

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

Trustees

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

DATE: Thursday, November 14, 2019

TIME: 7:00 p.m. Open Session

LOCATION: Pacific Grove Middle School Library
835 Forest Ave Avenue
Pacific Grove, CA 93950

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

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

II. SITE PRESENTATIONS

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

Pacific Grove Middle School Presentation: Pacific Grove Middle School Strong

III. COMMUNICATIONS

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

IV. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

V. CONSENT AGENDA

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

- | | Page |
|--|------|
| A. <u>Minutes of October 24, 2019 Board Meeting</u> | 5 |
| Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented. | |
| B. <u>Certificated Assignment Order #6</u> | 11 |
| Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #6. | |
| C. <u>Classified Assignment Order #6</u> | 13 |
| Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #6. | |
| D. <u>Out of County or Overnight Activities</u> | 15 |
| Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board approve or receive the request as presented. | |
| E. <u>Acceptance of Donations</u> | 21 |
| Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board approve acceptance of the donations referenced below. | |
| F. <u>Cash Receipts Report No. 2</u> | 22 |
| Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent For Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts. | |
| G. <u>Revolving Cash Report No. 1</u> | 26 |
| Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board. | |
| H. <u>Warrant Schedules No. 613</u> | 28 |
| Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval. | |

- I. Contract for Services with IAMP Professional Audio at Pacific Grove High School 30
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with IAMP Professional Audio at Pacific Grove High School for repairs to the speaker system in the Student Union.
- J. Contract for Services with Pacific West – Water Purification, Inc. 33
Recommendation: (Sean Keller, Robert Down Elementary School Principal) The District Administration recommends the Board review and approve the contract for services with Pacific West – Water Purification, Inc. at Robert Down Elementary School.
- K. Contract for Services with Uretsky Security for Asilomar Math Conference 36
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Business Office recommends that the Board approve the Contract for Services agreement between Pacific Grove Unified School District and Uretsky Security to work the Asilomar Math Conference.
- L. Contract for Services with John Upshaw, DBA Monterey DJ at Pacific Grove Middle School 39
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve contract for services with John Upshaw, DBA Monterey DJ at Pacific Grove Middle School for the Fall Ball Dance on November 22, 2019 for 2 hours of DJ services.
- M. Contract for Services to Mitel Business Systems, Inc. 42
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the revised contract for services to Mitel Business Systems Inc for the installation of a new phone system at Robert Down Elementary School.

Move: _____ Second: _____ Vote: _____

VI. ACTION/DISCUSSION

- A. Adoption of Resolution No. 1037 on the Levy of Developer Fees 68
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board adopt Resolution No. 1037 on the levy of developer fees.
- Move: _____ Second: _____ Roll Call Vote: _____
- B. Pacific Grove Unified School District Strategic Plan 2019-20 123
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and approve the District's Strategic Plan.
- Move: _____ Second: _____ Vote: _____
- C. Adoption of Board Bylaw Regulation 9322 Agenda/Meeting Materials 126
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and approve the new Board Bylaw Regulation 9322 Agenda/Meeting Materials.

Move: _____ Second: _____ Vote: _____

- D. Pacific Grove High School Scholarship Fund with Merrill Lynch 131
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) The District Administration recommends the Board review and approve the Pacific Grove High School Scholarship Fund with Merrill Lynch, and direct staff to work with Merrill Lynch in planning and renewal of investment products.

Move: _____ Second: _____ Vote: _____

- E. Board Calendar/Future Meetings 161
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Vote: _____

VII. INFORMATION/DISCUSSION

- A. Future Agenda Items 165
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- Affordable Housing Project Impacts to District- Property Tax (In progress)
- Dual Language Elementary Program
- Student Information System
- Advertising/sponsorship for athletic facilities and teams
- Audio/video recording and streaming of Board meetings
- Celebration event for individuals that raised money or donated money for PGUSD
- Bus Ridership Continued

Board Direction: _____

VIII. ADJOURNMENT

Next regular meeting: November 21, 2019 – Pacific Grove High School

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of October 24, 2019– District Office

I. OPENED BUSINESS

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

MOTION Crandell/Swanson to adopt agenda as presented.

Public comment: none

Motion CARRIED 4 – 0

II. CLOSED SESSION

- A. Identified Closed Session Topics
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 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 Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
 4. Consideration Of Student Discipline (2 Cases) (Education Code Section 48915)
- B. Public comment on Closed Session Topics
- None.
- C. Adjourned to Closed Session 6:02 p.m.

III. RECONVENED IN OPEN SESSION

7:00 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 Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

The Board discussed this item.

4. Consideration Of Student Discipline (2 Cases) (Education Code Section 48915)

The Board discussed this item.

B. Pledge of AllegianceLed By: Ms. Knight**IV. COMMUNICATIONS****A. Written Communication**

The Board received written communication regarding Pacific Grove Music Boosters and Parent Engagement.

B. Board Member Comments

Student Representative Clark provided an update on the events and activities happening at Pacific Grove High School.

C. Superintendent Report

No report.

D. PGUSD Staff Comments (Non Agenda Items)

Teacher Elain DeMarco spoke about negotiations, cost of living, health allowance.

Teacher Mary Quindimil said she is happy to be working in the District, that she is invested in the District, and asked the Board to support the teachers.

Teacher Jeannie DeTomaso said she was disappointed in the 1% District offer, that the District has a strong reserve, and keeps increasing in subsequent years.

Teacher Maryn Sanchez said the numbers are frustrating, that the District looks like it pays well but that the paystub net pay is 45% of gross pay.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Monterey Peninsula College Superintendent and President David Martin urged the District to participate in the educational master planning for academic programs and framework for college, invited the Board to their public forum on November 4 at Monterey Peninsula College.

Parent Jillian Peterson requested oversight of the Pacific Grove Music Boosters. The Board of Music Boosters has resigned due to lack of leadership and lost their 501c3 status in 2015. Asked the Board to place the Pacific Grove Music Boosters on the next Board agenda.

VI. CONSENT AGENDA

- A. Minutes of October 3, 2019 Board Meeting
- B. Certificated Assignment Order #5
- C. Classified Assignment Order #5
- D. Out of County or Overnight Activities
- E. Acceptance of Donations
- F. Contract for Services with Gail Root at Forest Gove Elementary School
- G. Contract for Services with Mobile Ed Productions at Forest Grove Elementary School
- H. Contract for Services with Richard Petty Electric for Installation of Proposition 39 Lighting District-Wide
- I. Contract for Services with Kleinfelder at Robert Down Elementary School
- J. Agreement with California-American Water Company for Landscape Grant Program Funding
- K. Revisions to Board Policy 5145.6 Parental Notifications
- L. Short-Term Service Contract for Account Clerk III
- M. Contract for Services with DJ Dan Utica
- N. Contract for Services with IsoRhythms
- O. Memorandum of Understanding between Pacific Grove Unified School District and Salinas Union High School District for the Placement of Students with Disabilities in Special Day Classes for 2019-20 School Year

The Board pulled Consent Item O Memorandum of Understanding between Pacific Grove Unified School District and Salinas Union High School District for the Placement of Students with Disabilities in Special Day Classes for 2019-20 School Year to Action/Discussion Item A.

MOTION Walton/Paff to approve consent agenda A-N as presented.

Public comment: none

Motion CARRIED 4 – 0

VII. PUBLIC HEARING

- A. Public Hearing on the Levy of Developer Fees Based on the Justification Study by SchoolWorks, Inc.

Assistant Superintendent Song Chin-Bendib presented information to the Board. The Board directed Administration to continue communications with the City of Pacific Grove.

Open Public Hearing 7:20 p.m. Close Public Hearing 7:32 p.m.

VIII. ACTION/DISCUSSION

- A. Consent Item O Memorandum of Understanding between Pacific Grove Unified School District and Salinas Union High School District for the Placement of Students with Disabilities in Special Day Classes for 2019-20 School Year

MOTION Walton/Crandell to approve Consent Item O Memorandum of Understanding between Pacific Grove Unified School District and Salinas Union High School District for the Placement of Students with Disabilities in Special Day Classes for 2019-20 School Year.

Public comment: none

Motion CARRIED 4 – 0

- B. Resolution No. 1038 Establishing a Capital Facilities Fund (Fund 25) To Account for Developer Fees

MOTION Crandell/Swanson to approve the Resolution No. 1038 Establishing a Capital Facilities Fund (Fund 25) To Account for Developer Fees.

Public comment: none

Motion CARRIED by Roll Call Vote 4 – 0

- C. Board Goals 2019-20

Trustee Walton made additional edits to the revised Board Goals. The Board reviewed the revisions and accepted revisions.

Public comment:

Former Trustee Beth Shammass asked if the goals were redefined annually; said it would be helpful to add timelines to the goals.

Teacher Todd Buller asked the Board to keep staff in mind, not only for safety, but financially too, and said we need to keep our good staff.

MOTION Crandell/Walton to approve the Board Goals for 2019-20 as amended.
Motion CARRIED 4 – 0

D. Revisions to Board Policy and Regulation 3350 Travel Expenses

The Board directed Administration to add lodging to allowable expenses, as revised.

MOTION Crandell/Swanson to approve the Revisions to Board Policy and Regulation 3350 Travel Expenses.

Public comment: none

Motion CARRIED 4 – 0

E. Board Calendar/Future Meetings

The revised calendar included a date change to the January 2020 Board meeting dates.

MOTION Paff/Walton to approve the Board Calendar/Future Meetings.

Public comment: none

Motion CARRIED 4 – 0

IX. INFORMATION/DISCUSSION

A. Report from Superintendent on Special Board Meeting Study Session

Superintendent Porras presented information to the Board.

Public comment:

Former Trustee Beth Shammass said there are lots of items on consent that should not be; consent should only be routine and no discussion.

B. Review of Bus Ridership

Assistant Superintendent Chin-Bendib presented information to the Board. The Board discussed this item and asked questions. The Board directed Administration to bring this item back with data.

Public comment:

Teacher Isaac Rubin concerned about bell schedule at Pacific Grove High School, spoke about the bus schedule impacting potential bell schedule; suggested obtaining data how often students ride the bus.

Parent Carolyn Swanson said it is a great opportunity to engage with families and to take a bus survey, involve parents.

C. Pacific Grove High School Advance Placement Program Report

Pacific Grove High School Principal Matt Bell presented information to the Board. Superintendent Porras thanked the staff for their hard work.

Public comment:

Former Trustee Beth Shammass congratulated Principal Bell and teachers for their exceptional results, and recommended this information be publicized on the website, especially with the pending Bond.

D. Parent Engagement State Priority 3

Director of Curriculum and Special Projects Ani Silva presented information to the Board.

Public comment:

Teacher Michelle Knight said the staff did not know about the meeting and should have been involved; could have teamed better.

Parent Dana Jones asked how the survey was sent out, how did people receive the information, and that she did not see the survey.

E. Pacific Grove Unified School District Quarterly Safety Update

Director of Student Safety Barbara Martinez presented information to the Board.

Public comment:

Parent Dana Jones thanked School Resource Officer Hanks and the Pacific Grove Police Department.

Former Trustee Beth Shammass recommended no drop off on Forest Avenue at Pacific Grove Middle School, suggested asking the City of Pacific Grove to paint the curb red, said Fountain Avenue should be used for pick up and drop off.

F. Future Agenda Items

- Affordable Housing Project Impacts to District- Property Tax (In progress)
- Dual Language Elementary Program
- Student Information System
- Advertising/sponsorship for athletic facilities and teams
- Audio/video recording and streaming of Board meetings
- Celebration event for individuals that raised money or donated money for PGUSD

The Board directed Administration to revisit Bus Ridership.

The Board directed Administration to review with legal counsel jurisdiction on Music Boosters.

X. **ADJOURNED**

9:18 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

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

SUBJECT: Certificated Assignment Order #6

DATE: November 14, 2019

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #6.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 6
November 14, 2019**

Page 2 of 2

INCREASE IN ASSIGNMENT:

Zoe Roach, School Counselor increase in assignment from FGE 0.40 FTE to 0.80 FTE and PGMS, 0.20 FTE for a total of 1.0 FTE, effective November 4, 2019 (funded partial GF and partial non-renewal of CHS contract)

2019-20 PGHS CHORAL

Michele Boulware, PGHS Choral, paid stipend \$2,500 per quarter and not to exceed \$10,000 annually

2019-20 PGMS Lunch Clubs, 45 minutes per day, paid at the PGTA hourly non-instructional rate, funded through PTA and paid per time sheet:

Employee	Assignment	Days per Week
Greg Enterline	Bluff Club	1
Mary Ann Fort	Art Club	1
Moirra Mahr	Drawing Club	1
Brian Mello	Anime Club	3
Susan Torres	Reading/Writing Club	1

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

Employee	Assignment	% Stipend	Funding	Amount
Jordan Gasperson	JV Boys' Basketball Coach	1.0	General Fund	\$3,102
Vada Courtney Replaces Erica Gamecho	JV Girls' Basketball Coach	1.0	General Fund	\$2,684

SUBSTITUTE:

Maytal Maier
Elizabeth Rosenthal
Robert Schneider

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Classified Assignment Order #6

DATE: November 14, 2019

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #6

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 6
November 14, 2019**

Page 2 of 2

NEW HIRE:

Raymond DeVost, PGAS (Itinerant as needed), IT Technician, 4 hrs./day/10 month work calendar, Range 35, Step A, effective November 18, 2019 (New Position)

RaDonna Johnson, PGHS (Itinerant as needed), IT Technician, 8 hrs./day/10 month work calendar, Range 35, Step C, effective November 4, 2019 (replaces Jonathan Mejia)

Martha “Taylor” Copeland, Paraprofessional (Itinerant), 6.5 hrs./day/180 day work calendar, Range 37, Step A, effective October 7, 2019 (replaces Brandi Teneyuque)

Christina Zantman, Paraprofessional (Itinerant), 6.5 hrs./day/180 day work calendar, Range 37, Step A, effective October 1, 2019 (replaces Breanna Casas)

Gary Stone, Paraprofessional (Itinerant), 6.5 hrs./day/180 day work calendar, Range 37, Step A, effective October 1, 2019 (replaces Aisling Maher)

ADDITIONAL ASSIGNMENT:

Laurie Weddington, PGHS Academic Intervention Instructional Assistant, 2 hrs./day/3 days per week, Range 30, Step F, paid per time sheet, short-term/temporary effective October 21, 2019 through May 29, 2020 only (funded Low Performing Student’s Grant)

RESIGNATION:

Patricia Young-Chou, PGAS, Instructional Assistant, 3 hrs./day/180 day work calendar resigns effective October 31, 2019

Summayya Zahra, PGAS, Childcare Attendant, 11 hrs./week/180 day work calendar resigns effective October 18, 2019

RETIREMENT:

Joel Drucker, District School Bus Driver, 6 hrs./day/10 month work calendar, retires effective February 16, 2020 after successfully completing 25 years of employment with the Pacific Grove Unified School District and 42 overall years working in school transportation.

SUBSTITUTES:

Julia Nunez

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

SUBJECT: Out of County or Overnight Activities

DATE: November 14, 2019

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

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

<u>DATE</u> <u>DESTINATION</u>	<u>STUDENTS/CLASS</u> <u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
November 21-22 San Mateo High School San Mateo, CA	PGHS Choir Honor Choir auditions	Auto	\$100	ASB Choir
November 30-December 7 Washington D.C. Williamsburg, VA	PGHS Close Up Tour nation's capital & Williamsburg	Air	\$588 per student	Parents
Nov. 30-Feb. 22, 2020 See attached schedule	PGHS Athletics Out of County sports events	Various	TBD	PGHS Athletics
December 6-7 CIA Greystone St. Helena, CA	PGHS Culinary team Training and tour	District van	\$1,003	CTEIG

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

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT
LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. ¹ understand.

Date of Activity 11/21/2019 Day of Activity Thursday-Friday 11/21 - 11/22 2019

Location of Activity San Mateo High School City San Mateo County San Francisco

School PG High School Class or Club choir Grade Level/s 9-12

School Departure Time 8am AM

Pickup Time from Place of Activity 5 PM

Name of Employee Accompanying Students Michelle Boulware

Number of Adults ¹ 1 Number of Students ⁸ 8

Description of Activity/Educational Objective

Participating in an auditioned honor choir with other students under the direction of a College Professor.

List All Stops San Mateo High School, Local hotel

Means of Transportation: Auto*

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

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

Cost of Activity \$ 100 + Cost of Transportation \$ 0 = Total \$ 100.00

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

Account Code: ASB Wells Fargo Account /Choir - #8994873977/707

Requested by: Michelle Boulware / Michelle Boulware Date 10/15/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 11/05/2019

Transportation Department/District Office Use

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

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 11/05/2019

Date of Board Approval 11/14/2019

PGUSD

Regular Meeting of November 14, 2019

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Does form need board approval Yes

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

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. ¹ understand.

