00)	-0.1%
Classified Support Salaries		2200	565,218.00	568,919.00	334,004.03	563,397.00	5,522.00	1.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	51,696.00	51,686.00	29,721.86	51,686.00	0.00	0.0%
Other Classified Salaries		2900	173,356.00	227,144.00	126,257.95	256,352.00	(29,208.00)	-12.9%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>2,073,763.00</b>	<b>2,097,264.00</b>	<b>1,225,631.57</b>	<b>2,122,653.00</b>	<b>(25,389.00)</b>	<b>-1.2%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	1,795,880.00	2,077,719.00	288,732.99	2,056,281.00	21,438.00	1.0%
PERS		3201-3202	411,713.00	796,396.00	229,148.63	805,135.00	(8,739.00)	-1.1%
OASDI/Medicare/Alternative		3301-3302	198,171.00	190,318.00	110,157.19	186,724.00	3,594.00	1.9%
Health and Welfare Benefits		3401-3402	119,849.00	128,306.00	80,649.04	139,479.00	(11,173.00)	-8.7%
Unemployment Insurance		3501-3502	2,537.00	2,702.00	1,466.08	2,655.00	47.00	1.7%
Workers' Compensation		3601-3602	80,793.00	79,463.00	46,462.59	77,901.00	1,562.00	2.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,204.00	3,357.00	1,957.24	3,357.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>2,612,147.00</b>	<b>3,278,261.00</b>	<b>758,573.76</b>	<b>3,271,532.00</b>	<b>6,729.00</b>	<b>0.2%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	104,993.00	121,697.00	102,990.14	104,139.00	17,558.00	14.4%
Books and Other Reference Materials		4200	0.00	51,153.00	3,233.89	51,153.00	0.00	0.0%
Materials and Supplies		4300	387,056.00	652,104.00	243,446.32	696,670.00	(44,566.00)	-6.8%
Noncapitalized Equipment		4400	11,842.00	46,693.00	4,831.12	42,693.00	4,000.00	8.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>503,891.00</b>	<b>871,647.00</b>	<b>354,501.47</b>	<b>894,655.00</b>	<b>(23,008.00)</b>	<b>-2.6%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	45,299.00	88,739.00	12,028.18	87,857.22	881.78	1.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	44,000.00	56,520.00	39,379.76	134,616.00	(78,096.00)	-138.2%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	204,188.00	267,300.00	198,262.21	346,256.00	(78,956.00)	-29.5%
Communications		5900	2,000.00	4,847.00	1,209.40	4,964.00	(117.00)	-2.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>295,487.00</b>	<b>417,406.00</b>	<b>250,879.55</b>	<b>573,693.22</b>	<b>(156,287.22)</b>	<b>-37.4%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	85,000.00	0.00	83,000.00	2,000.00	2.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	85,000.00	0.00	83,000.00	2,000.00	2.4%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	138,000.00	138,000.00	67,030.38	124,617.00	13,383.00	9.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			138,000.00	138,000.00	67,030.38	124,617.00	13,383.00	9.7%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	130,926.00	131,826.00	0.00	131,826.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			130,926.00	131,826.00	0.00	131,826.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			8,725,553.00	10,016,363.00	4,369,419.68	10,072,216.22	(55,853.22)	-0.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	5,266,866.00	5,406,282.00	0.00	5,346,666.00	(59,616.00)	-1.1%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			5,266,866.00	5,406,282.00	0.00	5,346,666.00	(59,616.00)	-1.1%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			5,266,866.00	5,406,282.00	0.00	5,346,666.00	59,616.00	-1.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	30,382,346.00	30,673,520.00	18,246,179.32	30,658,234.00	(15,286.00)	0.0%
2) Federal Revenue		8100-8299	655,066.00	660,751.00	182,749.11	681,753.00	1,002.00	0.2%
3) Other State Revenue		8300-8599	2,095,006.00	2,660,190.00	356,599.06	2,658,179.00	(2,011.00)	-0.1%
4) Other Local Revenue		8600-8799	1,425,748.00	1,473,355.00	905,310.32	1,680,769.00	207,414.00	14.1%
5) TOTAL, REVENUES			34,558,166.00	35,467,816.00	19,690,837.81	35,658,935.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	17,266,287.00	17,036,640.00	9,948,227.52	17,036,292.00	348.00	0.0%
2) Classified Salaries		2000-2999	6,613,175.00	6,497,886.00	3,689,540.23	6,521,442.00	(23,556.00)	-0.4%
3) Employee Benefits		3000-3999	7,313,329.00	7,864,292.00	3,401,053.07	7,862,747.00	1,545.00	0.0%
4) Books and Supplies		4000-4999	1,122,411.00	1,423,097.00	579,975.20	1,420,434.00	2,663.00	0.2%
5) Services and Other Operating Expenditures		5000-5999	2,050,187.00	2,295,649.00	1,410,346.68	2,581,402.22	(285,753.22)	-12.4%
6) Capital Outlay		6000-6999	0.00	85,000.00	0.00	83,000.00	2,000.00	2.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	154,476.00	154,476.00	67,030.38	141,093.00	13,383.00	8.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(97,440.00)	(121,540.00)	0.00	(121,540.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			34,422,425.00	35,235,500.00	19,076,173.08	35,524,870.22		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			135,741.00	232,316.00	614,664.73	134,064.78		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(75,880.00)	(9,842.00)	0.00	(9,842.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			59,861.00	222,474.00	614,664.73	124,222.78		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,522,460.00	4,696,369.00		4,696,369.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,522,460.00	4,696,369.00		4,696,369.00		
d) Other Restatements		9795	0.00	2.00		2.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,522,460.00	4,696,371.00		4,696,371.00		
2) Ending Balance, June 30 (E + F1e)			3,582,321.00	4,918,845.00		4,820,593.78		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	5,000.00	5,000.00		5,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	348,892.00	426,676.00		438,811.78		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,193,480.00	3,369,715.00		3,310,740.63		
Sick Leave Incentive	0000	9780	40,000.00					
Property Tax Reserve	0000	9780	139,232.00					
Basic Aid Reserve	0000	9780	591,745.00					
Basic Aid Reserve	1100	9780	9,445.00					
Deferred Maintenance Reserve	1100	9780	598,113.00					
Restricted Maintenance Reserve	1100	9780	91,854.00					
STRS/PERS Reserve	1100	9780	723,085.00					
STRS/PERS Reserve	1400	9780	6.00					
Sick Leave Incentive	0000	9780		70,000.00				
Property Tax Reserve	0000	9780		140,648.00				
Basic Aid Reserve	0000	9780		2,476,386.00				
Deferred Maintenance Reserve	0000	9780		507,361.00				
Restricted Maintenance Reserve	0000	9780		0.00				
STRS/PERS	0000	9780		153,422.00				
STRS/PERS	1400	9780		21,898.00				
Sick Leave Incentive	0000	9780				70,000.00		
Property Tax Reserve (0.50%)	0000	9780				140,648.00		
Basic Aid Reserve	0000	9780				2,448,471.00		
Deferred Maintenance Reserve	0000	9780				416,042.00		
STRS/PERS	0000	9780				235,384.63		
STRS/PERS	1100	9780				19.00		
STRS/PERS	1400	9780				176.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	1,034,949.00	1,117,454.00		1,066,041.37		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	2,505,456.00	2,505,456.00	1,653,599.00	2,505,456.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	385,940.00	397,176.00	198,588.00	381,890.00	(15,286.00)	-3.8%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	140,263.00	140,263.00	57,980.06	140,263.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	26,529,971.00	26,813,301.00	15,202,810.37	26,813,301.00	0.00	0.0%
Unsecured Roll Taxes		8042	988,589.00	988,589.00	958,962.19	988,589.00	0.00	0.0%
Prior Years' Taxes		8043	187,484.00	187,484.00	137,879.38	187,484.00	0.00	0.0%
Supplemental Taxes		8044	0.00	0.00	0.00	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	36,360.32	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			30,737,703.00	31,032,269.00	18,246,179.32	31,016,983.00	(15,286.00)	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(328,259.00)	(331,934.00)	0.00	(331,934.00)	0.00	0.0%
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(27,098.00)	(26,815.00)	0.00	(26,815.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			30,382,346.00	30,673,520.00	18,246,179.32	30,658,234.00	(15,286.00)	0.0%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	384,195.00	377,224.00	0.00	377,224.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	126,137.00	126,115.00	61,352.00	127,123.00	1,008.00	0.8%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	31,791.00	32,520.00	32,514.00	32,514.00	(6.00)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	253.01	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	12,428.00	4,102.81	12,428.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	10,000.00	10,000.00	2,500.00	10,000.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3500-3599	8290	21,725.00	21,246.00	8,684.44	21,246.00	0.00	0.0%
Career and Technical Education	All Other	8290	81,218.00	81,218.00	73,342.85	81,218.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>655,066.00</b>	<b>660,751.00</b>	<b>182,749.11</b>	<b>661,753.00</b>	<b>1,002.00</b>	<b>0.2%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	79,086.00	79,086.00	78,894.00	79,086.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	440,046.00	394,128.00	53,544.60	394,128.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	178,700.00	178,700.00	176,688.27	176,689.00	(2,011.00)	-1.1%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	1,125.19	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,397,174.00	2,008,276.00	46,347.00	2,008,276.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>2,095,006.00</b>	<b>2,660,190.00</b>	<b>356,599.06</b>	<b>2,658,179.00</b>	<b>(2,011.00)</b>	<b>-0.1%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	767.38	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	2,000.00	0.00	0.00	0.0%
Interest		8660	99,946.00	99,946.00	88,136.48	99,946.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	15,000.00	15,000.00	12,579.29	15,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	474,321.00	541,026.00	410,357.05	682,930.00	141,904.00	26.2%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	836,481.00	817,383.00	391,470.12	882,893.00	65,510.00	8.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>1,425,748.00</b>	<b>1,473,355.00</b>	<b>905,310.32</b>	<b>1,680,769.00</b>	<b>207,414.00</b>	<b>14.1%</b>
<b>TOTAL, REVENUES</b>			<b>34,558,166.00</b>	<b>35,467,816.00</b>	<b>19,690,837.81</b>	<b>35,658,935.00</b>	<b>191,119.00</b>	<b>0.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	13,917,074.00	13,698,900.00	8,058,967.34	13,730,193.00	(31,293.00)	-0.2%
Certificated Pupil Support Salaries		1200	1,449,150.00	1,426,972.00	790,900.47	1,382,920.00	44,052.00	3.1%
Certificated Supervisors' and Administrators' Salaries		1300	1,786,565.00	1,797,590.00	1,031,638.71	1,806,904.00	(9,314.00)	-0.5%
Other Certificated Salaries		1900	113,498.00	113,178.00	66,721.00	116,275.00	(3,097.00)	-2.7%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>17,266,287.00</b>	<b>17,036,640.00</b>	<b>9,948,227.52</b>	<b>17,036,292.00</b>	<b>348.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	2,114,547.00	2,025,337.00	1,101,848.59	1,999,616.00	25,721.00	1.3%
Classified Support Salaries		2200	2,000,293.00	1,979,576.00	1,125,744.81	1,940,821.00	38,755.00	2.0%
Classified Supervisors' and Administrators' Salaries		2300	544,191.00	522,767.00	299,171.04	527,567.00	(4,800.00)	-0.9%
Clerical, Technical and Office Salaries		2400	1,498,937.00	1,457,713.00	884,736.05	1,479,958.00	(22,245.00)	-1.5%
Other Classified Salaries		2900	455,207.00	512,493.00	258,039.74	573,480.00	(60,987.00)	-11.9%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>6,613,175.00</b>	<b>6,497,886.00</b>	<b>3,669,540.23</b>	<b>6,521,442.00</b>	<b>(23,556.00)</b>	<b>-0.4%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	4,012,715.00	4,402,203.00	1,647,732.87	4,394,914.00	7,289.00	0.2%
PERS		3201-3202	1,265,855.00	1,605,241.00	685,229.69	1,606,322.00	(1,081.00)	-0.1%
OASDI/Medicare/Alternative		3301-3302	695,825.00	674,009.00	387,095.92	671,042.00	2,967.00	0.4%
Health and Welfare Benefits		3401-3402	638,041.00	491,841.00	294,596.54	499,006.00	(7,165.00)	-1.5%
Unemployment Insurance		3501-3502	14,791.00	16,491.00	6,784.89	16,541.00	(50.00)	-0.3%
Workers' Compensation		3601-3602	382,241.00	368,751.00	215,100.47	369,166.00	(415.00)	-0.1%
OPEB, Allocated		3701-3702	287,628.00	287,628.00	154,127.82	287,628.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	16,233.00	18,128.00	10,384.87	18,128.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>7,313,329.00</b>	<b>7,864,292.00</b>	<b>3,401,053.07</b>	<b>7,862,747.00</b>	<b>1,545.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	149,000.00	165,704.00	132,047.67	148,146.00	17,558.00	10.6%
Books and Other Reference Materials		4200	20,921.00	71,218.00	12,576.60	71,218.00	0.00	0.0%
Materials and Supplies		4300	931,948.00	1,130,782.00	430,519.81	1,149,677.00	(18,895.00)	-1.7%
Noncapitalized Equipment		4400	20,542.00	55,393.00	4,831.12	51,393.00	4,000.00	7.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>1,122,411.00</b>	<b>1,423,097.00</b>	<b>579,975.20</b>	<b>1,420,434.00</b>	<b>2,663.00</b>	<b>0.2%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	111,081.00	158,567.00	39,161.80	161,282.22	(2,715.22)	-1.7%
Dues and Memberships		5300	36,087.00	39,629.00	32,348.29	39,744.00	(115.00)	-0.3%
Insurance		5400-5450	241,725.00	250,803.00	250,803.00	250,803.00	0.00	0.0%
Operations and Housekeeping Services		5500	827,700.00	831,769.00	456,740.40	831,769.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	178,632.00	186,273.00	85,687.10	264,719.00	(78,446.00)	-42.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	593,336.00	746,960.00	506,299.17	951,860.00	(204,900.00)	-27.4%
Communications		5900	61,628.00	81,648.00	39,306.92	81,225.00	423.00	0.5%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>2,050,187.00</b>	<b>2,295,649.00</b>	<b>1,410,346.68</b>	<b>2,581,402.22</b>	<b>(285,753.22)</b>	<b>-12.4%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	85,000.00	0.00	83,000.00	2,000.00	2.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	85,000.00	0.00	83,000.00	2,000.00	2.4%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	154,476.00	154,476.00	67,030.38	141,093.00	13,383.00	8.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			154,476.00	154,476.00	67,030.38	141,093.00	13,383.00	8.7%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(97,440.00)	(121,540.00)	0.00	(121,540.00)	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			(97,440.00)	(121,540.00)	0.00	(121,540.00)	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			34,422,425.00	35,235,500.00	19,076,173.08	35,524,870.22	(289,370.22)	-0.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(75,880.00)	(9,842.00)	0.00	(9,842.00)	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2019-20 Projected Year Totals</b>
3310	Special Ed: IDEA Basic Local Assistance En	6,896.00
5640	Medi-Cal Billing Option	69,997.00
6300	Lottery: Instructional Materials	39,045.00
6500	Special Education	42,147.00
6512	Special Ed: Mental Health Services	170,046.00
7311	Classified School Employee Professional De	14,243.00
7510	Low-Performing Students Block Grant	95,561.00
9010	Other Restricted Local	876.78
Total, Restricted Balance		<u>438,811.78</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	234,887.00	238,562.00	0.00	238,562.00	0.00	0.0%
2) Federal Revenue		8100-8299	36,122.00	62,640.00	2.26	62,640.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,459,657.00	1,483,859.00	859,358.00	1,483,859.00	0.00	0.0%
4) Other Local Revenue		8800-8799	145,000.00	145,660.00	309,459.19	300,228.00	154,568.00	106.1%
5) TOTAL, REVENUES			1,875,666.00	1,930,721.00	1,168,819.45	2,085,289.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	625,729.00	661,673.00	341,132.51	756,675.00	(75,002.00)	-11.0%
2) Classified Salaries		2000-2999	757,793.00	892,129.00	477,946.13	1,027,365.00	(135,236.00)	-15.2%
3) Employee Benefits		3000-3999	302,696.00	416,793.00	201,335.48	432,854.00	(16,061.00)	-3.9%
4) Books and Supplies		4000-4999	169,225.00	344,404.00	101,637.88	311,955.00	32,449.00	9.4%
5) Services and Other Operating Expenditures		5000-5999	81,891.00	246,183.00	54,859.59	208,167.00	38,016.00	15.4%
6) Capital Outlay		6000-6999	0.00	455,764.00	436,803.93	455,764.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	72,900.00	97,000.00	0.00	97,000.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,010,236.00	3,133,946.00	1,613,515.52	3,289,780.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(134,570.00)	(1,203,225.00)	(444,696.07)	(1,204,491.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(134,570.00)	(1,203,226.00)	(444,696.07)	(1,204,491.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,477,887.00	2,005,886.00		2,005,886.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,477,887.00	2,005,886.00		2,005,886.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,477,887.00	2,005,886.00		2,005,886.00		
2) Ending Balance, June 30 (E + F1e)			1,343,317.00	802,661.00		801,395.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	610,530.00	6,501.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	732,787.00	796,160.00		801,395.00		
Assigned for the perpetuation of Adult Education	0000	9780	732,787.00					
Assigned for the perpetuation of Adult Education	0000	9780		796,160.00				
Assigned to perpetuate Adult Education	0000	9780				801,395.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
LCFF Transfers								
LCFF Transfers - Current Year		8091	234,887.00	238,562.00	0.00	238,562.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>234,887.00</b>	<b>238,562.00</b>	<b>0.00</b>	<b>238,562.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	36,122.00	62,640.00	2.26	62,640.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>36,122.00</b>	<b>62,640.00</b>	<b>2.26</b>	<b>62,640.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
All Other State Apportionments - Current Year		8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Adult Education Program	6391	8590	1,459,657.00	1,459,657.00	859,358.00	1,459,657.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	24,202.00	0.00	24,202.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,459,657.00</b>	<b>1,483,859.00</b>	<b>859,358.00</b>	<b>1,483,859.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	24,164.95	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	145,000.00	145,000.00	92,087.25	145,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	660.00	193,206.99	155,228.00	154,568.00	23419.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>145,000.00</b>	<b>145,660.00</b>	<b>309,459.19</b>	<b>300,228.00</b>	<b>154,568.00</b>	<b>106.1%</b>
<b>TOTAL, REVENUES</b>			<b>1,675,666.00</b>	<b>1,930,721.00</b>	<b>1,169,819.45</b>	<b>2,085,289.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	486,223.00	542,155.00	259,754.64	616,677.00	(74,522.00)	-13.7%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	138,506.00	139,518.00	81,377.87	139,998.00	(480.00)	-0.3%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>625,729.00</b>	<b>681,673.00</b>	<b>341,132.51</b>	<b>756,675.00</b>	<b>(75,002.00)</b>	<b>-11.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	334,593.00	420,761.00	194,977.15	537,296.00	(118,535.00)	-27.7%
Classified Support Salaries		2200	69,600.00	130,287.00	77,431.69	131,881.00	(1,584.00)	-1.2%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	353,600.00	329,767.00	195,683.06	330,247.00	(480.00)	-0.1%
Other Classified Salaries		2900	0.00	11,304.00	9,854.23	27,941.00	(16,637.00)	-147.2%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>757,793.00</b>	<b>892,129.00</b>	<b>477,946.13</b>	<b>1,027,365.00</b>	<b>(135,236.00)</b>	<b>-15.2%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	67,080.00	146,461.00	58,724.42	137,622.00	8,839.00	6.0%
PERS		3201-3202	111,229.00	114,384.00	66,371.37	129,651.00	(15,167.00)	-13.3%
OASDI/Medicare/Alternative		3301-3302	61,324.00	76,320.00	35,387.01	82,435.00	(8,115.00)	-8.0%
Health and Welfare Benefits		3401-3402	39,537.00	46,317.00	26,463.03	47,632.00	(1,315.00)	-2.8%
Unemployment Insurance		3501-3502	684.00	981.00	410.01	1,273.00	(292.00)	-29.8%
Workers' Compensation		3601-3602	21,698.00	30,384.00	12,950.16	32,405.00	(2,011.00)	-6.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,166.00	1,936.00	1,029.48	1,936.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>302,698.00</b>	<b>416,793.00</b>	<b>201,335.48</b>	<b>432,854.00</b>	<b>(18,061.00)</b>	<b>-3.9%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	169,225.00	299,092.00	38,265.70	248,607.00	50,485.00	16.9%
Noncapitalized Equipment		4400	0.00	45,312.00	63,372.18	63,348.00	(18,036.00)	-39.8%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>169,225.00</b>	<b>344,404.00</b>	<b>101,637.88</b>	<b>311,955.00</b>	<b>32,448.00</b>	<b>9.4%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	34,286.00	38,766.00	7,719.44	22,506.00	16,260.00	41.9%
Dues and Memberships		5300	300.00	886.00	1,264.78	1,316.00	(450.00)	-52.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,500.00	2,500.00	349.57	2,500.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	30,040.00	187,822.00	39,143.21	164,567.00	23,255.00	12.4%
Communications		5900	14,785.00	16,229.00	6,162.59	17,278.00	(1,049.00)	-6.5%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>81,891.00</b>	<b>246,183.00</b>	<b>54,659.59</b>	<b>208,187.00</b>	<b>38,016.00</b>	<b>15.4%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	455,764.00	436,803.93	455,764.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>455,764.00</b>	<b>436,803.93</b>	<b>455,764.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	72,900.00	97,000.00	0.00	97,000.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>72,900.00</b>	<b>97,000.00</b>	<b>0.00</b>	<b>97,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>2,010,236.00</b>	<b>3,133,946.00</b>	<b>1,613,516.52</b>	<b>3,289,780.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>								
			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	119,018.00	124,430.00	36,362.00	128,311.00	3,881.00	3.1%
4) Other Local Revenue		8800-8799	408,000.00	408,000.00	208,891.58	408,000.00	0.00	0.0%
5) TOTAL, REVENUES			527,018.00	532,430.00	245,253.58	536,311.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	64,163.00	64,163.00	37,528.80	64,163.00	0.00	0.0%
2) Classified Salaries		2000-2999	295,330.00	296,237.00	186,249.39	296,491.00	(254.00)	-0.1%
3) Employee Benefits		3000-3999	121,894.00	128,059.00	74,591.01	128,540.00	(481.00)	-0.4%
4) Books and Supplies		4000-4999	9,810.00	9,510.00	3,466.92	9,383.00	127.00	1.3%
5) Services and Other Operating Expenditures		6000-5999	10,200.00	10,500.00	2,998.19	10,870.00	(370.00)	-3.5%
6) Capital Outlay		6000-8999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	24,540.00	24,540.00	0.00	24,540.00	0.00	0.0%
9) TOTAL, EXPENDITURES			525,937.00	533,009.00	304,834.31	533,987.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,081.00	(579.00)	(59,580.73)	2,324.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7800-7829	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,081.00	(679.00)	(59,580.73)	2,324.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	129,083.00	37,885.00		37,885.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			129,083.00	37,885.00		37,885.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			129,083.00	37,885.00		37,885.00		
2) Ending Balance, June 30 (E + F1e)			130,164.00	37,306.00		40,209.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9780	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	130,164.00	37,306.00		40,209.00		
Assigned for the Before And After School Prog	0000	9780	130,164.00					
Assigned for the Before & Afterschool Program	0000	9780		37,306.00				
Assigned for the Before & After School Program	0000	9780				40,209.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	119,018.00	119,018.00	36,362.00	122,899.00	3,881.00	3.3%
All Other State Revenue	All Other	8590	0.00	5,412.00	0.00	5,412.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>119,018.00</b>	<b>124,430.00</b>	<b>36,362.00</b>	<b>128,311.00</b>	<b>3,881.00</b>	<b>3.1%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8680	0.00	0.00	(70.92)	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8682	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		9673	408,000.00	408,000.00	208,962.50	408,000.00	0.00	0.0%
Interagency Services		9677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		9689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>408,000.00</b>	<b>408,000.00</b>	<b>208,961.58</b>	<b>408,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>527,018.00</b>	<b>532,430.00</b>	<b>245,253.58</b>	<b>536,311.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	64,163.00	64,163.00	37,528.80	64,163.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			64,163.00	64,163.00	37,528.80	64,163.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	35,763.00	35,763.00	20,598.18	35,763.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	258,567.00	260,474.00	165,851.21	260,728.00	(254.00)	-0.1%
<b>TOTAL, CLASSIFIED SALARIES</b>			295,330.00	296,237.00	186,249.39	296,491.00	(254.00)	-0.1%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	14,999.00	20,383.00	6,063.97	20,383.00	0.00	0.0%
PERS		3201-3202	55,747.00	54,156.00	35,776.61	54,208.00	(50.00)	-0.1%
OASDI/Medicare/Alternative		3301-3302	20,938.00	20,288.00	12,804.50	20,008.00	280.00	1.4%
Health and Welfare Benefits		3401-3402	23,113.00	27,213.00	16,236.49	27,920.00	(707.00)	-2.6%
Unemployment Insurance		3501-3502	296.00	296.00	112.04	295.00	1.00	0.3%
Workers' Compensation		3801-3802	5,801.00	5,713.00	3,575.40	5,718.00	(5.00)	-0.1%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			121,894.00	128,059.00	74,591.01	128,540.00	(481.00)	-0.4%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	9,810.00	9,510.00	3,466.92	9,383.00	127.00	1.3%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			9,810.00	9,510.00	3,466.92	9,383.00	127.00	1.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	284.69	128.00	(128.00)	New
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	10,100.00	10,400.00	2,713.50	10,642.00	(242.00)	-2.3%
Communications		5900	100.00	100.00	0.00	100.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>10,200.00</b>	<b>10,500.00</b>	<b>2,998.19</b>	<b>10,870.00</b>	<b>(370.00)</b>	<b>-3.5%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	24,540.00	24,540.00	0.00	24,540.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>24,540.00</b>	<b>24,540.00</b>	<b>0.00</b>	<b>24,540.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>525,937.00</b>	<b>533,009.00</b>	<b>304,834.31</b>	<b>533,987.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8985	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8880	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8890	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	180,000.00	180,000.00	52,434.05	180,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	11,600.00	11,600.00	3,563.60	11,600.00	0.00	0.0%
4) Other Local Revenue		8600-8799	385,000.00	463,538.00	213,181.87	463,689.00	151.00	0.0%
5) TOTAL, REVENUES			586,600.00	655,138.00	269,179.52	655,289.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	277,270.00	283,641.00	172,694.41	281,976.00	1,665.00	0.6%
3) Employee Benefits		3000-3999	88,835.00	86,069.00	49,572.10	85,042.00	1,027.00	1.2%
4) Books and Supplies		4000-4999	284,000.00	286,500.00	146,756.26	286,651.00	(151.00)	-0.1%
5) Services and Other Operating Expenditures		5000-5999	12,275.00	18,113.00	9,012.28	18,113.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			662,380.00	674,323.00	378,035.05	671,782.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(75,780.00)	(19,185.00)	(108,855.53)	(16,493.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			75,880.00	9,842.00	0.00	9,842.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			100.00	(9,343.00)	(108,855.53)	(6,661.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	13,766.00	11,779.00		11,779.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,766.00	11,779.00		11,779.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,766.00	11,779.00		11,779.00		
2) Ending Balance, June 30 (E + F1e)			13,866.00	2,436.00		5,128.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	13,314.00	1,884.00		4,576.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9780	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	552.00	552.00		552.00		
Assigned to Cash in Drawers	0000	9780	552.00					
Assigned for Cash in Drawers	0000	9780		552.00				
Assigned for Cash in Drawers	0000	9780				552.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9788	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	180,000.00	180,000.00	52,434.05	180,000.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			180,000.00	180,000.00	52,434.05	180,000.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8620	11,600.00	11,600.00	3,563.60	11,600.00	0.00	0.0%
All Other State Revenue		8690	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			11,600.00	11,600.00	3,563.60	11,600.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	395,000.00	463,538.00	213,014.87	463,538.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	167.00	151.00	151.00	New
<b>TOTAL, OTHER LOCAL REVENUE</b>			395,000.00	463,538.00	213,181.87	463,689.00	151.00	0.0%
<b>TOTAL, REVENUES</b>			586,600.00	655,138.00	269,179.52	655,289.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	180,823.00	180,256.00	112,667.03	177,331.00	2,925.00	1.6%
Classified Supervisors' and Administrators' Salaries		2300	96,447.00	103,385.00	60,027.36	104,645.00	(1,260.00)	-1.2%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			277,270.00	283,641.00	172,694.41	281,976.00	1,665.00	0.6%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	53,563.00	52,327.00	28,757.13	50,876.00	1,451.00	2.8%
OASDI/Medicare/Alternative		3301-3302	19,494.00	17,428.00	10,906.09	17,077.00	349.00	2.0%
Health and Welfare Benefits		3401-3402	10,537.00	10,943.00	6,598.36	11,119.00	(176.00)	-1.6%
Unemployment Insurance		3501-3502	145.00	147.00	86.80	148.00	(1.00)	-0.7%
Workers' Compensation		3601-3602	4,479.00	4,479.00	2,851.07	4,478.00	1.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3801-3802	597.00	747.00	372.85	1,344.00	(697.00)	-79.9%
TOTAL, EMPLOYEE BENEFITS			88,835.00	86,069.00	49,572.10	85,042.00	1,027.00	1.2%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	19,000.00	21,500.00	11,219.95	21,651.00	(151.00)	-0.7%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	265,000.00	265,000.00	135,536.31	265,000.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			284,000.00	286,500.00	146,756.26	286,651.00	(151.00)	-0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	200.00	200.00	0.00	200.00	0.00	0.0%
Dues and Memberships		5300	325.00	4,603.00	0.00	4,603.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	6,000.00	4,550.00	685.23	4,550.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,500.00	6,950.00	7,745.05	6,950.00	0.00	0.0%
Communications		5900	250.00	1,810.00	582.00	1,810.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>12,275.00</b>	<b>18,113.00</b>	<b>9,012.28</b>	<b>18,113.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>662,380.00</b>	<b>674,323.00</b>	<b>378,035.05</b>	<b>671,782.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8916	75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			75,880.00	9,842.00	0.00	9,842.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7819	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7851	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7899	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			75,880.00	9,842.00	0.00	9,842.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	93,372.00	93,372.00	0.00	93,372.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,000.00	1,000.00	46.80	1,000.00	0.00	0.0%
5) TOTAL, REVENUES			94,372.00	94,372.00	46.80	94,372.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	30,000.00	30,000.00	7,892.77	56,800.00	(26,800.00)	-89.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			30,000.00	30,000.00	7,892.77	56,800.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			64,372.00	64,372.00	(7,845.87)	37,572.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8800-8829	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8830-8879	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8880-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			64,372.00	64,372.00	(7,845.87)	37,572.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	4,733.00	5,571.00		5,571.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,733.00	5,571.00		5,571.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,733.00	5,571.00		5,571.00		
2) Ending Balance, June 30 (E + F1e)			69,105.00	69,943.00		43,143.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	69,105.00	69,943.00		43,143.00		
Assigned for Deferred Maintenance	0000	9780	69,105.00					
Assigned for Deferred Maintenance	0000	9780		69,943.00				
Assigned for Deferred Maintenance	0000	9780				43,143.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
LCFF Transfers								
LCFF Transfers - Current Year		8091	93,372.00	93,372.00	0.00	93,372.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>93,372.00</b>	<b>93,372.00</b>	<b>0.00</b>	<b>93,372.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Community Redevelopment Funds Not Subject to LCFF Deduction		8626	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,000.00	1,000.00	46.90	1,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8682	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>1,000.00</b>	<b>1,000.00</b>	<b>46.90</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>94,372.00</b>	<b>94,372.00</b>	<b>46.90</b>	<b>94,372.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	25,000.00	25,000.00	7,892.77	35,000.00	(10,000.00)	-40.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,000.00	5,000.00	0.00	21,800.00	(16,800.00)	-336.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			30,000.00	30,000.00	7,892.77	56,800.00	(26,800.00)	-89.3%
<b>CAPITAL OUTLAY</b>								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			30,000.00	30,000.00	7,892.77	56,800.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8985	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>								
			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	25.00	25.00	75.89	25.00	0.00	0.0%
5) TOTAL, REVENUES			25.00	25.00	75.89	25.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			25.00	25.00	75.89	25.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			25.00	25.00	75.89	25.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	5,885.00	6,034.00		6,034.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,885.00	6,034.00		6,034.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,885.00	6,034.00		6,034.00		
2) Ending Balance, June 30 (E + F1e)			5,910.00	6,059.00		6,059.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	5,910.00	6,059.00		6,059.00		
Assigned for Postemployment benefits	0000	9780	5,910.00					
Assigned for Postemployment benefits	0000	9780		6,059.00				
Assigned for Postemployment Benefits	0000	9780				6,059.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER LOCAL REVENUE</b>								
Interest		8880	25.00	25.00	75.89	25.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8882	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			25.00	25.00	75.89	25.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			25.00	25.00	75.89	25.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,000.00	5,000.00	11,793.10	5,000.00	0.00	0.0%
5) TOTAL REVENUES			5,000.00	5,000.00	11,793.10	5,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	450,000.00	440,000.00	201,187.94	394,800.00	45,400.00	10.3%
5) Services and Other Operating Expenditures		5000-5999	100,000.00	110,000.00	109,526.86	155,400.00	(45,400.00)	-41.3%
6) Capital Outlay		6000-6999	100,000.00	100,000.00	7,477.77	100,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			650,000.00	650,000.00	318,182.59	650,000.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(645,000.00)	(645,000.00)	(306,389.49)	(645,000.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(645,000.00)	(645,000.00)	(306,399.49)	(645,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	655,779.00	951,157.00		951,157.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			655,779.00	951,157.00		951,157.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			655,779.00	951,157.00		951,157.00		
2) Ending Balance, June 30 (E + F1e)			10,779.00	306,157.00		306,157.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	267,113.00		267,113.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9780	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	10,779.00	39,044.00		39,044.00		
Assigned for Technology	0000	9780	10,779.00					
Assigned for Technology	0000	9780		39,044.00				
Assigned for Technology	0000	9780				39,044.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies Secured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	11,793.10	5,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			5,000.00	5,000.00	11,793.10	5,000.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			5,000.00	5,000.00	11,793.10	5,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	225,000.00	215,000.00	160,561.67	201,600.00	13,400.00	6.2%
Noncapitalized Equipment		4400	225,000.00	225,000.00	40,606.27	193,000.00	32,000.00	14.2%
<b>TOTAL, BOOKS AND SUPPLIES</b>			450,000.00	440,000.00	201,167.94	394,600.00	45,400.00	10.3%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	10,000.00	13,154.70	14,000.00	(4,000.00)	-40.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	100,000.00	100,000.00	96,372.18	141,400.00	(41,400.00)	-41.4%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			100,000.00	110,000.00	109,526.88	155,400.00	(45,400.00)	-41.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		8200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	100,000.00	100,000.00	7,477.77	100,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			100,000.00	100,000.00	7,477.77	100,000.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Other Transfers Out</b>								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Debt Service</b>								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7436	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			650,000.00	650,000.00	318,192.59	650,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	218,768.00	225,893.00	172,924.05	225,893.00	0.00	0.0%
5) TOTAL, REVENUES			218,768.00	225,893.00	172,924.05	225,893.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	30,000.00	30,000.00	6,907.80	80,000.00	(50,000.00)	-166.7%
6) Capital Outlay		6000-6999	0.00	0.00	64,068.45	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	129,900.00	129,900.00	58,517.87	129,900.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			159,900.00	159,900.00	129,493.92	209,900.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			58,868.00	65,993.00	43,430.13	15,993.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			58,869.00	65,993.00	43,430.13	15,993.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	118,121.00	136,814.00		136,814.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			118,121.00	136,814.00		136,814.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			118,121.00	136,814.00		136,814.00		
2) Ending Balance, June 30 (E + F1e)			176,990.00	202,807.00		152,807.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	176,990.00	202,807.00		152,807.00		
Assigned for Capital Outlay projects	0000	9780	176,990.00					
Assigned for Capital Outlay projects	0000	9780		202,807.00				
Assigned for Capital Outlay projects	0000	9780				152,807.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Pass-Through Revenues from State Sources		8687	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8690	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8690	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	218,769.00	225,893.00	107,601.37	225,893.00	0.00	0.0%
Interest		8660	0.00	0.00	1,254.23	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	64,088.45	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			218,769.00	225,893.00	172,924.05	225,893.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			218,769.00	225,893.00	172,924.05	225,893.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	20,000.00	20,000.00	645.30	40,000.00	(20,000.00)	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	10,000.00	10,000.00	6,262.50	40,000.00	(30,000.00)	-300.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			30,000.00	30,000.00	6,907.80	80,000.00	(50,000.00)	-166.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	64,068.45	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	64,068.45	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	12,864.00	12,864.00	6,836.25	12,864.00	0.00	0.0%
Other Debt Service - Principal		7439	117,036.00	117,036.00	51,681.42	117,036.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			129,900.00	129,900.00	58,517.67	129,900.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			159,900.00	159,900.00	129,493.92	209,900.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund/CSSF		8812	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8819	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	1,928.00	1,928.00	1,876.00	1,909.00	(19.00)	-1%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	1,928.00	1,928.00	1,876.00	1,909.00	(19.00)	-1%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	0.77	0.77	0.00	0.00	(0.77)	-100%
b. Special Education-Special Day Class	0.75	0.88	0.88	0.88	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.18	0.18	0.00	0.00	(0.18)	-100%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	1.70	1.83	0.88	0.88	(0.95)	-52%
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	1,929.70	1,929.83	1,876.88	1,909.88	(19.95)	-1%
<b>7. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

		July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name)									
A. BEGINNING CASH	8010-8019	5,230,277.70	9,482,372.77	6,812,216.92	4,865,682.85	2,841,507.57	1,642,849.49	13,725,805.89	16,050,421.61
	8020-8079	375,818.00	375,818.00	475,112.00	375,818.00	0.00	0.00	249,621.00	237,082.00
	8080-8099			91,507.49		1,012,690.83	14,844,624.52	646,289.48	374,056.90
	8100-8299	10,437.70	10,169.12	24,301.93	17,909.93	14,830.94	(6,783.65)	111,783.14	(59,791.50)
	8300-8599			1,125.19	176,888.27	80,191.00	8,790.38	89,803.62	301,124.00
	8600-8799	23.55	32,421.38	194,488.44	177,576.46	217,621.98	123,160.36	160,018.17	140,623.00
	8810-8929								
	8930-8979								
	TOTAL RECEIPTS	386,279.25	418,408.48	786,535.05	747,992.66	1,325,334.75	14,769,782.21	1,256,495.41	1,049,401.66
	C. DISBURSEMENTS								
B. RECEIPTS	1000-1999	190,348.67	1,613,431.42	1,626,115.27	1,623,248.09	1,631,734.09	1,653,646.83	1,610,703.35	1,614,210.00
	2000-2999	318,589.34	556,341.06	555,116.80	554,867.41	552,286.33	585,955.79	546,413.50	570,196.00
	3000-3999	210,078.17	517,103.28	516,022.95	527,217.79	517,729.45	516,710.36	597,191.07	736,869.25
	4000-4999	29,051.99	125,847.43	161,931.62	108,426.77	61,151.95	39,798.25	53,787.19	155,916.00
	5000-5999	167,953.94	397,053.60	116,793.51	265,443.48	99,269.63	117,995.46	245,837.06	85,590.74
	6000-6599							0.00	21,250.00
	7000-7499			231.05	24,772.93	13,768.82	12,131.37	16,126.21	
	7600-7629								
	7630-7699								
	TOTAL DISBURSEMENTS	916,022.11	3,208,776.79	2,974,211.20	3,103,966.47	2,875,920.27	2,926,237.86	3,070,038.38	3,184,031.99
D. BALANCE SHEET ITEMS	Assets and Deferred Outflows								
	9111-9199	(5,000.00)							
	9200-9299	(842,602.88)	67,282.06	112,594.74	44,695.89	352,406.85	71,299.82	2,990,000.00	0.00
	9310								
	9320								
	9330	3,220.00							
	9340								
	9400								
	SUBTOTAL	(850,822.88)	67,282.06	112,594.74	44,695.89	352,406.85	71,299.82	2,990,000.00	0.00
	Liabilities and Deferred Inflows								
E. NET INCREASE/DECREASE (B - C + D)	9500-9599	(1,266,415.40)	(153,913.47)	(152,511.15)	(81,475.17)	(193,156.91)	(161,850.82)	(160,773.78)	117,121.20
	9610	(94,387.29)	94,387.29						
	9640	(6,027,541.00)					0.00	0.00	
	9650	(23,932.12)		23,932.12					
	9660	(1,384,734.81)	(59,526.18)	(128,579.03)	(81,475.17)	(193,156.91)	(161,850.82)	(160,773.78)	117,121.20
	Nonoperating								
	9910	533,911.93	(5,595.78)	(31.69)	5,827.47	6,363.68	8,251.41	(12,615.09)	(117,121.20)
	TOTAL BALANCE SHEET ITEMS	4,781,837.93	121,212.46	241,142.08	131,798.63	551,927.44	239,402.05	3,138,158.69	(117,121.20)
	F. ENDING CASH (A + E)	4,252,095.07	(2,870,155.85)	(1,946,534.07)	(2,224,175.28)	(998,658.08)	12,082,956.40	1,324,615.72	(2,251,751.53)
	G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS	9,482,372.77	6,812,216.92	4,865,682.85	2,841,507.57	1,642,849.48	13,725,805.89	15,050,421.61	12,798,670.08