Date of Activity 11/30/2019 Day of Activity Saturday-Saturday

Location of Activity Washington D.C City Washington D.C County N/A

School PG High School Class or Club Close Up Grade Level/s 10-12

School Departure Time 6:00 AM

Pickup Time from Place of Activity 6:00 PM

Name of Employee Accompanying Students Lauralea Gaona

Number of Adults ¹ 1 Number of Students ⁸ 8

Description of Activity/Educational Objective
Educational trip to Washington D.C. and Williamsburg, VA.

List All Stops San Jose, CA- Crystal City, VA- Washington D.C.- Williamsburg, VA- San Jose, CA

Means of Transportation: Air

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

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

Cost of Activity \$ 1985.00 + Cost of Transportation \$ included = Total \$ 1,985.00

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

Account Code: N/A

Requested by: Lauralea Gaona / Lauralea Gaona Date 10/11/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 10/17/2019

Transportation Department/District Office Use

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

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 10/21/2019

Date of Board Approval 11/14/2019

Out of County Trips 2019/20 Winter Sports PGHS

Date	Team	Opponent	Site	Team	Time	Release	Bus
11/30	W	Harbor Tourn.	Harbor	Frosh/Soph	10:00 am		7:00am Vans
12/2	BS	Santa Cruz	Santa Cruz	JV/V	3:30 / 5:30	1:45	2:00
12/2	GB	Soquel	Soquel	JV/V	5:30/ 7:00		3:30
12/7	BB	Milpitas	Milpitas	JV/V	1:30/ 3:00		11:00
12/9	BS	Aptos	Aptos	JV / V	4:00 / 6:00	2:00	2:15
12/10	GB	Harbor High	Harbor High	V	7:30		5:30 Vans
12/10	BB	Soquel	Soquel	F	4:00	2:15	2:30 Parents
12/14	W	Don Bosco Invit.		V	9:00		
12/21	W	Lynbrook JV Challenge	San Jose	JV	9:00		
12/21	W	Nick Buzolich Classic	San Jose	V	9:00		
12/27- 12/28	W	Pat Lovell Classic	Aptos	V	9:00		
1/4	W	Apple Cider Classic	Watsonville	V	9:00		
1/7	BS	CHS	Christopher	JV/ V	4:00/ 5:45	1:45	2:00
1/7	GS	PVHS	PVHS	JV/V	4:00/ 5:45	2:00	2:15
1/7	W	St. Francis/ King City	St. Francis	JV/V	5:00		
1/9	BS	Monte Vista Christian	MVC	JV/V	4:00 / 6:00	2:00	2:15
1/11	W	Bert Mar	San Jose	V	9:00		
1/11	W	Wildcat Invit.	Los Gatos	Fr/Soph			
1/15	W	St Francis	St Francis	V	4:30		3:00
1/18	W	Bankson Invit.	Albany	V	9:00		
1/23	GB	SFSCP	SFSCP	JV/V	5:30/ 7:00		3:30
1/25	BB	Sacred Heart Prep	Sacred Heart Prep	FR/JV/V	12/ 1:30/ 3		9:30
1/25	W	Del Mar	San Jose	FR/Soph	9:00		
2/1	W	Wilcox Tourn	Santa Clara	FR/Soph	8:30		
2/21	W	CCS Championship	San Jose	V	8:00am		
2/22	W	CCS Championship	San Jose	V	8:00am		

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

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT
LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. ¹ understand.

Date of Activity 12/07/2019 Day of Activity 12/6 - 7 2019 Friday - Saturday.

Location of Activity CIA Greystone City St. Helena County Napa

School PG High School Class or Club Culinary Team Grade Level/s 11 & 12

School Departure Time 4:00 PM

Pickup Time from Place of Activity 8:00 PM

Name of Employee Accompanying Students Jenn Erickson

Number of Adults 1 Number of Students 5

Description of Activity/Educational Objective

This is the annual training required for students wishing to compete in the National Restaurant Association ProStart Competition. It is held at the Culinary Institute of America and includes a tour.

List All Stops CIA Greystone, UpValley Inn & Hot Springs

Means of Transportation: District Van**

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

**If using District vans, driver names must be listed: Love to use the van again if possible -- Jenn Erickson driver

Cost of Activity \$ 643.75 + Cost of Transportation \$ 358.80 = Total \$ 1,002.55

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

Account Code: CTEIG Travel - 01-6387-0-3800-1000-5200-00-006-8500-0720

Requested by: Jennifer Erickson / Jennifer Erickson Date 10/20/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 11/05/2019

Transportation Department/District Office Use

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

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 11/05/2019

Date of Board Approval 11/14/2019

PGUSD

Regular Meeting of November 14, 2019

20

Does form need board approval Yes

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

SUBJECT: Acceptance of Donations

DATE: November 14, 2019

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

Flowers Family

Barska AE 10822 Anchormaster telescope (science)

Pacific Grove High School

Ben and Stephanie Horning

Pat Sunkler in memory of John Thomas

\$175 (culinary curriculum)

musical instrument, accessories, PGHS letterman sweater,
1965-67 yearbooks

Pacific Grove Community High School

eScrip

\$123.94 (undesignated)

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

None

Pacific Grove Unified School District

Wells Fargo

\$40 (undesignated)

Ref: Donations

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

SUBJECT: Cash Receipts Report No. 2

DATE: November 14, 2019

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of August 13, 2019 through November 5, 2019.

INFORMATION:

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

PGUSD CASH RECEIPTS BOARD REPORT # 2

August 13, 2019-November 5, 2019

Date	Num	Name	Account	Amount
Aug 13 - Nov 5, 19				
08/19/2019	19877	BASRP-FG	BASRP	50.00
08/19/2019	19878	BASRP-RD	BASRP	353.00
08/19/2019	19879	ADULT EDUCATION	ADULT EDUCATION	3,618.00
08/19/2019	19880	Chapman Foundation	Avid	12,000.00
08/19/2019	19881	MBCS/Monterey Bay Charter School	UTILITIES	2,758.38
08/19/2019	19882	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,824.45
08/19/2019	19883	STATE OF CALIFORNIA	MAA	1,000.00
08/19/2019	19884	Monterey State Historic Park	TRANSPORTATION	55.00
08/19/2019	19885	BUS PASS	BUS PASS	4,350.00
08/19/2019	19886	PGMS	DONATION	100.00
08/19/2019	19887	Fran Castorina	INS PAYMENT	260.85
08/19/2019	19888	Greg Enterline	PAYROLL	843.48
08/19/2019	19889	TEXTBOOKS	TEXT BOOK FEES	67.00
08/19/2019	19890	TEXTBOOKS	TEXT BOOK FEES	110.00
08/19/2019	19891	RD LIBRARY	LIBRARY FINES/FEES	20.00
08/19/2019	19892	Mercer Health	INS PAYMENT	79.63
08/19/2019	19893	Robert Down Elementary	DONATION	325.00
08/19/2019	19894	Robert Down Elementary	DONATION	780.00
08/19/2019	19895	ROP	Class Fees	50.00
08/19/2019	19896	ROP	Class Fees	535.00
08/19/2019	19897	ROP	Class Fees	425.00
08/19/2019	19898	ROP	Class Fees	2,670.00
08/19/2019	19899	ROP	Class Fees	400.00
08/19/2019	19900	ROP	Class Fees	100.00
08/19/2019	19901	ROP	Class Fees	4,000.00
08/19/2019	19902	RETIREE INSURANCE	RETIREE INSURANCE	4,825.86
08/19/2019	19903	BASRP-FG	BASRP	101.00
08/19/2019	19904	BASRP-RD	BASRP	1,370.00
08/21/2019	19905	REV TRAK	ADULT EDUCATION	941.86
09/04/2019	19906	ADULT EDUCATION	ADULT EDUCATION	3,382.00
09/04/2019	19907	ADULT EDUCATION	ADULT EDUCATION	4,024.00
09/04/2019	19908	PG PRIDE	GRANT	12,206.00
09/04/2019	19909	ADULT EDUCATION	ADULT EDUCATION	600.87
09/04/2019	19910	ADULT EDUCATION	ADULT EDUCATION	260.00
09/04/2019	19911	ADULT EDUCATION	ADULT EDUCATION	30,176.14
09/04/2019	19912	BUS PASS	BUS PASS	3,310.00
09/04/2019	19913	Maria Rivera	INS PAYMENT	200.00
09/04/2019	19914	Facilitron	SPECIAL RESERVE	6,586.40
09/04/2019	19915	Robert Down Elementary	DONATION	600.00
09/04/2019	19916	PGHS ASB	DONATION	762.90
09/04/2019	19917	RETIREE INSURANCE	RETIREE INSURANCE	2,805.00
09/04/2019	19918	Fingerprinting	Fingerprint Fees	2,479.00
09/04/2019	19919	RD PTA	DONATION	300.00
09/04/2019	19920	Chapman Foundation	Avid	18,000.00
09/04/2019	19921	PGMS PTA	DONATION	2,500.00
09/04/2019	19922	PGMS PTA	DONATION	3,000.00
09/04/2019	19923	Janine O'Brien	DONATION	167.00
09/04/2019	19924	STATE OF CALIFORNIA	PRESCHOOL	3,886.00
09/04/2019	19925	Pebble Beach Co.	DONATION	100,000.00
09/04/2019	19926	Robert Down Elementary	DONATION	1,180.00
09/05/2019	19927	ROP	Class Fees	1,810.00
09/05/2019	19928	PGMS	DONATION	8.00
09/05/2019	19929	Big Sur International Marathon	DONATION	1,500.00
09/05/2019	19930	BASRP-RD	BASRP	933.00
09/05/2019	19931	BASRP-FG	BASRP	779.00
09/09/2019	19932	PGMS	SCIENCE CAMP	12,390.00
09/09/2019	19933	PGMS	SCIENCE CAMP	5,170.00
09/09/2019	19934	PGMS	SCIENCE CAMP	5,760.00
09/09/2019	19935	PGMS	SCIENCE CAMP	17,550.00
09/12/2019	19936	BASRP-FG	BASRP	15,595.00
09/12/2019	19937	BASRP-RD	BASRP	14,166.00
09/12/2019	19938	RETIREE INSURANCE	RETIREE INSURANCE	1,841.24

Date	Num	Name	Account	Amount
09/12/2019	19939	PGMS	SCIENCE CAMP	390.00
09/12/2019	19940	PGMS	SCIENCE CAMP	4,290.00
09/12/2019	19941	Robert Down Elementary	DONATION	100.00
09/12/2019	19942	City of Pacific Grove	TRANSPORTATION	595.54
09/12/2019	19943	BUS PASS	BUS PASS	200.00
09/12/2019	19944	STATE OF CALIFORNIA	SP ED	1,495.00
09/12/2019	19945	Robert Down Elementary	DONATION	200.00
09/12/2019	19946	PGMS	Music Program	175.00
09/12/2019	19947	Morillo, Matthew	INVESTIGATIONS	329.50
09/12/2019	19948	Fran Castorina	INS PAYMENT	260.85
09/12/2019	19949	MISC	BUSINESS OFFICE	12.00
09/12/2019	19950	MBCS/Monterey Bay Charter School	UTILITIES	1,695.20
09/12/2019	19951	ADULT EDUCATION	ADULT EDUCATION	4,810.00
09/12/2019	19952	BASRP-FG	BASRP	351.00
09/12/2019	19953	BASRP-RD	BASRP	1,027.00
09/25/2019	19954	ADULT EDUCATION	ADULT EDUCATION	5,081.76
09/25/2019	19955	ADULT EDUCATION	ADULT EDUCATION	3,660.00
09/25/2019	19956	Robert Down Elementary	DONATION	1,000.00
09/25/2019	19957	BUS PASS	BUS PASS	300.00
09/25/2019	19958	Robert Down Elementary	DONATION	37.00
09/25/2019	19959	NMCUSD	LEASE PYMT	1,201.00
09/25/2019	19960	ASE - After School Enrichment	Class Fees	7,300.00
09/25/2019	19961	RETIREE INSURANCE	RETIREE INSURANCE	4,590.00
09/25/2019	19962	Robert Down Elementary	DONATION	180.00
09/25/2019	19963	CHS	DONATION	2,000.00
09/25/2019	19964	PGHS	DONATION	50.00
09/25/2019	19965	TEXTBOOKS	TEXT BOOK FEES	13.00
09/25/2019	19966	PGMS	DONATION	3,100.00
09/25/2019	19967	TEXTBOOKS	TEXT BOOK FEES	392.04
09/25/2019	19968	BASRP-FG	BASRP	622.00
09/25/2019	19969	BASRP-RD	BASRP	1,362.00
09/30/2019	19970	NorCal Relief	SPECIAL RESERVE	191,667.43
09/30/2019	19971	Robert Down Elementary	DONATION	130.00
09/30/2019	19972	Robert Down Elementary	DONATION	140.00
09/30/2019	19973	MISC	BUSINESS OFFICE	12.00
09/30/2019	19974	Intercare Holding Insurance	WORKERSCOMP	3,101.46
09/30/2019	19975	Forest Grove Elementary	DONATION	100.00
09/30/2019	19976	Forest Grove Elementary	DONATION	100.00
09/30/2019	19977	Forest Grove Elementary	DONATION	100.00
09/30/2019	19978	Forest Grove Elementary	DONATION	100.00
09/30/2019	19979	ADULT EDUCATION	ADULT EDUCATION	3,658.56
09/30/2019	19980	ADULT EDUCATION	ADULT EDUCATION	16,975.17
10/10/2019	19981	BASRP-RD	BASRP	784.00
10/10/2019	19982	BASRP-FG	BASRP	238.00
10/10/2019	19983	BASRP-RD	BASRP	272.00
10/10/2019	19984	BASRP-FG	BASRP	82.00
10/10/2019	19985	ADULT EDUCATION	ADULT EDUCATION	2,915.00
10/10/2019	19986	ADULT EDUCATION	ADULT EDUCATION	4,017.06
10/10/2019	19987	RETIREE INSURANCE	RETIREE INSURANCE	1,542.00
10/10/2019	19988	Ready Refresh Nestle	REFUND	144.00
10/10/2019	19989	STATE OF CALIFORNIA	PRESCHOOL	9,878.00
10/10/2019	19990	STATE OF CALIFORNIA	SP ED	1,030.00
10/10/2019	19991	MBCS/Monterey Bay Charter School	UTILITIES	1,861.50
10/10/2019	19992	CHS	DONATION	123.94
10/10/2019	19993	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,824.45
10/10/2019	19994	PGMS	FIELD TRIP	4.25
10/10/2019	19995	PGMS	DONATION	13.55
10/10/2019	19996	Facilitron	FACILITIES	299.20
10/10/2019	19997	Maria Rivera	INS PAYMENT	200.00
10/10/2019	19998	BUS PASS	BUS PASS	100.00
10/10/2019	19999	Fingerprinting	Fingerprint Fees	1,880.00
10/16/2019	20000	BASRP-RD	BASRP	20,084.00
10/16/2019	20001	BASRP-FG	BASRP	23,838.50

Date	Num	Name	Account	Amount
10/16/2019	20002	Santa Cruz COE	MAA	16,879.93
10/16/2019	20003	WELLS FARGO BANK	DONATION	40.00
10/16/2019	20004	Fran Castorina	INS PAYMENT	260.85
10/16/2019	20005	ROP	Class Fees	50.00
10/16/2019	20006	ROP	Class Fees	50.00
10/16/2019	20007	ROP	DONATION	175.00
10/16/2019	20008	ROP	Class Fees	470.00
10/16/2019	20009	Forest Grove Elementary	DONATION	335.00
10/16/2019	20010	RETIREE INSURANCE	RETIREE INSURANCE	5,796.58
10/16/2019	20011	BASRP-RD	BASRP	588.00
10/16/2019	20012	BASRP-FG	BASRP	314.00
Aug 13 - Nov 5, 19				<u>710,936.38</u>

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

SUBJECT: Revolving Cash Report No. 1

DATE: November 14, 2019

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period from July 1, 2019 through November 5, 2019.