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
<b>ACTUALS THROUGH THE MONTH OF</b> (Enter Month Name)									
<b>A. BEGINNING CASH</b>		12,798,670.08	10,766,611.89	18,046,813.50	16,285,947.67				
<b>B. RECEIPTS</b>									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	237,062.00	237,062.00	237,062.00	86,911.00			2,887,346.00	2,887,346.00
Property Taxes	8020-8079	374,056.90	9,526,420.13	1,087,053.84	374,056.91			28,129,637.00	28,129,637.00
Miscellaneous Funds	8080-8099	(59,791.50)	(59,791.50)	(59,791.50)	(119,583.00)			(358,749.00)	(358,749.00)
Federal Revenue	8100-8299	56,327.26	105,083.83	56,327.26	54,829.28	150,108.00		661,753.00	661,753.00
Other State Revenue	8300-8599	396,313.88	507,454.28	396,313.88	396,313.90	304,060.00		2,658,179.00	2,658,179.00
Other Local Revenue	8600-8799	116,003.04	116,003.04	272,637.53	130,192.07			1,680,769.00	1,680,769.00
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
<b>TOTAL RECEIPTS</b>		1,119,971.58	10,432,231.78	1,889,603.01	922,720.16	454,169.00	0.00	35,658,935.00	35,658,935.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999	1,637,777.85	1,637,777.85	1,637,777.85	560,520.93			17,036,292.00	17,036,292.00
Classified Salaries	2000-2999	564,636.59	564,636.59	610,964.97	541,467.62			6,521,442.00	6,521,442.00
Employee Benefits	3000-3999	736,869.25	736,869.25	1,338,457.12	912,629.06			7,862,747.00	7,862,747.00
Books and Supplies	4000-4999	105,905.54	105,905.54	105,905.54	206,613.18	180,213.00		1,420,434.00	1,420,434.00
Services	5000-5999	85,590.74	85,590.74	85,590.74	347,397.58	481,295.00		2,581,402.22	2,581,402.22
Capital Outlay	6000-6999	21,250.00	21,250.00	19,250.00				83,000.00	83,000.00
Other Outgo	7000-7499			(47,477.38)				19,553.00	19,553.00
Interfund Transfers Out	7500-7629				9,842.00			9,842.00	9,842.00
All Other Financing Uses	7630-7699							0.00	0.00
<b>TOTAL DISBURSEMENTS</b>		3,152,029.97	3,152,029.97	3,750,468.84	2,578,470.37	641,508.00	0.00	35,534,712.22	35,534,712.22
<b>D. BALANCE SHEET ITEMS</b>									
Assets and Deferred Outflows									
Cash Not in Treasury	9111-9199				(2,990,000.00)			0.00	
Accounts Receivable	9200-9299	0.00	0.00					842,602.88	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							3,220.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
<b>SUBTOTAL</b>		0.00	0.00	0.00	(2,990,000.00)	0.00	0.00	845,822.88	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	0.00			609,728.91			1,266,415.40	
Due To Other Funds	9610							94,387.29	
Current Loans	9640			0.00	6,027,541.00			0.00	
Unearned Revenues	9650							23,932.12	
Deferred Inflows of Resources	9690							0.00	
<b>SUBTOTAL</b>		0.00	0.00	0.00	6,637,269.91	0.00	0.00	1,384,734.81	
Nonoperating									
Suspense Clearing	9910	0.00						0.00	
<b>TOTAL BALANCE SHEET ITEMS</b>		0.00	0.00	0.00	(9,627,269.91)	0.00	0.00	(538,911.93)	
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		(2,032,058.39)	7,280,201.81	(1,760,865.83)	(11,283,020.12)	(187,339.00)	0.00	(414,669.15)	124,222.78
<b>F. ENDING CASH (A + E)</b>		10,766,611.69	18,046,813.50	16,285,947.67	5,002,927.55				
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>								4,815,588.55	