INFORMATION:

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

PGUSD REVOLVING CASH

BOARD REPORT # 1

July 1, 2019 - November 5, 2019

Date	Num	Name	Account	Amount
Jul 1 - Nov 5, 19				
07/02/2019	5428	Sylvia Gil	PAYROLL	-440.48
07/11/2019		ANALYSIS CHARGE	none	-181.21
08/09/2019		DEPOSIT	none	4,147.08
08/19/2019	5429	Brook Sebok	TEXT BOOK FEES	-15.00
08/19/2019	5430	Lou Zeidberg	TEXT BOOK FEES	-125.00
08/19/2019	5431	Ifeoma Chime	CAFETERIA	-89.50
08/19/2019	5432	Barbara Reiff	ADULT EDUCATION	-65.00
08/19/2019	5433	Kathy Redondo	ADULT EDUCATION	-90.00
08/19/2019	5434	Ken Stempson	ADULT EDUCATION	-175.00
08/19/2019	5435	Jing Zhou	ADULT EDUCATION	-45.00
08/19/2019	5436	Lili Ventura	ADULT EDUCATION	-360.00
08/19/2019	5437	Jae Yeon Kim	TEXT BOOK FEES	-110.95
08/19/2019	5438	Rebecca Clifton	TEXT BOOK FEES	-144.00
08/19/2019	5439	Jason Worcester	CAFETERIA	-25.00
08/19/2019	5440	Genavieve Humenik	ADULT EDUCATION	-200.00
08/19/2019	5441	Maegan Kohn	ADULT EDUCATION	-200.00
08/31/2019		ANALYSIS CHARGE	none	-475.29
09/05/2019	5442	Jalalzai Abdul	TEXT BOOK FEES	-76.00
09/05/2019	5443	Michelle Manimtim	ADULT EDUCATION	-40.00
09/05/2019	5444	Tiffany Thompson	ADULT EDUCATION	-125.00
09/05/2019	5445	Whitney Garcia	ADULT EDUCATION	-100.00
09/05/2019	5446	Lisa Leo	TEXT BOOK FEES	-110.00
09/05/2019	5447	Erin Cruz	ADULT EDUCATION	-200.00
09/05/2019	5448	Gina Hein	LIBRARY FINES/FEES	-110.00
09/30/2019		ANALYSIS CHARGE	BANK FEE	-230.39
10/07/2019	5449	Kauffman, LaRene	RETIREE INSURANCE	-213.00
10/08/2019	5450	Cat Chiappa	ADULT EDUCATION	-100.00
10/08/2019	5451	Bianca Rocha	CAFETERIA	-65.00
10/08/2019	5452	Sherri Paulson	ADULT EDUCATION	-30.00
10/08/2019	5453	Gene Short	ADULT EDUCATION	-140.00
10/08/2019	5454	Marjorie Garabedian	ADULT EDUCATION	-85.00
10/08/2019	5455	Marlene Mejia	ADULT EDUCATION	-56.00
10/28/2019	5456	Pacific Grove Unified School Dist...	BUSINESS OFFICE	-10.00
10/30/2019		ANALYSIS CHARGE	BANK FEE	-317.67
Jul 1 - Nov 5, 19				-602.41

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

SUBJECT: Warrant Schedule 613

DATE: November 14, 2019

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from September 26, 2019 through October 31, 2019.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 613

Warrants- Payroll

OCTOBER 2019

Certificated-	Regular 10/05/19	\$	0
	Regular 10/10/19	\$	854.57
	Regular 10/13/19	\$	0
	Regular 10/31/19	\$	1,693,445.93
<u>Total Certificated</u>		\$	<u>1,694,300.50</u>
Other-	Regular 10/05/19	\$	0
	Regular 10/10/19	\$	0
	Regular 10/13/19	\$	0
	Regular 10/31/19	\$	3,025.76
<u>Total Other</u>		\$	<u>3,025.76</u>
Classified-	Regular 10/05/19	\$	0
	Regular 10/10/19	\$	3,380.77
	Regular 10/13/19	\$	0
	Regular 10/31/19	\$	665,074.21
<u>Total Classified</u>		\$	<u>668,454.98</u>
<u>TOTAL PAYROLL</u>		\$	<u>2,365,781.24</u>

Warrants- AP

Warrants <u>12510871</u> through <u>12510919</u> (09/26/19)	\$	<u>492,240.63</u>
Warrants <u>12511686</u> through <u>12511712</u> (10/01/19)	\$	<u>218,104.66</u>
Warrants <u>12512274</u> through <u>12512294</u> (10/03/19)	\$	<u>89,967.01</u>
Warrants <u>12513160</u> through <u>12513188</u> (10/08/19)	\$	<u>26,150.69</u>
Warrants <u>12513899</u> through <u>12513899</u> (10/10/19)	\$	<u>924.38</u>
Warrants <u>12514714</u> through <u>12514714</u> (10/15/19)	\$	<u>1,950.00</u>
Warrants <u>12516010</u> through <u>12516037</u> (10/22/19)	\$	<u>24,622.31</u>
Warrants <u>12516647</u> through <u>12516665</u> (10/24/19)	\$	<u>102,290.65</u>
Warrants <u>12518218</u> through <u>12518270</u> (10/29/19)	\$	<u>144,995.86</u>
Warrants <u>12518803</u> through <u>12518815</u> (10/31/19)	\$	<u>85,546.82</u>

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

SUBJECT: Contract for Services with IAMP Professional Audio at Pacific Grove High School

DATE: November 14, 2019

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 IAMP Professional Audio at Pacific Grove High School for repairs to the speaker system in the Student Union.

BACKGROUND:

This is a new, one-time service.

INFORMATION:

This contract is for repairs on the speaker system in the Student Union at Pacific Grove High School. We are not getting sound out of the speakers. We turned the power on and off to see if that would rectify the issue, but it did not. We are seeking repairs from IAMP Professional Audio with Anthony Nocita to rectify the issue.

FISCAL IMPACT:

The service will cost a flat rate of \$300. This contract is for the 2019-2020 school year.
Funding: Fund 01 Administrative Account for Pacific Grove High School. This item is a new cost, but falls within the Administrative Budget for the high school.

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

IAMP Professional Audio

for services rendered as specified below.

1. Scope of Service:

To provide:

Repairs on the speaker system in the Student Union at PGHS. We are not getting sound out of the speakers. We turned the power on and off to see if that would rectify the issue, but it did not.

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

We are seeking repairs from IAMP Professional Audio with Anthony Nocita to rectify the issue. Expected outcomes are that the sound system will work again.

3. Length of Contract:

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

11/19/19 2 hours

4. Financial Consideration:

Consultant to be paid at the rate of:

\$100 per hour for diagnostics and labor.

For (hours/days/other) 2 hours, 11/19/19

School Funding Source: PGHS Admin Repairs

Account Code: 01-0000-0-1110-2700-5600-00-006-7205-0720

Consultant Anthony Nocita- IAMP Professional Audio, Marina, CA 93933

Address 218 Reindollar Avenue #6A

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria**District/Site Administrator – Please check criteria that apply and sign below.**

- ☐ There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- ☐ The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- 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.
- ☐ 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.
- ☐ 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.
- ☐ 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.
- ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

 District/Site Administrator

 Date

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

SUBJECT: Contract for Services with Pacific West – Water Purification, Inc. at Robert Down Elementary School

DATE: November 14, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for Pacific West – Water Purification, Inc. at Robert Down Elementary School.

BACKGROUND:

Robert H. Down provides filtered water to staff and students in the cafeteria and in the staff lounge.

INFORMATION:

The contract for services is for maintenance and service for three years until June 2021. The contract includes retroactive service from 2018 as it was not presented to Robert Down office until September 2019. Fees are \$175 per year for cafeteria and \$250 per year for staff lounge.

FISCAL IMPACT:

\$1,275.00 total cost for three years from RHD site funds:

2018-19: \$425.00

2019-20: \$425.00

2020-21: \$425.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

Pacific West - Water Purification, Inc.

for services rendered as specified below.

1. Scope of Service:

To provide:

3 year service contract for filtered water and maintenance in cafeteria and staff lounge.

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

To provide maintenance and service on two water filtration systems on campus.

3. Length of Contract:

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

June 2018-June 2021

4. Financial Consideration:

Consultant to be paid at the rate of:

\$175.00 per year for the cafeteria and \$250.00 per year for staff lounge - total cost for three years \$1,275.00

For (hours/days/other) 3 years


School Funding Source: General Instruction - Professional Consulting Services

Account Code: 01-0000-0-1110-1000-5800-00-002-1005-0720

Consultant Pacific West - Water Purification, Inc.

Address P.O. Box GH Pacific Grove, CA 93950

Signed _____ Date _____ Email bhaylings@gmail.com

☐ District Employee☒ Independent ConsultantSigned  Date 11/7/19

Site/Program Administrator (Check appropriate box below)

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

Signed _____ Date _____

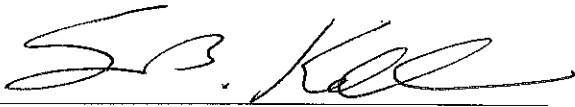
Director of Human Resources

Signed _____ Date _____

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

Contract for Services Criteria**District/Site Administrator – Please check criteria that apply and sign below.**

- ☐ There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- ☐ The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- ☒ 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.
- ☐ 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.
- ☐ 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.
- ☐ 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.
- ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.



District/Site Administrator

10-09-19

Date

Ref: Contract for Services Criteria

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

SUBJECT: Contract for Services with Uretsky Security for Asilomar Math Conference

DATE: November 14, 2019

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

RECOMMENDATION:

The District Business Office recommends that the Board approve the Contract for Services agreement between Pacific Grove Unified School District and Uretsky Security to work the Asilomar Math Conference.

BACKGROUND:

The Northern California Mathematics Council has held their annual Asilomar Math Conference for more than 30 years on the Monterey Peninsula. They require unarmed security at Pacific Grove Middle School where their vendors set up booths. The security guards patrol the school campus during the days events and one guard remains on campus overnight.

INFORMATION:

Uretsky Security will provide unarmed security services for this year's conference to be held on December 6-7, 2019.

FISCAL IMPACT:

No fiscal impact to the District. The amount of the contract will not exceed \$1,000 and will be reimbursed by the Northern California Mathematics Council.

435 Hillcrest Avenue

Pacific Grove, CA 93950

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

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

Uretsky Security_____ for services rendered as specified below.

1. Scope of Service:

To provide : unarmed patrol guard service for Asilomar Math Conference at PG Middle School.

2. Evaluation and/or expected outcome(s)(continue on attached page if needed):Patrol site to maintain security of vendors and vendor wares during the conference**3. Length of the Contract:**

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

From Friday, December 6, 2019, at 4:30 p.m. to December 7, 2019, at 6 p.m.

4. Financial Consideration:

Consultant to be paid at the rate of:

Rate of \$25.00 per hour as follows:

(2) guards 12/6/19 4:30 p.m.-7:30 p.m.

(1) guard 12/6/19 7:30 p.m. – 12/7/19 8:00 a.m.

(2) guards 12/7/19 8:00 a.m. – 6:00 p.m.

School Funding Source:

01-0000-0-0000-7300-5800-00-009-6120-0720

(Asilomar Math Conference to reimburse district for fees)

Consultant: Uretsky Security

Address _____

Signed _____ Date _____

☒ District Employee ☒ Independent Consultant *Signed N/A 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.

Revised 06/12

Contract for Services Criteria

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

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) **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

12/1/14
Date

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

SUBJECT: Contract for Services with John Upshaw, DBA Monterey DJ at Pacific Grove Middle School

DATE: November 14, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for services with John Upshaw, DBA Monterey DJ at Pacific Grove Middle School for the Fall Ball Dance on November 22, 2019 for 2 hours of DJ services.

BACKGROUND:

This will be the 2nd year that John Upshaw will provide DJ services for Pacific Grove Middle School Fall Ball dance.

FISCAL IMPACT:

The contract for the Pacific Grove Middle School is not to exceed \$350.00 and is paid by the Pacific Grove Middle School ASB.

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

John Upshaw DBA Monterey DJ

for services rendered as specified below.

1. Scope of Service:

To provide:

Provide pre-approved music for the PGMS Fall Ball.

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

To provide pre-approved music for the PGMS fall ball on November 22, 2019.

3. Length of Contract:

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

November 22, 2019 from 7:00 pm until 9:00 pm.

4. Financial Consideration:

Consultant to be paid at the rate of:

\$350.00

For (hours/days/other) 2 hours

School Funding Source: ASB Leadership

Account Code:

Consultant John Upshaw, DBA Monterey DJ

Address 3127 Crescent Avenue #A4, Marina, CA 93933

Signed _____ Date _____ Email john@montereyDJ.net

☐ 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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria**District/Site Administrator – Please check criteria that apply and sign below.**

- ☐ There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- ☐ The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- ☒ 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.
- ☐ 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.
- ☐ 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.
- ☐ 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.
- ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

 District/Site Administrator

 Date

Ref: Contract for Services Criteria

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Contract for Services to Mitel Business Systems, Inc.

DATE: November 14, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the revised contract for services to Mitel Business Systems Inc for the installation of a new phone system at Robert Down Elementary School.

BACKGROUND:

Over the last few years District Maintenance has had difficulty finding network cards for the existing phone system at Robert Down. When a card goes down a large portion of the system is non-operable. Last year, we were not able to find new or refurbished cards because they are no longer manufactured. Fortunately, the District's communications contractor was able to find some used cards from a system that was no longer in use.

This project was brought to the District's Educational Technology Committee and recommended to the Board for approval.

INFORMATION:

This contract is being brought back for approval (originally approved September 5, 2019) because Mitel made some corrections to the contract. Changes are underlined in the contract attached. The changes that were made were to distinguish the relationship between Mitel and Maverick Networks. In addition, the indemnity clause was changed to reflect the "piggy back" contract with the state (see Attachment B, Item #28). The new indemnity clause is stronger in the District's favor.

Mitel Partner, Maverick Networks, has installed the same Mitel phone system at the District Office and Forest Grove Elementary. The Mitel system allows for programming and maintenance to be done from a central computer for all sites. This contract is for the installation, programming, and training of 43 phones at Robert Down Elementary. Mitel has competitively bid this system and the quote is based on the NASPO (National Association of State Procurement Officials) ValuePoint Contract #AR627.

FISCAL IMPACT:

Fund 21, Measure A - \$17,407.75 - funding has been reviewed by the Education Tech Committee and included in the 2019-20 budget.

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

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

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

Mitel Business Systems, Inc	ID # 91-2016177		
CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
1146 North Alma School Rd	Mesa	AZ	85201
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on September 13, 2019 and shall be completed on or before December 31, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. ~~CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.~~

E. CONTRACTOR and the District agree the purchase of products and services under this Agreement shall be in accordance with the terms and conditions of the NASPO ValuePoint Master Contract AR627, as amended by the State of California Participating Addendum No. 7-14-70-10.

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Phone system at Robert Down Elementary per quote dated Aug 14, 2019 (attached)

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party. Notwithstanding the foregoing, CONTRACTOR shall have the right to assign this Agreement to an affiliate, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Agreement, or the sale or transfer of the voting stock or shares of CONTRACTOR resulting in a change in its effective control.

Mitel hereby advises all or a portion of the work hereunder will be subcontracted to Mitel's Authorized Partner, Maverick Networks, Inc. The District acknowledges and consents to such subcontracting, provided, Mitel shall remain responsible for the actions or omissions of Maverick Networks, Inc.

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

J. CONTRACTOR shall be paid by billing the District monthly for services completed for a total sum of \$17,407.75:

Source of Funds: Fund 21 Measure A

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

- | | | |
|-------------------------------------|-------------------------------|--|
| <p><u>X</u></p> <p>X</p> | <p>1)</p> <p>2)</p> <p>3)</p> | <p>Lump sum upon completion of services rendered.</p> <p>Monthly - in accordance with provision of services as invoiced</p> <p>Other _____</p> |
|-------------------------------------|-------------------------------|--|

- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination, provided that the District agrees to pay for all products and services delivered or performed up to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

This Agreement is entered into this _____ day of _____, 2018.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-09**

Data Communications Products and Services
Utah WSCA-NASPO Master Price Agreement No. AR627
ShoreTel Inc.

This Participating Addendum Number 7-14-70-09 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and ShoreTel Inc. (hereafter referred to as "Contractor") under the lead State of Utah WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO) Master Price Agreement Number AR627.

1. Scope

- A. This Participating Addendum covers the purchase of Data Communications Products and Services under the Utah WSCA-NASPO Master Price Agreement Number AR627. The WSCA-NASPO Master Price Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the WSCA-NASPO Master Price Agreement are consistent with its procurement policies and regulations.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 31, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. Mandatory Statewide Contracts

Product and service categories that are available on mandatory California statewide contracts for information technology (IT) hardware cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

Participating Addendum No. 7-14-70-09**4. Terms and Conditions**

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. These include:

- A. General Provisions – Information Technology, GSPD401IT, effective 11/27/2013. The twelve page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf
- B. American Recovery and Reinvestment Act (ARRA) Supplemental Terms and Conditions, revised 08/10/09. The supplemental terms and conditions for contracts using ARRA funds apply to the ordering agency. If or when Contractor, as a vendor, is notified by ordering agency that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Contractor as it relates to purchases under this Participating Addendum is not a subcontractor or sub grantee, but simply a provider of goods and related services. The two page document can be viewed at:
<http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf>.

5. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-14-70-09
- B. Utah WSCA-NASPO Master Price Agreement Number AR627

6. Available Products and Services

This Participating Addendum includes the following product and service categories:

- A. 5.3.0 – Unified Communications*

* Non-exempt State Agencies are mandated by policy to utilize the CALNET 3 Statewide Contract(s) to obtain "Required" telecommunications and network services unless otherwise authorized by the Department of Technology.

7. Disallowed Products and Services

- A. Cloud Computing

Cloud computing elements are not allowed under this Participating Addendum. However if State of California terms and conditions are developed for Software as a Service, Infrastructure as a Service, or Platform as a Service, the State reserves the right to amend this Participating Addendum to include such provisions and related goods and services.

- B. These restrictions do not apply to political subdivisions/local governments.