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_

District Superintendent or Designee

Date: \_\_\_\_\_

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 05, 2020

Signed: \_\_\_\_\_

President of the Governing Board

### CERTIFICATION OF FINANCIAL CONDITION

X  POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

\_\_\_\_\_ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

\_\_\_\_\_ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Nancy Bernahl

Telephone: 831-646-6516

Title: Fiscal Officer

E-mail: nbernahl@pgusd.org

## Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2018-19) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	• Management/supervisor/confidential? (Section S8C, Line 1b)		X
		For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
S8	Labor Agreement Budget Revisions	• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	30,658,234.00	4.13%	31,924,068.00	3.22%	32,952,909.00
2. Federal Revenues	8100-8299	661,753.00	0.64%	665,984.00	0.64%	670,249.00
3. Other State Revenues	8300-8599	2,658,179.00	-0.41%	2,647,408.00	-3.88%	2,544,645.00
4. Other Local Revenues	8600-8799	1,680,769.00	0.00%	1,680,769.00	0.00%	1,680,769.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		35,658,935.00	3.53%	36,918,229.00	2.52%	37,848,572.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				17,036,292.00		17,253,915.00
b. Step & Column Adjustment				259,231.00		267,548.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(41,608.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	17,036,292.00	1.28%	17,253,915.00	1.55%	17,521,463.00
2. Classified Salaries						
a. Base Salaries				6,521,442.00		6,637,126.00
b. Step & Column Adjustment				115,684.00		116,939.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,521,442.00	1.77%	6,637,126.00	1.76%	6,754,065.00
3. Employee Benefits	3000-3999	7,862,747.00	7.19%	8,427,967.00	2.73%	8,657,896.00
4. Books and Supplies	4000-4999	1,420,434.00	-18.35%	1,159,774.00	-2.09%	1,135,573.00
5. Services and Other Operating Expenditures	5000-5999	2,581,402.22	4.54%	2,698,538.00	-0.04%	2,697,339.00
6. Capital Outlay	6000-6999	83,000.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	141,093.00	0.00%	141,093.00	0.00%	141,093.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(121,540.00)	0.00%	(121,540.00)	0.00%	(121,540.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	9,842.00	0.00%	9,842.00	0.00%	9,842.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		35,534,712.22	1.89%	36,206,715.00	1.63%	36,795,731.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)		124,222.78		711,514.00		1,052,841.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		4,696,371.00		4,820,593.78		5,532,107.78
2. Ending Fund Balance (Sum lines C and D1)		4,820,593.78		5,532,107.78		6,584,948.78
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	5,000.00		5,000.00		5,000.00
b. Restricted	9740	438,811.78		438,810.78		438,811.78
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	3,310,740.63		3,999,819.00		5,034,990.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,066,041.37		1,088,478.00		1,106,148.00
2. Unassigned/Unappropriated	9790	0.00		0.00		(1.00)
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		4,820,593.78		5,532,107.78		6,584,948.78

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,066,041.37		1,088,478.00		1,106,148.00
c. Unassigned/Unappropriated	9790	1.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(1.00)		0.00		(1.00)
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		1,066,041.37		1,088,478.00		1,106,147.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.00%		3.01%		3.01%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		1,876.00		1,857.10		1,857.10
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		35,534,712.22		36,206,715.00		36,795,731.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		35,534,712.22		36,206,715.00		36,795,731.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		1,066,041.37		1,086,201.45		1,103,871.93
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		1,066,041.37		1,086,201.45		1,103,871.93
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	30,658,234.00	4.13%	31,924,068.00	3.22%	32,952,909.00
2. Federal Revenues	8100-8299	50,000.00	0.00%	50,000.00	0.00%	50,000.00
3. Other State Revenues	8300-8599	370,398.00	5.18%	389,586.00	0.00%	389,586.00
4. Other Local Revenues	8600-8799	211,133.00	0.00%	211,133.00	0.00%	211,133.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(5,346,666.00)	3.50%	(5,533,999.00)	3.50%	(5,727,482.00)
6. Total (Sum lines A1 thru A5c)		25,943,099.00	4.23%	27,040,788.00	3.09%	27,876,146.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				14,166,052.00		14,383,009.00
b. Step & Column Adjustment				216,957.00		221,949.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	14,166,052.00	1.53%	14,383,009.00	1.54%	14,604,958.00
2. Classified Salaries						
a. Base Salaries				4,398,789.00		4,476,325.00
b. Step & Column Adjustment				77,536.00		78,627.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	4,398,789.00	1.76%	4,476,325.00	1.76%	4,554,952.00
3. Employee Benefits	3000-3999	4,591,215.00	9.91%	5,046,069.00	3.42%	5,218,483.00
4. Books and Supplies	4000-4999	525,779.00	0.50%	528,408.00	0.50%	531,050.00
5. Services and Other Operating Expenditures	5000-5999	2,007,709.00	5.72%	2,122,511.00	0.87%	2,140,910.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	16,476.00	0.00%	16,476.00	0.00%	16,476.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(253,366.00)	0.00%	(253,366.00)	0.00%	(253,366.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	9,842.00	0.00%	9,842.00	0.00%	9,842.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		25,462,496.00	3.40%	26,329,274.00	1.88%	26,823,305.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)		480,603.00		711,514.00		1,052,841.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		3,901,180.00		4,381,783.00		5,093,297.00
2. Ending Fund Balance (Sum lines C and D1)		4,381,783.00		5,093,297.00		6,146,138.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	5,000.00		5,000.00		5,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	3,310,740.63		3,999,819.00		5,034,990.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,066,041.37		1,088,478.00		1,106,148.00
2. Unassigned/Unappropriated	9790	1.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		4,381,783.00		5,093,297.00		6,146,138.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,066,041.37		1,088,478.00		1,106,148.00
c. Unassigned/Unappropriated	9790	1.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>		<b>1,066,042.37</b>		<b>1,088,478.00</b>		<b>1,106,148.00</b>
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	611,753.00	0.69%	615,984.00	0.69%	620,249.00
3. Other State Revenues	8300-8599	2,287,781.00	-1.31%	2,257,822.00	-4.55%	2,155,059.00
4. Other Local Revenues	8600-8799	1,469,636.00	0.00%	1,469,636.00	0.00%	1,469,636.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	5,346,666.00	3.50%	5,533,999.00	3.50%	5,727,482.00
6. Total (Sum lines A1 thru A5c)		9,715,836.00	1.66%	9,877,441.00	0.96%	9,972,426.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				2,870,240.00		2,870,906.00
b. Step & Column Adjustment				42,274.00		45,599.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(41,608.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	2,870,240.00	0.02%	2,870,906.00	1.59%	2,916,505.00
2. Classified Salaries						
a. Base Salaries				2,122,653.00		2,160,801.00
b. Step & Column Adjustment				38,148.00		38,312.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	2,122,653.00	1.80%	2,160,801.00	1.77%	2,199,113.00
3. Employee Benefits	3000-3999	3,271,532.00	3.37%	3,381,898.00	1.70%	3,439,413.00
4. Books and Supplies	4000-4999	894,655.00	-29.43%	631,366.00	-4.25%	604,523.00
5. Services and Other Operating Expenditures	5000-5999	573,693.22	0.41%	576,027.00	-3.40%	556,429.00
6. Capital Outlay	6000-6999	83,000.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	124,617.00	0.00%	124,617.00	0.00%	124,617.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	131,826.00	0.00%	131,826.00	0.00%	131,826.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		10,072,216.22	-1.93%	9,877,441.00	0.96%	9,972,426.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)		(356,380.22)		0.00		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		795,191.00		438,810.78		438,810.78
2. Ending Fund Balance (Sum lines C and D1)		438,810.78		438,810.78		438,810.78
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	438,811.78		438,810.78		438,811.78
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(1.00)		0.00		(1.00)
f. Total Components of Ending Fund Balance		438,810.78		438,810.78		438,810.78
(Line D3f must agree with line D2)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Certificated salaries were reduced to coincide with the decrease in CTBIG Funding.						

Description	Direct Costs - Interfund Transfers In 5750	Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
011 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(121,640.00)				
Other Sources/Uses Detail					0.00	9,842.00		
Fund Reconciliation								
091 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
101 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
111 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	97,000.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	24,540.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					9,842.00	0.00		
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
151 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
171 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
181 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
191 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
201 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
211 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
251 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
301 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
351 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
491 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
511 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
521 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
561 DEBT SERVICE FUND								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
671 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
611 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Second Interim  
2019-20 Projected Year Totals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

ACTION/DISCUSSION C

27 66134 000000  
Form SIAI

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund	Interfund	Due From	Due To
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	121,540.00	(121,540.00)	9,842.00	9,842.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

## CRITERIA AND STANDARDS

### 1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

#### 1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

##### Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2019-20)				
District Regular	1,961.00	1,909.00		
Charter School	0.00	0.00		
<b>Total ADA</b>	<b>1,961.00</b>	<b>1,909.00</b>	<b>-2.7%</b>	<b>Not Met</b>
1st Subsequent Year (2020-21)				
District Regular	1,961.00	1,891.00		
Charter School				
<b>Total ADA</b>	<b>1,961.00</b>	<b>1,891.00</b>	<b>-3.6%</b>	<b>Not Met</b>
2nd Subsequent Year (2021-22)				
District Regular	1,961.00	1,891.00		
Charter School				
<b>Total ADA</b>	<b>1,961.00</b>	<b>1,891.00</b>	<b>-3.6%</b>	<b>Not Met</b>

#### 1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - The projected change since first interim projections for funded ADA exceeds two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:  
(required if NOT met)

The First Interim projected year totals were overstated. ADA at P-1 was 1891.21.