Participating Addendum No. 7-14-70-09**8. Price List**

- A. Contractor shall submit a Product and Service Schedule (PSS) identifying all products and services offered under this Participating Addendum for the State's approval.
- B. The PSS shall include the following:
 - 1) Manufacturer Part Number or Item Number
 - 2) List Price
 - 3) Minimum Discount off List Price
 - 4) Contract Price
- C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved PSS.
- D. Contractor shall submit a written notice of price increases/decreases and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- E. State-approved PSS will be posted on the State's eProcurement website.

9. Equipment Additions/Deletions

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Equipment is within existing awarded categories under the WSCA-NASPO Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah WSCA-NASPO Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the WSCA-NASPO Master Price Agreement.

10. Servicing Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

Participating Addendum No. 7-14-70-09

- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the WSCA/NASPO Master Price Agreement and State Participating Addendum.
- C. Subject to the approval of the State, subcontractors may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted subcontractors or changes to current subcontractors contact information at any time during the contract term.
- D. Contractor shall submit a subcontractor list identifying the company name, address, contact name, phone number and email of authorized subcontractors to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.
- E. State-approved Servicing Subcontractor will be posted on the State's eProcurement website.

11. Ordering Agency Responsibilities

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.
- C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum.

12. Contractor Responsibilities

Contractor must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

13. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

14. Usage Reporting

- A. Contractor shall submit usage reports on a monthly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.

Participating Addendum No. 7-14-70-09

- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due each month as follows:

Reporting Period and Due Date			
Jan -- Due Feb 15		May -- Due Jun 15	Sep -- Due Oct 15
Feb -- Due Mar 15		Jun -- Due Jul 15	Oct -- Due Nov 15
Mar -- Due Apr 15		Jul -- Due Aug 15	Nov -- Due Dec 15
Apr -- Due May 15		Aug -- Due Sep 15	Dec -- Due Jan 15

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

15. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the WSCA Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
 Department of General Services, Procurement Division
 Attention: WSCA Payment Processing
 707 3rd Street, 2nd Floor, MS 2-202
 West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's WSCA-NASPO Master Price Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Participating Addendum No. 7-14-70-09

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. Contract Management

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: ShoreTel Inc.
 Name: Holly Davis
 Phone: (408) 900-1195
 E-Mail: hdavis@shoretel.com
 Address: 960 Stewart Drive
 Sunnyvale, CA 94085

B. Should Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Bonnie Bahnsen
 Phone: (916) 375-4383
 Fax: (916) 375-4663
 E-Mail: Bonnie.Bahnsen@dgs.ca.gov
 Address: State of California
 Department of General Services
 Procurement Division
 707 Third Street, 2nd Floor, MS 2-202
 West Sacramento, CA 95605

D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

Participating Addendum No. 7-14-70-09**17. Termination of Agreement**

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. Agreement

- A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Utah WSCA-NASPO Master Price Agreement Number AR627, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

ShoreTel Inc.

By: By: Name: Jim ButlerName: Shane HarperTitle: Deputy DirectorTitle: Director, Vertical ProgramsDate: September 5, 2014Date: 8/6/2014

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-09
AMENDMENT NO. 4

Data Communications Products and Services
Utah NASPO ValuePoint Master Agreement No. AR627
Mitel Networks, Inc. (Contractor)

The parties mutually agree to amend the Participating Addendum as follows:

1. Agreement is extended from May 31, 2019 to May 31, 2020. **Section 2. TERM, Subpart A** is revised to read as follows:

The term of this Participating Addendum shall begin upon signature approval by the State and end May 31, 2020, or upon termination, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

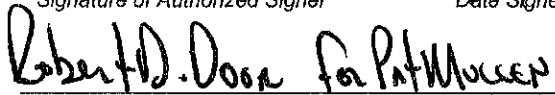
STATE OF CALIFORNIA

Department of General Services

Agency Name

 5/14/19

Signature of Authorized Signer Date Signed



Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Mitel Networks, Inc.

Contractor Name

 5/9/2019

Signature of Authorized Signer Date Signed

Paul Ciaramitaro, Treasurer

Printed Name and Title of Authorized Signer

1146 N. Alma School Road
Mesa, AZ 95201

Address

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
 - a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
 - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
 - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
 - s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
 - t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
 - u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
 - v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
 - w) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
 - x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
 - y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
 - z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
 - aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
 - bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:**
- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

its attention, regarding accessibility of its products or services.

- 8. CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- 9. ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

- 10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

- 11. ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets; and
- f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.

- b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

- 14. DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

- 15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.

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- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source..
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

18. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right.

Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

- c) Unless otherwise specified in the Statement of Work:
 - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
 - (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
 - (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto,

but excluding any cost attributable to Deliverables or services paid or to be paid;

- B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
- C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
 - (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the

Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

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- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. DOCUMENTATION:**
- The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
 - If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.
- 37. RIGHTS IN WORK PRODUCT:**
- All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
 - Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
 - The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
 - The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
 - This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
- 38. SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- The State may use the Software Products in the conduct of its own business, and any division thereof
 - The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

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- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

- 41. FUTURE RELEASES:** Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the

Contractor will provide all codes to the State with delivery of the Software.

- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- (i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- (ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such

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infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

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- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. EXAMINATION AND AUDIT: The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. FOLLOW-ON CONTRACTS:

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors

by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

48. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

50. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICANS WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

62. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY**63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b)).

End User Line Item Pricing Report

Currency USD
 Partner MAVERICK NETWORKS, INC. (MAVERICK NETWORKS, INC.)
 ID TxtXd7Kev3pIYjAIV0TcbA-01
 Report Created 14-Aug-2019 1:31:31 CET
 Quote Created 14-Aug-2019 1:31:31 CET

Public Sector Competitive Discount is based on the entire quote and subject to change if the contents are adjusted.

This quote is based on the Mitel **NASPO ValuePoint contract #AR623** and Purchase Orders resulting from this quote should be written to Mitel Business Systems, Inc. directly per the ordering instructions below.

NASPO ValuePoint contract #AR623 CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on any PO resulting from this quote

This quote is good for 90 days from date on file and must renewed thereafter.

End Customer Information

Company Pacific Grove Robert Down Elementary Sch
 Address 485 Pine Ave, Pacific Grove, California, United States of America
 Zip Code 93950

Shipping Address

Node 1

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext List
Accessories							
50006504	Wall Mount Kit (HX Controller + PSU, PS-1/DEI (2)	1	250.00	250.00	38.00	155.00	155.00
Boards							
50006500	Compact Flash 2 GB NA	1	120.00	120.00	0.00	120.00	120.00
580.2304	Loop Start Mdl (LSM-4) for CS/HX	1	390.00	390.00	38.00	241.80	241.80
Mitel parts Catalogue							
53002197	SUBCONTRACTOR USER DEFINED CHARGES	8,875	1.00	8,875.00	0.00	1.00	8,875.00
Software Assurance							
54009246	SWA Std 1y MiVO250 over 32 usr	1	400.00	400.00	38.00	248.00	248.00
System							
52002827	MiVo Office Digital Base Pack	1	1,795.00	1,795.00	38.00	1,112.90	1,112.90
Total				11,830.00	9.11		10,752.70

Node 2

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext List
Mitel parts Catalogue							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ	1	40.00	40.00	0.00	40.00	40.00
50005915	PKM KIT - 48 KEY (for 85xx/53xx Phones)	1	450.00	450.00	38.00	279.00	279.00
50006122	8528 Telephone NA	37	185.00	6,845.00	38.00	114.70	4,243.90
50006123	8568 Telephone NA	6	295.00	1,770.00	38.00	182.90	1,097.40
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	8.00	8.00	0.00	8.00	8.00
52002624	DDM-16 Card with Cable	2	1,000.00	2,000.00	38.00	620.00	1,240.00
840.0417	MiVoice Office License - Digital Phone Cat E	27	70.00	1,890.00	38.00	43.40	1,171.80
Total				13,003.00	37.86		8,080.10

Grand Total

Grand Total	24,833.00	24.16	18,832.80
Public Sector Discount			1,425.05
Grand Total with Public Sector Discount			PGUSD Pays this >>>> \$17,407.75

Public Sector Competitive Discount is based on the entire quote and subject to change if the contents are adjusted.

S - Part has a suggested retail price

This quote is based on the Mitel **NASPO ValuePoint contract #AR623** and Purchase Orders resulting from this quote should be written to Mitel Business Systems, Inc. directly per the ordering instructions below.

NASPO ValuePoint contract #AR623 CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on any PO resulting from this quote

This quote is good for 90 days from date on file and must renewed thereafter.

Purchase Order can be faxed to 916-365-8088
or emailed to accounting@mavericknetworks.net

The PO should be made out to:
Mitel Business Systems, Inc.
1146 North Alma School Rd.
Mesa, AZ 85201

★PLEASE NOTE OUR SEPARATE REMIT TO ADDRESS★:
Mitel Business Systems, Inc.
PO Box 52688
Phoenix, AZ 85072-2688

★PLEASE DO NOT SEND PAYMENT TO THE MESA ADDRESS★

Please note the following order requirements:

- * Prime NASPO ValuePoint contract #AR623 must be referenced on the PO
- * CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on the PO
- * Terms of Net/30
- * A copy of the Mitel quote must accompany the order
- * Shipping and billing instructions
- * Requested delivery dates

First time placing an order with us?

We will need to set up a new customer account and will require the following information:

- * Full Legal Name and Invoice/Billing Address
- * Main Phone and Fax numbers
- * Point of Contact info for the Accounts Payable dept (Name, Title, Email, Phone and Fax number)
- * If Tax Exempt, a copy of the Tax Exemption Certificate must be provided

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

SUBJECT: Adoption of Resolution No. 1037 on the Levy of Developer Fees

DATE: November 14, 2019

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

RECOMMENDATION:

The District Administration recommends that the Board adopt Resolution No. 1037 on the levy of developer fees.

BACKGROUND:

The District has never levied any developer fees in the past. Upon review of the criteria and justifications, the District is in a favorable position to levy Level I developer fees.

Developer fees are fees that are paid by property owners and developers to school districts to mitigate the impact created by new development within a school district's boundaries on the school facilities. Fees are typically paid to the school district as a condition of a property developer or owner obtaining a building permit from the city or county for a construction project.

INFORMATION:

Level I (Developer Fee Justification Study) fees are established by the State and are considered the basic mitigation fee. Justification for the fee can be shown if anticipated residential, commercial and industrial development within a district will impact it with additional students. The State Allocation Board (SAB) adjusts the rates every two years. Education Code allows for an exemption from development impact fees for any additions to existing residential structures that are 500 square feet or less.

The current rates adopted on January 24, 2018, are **\$3.79** per square foot for residential construction and **\$0.61** per square foot for commercial/industrial construction. The next proposed increase will be in January 2020 at the SAB meeting.

Attached is the 2018 Developer Fee Justification Study completed for Pacific Grove USD. Based on the result of the study by School Works, Inc. Pacific Grove USD is qualified to levy developer fees subject to the timeline laid out per Government Code Section 6062(a).

FISCAL IMPACT:

The fee to be paid to School Works, Inc. for this study at \$3,500 can be paid from the newly created Fund 25, Developer Fees Fund. There are no fees collected yet. General Fund will have to advance the fee and be reimbursed by collection of developer fees later.

Action/Discussion Item A

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

In the Matter of Adopting Development
Fees on Residential and Commercial and
Industrial Development to Fund the
Construction or Reconstruction of School
Facilities

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RESOLUTION

NO. _____ 1037 _____

WHEREAS, Education Code section 17620 et seq. and Government Code section 65995, authorize the governing board of any school district to levy a fee, charge, dedication, or other form of requirement (hereinafter “fee” or “fees”), in the maximum amounts specified therein, against residential, commercial and industrial development projects occurring within the boundaries of the district (hereinafter “development”), for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, Government Code section 65995 provides that the maximum fees which may be levied on development projects shall be increased starting in 2000 and every two years thereafter according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board “SAB” and to become effective at its January meeting; and

WHEREAS, the SAB at its January 24, 2018 meeting, set the maximum fee to \$3.79 per square foot for residential development and to \$0.61 per square foot for commercial/industrial development; and

WHEREAS, the new Fees are an increase of what is currently being collected by Pacific Grove Unified School District. A copy of the Study is attached hereto, marked Exhibit "A," and incorporated herein by this reference; and

WHEREAS, in the judgment of this Board it is necessary and appropriate, and in the best interests of the District and its students, to levy fees for the purpose of funding the construction or reconstruction of school facilities necessary to serve the students generated by new development occurring within the District;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by this Board as follows:

1. The foregoing recitals are true and correct.

Action/Discussion Item A

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

2. This Board approves and adopts the Study and recommendation of the District Superintendent, or designee, to levy fees in the maximum amounts authorized on new residential, commercial and industrial development that occurs within the District, and based upon the Study and recommendations, and upon all other written and oral information presented to this Board concerning this matter, makes the following findings:

A. The purpose of the fees is to finance the construction and reconstruction of school facilities in order to provide adequate school facilities for the students of the District who will be generated by new residential and commercial/industrial development taking place in the District.

B. The construction or reconstruction of school facilities is necessary to create updated, adequate, appropriate classroom space and academic support facilities for the following reasons:

(1) New residential and commercial and industrial development is projected to occur within the District within the next five years which will generate additional school-aged children.

(2) Additional students projected from new development will impact and increase the need of the District to create updated, adequate, appropriate classroom space and academic support facilities.

(3) Existing school facilities in the District are in need of, or will be in need of, reconstruction or modernization. New development will generate students who will attend District schools and be housed in existing facilities. These students cannot be housed without upgrading existing school facilities, ultimately making reconstruction or modernization of such facilities necessary.

(4) Both existing students and new students generated by future development occurring within the district will need to be housed and served in existing school facilities, as well as new and additional school facilities necessary to serve the projected student population.

(5) As commercial and industrial development occurs, new jobs are created. Many of the people hired for these jobs move into the community, thereby increasing the need for residential development which generates additional students adding to the impact on

Action/Discussion Item A

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

the school facilities of the District. The maximum fee that can be levied against residential development is insufficient to cover the full cost of the new or reconstructed school facilities needed by the district to house students generated from new residential development, and therefore justifies a separate fee against commercial and industrial development in the maximum amount allowed by law.

C. Without the addition of new school facilities and/or the reconstruction and modernization of existing facilities, the District will be unable to adequately house and serve additional students generated by new development which will impair or adversely impact the normal functioning of educational programs and services of the District.

D. The District has no, or limited local revenue sources available for funding the construction or reconstruction of school facilities attributable to new development;

E. The fees adopted herein bear a reasonable relationship to the need for, and the estimated cost of, the construction or reconstruction of school facilities attributable to the type of new development on which the fees will be imposed.

F. The cost of providing for the construction and/or reconstruction of school facilities attributable to the type of new development occurring in the District will exceed the revenues reasonably anticipated from fees.

G. Existing students will benefit from the use of developer fees for new school facilities. Conversely, students generated from new development will occupy existing school facilities and will benefit from the use of fees to reconstruct or modernize those facilities. Therefore, it is appropriate to use developer fees for existing facilities to the extent of the estimated use of such facilities by students generated by new development.

3. Based on the foregoing, this Board hereby determines:

A. To levy a fee on any new or on other residential development, as described in Education Code § 17620(a), occurring within the District, in the maximum amount currently authorized by law of \$3.79 per square foot of assessable space as such space is defined in Government Code § 65995(b)(1).

B. To levy a fee on categories of new commercial or industrial development, as described in Education Code § 17620(a), occurring within the boundaries of the District, in the maximum amount currently authorized by law of \$0.61 per square foot of chargeable covered

Action/Discussion Item A

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

and enclosed space as such space is defined in Government Code § 65995(b)(2), except for Rental Self Storage facilities in which a fee of \$0.04 per square foot is justified .

4. The fee provisions of this Resolution are not exclusive, and this Board specifically reserves authority to undertake other or additional methods to finance school facilities in partial or complete substitution for, or in conjunction with, the fee provisions set forth therein, as authorized by law. This Board reserves the authority, in its discretion, to substitute the dedication of land or other form of requirement in lieu of fees to be levied pursuant to this Resolution.

5. The District intends to utilize fees for new construction of school facilities, reconstruction or modernization of existing facilities, purchase, lease or lease-purchase of portable or relocatable classrooms and related facilities as interim school facilities to house students pending the construction of permanent facilities, or the purchase of land for school facilities. This includes all associated costs to plan and execute school facilities projects including, but not limited to, architectural and engineering costs, testing and inspection costs, permits and plan checking, and other administrative costs related to the provision of school facilities. Construction, reconstruction or modernization of school facilities includes, but is not limited to, classrooms and equipment and furnishings for classrooms, and all other reasonable and customary auxiliary, accessory, adjunct, or other supportive facilities for classrooms such as restrooms, gymnasiums, administrative offices, cafeterias, libraries, multi-purpose rooms, maintenance and storage rooms, walkways, overhangs, parking lots, landscaping, and all other similar facilities. Finally, fees may be used for studies and reports necessary to make the findings and determinations required by law for the collection of fees which may include the school facilities needs analysis described in Government Code section 65995.6, for reimbursement of administrative costs to collect fees, and for such other purposes consistent with the purpose and intent of this Resolution, or authorized by law, or deemed necessary or appropriate by this governing board.

6. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is

Action/Discussion Item A

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

expressly conditioned upon the continued satisfaction by that project of the requirements for that certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.

7. Pursuant to Education Code § 17621(c), this board determines that the fee levied on residential development is not subject to the restrictions set forth in subdivision (a) of Government Code § 66007 and, pursuant to Education Code § 17620(b), shall be collected at the time of issuance of the building or similar permit required for a particular development project.

8. Pursuant to Government Code section 66001(d), the Superintendent or the District's designee shall review the Fund established pursuant to this Resolution for the fifth fiscal year following the first deposit of fees in the Fund, and every five years thereafter, and with respect to any portion of a fee remaining unspent five or more years after deposit, the Superintendent or the District's designee shall report to this Board which shall either make the findings required by section 66001(d) for said unspent fees, or direct the refund of such fees in the manner provided in 66001(e) and (f).

9. Pursuant to Government Code section 66001(e), the Superintendent or designee, shall advise this board whenever it appears sufficient fees have been collected to complete financing on incomplete public improvements that have been identified in a Study. This board shall then make a determination whether or not sufficient fees have been collected for a particular project, and when a determination is made by this board that sufficient fees have been collected, this Board shall identify, within 180 days of the determination, an approximate date by which the construction of the public improvement will be commenced, or shall refund the fees as provided in said section, unless the provisions of section 66001(f) are deemed to apply.

10. The fees adopted herein are effective sixty (60) days after the approval of this Resolution unless the School Board states this is an urgency due to the significant needs and impacts of the impending new housing developments and there is a 4/5ths majority vote, to cause that the imposition of fees shall take effect thirty (30) days after the date of this Resolution.

11. The Superintendent or the District's designee is hereby authorized and directed to do the following:

A. As required by Government Code § 66006(a), to establish a separate capital facilities fund (herein "Fund") into which the fees received by the District shall be

Action/Discussion Item A

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

deposited and shall not be commingled with other revenues and funds of the District. The fees, and any interest earned thereon, shall be expended only for the purpose of funding the construction or reconstruction of school facilities or such other purposes as are permitted by law and authorized by this Board.

B. If applicable, negotiate agreements with other school district(s) with common territorial boundaries ensuring that the total fees collected by each school district does not exceed the maximum fees allowed by law for residential and commercial and industrial development and providing for an equitable division of the fees with such other school district(s). As required by Education Code section § 17623(a), copies of such agreement(s) shall be transmitted to the State Allocation Board, and shall also be sent to any county or city planning agency which is calculating or collecting fees on behalf of the District.

C. Take such further action as is necessary or appropriate to carry out the purpose and intent of this Resolution.

I, _____, Secretary to the Board of Trustees of the Pacific Grove Unified School District, do hereby certify that the foregoing Resolution was proposed by Board member _____, seconded by Board member _____, and was duly passed and adopted, by vote of said Board, at an official and public meeting thereof held on October 24, 2019, as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: _____

Secretary, Board of Trustees

SEPTEMBER 2019

2018 DEVELOPER FEE JUSTIFICATION STUDY PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RALPH PORRAS,
SUPERINTENDENT

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- **Census Data**
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- **Index Adjustment on the Assessment for Development – State Allocation Board Meeting of January 24, 2018**
- **Annual Adjustment to School Facility Program Grants**
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Executive Summary

This Developer Fee Justification Study demonstrates that the Pacific Grove Unified School District requires the full statutory impact fee to accommodate impacts from development activity.

Pacific Grove Unified School District has never collected Level 1 Developer Fees. The fee amounts approved at the January 24, 2018 State Allocation Board meeting are **\$3.79** per square foot for residential construction and **\$0.61*** per square foot for commercial/industrial construction.

The following table shows the fee amounts:

Table 1
Pacific Grove Unified School District
Developer Fee Collection Rates

Totals	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$0.00	\$3.79	\$3.79
Commercial/Ind.	\$0.00	\$0.61	\$0.61

*except for Rental Self Storage facilities in which a fee of \$0.04 per square foot is justified.

Background

Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected without special city or county approval, to fund the construction of new school facilities necessitated by the impact of residential and commercial development activity. In addition, these fees can also be used to fund the reconstruction of school facilities to accommodate students generated from new development projects. Fees are collected immediately prior to the time of the issuance of a building permit by the City or the County.

As enrollment increases, additional school facilities will be needed to house the growth in the student population. Because of the high cost associated with constructing school facilities and the District's limited budget, outside funding sources are required for future school construction. State and local funding sources for the construction and/or reconstruction of school facilities are limited.

The authority cited in Education Code Section 17620 states in part "... the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities." The legislation originally established the maximum fee rates at \$1.50 per square foot for residential construction and \$0.25 per square foot for commercial/industrial construction. Government Code Section 65995 provides for an inflationary increase in the fees every two years based on the changes in the Class B construction index. As a result of these adjustments, the fees authorized by Education Code 17620 are currently **\$3.79** per square foot of residential construction and **\$0.61** per square foot of commercial or industrial construction.

Purpose and Intent

Prior to levying developer fees, a district must demonstrate and document that a reasonable relationship exists between the need for new or reconstructed school facilities and residential, commercial and industrial development. The justification for levying fees is required to address three basic links between the need for facilities and new development. These links or nexus are:

Burden Nexus: A district must identify the number of students anticipated to be generated by residential, commercial and industrial development. In addition, the district shall identify the school facility and cost impact of these students.

Cost Nexus: A district must demonstrate that the fees to be collected from residential, commercial and industrial development will not exceed the cost of providing school facilities for the students to be generated from the development.

Benefit Nexus: A district must show that the construction or reconstruction of school facilities to be funded by the collection of developer fees will benefit the students generated by residential, commercial and industrial development.

The purpose of this Study is to document if a reasonable relationship exists between residential, commercial and industrial development and the need for new and/or modernized facilities in the Pacific Grove Unified School District.

Following in this Study will be figures indicating the current enrollment and the projected development occurring within the attendance boundaries of the Pacific Grove Unified School District. The projected students will then be loaded into existing facilities to the extent of available space. Thereafter, the needed facilities will be determined and an estimated cost will be assigned. The cost of the facilities will then be compared to the area of residential, commercial and industrial development to determine the amount of developer fees justified.

Enrollment Projections

In 2018/2019 the District's total enrollment (CBEDS) was 2,035 students. The enrollment by grade level is shown here in Table 2.

Table 2

**Pacific Grove Unified School District
CURRENT ENROLLMENT**

Grade	2018/2019
TK/K	173
1	131
2	177
3	139
4	152
5	134
6	175
<hr/>	
TK-6 Total	1,081
7	144
8	168
<hr/>	
7-8 Total	312
9	185
10	151
11	155
12	151
<hr/>	
9-12 Total	642
<hr/>	
TK-12 Total	2,035

This data will be the basis for the enrollment projections which will be presented later after a review of the development projections and the student generation factors.

Student Generation Factor

In determining the impact of new development, the District is required to show how many students will be generated from the new developments. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation factor is applied to the number of new housing units to determine development-related impacts.

The student generation factor identifies the number of students per housing unit and provides a link between residential construction projects and projections of enrollment. The State-wide factor used by the Office of Public School Construction is 0.70 for grades TK-12. For the purposes of this Study we will use the local factors to determine the students generated from new housing developments. This was done by comparing the number of housing units in the school district to the number of students living in the school district as of the 2010 Census. Table 3 shows the student generation factors for the various grade groupings.

Table 3

**Pacific Grove Unified School District
STUDENT GENERATION FACTORS**

<u>Grades</u>	<u>Students per Household</u>
TK-6	0.1307
7-8	0.0389
9-12	0.0873
Total	0.2569

When using the Census data to determine the average district student yield rate, it is not possible to determine which students were living in multi-family units versus single family units. Therefore, only the total average yield rate is shown. The overall student generation rate will be used to determine student yields from the projected developments.

New Residential Development Projections

The Pacific Grove Unified School District has experienced an average new residential construction rate of approximately 5 units per year over the past four years. This was determined by reviewing the residential permits pulled at the City of Pacific Grove building department. After contacting the City of Pacific Grove planning and building departments within the school district boundaries, it was determined that the residential construction rate over the next five years will average 5 units per year. Projecting the average rate forward, we would expect that 25 units of residential housing will be built within the District boundaries over the next five years.

To determine the impact of residential development, a student projection is done. Applying the student generation factor of 0.2569 to the projected 25 units of residential housing, we expect that 6 students will be generated from the new residential construction over the next five years. This includes 3 elementary school students, 1 middle school student, and 2 high school students.

The following table shows the projected impact of new development. The students generated by development will be utilized to determine the facility cost impacts to the school district.

Table 4

Pacific Grove Unified School District DEVELOPMENT IMPACT ANALYSIS

<u>Grades</u>	<u>Current Enrollment</u>	<u>Development Projection</u>	<u>Projected Enrollment</u>
TK to 6	1,081	3	1,084
7 to 8	312	1	313
9 to 12	642	2	644
Totals	2,035	6	2,041

Existing Facility Capacity

To determine the need for additional school facilities, the capacity of the existing facilities must be identified and compared to current and anticipated enrollments. The District's existing building capacity will be calculated using the State classroom loading standards shown in Table 6. The following types of "support-spaces" necessary for the conduct of the District's comprehensive educational program, are not included as "teaching stations," commonly known as "classrooms" to the public:

Table 5

List of Core and Support Facilities

Library	Resource Specialist
Multipurpose Room	Gymnasium
Office Area	Lunch Room
Staff Workroom	P.E. Facilities

Because the District requires these types of support facilities as part of its existing facility and curriculum standards at its schools, new development's impact must not materially or adversely affect the continuance of these standards. Therefore, new development cannot require that the District house students in these integral support spaces.

Classroom Loading Standards

The following maximum classroom loading-factors are used to determine teaching-station "capacity," in accordance with the State legislation and the State School Building Program. These capacity calculations are also used in preparing and filing the baseline school capacity statement with the Office of Public School Construction.

Table 6

State Classroom Loading Standards

TK/Kindergarten	25 Students/Classroom
1 st -3 rd Grades	25 Students/Classroom
4 th -6 th Grades	25 Students/Classroom
7 th -8 th Grades	27 Students/Classroom
9 th -12 th Grades	27 Students/Classroom

Existing Facility Capacity

The State determines the baseline capacity by either loading all permanent teaching stations plus a maximum number of portables equal to 25% of the number of permanent classrooms or by loading all permanent classrooms and only portables that are owned or have been leased for over 5 years. As allowed by law and required by the State, facility capacities are calculated by identifying the number of teaching stations at each campus. All qualified teaching stations are included in the calculation of the capacities. Using these guidelines the District's current State calculated capacity is shown in Table 7.

Table 7

Pacific Grove Unified School District Summary of Existing Facility Capacity							
<u>School Facility</u>	<u>Permanent Classrooms</u>	<u>Portable Classrooms</u>	<u>Chargeable Portables</u>	<u>Total Chargeable Classrooms</u>	<u>State Loading Factor</u>	<u>State Funded Projects</u>	<u>Total State Capacity</u>
Grades TK-6	64	15	15	79	25	0	1,975
Grades 7-8	24	4	4	28	27	0	756
Grades 9-12	35	2	2	37	27	0	999
Totals	123	21	21	144		0	3,730

This table shows a basic summary of the form and procedures used by OPSC (Office of Public School Construction) to determine the capacity of a school district. There are a total of 123 permanent classrooms in the District. In addition there are 21 portable classrooms. OPSC regulations state that if the number of portables exceeds 25% of the permanent classrooms, then the maximum number of portables to be counted in the baseline capacity is 25% of the permanent classrooms. Since the District has fewer portable classrooms than 25% of the permanent classrooms, all 21 portable classrooms are included in the baseline. This results in a total classroom count of 144 and is referred to as the chargeable classrooms. As Table 7 shows, the total State capacity of the District facilities is 3,730 students.

Unhoused Students by State Housing Standards

This next table compares the facility capacity with the space needed to determine if there is available space for new students from the projected developments. The space needed was determined by reviewing the historic enrollments over the past four years along with the projected enrollment in five years to determine the number of seats needed to house the students within the existing homes. The seats needed were determined individually for each

grade grouping. The projected enrollment in this analysis did not include the impact of any new housing units.

Table 8

**Pacific Grove Unified School District
Summary of Available District Capacity**

<u>School Facility</u>	<u>State Capacity</u>	<u>Space Needed</u>	<u>Available Capacity</u>
Grades TK-6	1,975	1,130	845
Grades 7-8	756	345	411
Grades 9-12	999	642	357
Totals	3,730	2,117	1,613

The District capacity of 3,730 is more than the space needed of 2,117, assuming the existing facilities remain in sufficient condition to maintain existing levels of service. The difference is 1,613 students.

Calculation of Development's Fiscal Impact on Schools

This section of the Study will demonstrate that a reasonable relationship exists between residential, commercial/industrial development and the need for school facilities in the Pacific Grove Unified School District. To the extent this relationship exists, the District is justified in levying developer fees as authorized by Education Code Section 17620.

Reconstruction/Modernization Costs

There is a need to reconstruct or modernize existing facilities in order to maintain the existing levels of service as students from new development continue to arrive in the District's facilities. In order to generate capacity, it may also be necessary to reopen closed school facilities. Such reopening often requires reconstruction in order to provide the District's existing level of service. For purposes of this report, the analysis of modernization/reconstruction includes the possible reopening and refurbishing of closed or unused school facilities.

California has made a significant investment in school facilities through grants provided to help extend the useful life of public schools. The State's largest funding source for public school modernization projects, the School Facilities Program (SFP), requires a minimum local funding contribution of 40% of SFP-eligible costs. The State may provide up to 60% of the eligible costs at those times that State funding is available. However, SFP modernization grants frequently, if not usually, fall short of providing 60% of the actual costs for major modernizations. In the best cases, developer fees can help meet the District's required 40% local share. In many cases, developer fees may be necessary to supplement both the State's and the school district's contribution to a project.

Buildings generate eligibility for State reconstruction/modernization funding once they reach an age of 25 years old for permanent buildings and 20 years old for portables.

The usable life of school facilities is an important consideration in determining district facility needs into the future. The specific time when the projected residential developments will be built cannot be precisely predicted. Some new homes may be immediately occupied by families with school aged children, while others may be immediately occupied who will have school-aged children in five to ten years. As a result of these variables, for each new home, the District must be prepared to house the students residing there for an extended period of time. Students generated by the next five years of development will need to be

accommodated in District schools for a significant amount of time that could exceed twenty years. Thus, the District will need to ensure that it has facilities in place for future decades.

As evidenced by the State Building program's use of the criteria that buildings older than twenty-five years (and portables older than twenty years) are eligible for modernization funds, school buildings require reconstruction/modernization to remain in use for students beyond the initial twenty to twenty-five years of life of those buildings. To the extent that the District has buildings older than twenty to twenty-five years old, the point will be reached without reconstruction/modernization that those buildings will no longer be able to provide the existing level of service to students, and may, in some circumstances, need to be closed entirely for health and safety reasons. However, because of the new development, reconstruction/modernization must occur in order to have available school housing for the new students from development.

The following table shows the District's eligibility for modernization/reconstruction funding in the State Building Program.

Table 9

Modernization Project Needs

<u>School</u>	<u>Eligible Modernization Grants</u>				<u>State Funding</u>	<u>District Share</u>	<u>Project Total</u>
	<u>Elem</u>	<u>Middle</u>	<u>High</u>	<u>Spec Ed</u>			
Forest Grove Elem	69	0	0	0	\$359,324	\$239,550	\$598,874
Robert Down Elem	491	0	0	0	\$2,297,448	\$1,531,632	\$3,829,080
Pacific Grove Middle	0	499	0	0	\$2,465,429	\$1,643,620	\$4,109,049
Pacific Grove High	0	0	50	0	\$357,843	\$238,562	\$596,404
TOTALS	560	499	50	0	\$5,480,044	\$3,653,363	\$9,133,407

Table 10

New Development Share of Modernization Costs

<u>Grade</u>	<u>Eligible Modernization Grants</u>	<u>New Development</u>		
		<u>Students</u>	<u>\$/Student</u>	<u>Amount</u>
TK-6	560	3	\$29,893	\$89,679
7-8	499	1	\$36,884	\$36,884
9-12	50	2	\$41,072	\$82,144
Totals	1,109	6		\$208,707

Includes students from new developments not housed in new facilities.
Amounts based on State OPSC budgets for new construction projects.

This data is used to show that there are significant needs within the school District to invest in its existing facilities. Without modernizing its schools, the District could be forced to begin closing some of its buildings and schools.

To accurately account for the amount of the modernization projects attributed to the impact of new developments, only the students from new developments that were not already housed in new facilities are included in the net needs for modernization projects. As can be seen in the charts, the net modernization needs due to new development impacts are much less than the total District modernization needs.

Impact of New Residential Development

This next table compares the development-related enrollment to the available district capacity for each grade level and then multiplies the unhoused students by the new school construction costs to determine the total school facility costs related to the impact of new residential housing developments.

The modernization needs are included for the students not housed in new facilities but who would be housed in existing facilities that are eligible for and need to be modernized to provide adequate housing and to maintain the existing level of service for the students generated by development.

Table 11

**Pacific Grove Unified School District
Summary of Residential Impact**

<u>School Facility</u>	<u>Development Projection</u>	<u>Available Space</u>	<u>Net Unhoused</u>	<u>Construction Cost Per Student</u>	<u>Total Facility Costs</u>
Elementary	3	845	0	\$23,550	\$0
Middle	1	411	0	\$24,966	\$0
High & Cont.	2	357	0	\$31,676	\$0
Site Purchase: 0.0 acres					\$0
Site Development:					\$0
New Construction Needs:					\$0
Modernization Needs:					\$208,707
TOTAL NEEDS:					\$208,707
Average cost per student:					\$34,785

The total need for school facilities based solely on the impact of the 25 new housing units projected over the next five years totals \$208,707. To determine the impact per square foot of residential development, this amount is divided by the total square feet of the projected developments. As calculated from the historic Developer Fee Permits, the average size home built has averaged 2,161 square feet. The total area for 25 new homes would therefore be 54,025 square feet. The total residential fee needed to be able to collect \$208,707 would be **\$3.86** per square foot.

Impact of Other Residential Development

In addition to new residential development projects that typically include new single family homes and new multi-family units, the District can also be impacted by additional types of new development projects. These include but are not limited to redevelopment projects, additions to existing housing units, and replacement of existing housing units with new housing units.

These development projects are still residential projects and therefore it is reasonable to assume they would have the same monetary impacts per square foot as the new residential

development projects. However, the net impact is reduced due to the fact that there was a previous residential building in its place. Therefore, the development impact fees should only be charged for other residential developments if the new building(s) exceed the square footage area of the previous building(s). If the new building is larger than the existing building, then it is reasonable to assume that additional students could be generated by the project. The project would only pay for the development impact fees for the net increase in assessable space generated by the development project. Education Code allows for an exemption from development impacts fees for any additions to existing residential structures that are 500 square feet or less.

Impact of Commercial/Industrial Development

There is a correlation between the growth of commercial/industrial firms/facilities within a community and the generation of school students within most business service areas. Fees for commercial/industrial can only be imposed if the residential fees will not fully mitigate the cost of providing school facilities to students from new development.

The approach utilized in this section is to apply statutory standards, U.S. Census employment statistics, and local statistics to determine the impact of future commercial/industrial development projects on the District. Many of the factors used in this analysis were taken from the U.S. Census, which remains the most complete and authoritative source of information on the community in addition to the "1990 SanDAG Traffic Generators Report".

Employees per Square Foot of Commercial Development

Results from a survey published by the San Diego Association of Governments "1990 San DAG Traffic Generators" are used to establish numbers of employees per square foot of building area to be anticipated in new commercial or industrial development projects. The average number of workers per 1,000 square feet of area ranges from 0.06 for Rental Self Storage to 4.79 for Standard Commercial Offices. The generation factors from that report are shown in the following table.

Table 12

Commercial/Industrial Category	Average Square Foot Per Employee	Employees Per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Commercial Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report

Students per Employee

The number of students per employee is determined by using the 2008-2012 American Community Survey 5-Year Estimates for the District. There were 8,308 employees and 8,283 homes in the District. This represents a ratio of 1.003 employees per home.

There were 1,855 school age children living in the District in 2010. This is a ratio of 0.2233 students per employee. This ratio, however, must be reduced by including only the percentage of employees that worked in their community of residence (41.4%), because only those employees living in the District will impact the District's school facilities with their children. The net ratio of students per employee in the District is 0.0924.

School Facilities Cost per Student

Facility costs for housing commercially generated students are the same as those used for residential construction. The cost factors used to assess the impact from commercial development projects are contained in Table 11.

Residential Offset

When additional employees are generated in the District as a result of new commercial/ industrial development, fees will also be charged on the residential units necessary to provide housing for the employees living in the District. To prevent a commercial or industrial development from paying for the portion of the impact that will be covered by the residential fee, this amount has been calculated and deducted from each category. The residential offset

amount is calculated by multiplying the following factors together and dividing by 1,000 (to convert from cost per 1,000 square feet to cost per square foot).

- Employees per 1,000 square feet (varies from a low of 0.06 for rental self storage to a high of 4.79 for office building).
- Percentage of employees that worked in their community of residence (41.4 percent).
- Housing units per employee (0.997). This was derived from the 2008-2012 ACS 5 Year Estimates data for the District, which indicates there were 8,283 housing units and 8,308 employees.
- Percentage of employees that will occupy new housing units (75 percent).
- Average square feet per dwelling unit (2,161).
- Residential fee charged by the District (\$3.79 per square foot).
- Average cost per student was determined in Table 11.

The following table shows the calculation of the school facility costs generated by a square foot of new commercial/industrial development for each category of development.

Table 13

**Pacific Grove Unified School District
Summary of Commercial and Industrial Uses**

Type	Employees per 1,000 Sq. Ft.	Students per Employee	Students per 1,000 Sq. Ft.	Average Cost per Student	Cost per Sq. Ft.	Residential offset per Sq. Ft.	Net Cost per Sq. Ft.
Banks	2.83	0.0924	0.262	\$34,785	\$9.10	\$7.18	\$1.92
Community Shopping Centers	1.53	0.0924	0.141	\$34,785	\$4.92	\$3.88	\$1.04
Neighborhood Shopping Centers	2.71	0.0924	0.251	\$34,785	\$8.71	\$6.87	\$1.84
Industrial Business Parks	3.52	0.0924	0.325	\$34,785	\$11.32	\$8.92	\$2.39
Industrial Parks	1.35	0.0924	0.125	\$34,785	\$4.34	\$3.42	\$0.92
Rental Self Storage	0.06	0.0924	0.006	\$34,785	\$0.19	\$0.15	\$0.04
Scientific Research & Development	3.04	0.0924	0.281	\$34,785	\$9.77	\$7.71	\$2.07
Lodging	1.13	0.0924	0.104	\$34,785	\$3.63	\$2.87	\$0.77
Standard Commercial Office	4.79	0.0924	0.443	\$34,785	\$15.40	\$12.14	\$3.26
Large High Rise Commercial Office	4.31	0.0924	0.398	\$34,785	\$13.86	\$10.93	\$2.93
Corporate Offices	2.69	0.0924	0.249	\$34,785	\$8.65	\$6.82	\$1.83
Medical Offices	4.27	0.0924	0.395	\$34,785	\$13.73	\$10.83	\$2.90

*Based on 1990 SanDAG Traffic Generator Report

Net Cost per Square Foot

Since the State Maximum Fee is now \$0.61 for commercial/industrial construction, the District is justified in collecting the maximum fee for all categories with the exception of Rental Self Storage. The District can only justify collection of \$0.04 per square foot of Rental Self Storage construction.

Verifying the Sufficiency of the Development Impact

Education Code Section 17620 requires districts to find that fee revenues will not exceed the cost of providing school facilities to the students generated by the development paying the fees. This section shows that the fee revenues do not exceed the impact of the new development.

The total need for school facilities resulting from new development totals \$208,707. The amount the District would collect over the five year period at the maximum rate of \$3.79 for residential and \$0.61 for commercial/industrial development would be as follows:

$\$3.79 \times 25 \text{ homes} \times 2,161 \text{ sq ft per home} = \$204,755$ for Residential

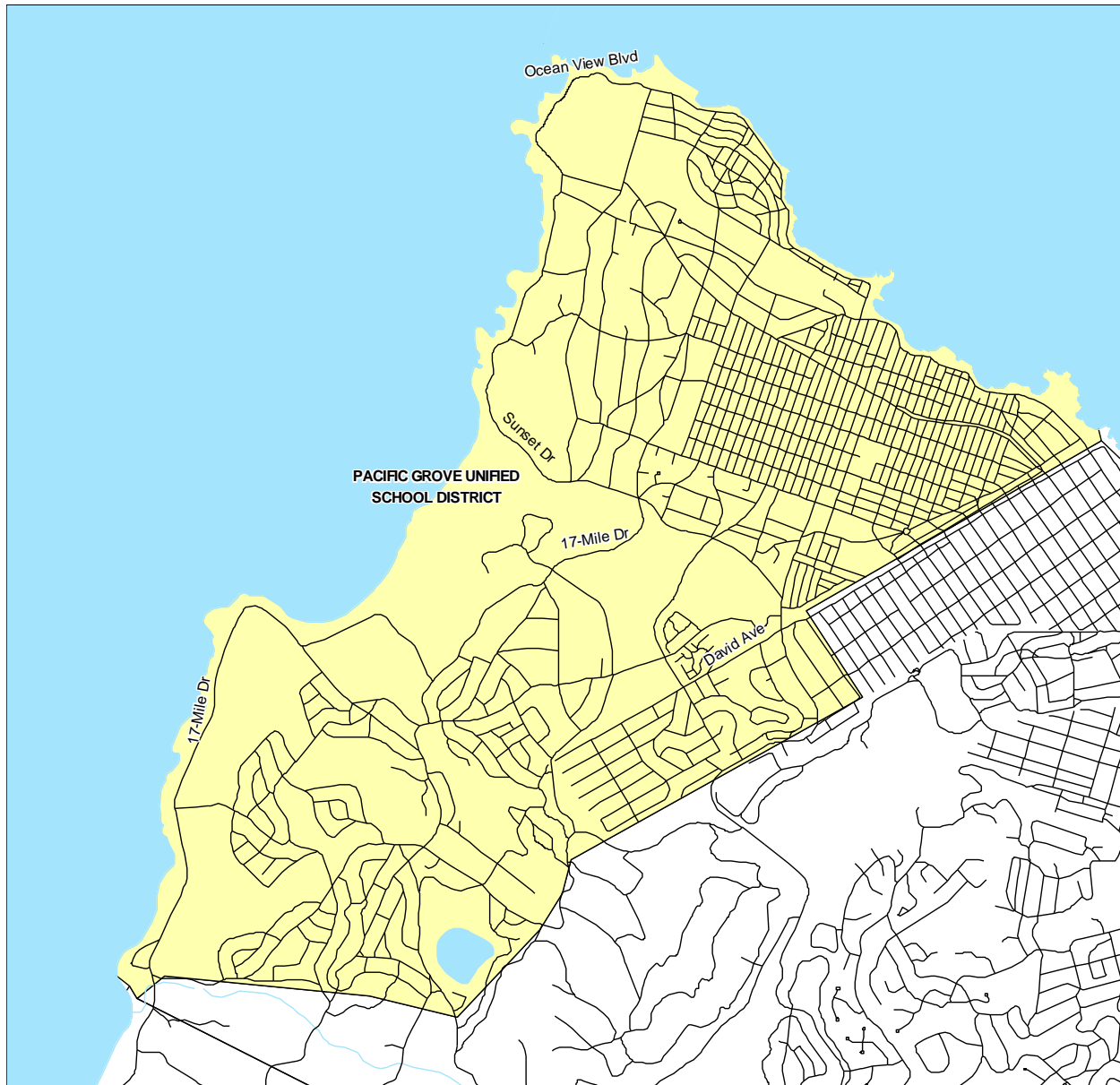
$\$0.61 \times 1,000 \text{ sq ft per year} \times 5 \text{ years} = \$3,050$ for Commercial/Industrial

Total projected 5 year income: \$207,805

The estimated income is less than the projected facility needs due to the impact of new development projects.

District Map

The following map shows the extent of the areas for which development fees are applicable to the Pacific Grove Unified School District.



Conclusion

Based on the data contained in this Study, it is found that a reasonable relationship exists between residential, commercial/industrial development and the need for school facilities in the Pacific Grove Unified School District. The following three nexus tests required to show justification for levying fees have been met:

Burden Nexus: New residential development will generate an average of 0.2569 TK-12 grade students per unit. Because the District does not have adequate facilities for all the students generated by new developments, the District will need to build additional facilities and/or modernize/reconstruct the existing facilities in order to maintain existing level of services in which the new students will be housed.

Cost Nexus: The cost to provide new and reconstructed facilities is an average of \$3.86 per square foot of residential development. Each square foot of residential development will generate \$3.79 in developer fees resulting in a shortfall of \$0.07 per square foot.

Benefit Nexus: The developer fees to be collected by the Pacific Grove Unified School District will be used for the provision of additional and reconstructed or modernized school facilities. This will benefit the students to be generated by new development by providing them with adequate educational school facilities.

The District's planned use of the fees received from development impacts will include the following types of projects, each of which will benefit students from new developments.

- 1) New Schools: When there is enough development activity occurring in a single area, the District will build a new school to house the students from new developments.
- 2) Additions to Existing Schools: When infill development occurs, the District will accommodate students at existing schools by building needed classrooms and/or support facilities such as cafeterias, restrooms, gyms and libraries as needed to increase the school capacity. Schools may also need upgrades of the technology and tele-communication systems to be able to increase their capacity.

- 3) Portable Replacement Projects: Some of the District's capacity is in temporary portables and therefore may not be included in the State's capacity calculations. These portables can be replaced with new permanent or modular classrooms to provide adequate space for students from new developments. These projects result in an increase to the facility capacity according to State standards. In addition, old portables that have reached the end of their life expectancy, will need to be replaced to maintain the existing level of service. These types of projects are considered modernization projects in the State Building Program. If development impacts did not exist, the old portables could be removed.
- 4) Modernization/Upgrade Projects: In many cases, students from new developments are not located in areas where new schools are planned to be built. The District plans to modernize or upgrade older schools to be equivalent to new schools so students will be housed in equitable facilities to those students housed in new schools. These projects may include updates to the building structures to meet current building standards, along with upgrades to the current fire and safety standards and any access compliance standards.

The District plans to use the developer fees to assist with high priority projects with estimated costs of \$2,370,000 in addition to medium priority projects estimated at \$1,769,200. All of these projects represent typical modernization scope of work located at all of the District schools.

The reasonable relationship identified by these findings provides the required justification for the Pacific Grove Unified School District to levy the maximum fees of **\$3.79** per square foot for residential construction and **\$0.61** per square foot for commercial/industrial construction, except for Rental Self Storage facilities in which a fee of **\$0.04** per square foot is justified as authorized by Education Code Section 17620.

Appendices

2018 Developer Fee Justification Study

Pacific Grove Unified School District

ENROLLMENT CERTIFICATION/PROJECTION

SAB 50-01 (REV 05/09)

SCHOOL DISTRICT

FIVE DIGIT DISTRICT CODE NUMBER (see *California Public School Directory*)

COUNTY

HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: ☐ Fifth-Year Enrollment Projection ☐ Tenth-Year Enrollment ProjectionHSAA Districts Only - Check one: ☐ Attendance ☐ Residency☐ Residency - COS Districts Only - (Fifth Year Projection Only)☐ Modified Weighting (Fifth-Year Projection Only)☐ Alternate Weighting - (Fill in boxes to the right):

3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current

Part G. Number of New Dwelling Units

(Fifth-Year Projection Only)

Part H. District Student Yield Factor

(Fifth-Year Projection Only)

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

TELEPHONE NUMBER

E-MAIL ADDRESS

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
K	/	/	/	/	/	/	/	/
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
TOTAL								

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9								
10								
11								
12								
TOTAL								

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	/	/	/	/

Part F. Birth Data - (Fifth-Year Projection Only)

☐ County Birth Data ☐ Birth Data by District ZIP Codes☐ Estimate ☐ Estimate ☐ Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current



DP04

SELECTED HOUSING CHARACTERISTICS

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Pacific Grove Unified School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
HOUSING OCCUPANCY				
Total housing units	9,976	+/-402	9,976	(X)
Occupied housing units	8,283	+/-342	83.0%	+/-2.2
Vacant housing units	1,693	+/-250	17.0%	+/-2.2
Homeowner vacancy rate	2.0	+/-1.6	(X)	(X)
Rental vacancy rate	4.5	+/-2.6	(X)	(X)
UNITS IN STRUCTURE				
Total housing units	9,976	+/-402	9,976	(X)
1-unit, detached	6,587	+/-416	66.0%	+/-2.7
1-unit, attached	621	+/-163	6.2%	+/-1.6
2 units	393	+/-124	3.9%	+/-1.3
3 or 4 units	730	+/-201	7.3%	+/-2.0
5 to 9 units	560	+/-160	5.6%	+/-1.6
10 to 19 units	368	+/-130	3.7%	+/-1.3
20 or more units	591	+/-122	5.9%	+/-1.3
Mobile home	126	+/-45	1.3%	+/-0.5
Boat, RV, van, etc.	0	+/-20	0.0%	+/-0.4
YEAR STRUCTURE BUILT				
Total housing units	9,976	+/-402	9,976	(X)
Built 2010 or later	0	+/-20	0.0%	+/-0.4
Built 2000 to 2009	348	+/-140	3.5%	+/-1.4
Built 1990 to 1999	400	+/-131	4.0%	+/-1.3
Built 1980 to 1989	701	+/-153	7.0%	+/-1.5
Built 1970 to 1979	1,500	+/-250	15.0%	+/-2.5
Built 1960 to 1969	1,635	+/-230	16.4%	+/-2.2
Built 1950 to 1959	1,942	+/-236	19.5%	+/-2.3
Built 1940 to 1949	1,018	+/-175	10.2%	+/-1.8
Built 1939 or earlier	2,432	+/-282	24.4%	+/-2.5
ROOMS				
Total housing units	9,976	+/-402	9,976	(X)