## 2. CRITERION: Enrollment

**STANDARD:** Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: **-2.0% to +2.0%**

### 2A. Calculating the District's Enrollment Variances

**DATA ENTRY:** First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2019-20)				
District Regular	1,988	1,975		
Charter School				
<b>Total Enrollment</b>	<b>1,988</b>	<b>1,975</b>	<b>-0.7%</b>	<b>Met</b>
1st Subsequent Year (2020-21)				
District Regular	1,988	1,968		
Charter School				
<b>Total Enrollment</b>	<b>1,988</b>	<b>1,968</b>	<b>-1.0%</b>	<b>Met</b>
2nd Subsequent Year (2021-22)				
District Regular	1,988	1,968		
Charter School				
<b>Total Enrollment</b>	<b>1,988</b>	<b>1,968</b>	<b>-1.0%</b>	<b>Met</b>

### 2B. Comparison of District Enrollment to the Standard

**DATA ENTRY:** Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

### 3. CRITERION: ADA to Enrollment

**STANDARD:** Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

#### 3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2016-17)			
District Regular	1,984	2,078	
Charter School			
<b>Total ADA/Enrollment</b>	<b>1,984</b>	<b>2,078</b>	<b>95.5%</b>
Second Prior Year (2017-18)			
District Regular	1,981	2,091	
Charter School			
<b>Total ADA/Enrollment</b>	<b>1,981</b>	<b>2,091</b>	<b>94.7%</b>
First Prior Year (2018-19)			
District Regular	1,909	2,035	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>1,909</b>	<b>2,035</b>	<b>93.8%</b>
Historical Average Ratio:			94.7%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.2%

#### 3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2019-20)				
District Regular	1,876	1,975		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>1,876</b>	<b>1,975</b>	<b>95.0%</b>	<b>Met</b>
1st Subsequent Year (2020-21)				
District Regular	1,886	1,968		
Charter School				
<b>Total ADA/Enrollment</b>	<b>1,886</b>	<b>1,968</b>	<b>95.8%</b>	<b>Not Met</b>
2nd Subsequent Year (2021-22)				
District Regular	1,886	1,968		
Charter School				
<b>Total ADA/Enrollment</b>	<b>1,886</b>	<b>1,968</b>	<b>95.8%</b>	<b>Not Met</b>

#### 3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:  
(required if NOT met)

The District is projecting declining enrollment in 2020-2021 of 7 students and subsequent year.

#### 4. CRITERION: LCFF Revenue

**STANDARD:** Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

##### 4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

LCFF Revenue				
(Fund 01, Objects 8011, 8012, 8020-8089)				
	First Interim	Second Interim		
Fiscal Year	(Form 01CSI, Item 4A)	Projected Year Totals	Percent Change	Status
Current Year (2019-20)	31,032,269.00	31,018,983.00	0.0%	Met
1st Subsequent Year (2020-21)	32,156,298.00	32,156,298.00	0.0%	Met
2nd Subsequent Year (2021-22)	33,175,980.00	33,175,980.00	0.0%	Met

##### 4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - LCFF revenue has not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

## 5. CRITERION: Salaries and Benefits

**STANDARD:** Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

### 5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2016-17)	20,919,984.72	23,502,804.72	89.0%
Second Prior Year (2017-18)	22,213,524.48	24,927,341.69	89.1%
First Prior Year (2018-19)	22,818,975.52	25,151,006.52	90.7%
	Historical Average Ratio:		89.6%

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	86.6% to 92.6%	86.6% to 92.6%	86.6% to 92.6%

### 5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B6, B10)		
Current Year (2019-20)	23,156,056.00	25,452,654.00	91.0%	Met
1st Subsequent Year (2020-21)	23,905,403.00	26,319,432.00	90.8%	Met
2nd Subsequent Year (2021-22)	24,378,393.00	26,813,463.00	90.9%	Met

### 5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

## 6. CRITERION: Other Revenues and Expenditures

**STANDARD:** Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range: -5.0% to +5.0%

District's Other Revenues and Expenditures Explanation Percentage Range: -5.0% to +5.0%

### 6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

**DATA ENTRY:** First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
----------------------------	---	--	----------------	--

#### Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2019-20)	660,751.00	661,753.00	0.2%	No
1st Subsequent Year (2020-21)	664,973.00	665,984.00	0.2%	No
2nd Subsequent Year (2021-22)	669,227.00	670,249.00	0.2%	No

Explanation:  
(required if Yes)

#### Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2019-20)	2,660,190.00	2,658,179.00	-0.1%	No
1st Subsequent Year (2020-21)	2,527,408.00	2,647,408.00	4.7%	No
2nd Subsequent Year (2021-22)	2,527,408.00	2,544,645.00	0.7%	No

Explanation:  
(required if Yes)

#### Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2019-20)	1,473,355.00	1,680,769.00	14.1%	Yes
1st Subsequent Year (2020-21)	1,473,355.00	1,680,769.00	14.1%	Yes
2nd Subsequent Year (2021-22)	1,473,355.00	1,680,769.00	14.1%	Yes

Explanation:  
(required if Yes)

Donations have increased substantially, especially with Pg Pride funding.

#### Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2019-20)	1,423,097.00	1,420,434.00	-0.2%	No
1st Subsequent Year (2020-21)	1,162,450.00	1,159,774.00	-0.2%	No
2nd Subsequent Year (2021-22)	1,138,262.00	1,135,573.00	-0.2%	No

Explanation:  
(required if Yes)

#### Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2019-20)	2,295,649.00	2,581,402.22	12.4%	Yes
1st Subsequent Year (2020-21)	2,410,967.00	2,698,538.00	11.9%	Yes
2nd Subsequent Year (2021-22)	2,407,935.00	2,697,339.00	12.0%	Yes

Explanation:  
(required if Yes)

Special Education Service Contracts have increased due to long term absence of psychologist.

## 6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2019-20)	4,794,296.00	5,000,701.00	4.3%	Met
1st Subsequent Year (2020-21)	4,665,736.00	4,994,161.00	7.0%	Not Met
2nd Subsequent Year (2021-22)	4,669,990.00	4,895,663.00	4.8%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2019-20)	3,718,746.00	4,001,836.22	7.6%	Not Met
1st Subsequent Year (2020-21)	3,573,417.00	3,858,312.00	8.0%	Not Met
2nd Subsequent Year (2021-22)	3,546,197.00	3,832,912.00	8.1%	Not Met

## 6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Federal Revenue  
(linked from 6A  
if NOT met)

Explanation:

Other State Revenue  
(linked from 6A  
if NOT met)

Explanation:

Other Local Revenue  
(linked from 6A  
if NOT met)

Donations have increased substantially, especially with Pg Pride funding.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Books and Supplies  
(linked from 6A  
if NOT met)

Explanation:

Services and Other Exps  
(linked from 6A  
if NOT met)

Special Education Service Contracts have increased due to long term absence of psychologist.

## 7. CRITERION: Facilities Maintenance

**STANDARD:** Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

### Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

**NOTE:** EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

**DATA ENTRY:** Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	950,151.00	1,032,479.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		950,151.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
<input type="checkbox"/>	Other (explanation must be provided)

**Explanation:**  
(required if NOT met  
and Other is marked)

## 8. CRITERION: Deficit Spending

**STANDARD:** Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

### 8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.0%	3.0%	3.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.0%	1.0%	1.0%

### 8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2019-20)	480,603.00	25,462,496.00	N/A	Met
1st Subsequent Year (2020-21)	711,514.00	26,329,274.00	N/A	Met
2nd Subsequent Year (2021-22)	1,052,841.00	26,823,305.00	N/A	Met

### 8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

## 9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

### 9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2 ) (Form MYPI, Line D2)		Status
Current Year (2019-20)	4,820,593.78		Met
1st Subsequent Year (2020-21)	5,532,107.78		Met
2nd Subsequent Year (2021-22)	6,584,948.78		Met

### 9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

### 9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)		Status
Current Year (2019-20)	5,002,927.55		Met

### 9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

# 10. CRITERION: Reserves

STANDARD: Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or \$69,000 (greater of)	0	to 300
4% or \$69,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4; Subsequent Years, Form MYPI, Line F2, if available.)	1,876	1,857	1,857
District's Reserve Standard Percentage Level:	3%	3%	3%

## 10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
  - Enter the name(s) of the SELPA(s):

Yes

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

## 10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	35,534,712.22	36,206,715.00	36,795,731.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, If Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	35,534,712.22	36,206,715.00	36,795,731.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	1,066,041.37	1,086,201.45	1,103,871.93
6. Reserve Standard - by Amount (\$69,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	1,066,041.37	1,086,201.45	1,103,871.93

### 10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	1,088,041.37	1,088,478.00	1,106,148.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	1.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	(1.00)	0.00	(1.00)
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	1,066,041.37	1,088,478.00	1,106,147.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.00%	3.01%	3.01%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>1,066,041.37</b>	<b>1,086,201.45</b>	<b>1,103,871.93</b>
Status:	Met	Met	Met

### 10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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## SUPPLEMENTAL INFORMATION

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

### S1. Contingent Liabilities

- 1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

### S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

### S3. Temporary Interfund Borrowings

- 1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

No

- 1b. If Yes, identify the interfund borrowings:

### S4. Contingent Revenues

- 1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

## S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%  
or -\$20,000 to +\$20,000

### S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund</b> (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2019-20)	(5,406,282.00)	(5,346,666.00)	-1.1%	(59,616.00)	Met
1st Subsequent Year (2020-21)	(5,406,282.00)	(5,533,999.00)	2.4%	127,717.00	Met
2nd Subsequent Year (2021-22)	(5,406,282.00)	(5,727,482.00)	5.9%	321,200.00	Not Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2019-20)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2020-21)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2019-20)	9,842.00	9,842.00	0.0%	0.00	Met
1st Subsequent Year (2020-21)	9,842.00	9,842.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	9,842.00	9,842.00	0.0%	0.00	Met

#### 1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

### S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for Items 1a-1c or if Yes for Item 1d.

- 1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:  
(required if NOT met)

The District is projecting increase Special Education costs in 2nd. subsequent year.

- 1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

--

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:  
(required if YES)


## S6. Long-term Commitments

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

### S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?  
(If No, skip items 1b and 2 and sections S6B and S6C) Yes
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections? No
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2019
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	4			436,821
Certificates of Participation				
General Obligation Bonds	21	BOND INTEREST & REDEMPTION FUND 51		41,506,000
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (do not include OPEB):				
bOND PREMIUMS	21			4,041,114
TOTAL:				45,983,935

Type of Commitment (continued)	Prior Year (2018-19) Annual Payment (P & I)	Current Year (2019-20) Annual Payment (P & I)	1st Subsequent Year (2020-21) Annual Payment (P & I)	2nd Subsequent Year (2021-22) Annual Payment (P & I)
Capital Leases	200,640	117,036	117,036	117,035
Certificates of Participation				
General Obligation Bonds	4,781,130	4,279,171	3,736,251	3,336,695
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
bOND PREMIUMS				
Total Annual Payments:	4,981,770	4,396,207	3,853,287	3,453,730
Has total annual payment increased over prior year (2018-19)?	No	No	No	No

---

**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

---

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:  
(Required if Yes  
to increase in total  
annual payments)

--

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**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

---

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No
----

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:  
(Required if Yes)

--

## S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

### S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

- b. If Yes to item 1a, have there been changes since first interim in OPEB liabilities?

No

- c. If Yes to item 1a, have there been changes since first interim in OPEB contributions?

2. OPEB Liabilities

- a. Total OPEB liability  
b. OPEB plan(s) fiduciary net position (if applicable)  
c. Total/Net OPEB liability (Line 2a minus Line 2b)

First Interim (Form 01CSI, item S7A)	Second Interim
10,084,431.00	10,084,431.00
0.00	0.00
10,084,431.00	10,084,431.00

- d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jun 30, 2017	Jun 30, 2017

- e. If based on an actuarial valuation, indicate the date of the OPEB valuation.

3. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method  
Current Year (2019-20)  
1st Subsequent Year (2020-21)  
2nd Subsequent Year (2021-22)

First Interim (Form 01CSI, item S7A)	Second Interim
0.00	0.00
0.00	0.00
0.00	0.00

- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

- Current Year (2019-20)  
1st Subsequent Year (2020-21)  
2nd Subsequent Year (2021-22)

287,628.00	287,628.00
287,628.00	287,628.00
287,628.00	287,628.00

- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

- Current Year (2019-20)  
1st Subsequent Year (2020-21)  
2nd Subsequent Year (2021-22)

519,682.00	519,682.00
578,184.00	578,184.00
654,665.00	654,665.00

- d. Number of retirees receiving OPEB benefits

- Current Year (2019-20)  
1st Subsequent Year (2020-21)  
2nd Subsequent Year (2021-22)

153	153
153	153
153	153

4. Comments:

### S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No
----

- b. If Yes to Item 1a, have there been changes since first interim in self-insurance liabilities?

n/a
-----

- c. If Yes to Item 1a, have there been changes since first interim in self-insurance contributions?

n/a
-----

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs  
b. Unfunded liability for self-insurance programs

First Interim (Form 01CSI, Item S7B)	Second Interim

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs  
Current Year (2019-20)  
1st Subsequent Year (2020-21)  
2nd Subsequent Year (2021-22)

First Interim (Form 01CSI, Item S7B)	Second Interim

- b. Amount contributed (funded) for self-insurance programs  
Current Year (2019-20)  
1st Subsequent Year (2020-21)  
2nd Subsequent Year (2021-22)


4. Comments:

--

## S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

### S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

#### Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of first interim projections?