Subject	Pacific Grove Unified School District, California				Action/Discussion Item A
	Estimate	Margin of Error	Percent	Percent Margin of Error	
1 room	204	+/-110	2.0%	+/-1.1	
2 rooms	438	+/-126	4.4%	+/-1.3	
3 rooms	1,068	+/-200	10.7%	+/-1.9	
4 rooms	2,213	+/-243	22.2%	+/-2.4	
5 rooms	2,072	+/-304	20.8%	+/-2.7	
6 rooms	1,654	+/-255	16.6%	+/-2.4	
7 rooms	1,130	+/-200	11.3%	+/-2.0	
8 rooms	652	+/-147	6.5%	+/-1.4	
9 rooms or more	545	+/-137	5.5%	+/-1.4	
Median rooms	5.0	+/-0.1	(X)	(X)	
BEDROOMS					
Total housing units	9,976	+/-402	9,976	(X)	
No bedroom	254	+/-117	2.5%	+/-1.2	
1 bedroom	1,589	+/-255	15.9%	+/-2.5	
2 bedrooms	3,673	+/-333	36.8%	+/-2.9	
3 bedrooms	3,157	+/-336	31.6%	+/-2.8	
4 bedrooms	1,132	+/-217	11.3%	+/-2.3	
5 or more bedrooms	171	+/-61	1.7%	+/-0.6	
HOUSING TENURE					
Occupied housing units	8,283	+/-342	8,283	(X)	
Owner-occupied	4,378	+/-344	52.9%	+/-3.0	
Renter-occupied	3,905	+/-256	47.1%	+/-3.0	
Average household size of owner-occupied unit	2.20	+/-0.11	(X)	(X)	
Average household size of renter-occupied unit	2.11	+/-0.12	(X)	(X)	
YEAR HOUSEHOLDER MOVED INTO UNIT					
Occupied housing units	8,283	+/-342	8,283	(X)	
Moved in 2010 or later	987	+/-186	11.9%	+/-2.3	
Moved in 2000 to 2009	3,875	+/-322	46.8%	+/-3.4	
Moved in 1990 to 1999	1,588	+/-262	19.2%	+/-3.0	
Moved in 1980 to 1989	645	+/-145	7.8%	+/-1.6	
Moved in 1970 to 1979	682	+/-134	8.2%	+/-1.5	
Moved in 1969 or earlier	506	+/-103	6.1%	+/-1.2	
VEHICLES AVAILABLE					
Occupied housing units	8,283	+/-342	8,283	(X)	
No vehicles available	376	+/-103	4.5%	+/-1.3	
1 vehicle available	3,539	+/-318	42.7%	+/-3.1	
2 vehicles available	3,202	+/-293	38.7%	+/-3.1	
3 or more vehicles available	1,166	+/-173	14.1%	+/-2.1	
HOUSE HEATING FUEL					
Occupied housing units	8,283	+/-342	8,283	(X)	
Utility gas	6,648	+/-357	80.3%	+/-2.7	
Bottled, tank, or LP gas	98	+/-50	1.2%	+/-0.6	
Electricity	1,380	+/-221	16.7%	+/-2.6	
Fuel oil, kerosene, etc.	0	+/-20	0.0%	+/-0.5	
Coal or coke	0	+/-20	0.0%	+/-0.5	
Wood	76	+/-53	0.9%	+/-0.6	
Solar energy	0	+/-20	0.0%	+/-0.5	
Other fuel	33	+/-34	0.4%	+/-0.4	
No fuel used	48	+/-41	0.6%	+/-0.5	
SELECTED CHARACTERISTICS					
Occupied housing units	8,283	+/-342	8,283	(X)	
Lacking complete plumbing facilities	0	+/-20	0.0%	+/-0.5	

Subject	Pacific Grove Unified School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Lacking complete kitchen facilities	38	+/-26	0.5%	+/-0.3
No telephone service available	371	+/-145	4.5%	+/-1.8
OCCUPANTS PER ROOM				
Occupied housing units	8,283	+/-342	8,283	(X)
1.00 or less	8,164	+/-356	98.6%	+/-0.7
1.01 to 1.50	108	+/-54	1.3%	+/-0.7
1.51 or more	11	+/-17	0.1%	+/-0.2
VALUE				
Owner-occupied units	4,378	+/-344	4,378	(X)
Less than \$50,000	45	+/-32	1.0%	+/-0.7
\$50,000 to \$99,999	48	+/-41	1.1%	+/-0.9
\$100,000 to \$149,999	10	+/-15	0.2%	+/-0.3
\$150,000 to \$199,999	36	+/-30	0.8%	+/-0.7
\$200,000 to \$299,999	186	+/-83	4.2%	+/-1.8
\$300,000 to \$499,999	546	+/-121	12.5%	+/-2.5
\$500,000 to \$999,999	2,457	+/-225	56.1%	+/-3.4
\$1,000,000 or more	1,050	+/-178	24.0%	+/-3.5
Median (dollars)	756,200	+/-31,623	(X)	(X)
MORTGAGE STATUS				
Owner-occupied units	4,378	+/-344	4,378	(X)
Housing units with a mortgage	2,761	+/-253	63.1%	+/-3.4
Housing units without a mortgage	1,617	+/-201	36.9%	+/-3.4
SELECTED MONTHLY OWNER COSTS (SMOC)				
Housing units with a mortgage	2,761	+/-253	2,761	(X)
Less than \$300	0	+/-20	0.0%	+/-1.3
\$300 to \$499	16	+/-21	0.6%	+/-0.7
\$500 to \$699	58	+/-40	2.1%	+/-1.4
\$700 to \$999	153	+/-61	5.5%	+/-2.1
\$1,000 to \$1,499	242	+/-84	8.8%	+/-2.9
\$1,500 to \$1,999	360	+/-101	13.0%	+/-3.3
\$2,000 or more	1,932	+/-210	70.0%	+/-4.4
Median (dollars)	2,654	+/-188	(X)	(X)
Housing units without a mortgage	1,617	+/-201	1,617	(X)
Less than \$100	15	+/-22	0.9%	+/-1.4
\$100 to \$199	71	+/-47	4.4%	+/-2.8
\$200 to \$299	188	+/-71	11.6%	+/-4.3
\$300 to \$399	271	+/-82	16.8%	+/-5.1
\$400 or more	1,072	+/-183	66.3%	+/-6.7
Median (dollars)	537	+/-67	(X)	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME (SMOCAPI)				
Housing units with a mortgage (excluding units where SMOCAPI cannot be computed)	2,733	+/-257	2,733	(X)
Less than 20.0 percent	773	+/-150	28.3%	+/-4.7
20.0 to 24.9 percent	284	+/-91	10.4%	+/-2.9
25.0 to 29.9 percent	434	+/-128	15.9%	+/-4.6
30.0 to 34.9 percent	232	+/-87	8.5%	+/-3.2
35.0 percent or more	1,010	+/-178	37.0%	+/-5.5
Not computed	28	+/-30	(X)	(X)
Housing unit without a mortgage (excluding units where SMOCAPI cannot be computed)	1,602	+/-200	1,602	(X)
Less than 10.0 percent	791	+/-138	49.4%	+/-7.0

Subject	Pacific Grove Unified School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
10.0 to 14.9 percent	286	+/-77	17.9%	+/-4.6
15.0 to 19.9 percent	74	+/-43	4.6%	+/-2.7
20.0 to 24.9 percent	97	+/-49	6.1%	+/-3.0
25.0 to 29.9 percent	79	+/-49	4.9%	+/-2.9
30.0 to 34.9 percent	0	+/-20	0.0%	+/-2.3
35.0 percent or more	275	+/-119	17.2%	+/-6.6
Not computed	15	+/-24	(X)	(X)
GROSS RENT				
Occupied units paying rent	3,745	+/-265	3,745	(X)
Less than \$200	25	+/-27	0.7%	+/-0.7
\$200 to \$299	19	+/-22	0.5%	+/-0.6
\$300 to \$499	22	+/-26	0.6%	+/-0.7
\$500 to \$749	109	+/-83	2.9%	+/-2.2
\$750 to \$999	291	+/-94	7.8%	+/-2.4
\$1,000 to \$1,499	1,565	+/-212	41.8%	+/-5.0
\$1,500 or more	1,714	+/-244	45.8%	+/-5.6
Median (dollars)	1,434	+/-80	(X)	(X)
No rent paid	160	+/-72	(X)	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRAPI)				
Occupied units paying rent (excluding units where GRAPI cannot be computed)	3,681	+/-268	3,681	(X)
Less than 15.0 percent	464	+/-139	12.6%	+/-3.7
15.0 to 19.9 percent	355	+/-112	9.6%	+/-2.9
20.0 to 24.9 percent	511	+/-154	13.9%	+/-3.9
25.0 to 29.9 percent	481	+/-136	13.1%	+/-3.6
30.0 to 34.9 percent	577	+/-149	15.7%	+/-4.0
35.0 percent or more	1,293	+/-199	35.1%	+/-5.2
Not computed	224	+/-108	(X)	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The median gross rent excludes no cash renters.

In prior years, the universe included all owner-occupied units with a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all owner-occupied units without a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all renter-occupied units. It is now restricted to include only those units where GRAPI is computed, that is, gross rent and household income are valid values.

The 2007, 2008, 2009, 2010, 2011, and 2012 plumbing data for Puerto Rico will not be shown. Research indicates that the questions on plumbing facilities that were introduced in 2008 in the stateside American Community Survey and the 2008 Puerto Rico Community Survey may not have been appropriate for Puerto Rico.

Median calculations for base table sourcing VAL, MHC, SMOC, and TAX should exclude zero values.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '****' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



S0802

MEANS OF TRANSPORTATION TO WORK BY SELECTED CHARACTERISTICS

2013-2017 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Subject	Pacific Grove Unified School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpooled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Workers 16 years and over	8,308	+/-412	6,378	+/-394	596
AGE					
16 to 19 years	1.8%	+/-1.1	1.6%	+/-1.1	0.0%
20 to 24 years	4.8%	+/-1.7	4.5%	+/-1.8	7.0%
25 to 44 years	38.0%	+/-3.3	38.1%	+/-3.9	49.5%
45 to 54 years	20.4%	+/-2.5	21.1%	+/-3.0	22.5%
55 to 59 years	12.5%	+/-2.0	13.3%	+/-2.4	8.4%
60 years and over	22.5%	+/-2.5	21.5%	+/-2.5	12.6%
Median age (years)	47.0	+/-1.4	47.0	+/-1.7	40.7
SEX					
Male	47.3%	+/-2.2	48.3%	+/-2.8	41.9%
Female	52.7%	+/-2.2	51.7%	+/-2.8	58.1%
RACE AND HISPANIC OR LATINO ORIGIN					
One race	97.0%	+/-1.3	96.8%	+/-1.6	99.0%
White	87.3%	+/-2.4	87.4%	+/-2.5	83.9%
Black or African American	1.0%	+/-0.6	1.0%	+/-0.7	2.0%
American Indian and Alaska Native	0.4%	+/-0.5	0.6%	+/-0.6	0.0%
Asian	6.5%	+/-2.0	6.1%	+/-1.7	10.2%
Native Hawaiian and Other Pacific Islander	0.0%	+/-0.4	0.0%	+/-0.5	0.0%
Some other race	1.7%	+/-0.8	1.7%	+/-1.0	2.9%
Two or more races	3.0%	+/-1.3	3.2%	+/-1.6	1.0%
Hispanic or Latino origin (of any race)	12.1%	+/-2.6	13.4%	+/-3.1	10.4%
White alone, not Hispanic or Latino	77.5%	+/-2.9	76.2%	+/-3.5	76.3%
NATIVITY AND CITIZENSHIP STATUS					
Native	86.9%	+/-2.7	87.9%	+/-2.4	79.0%
Foreign born	13.1%	+/-2.7	12.1%	+/-2.4	21.0%
Naturalized U.S. citizen	8.5%	+/-2.0	9.4%	+/-2.3	9.6%

Subject	Pacific Grove Unified School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpooled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Not a U.S. citizen	4.6%	+/-1.6	2.7%	+/-1.3	11.4%
LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH					
Speak language other than English	17.4%	+/-3.2	16.5%	+/-3.4	26.3%
Speak English "very well"	12.6%	+/-2.6	12.2%	+/-2.9	19.0%
Speak English less than "very well"	4.8%	+/-1.4	4.2%	+/-1.4	7.4%
EARNINGS IN THE PAST 12 MONTHS (IN 2017 INFLATION-ADJUSTED DOLLARS) FOR WORKERS					
Workers 16 years and over with earnings	8,308	+/-412	6,378	+/-394	596
\$1 to \$9,999 or less	11.5%	+/-2.1	8.2%	+/-2.2	19.6%
\$10,000 to \$14,999	5.7%	+/-1.8	6.0%	+/-2.0	0.8%
\$15,000 to \$24,999	10.8%	+/-1.7	9.3%	+/-1.9	17.4%
\$25,000 to \$34,999	8.4%	+/-2.0	8.2%	+/-2.3	8.1%
\$35,000 to \$49,999	14.3%	+/-2.6	15.9%	+/-3.0	16.3%
\$50,000 to \$64,999	10.6%	+/-2.0	10.2%	+/-2.3	10.7%
\$65,000 to \$74,999	6.3%	+/-1.9	7.4%	+/-2.2	3.9%
\$75,000 or more	32.3%	+/-3.2	34.8%	+/-3.7	23.2%
Median earnings (dollars)	48,555	+/-5,925	52,712	+/-6,692	36,875
POVERTY STATUS IN THE PAST 12 MONTHS					
Workers 16 years and over for whom poverty status is determined	8,308	+/-412	6,378	+/-394	596
Below 100 percent of the poverty level	3.6%	+/-1.4	2.4%	+/-1.0	3.2%
100 to 149 percent of the poverty level	4.3%	+/-1.7	4.3%	+/-1.7	2.9%
At or above 150 percent of the poverty level	92.1%	+/-2.3	93.3%	+/-2.0	94.0%
Workers 16 years and over	8,308	+/-412	6,378	+/-394	596
OCCUPATION					
Management, business, science, and arts occupations	51.5%	+/-3.4	50.1%	+/-4.0	49.2%
Service occupations	14.5%	+/-2.4	14.4%	+/-2.5	21.1%
Sales and office occupations	21.4%	+/-2.7	21.4%	+/-3.2	21.0%
Natural resources, construction, and maintenance occupations	5.9%	+/-1.8	6.9%	+/-2.2	5.4%
Production, transportation, and material moving occupations	4.4%	+/-1.2	4.4%	+/-1.5	2.5%
Military specific occupations	2.4%	+/-1.1	2.9%	+/-1.4	0.8%
INDUSTRY					
Agriculture, forestry, fishing and hunting, and mining	1.2%	+/-0.6	1.1%	+/-0.6	1.5%
Construction	5.9%	+/-1.8	6.3%	+/-2.1	5.4%
Manufacturing	3.6%	+/-1.0	3.3%	+/-0.9	3.5%
Wholesale trade	1.6%	+/-0.9	2.1%	+/-1.2	0.0%
Retail trade	8.4%	+/-1.5	8.5%	+/-1.9	0.0%
Transportation and warehousing, and utilities	2.0%	+/-0.8	1.7%	+/-0.8	5.5%
Information and finance and insurance, and real estate and rental and leasing	9.2%	+/-1.8	8.3%	+/-1.9	9.4%
Professional, scientific, management, and administrative and waste management services	12.2%	+/-1.8	9.6%	+/-1.6	15.9%
Educational services, and health care and social assistance	27.9%	+/-3.0	30.0%	+/-3.2	31.7%
Arts, entertainment, and recreation, and accommodation and food services	15.4%	+/-2.8	15.6%	+/-3.3	13.8%
Other services (except public administration)	2.6%	+/-0.9	2.7%	+/-1.1	3.7%
Public administration	6.5%	+/-1.5	6.7%	+/-1.6	7.9%
Armed forces	3.6%	+/-1.3	4.2%	+/-1.6	1.7%
CLASS OF WORKER					
Private wage and salary workers	60.3%	+/-3.5	63.2%	+/-3.7	53.9%