No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

#### Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of certificated (non-management) full-time-equivalent (FTE) positions	141.0	140.0	140.0	140.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

#### Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year  
(2019-20)

1st Subsequent Year  
(2020-21)

2nd Subsequent Year  
(2021-22)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

No

#### One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

#### Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

180,392

7. Amount included for any tentative salary schedule increases

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
0	0	0

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
0.0%	0.0%	0.0%

**Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections**

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

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**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
251,302	259,231	267,548
95.0%	96.0%	96.0%

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	No	No
Yes	No	No

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):


**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

No

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of classified (non-management) FTE positions	107.0	107.0	107.0	107.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

**Negotiations Settled Since First Interim Projections**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year  
(2019-20)

1st Subsequent Year  
(2020-21)

2nd Subsequent Year  
(2021-22)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

**One Year Agreement**

Total cost of salary settlement

% change in salary schedule from prior year  
or

**Multiyear Agreement**

Total cost of salary settlement

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

81,054

7. Amount included for any tentative salary schedule increases

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
0	0	0

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
0.0%	0.0%	0.0%

**Classified (Non-management) Prior Year Settlements Negotiated Since First Interim**

Are any new costs negotiated since first interim for prior year settlements included in the interim?

No		
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If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

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**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
113,260	115,684	116,939

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	No	No
Yes	No	No

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):


**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of first interim projections?

No

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of management, supervisor, and confidential FTE positions	20.0	20.0	20.0	20.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, complete question 2.

If No, complete questions 3 and 4.

No

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

Yes

**Negotiations Settled Since First Interim Projections**

2. Salary settlement:

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year  
(may enter text, such as "Reopener")

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

28,585

4. Amount included for any tentative salary schedule increases

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
0	0	0

**Management/Supervisor/Confidential  
Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
0.0%	0.0%	0.0%

**Management/Supervisor/Confidential  
Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step and column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes

**Management/Supervisor/Confidential  
Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
No	No	No
0	0	0
0.0%	0.0%	0.0%

## S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

### S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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## ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

No

- A2. Is the system of personnel position control independent from the payroll system?

No

- A3. Is enrollment decreasing in both the prior and current fiscal years?

Yes

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

No

- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

No

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

No

- A7. Is the district's financial system independent of the county office system?

No

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

No

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

## End of School District Second Interim Criteria and Standards Review

SACS2019ALL Financial Reporting Software - 2019.2.0  
2/26/2020 8:07:49 AM

27-66134-0000000

Second Interim  
2019-20 Projected Totals  
Technical Review Checks

Pacific Grove Unified

Monterey County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

### GENERAL LEDGER CHECKS

### SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

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

**SUBJECT:** Adoption of Board Policy 3470 Debt Issuance and Management Policy

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Song Chin-Bendib, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The District Administration recommends the Board review and adopt Board Policy 3470 on debt issuance and management policy.

**BACKGROUND:**

California public debt issuers, including school districts, are required to include in filings made with the California Debt and Investment Commission (CDIC) a certification that the District Board has adopted debt management policies. These policies must address certain specific topics, including:

- Purposes for which debt proceeds may be used
- Types of debt that may be issued
- Relationship of debt to capital improvement program or budget
- Policy goals relating to planning and objectives
- Internal Control Procedures to ensure proceeds are applied to intended use

**INFORMATION:**

This new law came into effect on January 1, 2017, which will apply to any debt issuances after this date. The California School Boards Association (CSBA) has prepared model policies for adoption by school districts, which are presented for consideration by the Board.

**FISCAL IMPACT:**

None.

# Pacific Grove Unified School District

## Business and Noninstructional Operations

Policy #3470

### DEBT ISSUANCE AND MANAGEMENT

The Board of Education (the “Board”) is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

*(cf. 3000 - Concepts and Roles)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7210 - Facilities Financing)*

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

*(cf. 3312 - Contracts)*

*(cf. 3600 - Consultants)*

*(cf. 9270 - Conflict of Interest)*

### Goals

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements

# Pacific Grove Unified School District

## Business and Noninstructional Operations

Policy #3470

### DEBT ISSUANCE AND MANAGEMENT

3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 7000 - Concepts and Roles)*

### Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

*(cf. 3100 - Budget)*

*(cf. 3110 - Transfer of Funds)*

# Pacific Grove Unified School District

## Business and Noninstructional Operations

Policy #3470

### DEBT ISSUANCE AND MANAGEMENT

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

#### Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
  - a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
  - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)
  - c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)
2. Long-Term Debt
  - a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

*(cf. 7214 - General Obligation Bonds)*

  - b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

*(cf. 7212 - Mello Roos Districts)*
3. Lease financing, including certificates of participation (COPs)
  - a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)

# Pacific Grove Unified School District

## Business and Noninstructional Operations

Policy #3470

### DEBT ISSUANCE AND MANAGEMENT

- b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)
- 4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs
- 5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

#### Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

#### Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt

# Pacific Grove Unified School District

## Business and Noninstructional Operations

Policy #3470

### DEBT ISSUANCE AND MANAGEMENT

capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

#### Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

#### Investment of Proceeds

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

**Pacific Grove Unified School District****Business and Noninstructional Operations**Policy #3470

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**DEBT ISSUANCE AND MANAGEMENT***(cf. 3430 - Investing)*

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

**Refunding/Restructuring**

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

**Internal Controls**

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

*(cf. 3314 - Payments for Goods and Services)**(cf. 3400 - Management of District Assets/Accounts)*

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

**Records/Reports**

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report

# Pacific Grove Unified School District

## Business and Noninstructional Operations

Policy #3470

### DEBT ISSUANCE AND MANAGEMENT

shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

#### *Legal Reference:*

#### EDUCATION CODE

5300-5441 *Conduct of elections*

15100-15262 *Bonds for school districts and community college districts*

15264-15276 *Strict accountability in local school construction bonds*

15278-15288 *Citizen's oversight committees*

15300-15425 *School Facilities Improvement Districts*

17150 *Public disclosure of non-voter-approved debt*

17400-17429 *Leasing of district property*

17450-17453.1 *Leasing of equipment*

17456 *Sale or lease of district property*

17596 *Duration of contracts*

42130-42134 *Financial reports and certifications*

#### ELECTIONS CODE

1000 *Established election dates*

#### GOVERNMENT CODE

8855 *California Debt and Investment Advisory Commission*

# Pacific Grove Unified School District

## Business and Noninstructional Operations

Policy #3470

### DEBT ISSUANCE AND MANAGEMENT

*53311-53368.3 Mello-Roos Community Facilities Act*

*53410-53411 Bond reporting*

*53506-53509.5 General obligation bonds*

*53550-53569 Refunding bonds of local agencies*

*53580-53595.55 Bonds*

*53850-53858 Tax and revenue anticipation notes*

*53859-53859.08 Grant anticipation notes*

#### CALIFORNIA CONSTITUTION

*Article 13A, Section 1 Tax limitation*

*Article 16, Section 18 Debt limit*

#### UNITED STATES CODE, TITLE 15

*78o-4 Registration of municipal securities dealers*

#### UNITED STATES CODE, TITLE 26

*54E Qualified Zone Academy Bonds*

#### CODE OF FEDERAL REGULATIONS, TITLE 17

*240.10b-5 Prohibition against fraud or deceit*

*240.15c2-12 Municipal securities disclosure*

#### CODE OF FEDERAL REGULATIONS, TITLE 26

*1.103 Interest on state and local bonds*

*1.141 Private activity bonds*

*1.148 Arbitrage and rebate*

*1.149 Hedge bonds*

*1.6001-1 Records*

#### *Management Resources:*

#### CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS

*California Debt Issuance Primer*

#### GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS

*An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016*

*Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015*

*Investment of Bond Proceeds, Best Practice, September 2014*

*Selecting and Managing Municipal Advisors, Best Practice, February 2014*

*Debt Management Policy, Best Practice, October 2012*

*Analyzing and Issuing Refunding Bonds, Best Practice, February 2011*

#### INTERNAL REVENUE SERVICE PUBLICATIONS

*Tax Exempt Bond FAQs Regarding Record Retention Requirements*

*Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016*

#### U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS

*Internal Control System Checklist*

#### WEB SITES

*California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>*

*Government Finance Officers Association: <http://www.gfoa.org>*

*Internal Revenue Service: <https://www.irs.gov>*

*Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA):*

*<http://www.emma.msrb.org>*

*U.S. Government Accountability Office: <http://www.gao.gov>*

## Pacific Grove Unified School District

### **Business and Noninstructional Operations**

Policy #3470

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### **DEBT ISSUANCE AND MANAGEMENT**

*U.S. Securities and Exchange Commission: <https://www.sec.gov>*

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

**SUBJECT:** Resolution No. 1042 for the Issuance and Sale of 2014 Election Measure A Series C of the Education Technology Bond

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Song Chin-Bendib, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the information regarding the sale of Measure A, Series C 2014 Election, Education Technology Bond.

**BACKGROUND:**

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

The bond measure will improve technology by:

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

The original plan for the bond funds was to be released in six separate series (Series A through Series F), averaging \$3 million every three years, over 18 years. The first issuance, Series A, was released in the 2014-15 fiscal year for \$2,370,000 (project fund \$2,327,150). Series B was issued on December 15, 2016, fiscal year 2016-17 for \$2,103,000 with a net proceeds of \$2,000,000 going into the project fund. Both of these series were issued under the initial estimate of \$3 M each.

As the assessed valuations of the properties within the District increase, the maximum allowable funding for each series will also increase.

**INFORMATION:**

The District is preparing to issue the third issuance, Series C, of the Education Technology Bond. Jones Hall, District Bond Counsel, has prepared Resolution No. 1042 for the issuance and sale of Series C. Attached also is the estimated Cost of Issuance, COI, related to the sale of this transaction.

Dale Scott & Co., is the District Financial Advisor. Series C will be a direct placement as opposed to a competitive sale in the open market. Mr. Scott will provide information regarding Series C.

**FISCAL IMPACT:**

The cost of issuance will be paid from the principal of the series.

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

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF  
2014 ELECTION, SERIES C GENERAL OBLIGATION ED TECH® BONDS  
OF THE DISTRICT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED  
\$2,200,000 AND APPROVING RELATED DOCUMENTS AND ACTIONS**

**RESOLUTION NO. 1042**

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

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

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

**WHEREAS**, on December 15, 2016, the District issued its Pacific Grove Unified School District 2014 Election, Series B General Obligation Ed Tech® Bonds in the aggregate principal amount of \$2,103,000 pursuant to the Bond Measure; and

**WHEREAS**, the Board wishes at this time to authorize the issuance of a third of Bonds under the Bond Law for the purpose of financing technology projects authorized under the Bond Measure, designated the Pacific Grove Unified School District 2014 Election, Series C General Obligation Ed Tech® Bonds, in the aggregate principal amount of not to exceed \$2,200,000 (the "Series C Bonds");

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

**WHEREAS**, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed the information set forth in Appendix A hereto; and

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

**SECTION 1 *Approval of Paying Agent Agreement.*** The proposed form of Paying Agent Agreement, by and between the District and U.S. Bank National Association (the "Paying Agent"), which is on file with the Clerk of the Board (the "Paying Agent Agreement") is hereby approved, and the Superintendent and Assistant Superintendent, Business Services, or President of the Board, or any of their respective designees (each, an "Authorized Officer") are hereby authorized

and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreement in substantially said form, with said additions thereto (including the insertion of the purchaser, maturity dates, principal amounts and interest rates of the Series C Bonds) and changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Board hereby authorizes the issuance of the Series C Bonds pursuant to the terms of the Paying Agent Agreement, and the performance by the District of its obligations under the Paying Agent Agreement. The selection of U.S. Bank National Association, as Paying Agent is hereby approved and ratified. Alternatively the County of Monterey Treasurer or other officer may act as Paying Agent.

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

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

The Board hereby authorizes a District Representative to execute and deliver the final form of the Purchase Contract in the name and on behalf of the District. Notwithstanding the foregoing provisions of this Section, the terms of the Series C Bonds may be established or modified under the Purchase Contract, provided such terms are in conformity with the Bond Law. In the event of a conflict or inconsistency between this Resolution and the Purchase Contract relating to the terms of the Refunding Bonds, the provisions of the Purchase Contract will be controlling.

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

**SECTION 3. *Estimated Financing Costs.*** The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel, the firm of Dale Scott & Company, has previously been engaged to act as the District's financial advisor, and the firm of Brandis Tallman LLC has been engaged to perform placement agent services. The estimated costs of issuance associated with the bond sale are \$120,000, which include bond counsel fees, financial advisor fees, placement agent fees, bank counsel fees and paying agent fees.

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

#### SECTION 4. *Tax Covenants.*

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

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

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

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

(e) Exemption from Rebate Requirement. The District is a governmental unit with the power to impose taxes of general applicability which, when collected, may be used for general purposes of the District; the Series C Bonds are not private activity bonds within the meaning of section 141 of the Tax Code; and ninety-five percent (95%) of the Net Sale Proceeds of the Series C Bonds are to be used for local governmental activities of the District. The aggregate face amount (or, issue prices, in the case of issues with a net original issue discount or net original issue premium in excess of two percent (2%) of the principal amount of the issue, excluding original issue premium used for reasonable underwriter's compensation) of all tax-exempt obligations (other than private activity bonds as defined in section 141 of the Tax Code) issued by the District, including all subordinate entities of the District and all entities which may issue obligations on behalf of the District, during the calendar year during which the Series C Bonds are being issued, is not reasonably expected to exceed \$15,000,000, of which no more than \$5,000,000 is for other than the construction of public school facilities, excluding, however, that portion of current refunding obligations having a principal amount not in excess of the principal amount of the refunded obligation. By reason of the statements set forth in this subparagraph, the District will not rebate excess investment earnings, if any, to the federal government.

(f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Series C Bonds for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not

exceed the outstanding amount of the refunded obligation), including the Series C Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2020. If the District determines prior to the sale of the Series C Bonds that obligations which exceed \$10,000,000 aggregate principal amount will be issued in calendar year 2020, the District Representative shall provide in the Purchase Contract that the Series C Bonds are not bank qualified.

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

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

\* \* \* \* \*

PASSED AND ADOPTED this 5th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

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President of the Board of Education  
Pacific Grove Unified School District

ATTEST:

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Secretary to the Board of Education  
Pacific Grove Unified School District

**APPENDIX A****GOVERNMENT CODE SECTION 5852.1 DISCLOSURE**

The following information consists of estimates that have been provided by the District's financial advisor, in good faith:

- (A) True interest cost of the Series C Bonds: 1.80%
- (B) Finance charge of the Series C Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$120,000
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$2,000,000
- (D) Total payment amount through maturity: \$2,170,000

## PAYING AGENT AGREEMENT

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

This PAYING AGENT AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_ 1, 2020, is between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "District") and U.S. BANK NATIONAL ASSOCIATION, as paying agent (the "Paying Agent").

### B A C K G R O U N D :

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

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

3. On December 15, 2016, the District issued its Pacific Grove Unified School District 2014 Election, Series B General Obligation Ed Tech® Bonds in the aggregate principal amount of \$2,103,000 pursuant to the Bond Measure; and

4. The District is hereby issuing a third series of Bonds under the Bond Law for the purpose of financing technology projects authorized under the Bond Measure, designated the Pacific Grove Unified School District 2014 Election, Series C General Obligation Ed Tech® Bonds (the "Series C Bonds").

### A G R E E M E N T :

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

## ARTICLE I

### DEFINITIONS; AUTHORITY

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

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

“Authorizing Resolution” means Resolution No. \_\_\_\_ adopted by the Board on March 5, 2020, authorizing the issuance of the Series C Bonds.

“Board” means the Board of Education of the District.

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

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

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

“Capitalized Interest Account” means the account by that name held by the County Treasurer under section 4.03.

“Closing Date” means \_\_\_\_\_, 2020, being the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Series C Bonds by the Original Purchaser.

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

“Costs of Issuance Custodian” means U.S. Bank National Association.

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

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

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

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

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

"District Representative" means the Superintendent and Assistant Superintendent, Business Services, or President of the Board, or any of their respective designees, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Agreement and the Bonds.

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

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

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

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

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

"Interest Payment Date" means August 1, 2020, and the first day of each succeeding February and August.

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

“Original Purchaser” means \_\_\_\_\_, its successor and assigns, as original purchaser of the Series C Bonds on the Closing Date.

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

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

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

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

“Record Date” means the 15<sup>th</sup> calendar day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

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

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

“Series C Bonds” means the Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series C, General Obligation Ed Tech<sup>®</sup> Bonds, at any time Outstanding under this Agreement.

“Taxable Rate” means an interest rate sufficient such that the total interest to be paid to the Lender on any interest Payment Date would, after such interest was reduced by the amount of any U.S. federal, state and local income tax (including any interest or penalties) actually imposed thereon, equal the amount of interest due on the then unpaid principal amount of the Bonds; provided, however, that in no event shall the Taxable Rate exceed 8 percent (8%) per annum.

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

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

#### SECTION 1.02. *Interpretation.*

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

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

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

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

## ARTICLE II

### TERMS OF BONDS

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

#### SECTION 2.02. *Terms of Bonds.*

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

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

(c) Maturities; Interest. The Series C Bonds shall mature on August 1, 20\_\_ and shall bear interest (calculated on the basis of a 360-day comprised of twelve 30-day months) at the rate of \_\_\_\_\_% per annum.

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

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

So long as the Series C Bonds are owned by the Original Purchaser, the following shall apply: (a) the Series C Bonds are not required to be presented and surrendered to the Paying Agent for payment at any time prior to the final maturity thereof, and (b) the Paying Agent will pay the principal of and interest on the Series C Bonds by wire transfer to the Original Purchaser in

accordance with the wire transfer instructions provided by the Original Purchaser to the Paying Agent from time to time; provided that principal on the Series C Bonds which is payable at maturity shall be made only upon presentation and surrender thereof at the Office of the Paying Agent as set forth in the preceding paragraph.

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

SECTION 2.03. *Redemption*. The Series C Bonds are not subject to optional redemption prior to maturity.

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

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

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

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

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

authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

SECTION 2.06. *Transfer of Bonds.*

(a) Limitations on Transferability.

(i) Ownership of Series C Bonds may be transferred, in whole but not in part, only to (x) an affiliate of the Owner or (y) a bank, insurance company, or other financial institution or an affiliate of such an entity, as follows:

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

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

(ii) No Owner of Series C Bonds shall transfer such Series C Bonds to any person that such Owner does not reasonably believe has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and is purchasing such Series C Bonds for not more than one account for investment purposes and not with a view to distributing such Series C Bonds. The transferor of ownership of Series C Bonds agrees to provide notice to any proposed transferee of such Series C Bonds of the restrictions on transfer described herein.

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

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

Nothing herein limits the right of the Owner to sell or assign participation interests in the Series C Bonds to one or more entities listed in subsection (i), provided that any participation, custodial or similar agreement under which multiple ownership interests in the Series C Bonds are created shall not provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered Owner of the Series C Bonds, including with respect to the exercise of rights and remedies of the registered Owner on behalf of such owners upon the occurrence of an event of default hereunder.

(b) Transfer Upon Registration Books; New Bonds. Subject to the requirements of subsection (a), any Series C Bond may, in accordance with its terms, be transferred, upon the

Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series C Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series C Bond issued upon any transfer.

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

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

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

## ARTICLE III

### SALE OF SERIES C BONDS; APPLICATION OF PROCEEDS

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

SECTION 3.02. *Deposit and Application of Proceeds.* On the Closing Date, the proceeds of sale of the Series C Bonds in the amount of \$\_\_\_\_\_ (representing the principal amount of the Series C Bonds, plus original issue premium of \$\_\_\_\_\_) shall be paid by the Original Purchaser as follows:

- (a) the amount of \$\_\_\_\_\_ shall be transferred to the County Treasurer for deposit in the Building Fund.
- (b) the amount of \$\_\_\_\_\_ shall be transferred to the Capitalized Interest Account.

- (c) the amount of \$\_\_\_\_\_ shall be paid by the Original Purchaser to the Paying Agent, acting as custodian, to be applied to pay Costs of Issuance in accordance with Section 3.03 hereof.

SECTION 3.03. *Costs of Issuance Account.* The Paying Agent shall establish a separate account known as the Costs of Issuance Account. There shall be deposited into the Costs of Issuance Account the amount specified in Section 3.02(c). The moneys in the Cost of Issuance Account shall be used solely for the purpose of the payment of Costs of Issuance upon receipt by the Paying Agent of invoices approved by the District, on or after the Closing Date. Any funds remaining in the Costs of Issuance Account on \_\_\_\_\_, 2020, shall be transferred by the Paying Agent to the County Treasurer, for deposit to the Debt Service Fund, and the Costs of Issuance Account shall be closed. The Paying Agent shall hold moneys on deposit in the Costs of Issuance Account in cash.

## ARTICLE IV

### SECURITY FOR THE BONDS; PAYMENT OF DEBT SERVICE

#### SECTION 4.01. *Security for the Bonds.*

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

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

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

for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series C Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series C Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series C Bonds have been authorized or otherwise in accordance with the Bond Law.

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

Within the Bond Fund there is hereby established a separate account designated as the "Capitalized Interest Account" to be held by the County Treasurer into which shall be deposited the amount specified in Section 3.02(b). Amounts on deposit in the Capitalized Interest Account shall be transferred by the County Treasurer to the Paying Agent solely for the payment of interest on the Bonds. When the amount in the Capitalized Interest Account is fully expended for the payment of interest, the account shall be closed.

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

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

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

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

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

## ARTICLE V

### FINANCIAL COVENANTS; TAX COVENANTS

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

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

SECTION 5.03. *Books and Accounts; Financial Statement.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries shall be made of all transactions relating to the expenditure of the proceeds of the Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent (who shall have no duty to inspect) and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.04. *Protection of Security and Rights of Bond Owners.* The District will preserve and protect the security of the Bonds and the rights of the Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

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

SECTION 5.06. *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### THE PAYING AGENT

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### REMEDIES OF BOND OWNERS

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

- (a) Failure to pay any installment of the principal of any Series C Bonds when due.
- (b) Failure to pay any installment of interest on the Series C Bonds when due.
- (c) Failure by the District to observe and perform any of the other covenants, agreements or conditions on its part contained in this Agreement or in the Series C Bonds, if such failure has continued for a period of 30 days after

written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the District by the owners of a majority in aggregate principal amount of the outstanding Series C Bonds; provided, however, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, such failure shall not constitute an event of default if the District institutes corrective action within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.

- (d) The filing by the District of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the District, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.
- (e) The occurrence of an event having a Material Adverse Effect.

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

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

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

## ARTICLE VIII

### AMENDMENT OF THIS AGREEMENT

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

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

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

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

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

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

## ARTICLE IX

### MISCELLANEOUS

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

#### SECTION 9.02. *Defeasance.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The District hereby declares that it would have adopted this Agreement and each and every other section, paragraph, sentence, clause or

phrase hereof and authorized the issue of the Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Superintendent of the District in trust for the benefit of the Bond Owners.

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

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

*If to the District:* Pacific Grove Unified School District  
435 Hillcrest Avenue  
Pacific Grove, California 93950  
Attention: Superintendent

*If to the Paying Agent:* U.S. Bank National Association  
One California Street, Suite 1000  
San Francisco, California 94111  
Attn: Global Corporate Trust Services

*If to the Original Purchaser:* \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

SECTION 9.10. *Unclaimed Moneys.* Anything in this Agreement to the contrary notwithstanding, subject to the laws of the State of California, any moneys held by the Paying Agent for the payment and discharge of any of the Series C Bonds which remain unclaimed for two years after the date when such Series C Bonds have become due and payable, either at their stated maturity dates, if such moneys were held by the Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Series C Bonds become due and payable, shall, at the Written Request of the District, be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Series C Bonds; *provided, however,* that before being required to make any such payment to the District, the Paying Agent shall, at the expense of the District, cause to be mailed to the Owners of all such Series C Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the District.

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

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

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

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Superintendent

**U.S. BANK NATIONAL ASSOCIATION,**  
*as Paying Agent*

By \_\_\_\_\_  
Authorized Officer

# APPENDIX A

## FORM OF BOND

REGISTERED BOND NO. 1

\*\*\*\$\*\*\*

### PACIFIC GROVE UNIFIED SCHOOL DISTRICT

(Monterey County, California)

### 2014 ELECTION, SERIES C GENERAL OBLIGATION ED TECH® BOND

INTEREST RATE

MATURITY DATE:

DATED DATE:

REGISTERED OWNER:

PRINCIPAL SUM:

\*\*\*

\*\*\*

**THIS BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.06 OF THE PAYING AGENT AGREEMENT.**

The PACIFIC GROVE UNIFIED SCHOOL DISTRICT (the "District"), located in Monterey County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing August 1, 2020 (each, an "Interest Payment Date"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15<sup>th</sup> calendar day of the month immediately preceding any Interest Payment Date (each, a "Record Date") and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2020, in which event it will bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank National Association. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the preceding Record Date; *provided, however*, that at the written request of the registered owner of any Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately

available funds to such account of a financial institution within the United States of America as specified in such written request.

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

This Bond is one of a duly authorized issue of bonds of the District designated as "Pacific Grove Unified School District 2014 Election, Series C General Obligation Ed Tech® Bonds" (the "Bonds") in an aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code (the "Bond Law"), pursuant to a resolution of the District adopted March 5, 2020 (the "Resolution"), authorizing the issuance of the Bonds, and a Paying Agent Agreement dated as of \_\_\_\_\_ 1, 2020 (the "Paying Agent Agreement") between the District and the Paying Agent. Reference is hereby made to the Resolution and the Paying Agent Agreement (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution and Agreement the Owner of this Bond, by acceptance hereof, assents and agrees.

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

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

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and none of the County, the State of California, any of its political subdivisions, or any of the officers, agents and employees thereof shall be liable hereon. Except as provided in the Paying Agent Agreement, in no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

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

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

<u>Sinking Fund Redemption Date</u>	<u>Principal</u>
---	------------------

Ownership of this Bond may be transferred, in whole but not in part, only to a person that has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and is (a) an affiliate of the Registered Owner or (b) a bank, insurance company, or other financial institution or an affiliate of such an entity and only if such transferee delivers to the District and the Paying Agent a completed and duly executed Investor Letter substantially in the form attached as Appendix B to the Paying Agent Agreement. Any Owner effecting a transfer of a Bond shall, and does hereby agree to, indemnify the District and the Paying Agent against any liability that may result if such transfer is not made in accordance with this provision of the Paying Agent Agreement. The transferor of ownership of a Bond agrees to provide notice to any proposed transferee of such Bond of the restrictions on transfer described in the Paying Agent Agreement.

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

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, without limitation as to rate or amount, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

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

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

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
President  
Board of Education

Attest:

\_\_\_\_\_  
Secretary  
Board of Education

**CERTIFICATE OF AUTHENTICATION**

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

Date of Authentication:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Paying Agent

By: \_\_\_\_\_  
Authorized Signatory

\* \* \* \* \*

**ASSIGNMENT**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Dated: \_\_\_\_\_

Signature Guaranteed:

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

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

## APPENDIX B

### FORM OF INVESTOR LETTER

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

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

Ladies and Gentlemen:

The undersigned (the "Purchaser") is purchasing all of the outstanding Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series C General Obligation Ed Tech® Bonds (the "Bonds"). The terms of the Bonds are specified in the Paying Agent Agreement dated as of \_\_\_\_\_ 1, 2020 (the "Paying Agent Agreement"), by and between the Pacific Grove Unified School District (the "District") and U.S. Bank National Association, as paying agent (the "Paying Agent"). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Paying Agent Agreement.

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

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

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

(c)     The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.

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

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

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

(g) The Purchaser understands and agrees that it may resell or otherwise transfer the Bonds in whole, and not simply a portion thereof, only to an institution that (i) the Purchaser reasonably believes has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and is purchasing the Bonds for its own account, (ii) delivers to the District an executed Investor Letter substantially in the form hereof, and (iii) otherwise complies in all respects with the provisions of the Paying Agent Agreement regarding such sale or transfer.

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

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

Very truly yours,

\_\_\_\_\_  
[Printed Name of Purchaser]

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

\$ \_\_\_\_\_  
**Pacific Grove Unified School District**  
**(Monterey County, California)**  
**2014 Election, Series C General Obligation Ed Tech® Bonds**

**BOND PURCHASE CONTRACT**

\_\_\_\_\_, 2020

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

Ladies and Gentlemen:

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

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

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

In all other respects, the Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the Resolution of the Board of Education of the District adopted on March 5, 2020 (the "Resolution"); and Article 4.5 of Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code and other applicable law (collectively, the "Act"). All capitalized terms used herein without definition shall have the meanings given to them in the Resolution.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolution and a Paying Agent Agreement, dated as of \_\_\_\_\_ 1, 2020 (the "Paying Agent Agreement") by and between the District and U.S. Bank National Association, as the paying agent (the "Paying Agent"), and shall be authenticated by the Paying Agent.

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

Section 3. Provision of District Information. The District has provided certain information to the Purchaser in connection with the Purchaser's consideration of an investment in the Bonds, represented as a commercial loan for its own loan account.

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

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

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

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

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

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

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

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

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

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

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

(j) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended (the "Tax Code"), with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds.

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

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

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

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

Section 6. Representations, Warranties and Covenants of the Purchaser. The Purchaser represents to and agrees with the District that, the representations in the Purchaser Letter attached as Exhibit B to the Paying Agent Agreement as of the date hereof are, and as of the Closing Date will be, true and correct.

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

(a) From the time of the execution and delivery of this Purchase Contract to the Closing Date, there shall not have been any (i) material adverse change in the financial condition or general affairs of the District; (ii) event, court decision, proposed law or rule that may have the effect of changing the federal income tax incidents of the Bonds or the contemplated transactions; (iii) international or national crisis, suspension of stock

exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the value of the Bonds to the Purchaser; or (iv) a statement released by any rating agency regarding a downgrading, suspension or withdrawal of any rating on any bonds of the District which, in the reasonable opinion of the Purchaser, materially and adversely affects the value of the Bonds to the Purchaser.

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

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

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

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

(A) Bond Opinion. The unqualified approving opinion of Bond Counsel, dated the Closing Date, addressed to the District, as to the validity of the Bonds and the tax-exempt status of the Bonds substantially in the form set forth in Exhibit B to this Purchase Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Termination. All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if they are in form and substance satisfactory to the Purchaser. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Purchaser. The performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in the Purchaser's sole discretion.

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

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

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

Section 12. Parties in Interest; Survival of Representations and Warranties. This Purchase Contract is made solely for the benefit of the District and the Purchaser (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser and shall survive the delivery of and payment for the Bonds.

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

\_\_\_\_\_,  
as Purchaser

By: \_\_\_\_\_  
Authorized Representative

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent

**EXHIBIT A**

\$ \_\_\_\_\_

**Pacific Grove Unified School District  
(Monterey County, California)  
2014 Election, Series C General Obligation Ed Tech® Bonds**

- a. Purchase Price: \$\_\_\_\_\_
- b. Principal Amount: \$\_\_\_\_\_.
- c. Denomination: \$100,000 each, or any integral multiple of \$1,000 in excess thereof.
- d. Form: The Bonds shall be delivered in the form of a single, certificated, fully registered Bond in the full principal amount, without coupons, dated as of the date of issuance thereof, and shall be registered in the name of \_\_\_\_\_. The Bonds shall be delivered to the Purchaser at closing.
- e. Interest Payable: August 1 and February 1 of each year, commencing August 1, 2020.
- f. Maturity Schedule and Interest Rate: Maturing August 1, 20\_\_ and bearing interest at the rate per annum of \_\_\_\_\_%, with mandatory sinking fund redemption as follows.  
  

Sinking Fund Redemption Date	Principal
_____	_____
- g. Redemption: The Bonds are not subject to optional redemption prior to maturity.
- h. Closing Date: \_\_\_\_\_, 2020, or such other date mutually agreed to by the District and the Purchaser.
- i. Delivery: Payment shall be made by wire transfer to the Paying Agent of the Purchase Price on the Closing Date. Delivery of the Bonds shall be made to the Purchaser at Closing and delivery of the other documents shall be made at the offices of Jones Hall, a Professional Law Corporation, 475 Sansome St., Suite 1700, San Francisco, California 94111, or such other place as shall have been mutually agreed upon by the District and the Purchaser.

**EXHIBIT B**  
**FORM OF OPINION OF BOND COUNSEL**

[LETTERHEAD OF JONES HALL]

\_\_\_\_\_, 2020

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

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

Members of the Board of Education:

We have acted as bond counsel to the Pacific Grove Unified School District (the "District") in connection with the issuance by the District of its Pacific Grove Unified School District (Monterey County, California) 2014 Election, Series C General Obligation Ed Tech® Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and a resolution of the Board of Education of the District (the "Board") adopted on March 5, 2020 (the "Resolution"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

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

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

1. The District is duly established and validly existing as a school district with the power to enter into the Resolution, to issue the Bonds and to perform its obligations under the Resolution.
2. The Resolution has been duly approved by the Board and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. The Bonds have been duly authorized, executed and delivered by the District and are valid and binding general obligations of the District, and the Board of Supervisors of Monterey County is obligated under the laws of the State of California to cause to be levied a tax without limit as to rate or amount upon the taxable property in the District (except for certain personal

property that is taxable at limited rates) for the payment when due of the principal of and interest on the Bonds.

4. The Board of Supervisors of Monterey County is required under the Act to levy an *ad valorem* tax upon the taxable property in the District, unlimited as to rate or amount, for the payment of principal of and interest on the Bonds (except for certain personal property that is taxable at limited rates).

5. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Tax Code”), and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Tax Code), a deduction is allowed for 80 percent of that portion of such financial institutions’ interest expense allocable to the portion of the Bonds designated as and comprising interest.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Tax Code relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds, and in order for the Bonds to be “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Tax Code. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds, or may cause the Bonds not to be “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Tax Code.

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

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

Respectfully submitted,

A Professional Law Corporation

**Pacific Grove Unified School District**

General Obligation Bonds

2014 Election, Series C Ed Tech Bonds®

ESTIMATED Principal Amount \$2,115,000.00

**Dale Scott & Company Inc.**

Financial Advisor Fee \$75,000.00

Less Fee Reduction -\$20,000.00

Other Expenses \$550.00

Courier &amp; Delivery \$50.00

CDIAC \$317.25

Printing and misc copying 60.00

**Total** \$55,977.25**Bond Counsel**

Bond Counsel Fee 25,500.00

**Total** \$25,500.00**Bank Counsel**

Bank Counsel Fee 0.00

**Total** \$0.00**Brandis Tallman LLC**

Placement Agent Fee 17,500.00

**Total** \$17,500.00**Paying Agent and COI**

Acceptance \$250.00

Paying Agent 800.00

COI 300.00

Incidental 80.00

**Total** \$1,430.00**Contingency** \$19,592.75**Total COI** \$120,000.00

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

**SUBJECT:** Adoption of Resolution #1043 – Issuance of a Tax and Revenue Anticipation Note

**DATE:** March 5, 2020

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

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**RECOMMENDATION:**

The Administration recommends that the Board review and approve Resolution #1043 for participation in the CSBA Cash Reserve Program for the 2020-21 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 net interest income, or a small amount of net interest expense. Other than the interest cost for the issuance of TRAN, the other related costs (underwriter's discount, financial advisor, legal counsel, trustee & administration and ratings) are estimated at \$28,500.

**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 # 1043**

**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 2020-2021 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2020-2021 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, 2021 ("Fiscal Year 2020-2021") by the issuance of its 2020-2021 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

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\*\* 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 2020-2021 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;<sup>\*\*</sup> 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 2020-2021 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 2020-2021 which will be received by or will accrue to the District during such fiscal year

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

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

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2020-2021 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**, 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 Sandler & 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 2020-2021 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 "2020-2021 [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

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\* \* 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 2020-2021 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 2020-2021 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 2020-2021, 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, 2020 (or the date of adoption of this Resolution if after May 1, 2020) through June 15, 2021 (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 Sandler & 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 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 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 2021 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 2021, 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 2021, 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 2020-2021 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 2020-2021 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 2020-2021 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 2020-2021, (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 2014-2015 through Fiscal Year 2018-2019, 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 2019-2020 and 2020-2021, 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, 2020 (the "Fiscal Year 2019-2020") 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 2019-2020 or Fiscal Year 2020-2021 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 2020-2021.

(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 2020-2021 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 “2020-2021 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; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

(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  
2020-2021 [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 Note on any interest payment date or to pay the principal of or interest on this Note on the

\* 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

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 2020-2021 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

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\*\* 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.]\*

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\* \* Applicable only if the Note is issued by the County.

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

**SUBJECT:** 2020 Summer School Program

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Billie Mankey, Director II, Human Resources, Clare Davies, Director Student Services

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the plan for the 2020 Summer School Program or provide an alternative direction.

**BACKGROUND:**

The PGUSD Summer School Program is traditionally a credit recovery and intervention support program for grades K-12 in addition to Extended School Year for Special Education students.

**INFORMATION:**

Our proposal this year is;

- Certificated teacher staffing from 5 teachers to 3 teachers working with grade level students from 1st grade to 5th grade
- Special education extended school year program will continue to operate 8 classrooms eliminating the need for an elementary Resource Specialist Program teacher
- Instructional Assistant reduction from 5 to 4 employees
- Summer school administrative salary will change from being a line item with pay range on the salary schedule to a stipend of \$8,000 shared between regular education and special education leadership.

Summer School Staffing 2019	Summer School Staffing 2020	Reduction
5 Teachers Grades K-5	3 Teachers Grades 1-5	(2) FTE
9 Teachers Special Education	8 Teachers Special Education	(1) FTE
2 Teachers Credit Recovery	2 Teachers Credit Recovery	no change
5 Instructional Assistants	4 Instructional Assistants	(1) FTE
1 each Secretary, Health Clerk, Speech Therapist, Occupational Therapist	1 each Secretary, Health Clerk, Speech Therapist, Occupational Therapist	no change
1 Principal	1 Principal Reg Ed, 1 Principal Sped	Stipend each 0.50 FTE

**FISCAL IMPACT:**

Cost savings of approximately \$4,900 in admin salary, \$9,000 certificated teacher salary, and \$1,800 instructional assistant salary. Additional cost savings will be determined by decreasing the number of para-professionals hired dependent upon the number of Special Day Class students that confirm attending. Anticipated total cost savings \$15,700

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

**SUBJECT:** Board Calendar/Future Meetings

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**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, 2019-20 School Year

Jan. 16	<b>Regular Board Meeting</b> ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2020-21 ✓ Property Tax Update	Adult School (School Site Visit)
Jan. 23	<b>Regular Board Meeting</b> ✓ School Accountability Report Cards	Community High School (School Site Visit)
Feb. 13	<b>Regular Board Meeting</b> ✓ 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. 5	<b>Regular Board Meeting</b> ✓ Second Interim Report ✓ Budget Revision #3 ✓ Open House Schedules Reviewed	District Office
Mar. 19	<b>Regular Board Meeting</b> ✓ Budget Projections and Assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office
Apr. 2	<b>Regular Board Meeting</b> ✓ Review of Strategic Plan and LCAP ✓ Approve 2020-21 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update	District Office
April 23	<b>Regular Board Meeting</b> ✓ 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 ✓ Begin Superintendent Evaluation	District Office
May 7	<b>Regular Board Meeting</b> ✓ Continue Superintendent Evaluation ✓ Final Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Governance Handbook 2020-21	District Office
May TBD <i>*If Needed</i>	<b>Special Board Meeting</b> ✓ Budget Update	District Office
May 21	<b>Regular Board Meeting</b> ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2020-21 ✓ Complete Superintendent's Evaluation ✓ Identify Board Member Representatives for Graduations ✓ Review Facility Use Fee Schedule ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Quarterly Facilities Project Updates*	District Office
June 4	<b>Regular Board Meeting</b> ✓ LCAP Public Hearing ✓ 2020-21 Budget Public Hearing	District Office

June 18	<b>Regular Board Meeting</b> ✓ Adopt Budget for 2020-21 ✓ Approval of LCAP ✓ Approval of Contracts and Purchase Orders for 2020-21 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report ✓ Consolidated Application
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District Office

*\* Quarterly Facilities Projects Update as needed*

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

**SUBJECT:** Digital Learning Teacher Update

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Andrew Bradley, Digital Learning Teacher

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**RECOMMENDATION:**

The District Administration recommends the Board review the presentation provided by Digital Learning Teacher Andrew Bradley.

**BACKGROUND:**

The District has continued to support the role of a Digital Learning Teacher to deliver instruction related to the newly adopted Computer Science Standards for K-12 education at the elementary level. Bradley has also become the GATE teacher and delivers instruction throughout the school day to both Forest Grove Elementary School and Robert Down Elementary at the 4<sup>th</sup> and 5<sup>th</sup> grade level. The Digital Learning Teacher is to also assist with the implementation, training, and rollout of data systems the District adopts.

**INFORMATION:**

Andrew Bradley will update the Board by presenting various lessons with students and projects he has been working on that meet the technology standards and aligns with the Technology Plan. The topics he will be covering are:

- Examples of lessons taught
  - Coding and Programming
  - Straw Rocket/Data Collection
  - Podcasts
  - Develop a Dream Home
- SIS Search/Evaluation
- Catapult K12: District Website & Communication

**FISCAL IMPACT:**

N/A

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

**SUBJECT:** Future Agenda Items

**DATE:** March 5, 2020

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**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 5, 2020 Regular Board Meeting:

- Board requested transportation review and fees (April 2, 2020)
- A member of the public requested Dual Language Elementary Program
- Board requested Board meeting audio streaming options (TBA)
- Board requested celebration event for individuals that raised money or donated money for PGUSD (May 7 or June 4)
- Board requested Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election
- Board requested utility bills costs (electric and water) by school site (2020-21)
- Board requested teacher housing
- Board requested review of current District committees
- A member of the public requested Resolution Census