Subject	Pacific Grove Unified School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpooled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Government workers	25.0%	+/-2.9	27.6%	+/-3.3	24.0%
Self-employed workers in own not incorporated business	14.7%	+/-2.7	9.2%	+/-2.1	22.1%
Unpaid family workers	0.0%	+/-0.4	0.0%	+/-0.5	0.0%
PLACE OF WORK					
Worked in state of residence	99.5%	+/-0.4	99.4%	+/-0.5	100.0%
Worked in county of residence	91.1%	+/-1.9	89.7%	+/-2.2	88.8%
Worked outside county of residence	8.4%	+/-1.9	9.7%	+/-2.1	11.2%
Worked outside state of residence	0.5%	+/-0.4	0.6%	+/-0.5	0.0%
Workers 16 years and over who did not work at home	7,461	+/-407	6,378	+/-394	596
TIME LEAVING HOME TO GO TO WORK					
12:00 a.m. to 4:59 a.m.	1.8%	+/-0.9	2.0%	+/-1.0	0.0%
5:00 a.m. to 5:29 a.m.	2.5%	+/-1.1	2.7%	+/-1.2	2.0%
5:30 a.m. to 5:59 a.m.	1.6%	+/-0.7	1.4%	+/-0.7	0.0%
6:00 a.m. to 6:29 a.m.	6.6%	+/-1.6	7.1%	+/-1.8	4.7%
6:30 a.m. to 6:59 a.m.	5.9%	+/-1.4	6.6%	+/-1.5	0.8%
7:00 a.m. to 7:29 a.m.	14.9%	+/-2.2	14.7%	+/-2.3	19.3%
7:30 a.m. to 7:59 a.m.	16.9%	+/-3.0	17.7%	+/-3.4	14.3%
8:00 a.m. to 8:29 a.m.	14.6%	+/-2.7	15.0%	+/-2.9	15.8%
8:30 a.m. to 8:59 a.m.	6.1%	+/-1.6	6.5%	+/-1.8	3.7%
9:00 a.m. to 11:59 p.m.	29.0%	+/-3.0	26.2%	+/-3.2	39.4%
TRAVEL TIME TO WORK					
Less than 10 minutes	21.9%	+/-3.1	20.8%	+/-3.3	30.0%
10 to 14 minutes	19.5%	+/-2.8	19.0%	+/-3.2	27.0%
15 to 19 minutes	21.7%	+/-2.6	23.3%	+/-2.9	7.0%
20 to 24 minutes	14.3%	+/-2.5	14.7%	+/-2.7	11.4%
25 to 29 minutes	1.8%	+/-0.7	2.0%	+/-0.9	0.0%
30 to 34 minutes	5.1%	+/-1.2	4.5%	+/-1.2	9.7%
35 to 44 minutes	6.4%	+/-1.6	5.9%	+/-1.6	13.4%
45 to 59 minutes	3.7%	+/-1.2	4.1%	+/-1.4	1.3%
60 or more minutes	5.6%	+/-1.7	5.6%	+/-1.7	0.0%
Mean travel time to work (minutes)	20.3	+/-1.4	20.6	+/-1.6	16.2
Workers 16 years and over in households	8,271	+/-406	6,369	+/-393	596
HOUSING TENURE					
Owner-occupied housing units	46.2%	+/-4.3	44.8%	+/-4.5	50.3%
Renter-occupied housing units	53.8%	+/-4.3	55.2%	+/-4.5	49.7%
VEHICLES AVAILABLE					
No vehicle available	2.6%	+/-1.4	1.8%	+/-1.1	0.0%
1 vehicle available	24.2%	+/-3.0	25.1%	+/-3.8	12.6%
2 vehicles available	41.3%	+/-4.3	42.1%	+/-4.7	49.0%
3 or more vehicles available	31.9%	+/-4.7	31.1%	+/-4.5	38.4%
PERCENT ALLOCATED					
Means of transportation to work	8.2%	(X)	(X)	(X)	(X)
Time leaving home to go to work	16.0%	(X)	(X)	(X)	(X)
Travel time to work	10.7%	(X)	(X)	(X)	(X)
Vehicles available	0.5%	(X)	(X)	(X)	(X)

Subject	Pacific Grove Unified School District, California		
	Car, truck, or van -- carpooled	Public transportation (excluding taxicab)	
	Margin of Error	Estimate	Margin of Error
Workers 16 years and over	+/-159	35	+/-26
AGE			
16 to 19 years	+/-5.7	0.0%	+/-52.0
20 to 24 years	+/-5.0	0.0%	+/-52.0
25 to 44 years	+/-14.6	65.7%	+/-36.3
45 to 54 years	+/-11.6	0.0%	+/-52.0
55 to 59 years	+/-9.1	14.3%	+/-25.0
60 years and over	+/-7.3	20.0%	+/-28.3
Median age (years)	+/-7.2	40.5	+/-20.1
SEX			
Male	+/-10.0	31.4%	+/-40.6
Female	+/-10.0	68.6%	+/-40.6
RACE AND HISPANIC OR LATINO ORIGIN			
One race	+/-1.6	100.0%	+/-52.0
White	+/-8.0	100.0%	+/-52.0
Black or African American	+/-3.6	0.0%	+/-52.0
American Indian and Alaska Native	+/-5.7	0.0%	+/-52.0
Asian	+/-8.4	0.0%	+/-52.0
Native Hawaiian and Other Pacific Islander	+/-5.7	0.0%	+/-52.0
Some other race	+/-3.6	0.0%	+/-52.0
Two or more races	+/-1.6	0.0%	+/-52.0
Hispanic or Latino origin (of any race)	+/-8.1	0.0%	+/-52.0
White alone, not Hispanic or Latino	+/-9.4	100.0%	+/-52.0
NATIVITY AND CITIZENSHIP STATUS			
Native	+/-10.6	100.0%	+/-52.0
Foreign born	+/-10.6	0.0%	+/-52.0
Naturalized U.S. citizen	+/-5.9	0.0%	+/-52.0
Not a U.S. citizen	+/-8.0	0.0%	+/-52.0
LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH			
Speak language other than English	+/-9.9	0.0%	+/-52.0
Speak English "very well"	+/-9.2	0.0%	+/-52.0
Speak English less than "very well"	+/-5.0	0.0%	+/-52.0
EARNINGS IN THE PAST 12 MONTHS (IN 2017 INFLATION-ADJUSTED DOLLARS) FOR WORKERS			
Workers 16 years and over with earnings	+/-159	35	+/-26
\$1 to \$9,999 or less	+/-8.2	34.3%	+/-41.0
\$10,000 to \$14,999	+/-1.6	0.0%	+/-52.0
\$15,000 to \$24,999	+/-10.9	0.0%	+/-52.0
\$25,000 to \$34,999	+/-5.1	34.3%	+/-36.3
\$35,000 to \$49,999	+/-9.8	0.0%	+/-52.0
\$50,000 to \$64,999	+/-8.8	0.0%	+/-52.0
\$65,000 to \$74,999	+/-4.8	0.0%	+/-52.0
\$75,000 or more	+/-9.9	31.4%	+/-40.6
Median earnings (dollars)	+/-18,196	-	**
POVERTY STATUS IN THE PAST 12 MONTHS			
Workers 16 years and over for whom poverty status is determined	+/-159	35	+/-26
Below 100 percent of the poverty level	+/-3.6	0.0%	+/-52.0
100 to 149 percent of the poverty level	+/-3.8	0.0%	+/-52.0

Action/Discussion Item A

Subject	Pacific Grove Unified School District, California		
	Car, truck, or van -- carpoled	Public transportation (excluding taxicab)	
	Margin of Error	Estimate	Margin of Error
At or above 150 percent of the poverty level	+/-5.2	100.0%	+/-52.0
Workers 16 years and over	+/-159	35	+/-26
OCCUPATION			
Management, business, science, and arts occupations	+/-13.6	31.4%	+/-40.6
Service occupations	+/-12.6	20.0%	+/-28.3
Sales and office occupations	+/-11.6	34.3%	+/-41.0
Natural resources, construction, and maintenance occupations	+/-8.9	0.0%	+/-52.0
Production, transportation, and material moving occupations	+/-2.6	14.3%	+/-25.0
Military specific occupations	+/-1.2	0.0%	+/-52.0
INDUSTRY			
Agriculture, forestry, fishing and hunting, and mining	+/-2.3	0.0%	+/-52.0
Construction	+/-8.9	0.0%	+/-52.0
Manufacturing	+/-4.2	14.3%	+/-25.0
Wholesale trade	+/-5.7	0.0%	+/-52.0
Retail trade	+/-5.7	65.7%	+/-36.3
Transportation and warehousing, and utilities	+/-6.1	0.0%	+/-52.0
Information and finance and insurance, and real estate and rental and leasing	+/-8.1	0.0%	+/-52.0
Professional, scientific, management, and administrative and waste management services	+/-9.9	0.0%	+/-52.0
Educational services, and health care and social assistance	+/-11.7	0.0%	+/-52.0
Arts, entertainment, and recreation, and accommodation and food services	+/-8.0	20.0%	+/-28.3
Other services (except public administration)	+/-4.5	0.0%	+/-52.0
Public administration	+/-6.6	0.0%	+/-52.0
Armed forces	+/-1.8	0.0%	+/-52.0
CLASS OF WORKER			
Private wage and salary workers	+/-13.7	85.7%	+/-25.0
Government workers	+/-9.6	0.0%	+/-52.0
Self-employed workers in own not incorporated business	+/-13.0	14.3%	+/-25.0
Unpaid family workers	+/-5.7	0.0%	+/-52.0
PLACE OF WORK			
Worked in state of residence	+/-5.7	100.0%	+/-52.0
Worked in county of residence	+/-8.2	100.0%	+/-52.0
Worked outside county of residence	+/-8.2	0.0%	+/-52.0
Worked outside state of residence	+/-5.7	0.0%	+/-52.0
Workers 16 years and over who did not work at home	+/-159	35	+/-26
TIME LEAVING HOME TO GO TO WORK			
12:00 a.m. to 4:59 a.m.	+/-5.7	0.0%	+/-52.0
5:00 a.m. to 5:29 a.m.	+/-3.2	0.0%	+/-52.0
5:30 a.m. to 5:59 a.m.	+/-5.7	0.0%	+/-52.0
6:00 a.m. to 6:29 a.m.	+/-4.7	20.0%	+/-28.3
6:30 a.m. to 6:59 a.m.	+/-1.2	0.0%	+/-52.0
7:00 a.m. to 7:29 a.m.	+/-9.9	80.0%	+/-28.3
7:30 a.m. to 7:59 a.m.	+/-9.3	0.0%	+/-52.0
8:00 a.m. to 8:29 a.m.	+/-8.5	0.0%	+/-52.0
8:30 a.m. to 8:59 a.m.	+/-4.0	0.0%	+/-52.0
9:00 a.m. to 11:59 p.m.	+/-13.5	0.0%	+/-52.0
TRAVEL TIME TO WORK			

Action/Discussion Item A

Subject	Pacific Grove Unified School District, California			Action/Discussion Item A
	Car, truck, or van -- carpooled	Public transportation (excluding taxicab)		
	Margin of Error	Estimate	Margin of Error	
Less than 10 minutes	+/-12.8	0.0%	+/-52.0	
10 to 14 minutes	+/-13.3	0.0%	+/-52.0	
15 to 19 minutes	+/-5.6	0.0%	+/-52.0	
20 to 24 minutes	+/-8.9	0.0%	+/-52.0	
25 to 29 minutes	+/-5.7	0.0%	+/-52.0	
30 to 34 minutes	+/-7.6	20.0%	+/-28.3	
35 to 44 minutes	+/-10.5	45.7%	+/-41.8	
45 to 59 minutes	+/-1.9	0.0%	+/-52.0	
60 or more minutes	+/-5.7	34.3%	+/-41.0	
Mean travel time to work (minutes)	+/-3.4	57.9	+/-26.0	
Workers 16 years and over in households	+/-159	35	+/-26	
HOUSING TENURE				
Owner-occupied housing units	+/-14.5	34.3%	+/-41.0	
Renter-occupied housing units	+/-14.5	65.7%	+/-41.0	
VEHICLES AVAILABLE				
No vehicle available	+/-5.7	20.0%	+/-28.3	
1 vehicle available	+/-8.4	14.3%	+/-25.0	
2 vehicles available	+/-16.1	31.4%	+/-40.6	
3 or more vehicles available	+/-15.7	34.3%	+/-41.0	
PERCENT ALLOCATED				
Means of transportation to work	(X)	(X)	(X)	
Time leaving home to go to work	(X)	(X)	(X)	
Travel time to work	(X)	(X)	(X)	
Vehicles available	(X)	(X)	(X)	

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Foreign born excludes people born outside the United States to a parent who is a U.S. citizen.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using 2013 data or multi-year data containing data from 2013. For more information, see: Language User Note.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry codes are 4-digit codes and are based on the North American Industry Classification System 2012. The Industry categories adhere to the guidelines issued in Clarification Memorandum No. 2, "NAICS Alternate Aggregation Structure for Use By U.S. Statistical Agencies," issued by the Office of Management and Budget.

Occupation codes are 4-digit codes and are based on Standard Occupational Classification 2010.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

While the 2013-2017 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas derived from the 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



Use of Developer Fees:

A School District can use the revenue collected on residential and commercial/industrial construction for the purposes listed below:

- Purchase or lease of interim school facilities to house students generated by new development pending the construction of permanent facilities.
- Purchase or lease of land for school facilities for such students.
- Acquisition of school facilities for such students, including:
 - Construction
 - Modernization/reconstruction
 - Architectural and engineering costs
 - Permits and plan checking
 - Testing and inspection
 - Furniture, Equipment and Technology for use in school facilities
- Legal and other administrative costs related to the provision of such new facilities
- Administration of the collection of, and justification for, such fees, and
- Any other purpose arising from the process of providing facilities for students generated by new development.

Following is an excerpt from the Education Code that states the valid uses of the Level 1 developer fees. It refers to construction and reconstruction. The term reconstruction was originally used in the Leroy Greene program. The term modernization is currently used in the 1998 State Building Program and represents the same scope of work used in the original reconstruction projects.

Ed Code Section 17620. (a) (1) The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code. This fee, charge, dedication, or other requirement may be applied to construction only as follows: ...

The limitations referred to in this text describe the maximum amounts that can be charged for residential and commercial/industrial projects and any projects that qualify for exemptions. They do not limit the use of the funds received.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 24, 2018

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

BACKGROUND

There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

A historical comparison of the assessment rates for development fees for 2014 and 2016 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 8.78, during the two year period from January 2016 to January 2018, requiring the assessment for development fees to be adjusted as follows beginning January 2018:

RS Means Index Maximum Level I Assessment Per Square Foot

	<u>2014</u>	<u>2016</u>	<u>2018</u>
Residential	\$3.36	\$3.48	\$3.79
Commercial/Industrial	\$0.54	\$0.56	\$0.61

RECOMMENDATION

Increase the 2018 maximum Level I assessment for development in the amount of 8.78 percent using the RS Means Index to be effective immediately.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 24, 2018

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

PURPOSE OF REPORT

To adopt the annual adjustment in the School Facility Program (SFP) grants based on the change in construction costs pursuant to the Education Code (EC) and SFP Regulations.

DESCRIPTION

This item presents the State Allocation Board (Board) with the annual adjustment to the SFP grants based on the statewide cost index for Class B construction. Each year the Board adjusts the SFP grants to reflect construction cost changes. In January 2016, the Board adopted the RS Means index for 2016 and future years. This item presents the 2018 annual adjustment to SFP grants based on the RS Means index.

AUTHORITY

See Attachment A.

STAFF ANALYSIS/STATEMENTS

At the January 2016 meeting, the Board adopted an increase to the SFP grants using the RS Means Construction Cost Index (CCI) as the statewide cost index for Class B construction.

The current rate of change between 2017 and 2018 for the RS Means Class B CCI is 4.17 percent. The chart below reflects the amounts previously adopted for 2017 compared to the potential amount for the new construction base grants.

			RS Means 4.17%
Grade Level	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	Potential Grant Per Pupil Effective 1-1-18
Elementary	1859.71	\$11,104	\$11,567
Middle	1859.71	\$11,744	\$12,234
High	1859.71	\$14,944	\$15,567
Special Day Class – Severe	1859.71.1	\$31,202	\$32,503
Special Day Class – Non-Severe	1859.71.1	\$20,867	\$21,737

STAFF ANALYSIS/STATEMENTS (cont.)

The following chart shows the amounts previously adopted compared to the potential amount for the modernization base grants.

			RS Means 4.17%
Grade Level	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	<i>Potential Grant Per Pupil Effective 1-1-18</i>
Elementary	1859.78	\$4,228	\$4,404
Middle	1859.78	\$4,472	\$4,658
High	1859.78	\$5,855	\$6,099
Special Day Class – Severe	1859.78.3	\$13,475	\$14,037
Special Day Class – Non-Severe	1859.78.3	\$9,015	\$9,391

In addition, the CCI adjustment would increase the threshold amount for Government Code Section 66452.6(a)(2) for the period of one year commencing March 1, 2018. The following chart shows the amount previously adopted for 2017 compared to the resulting threshold amount, upon approval of the proposed 2018 CCI adjustment:

	RS Means Effective 3-1-2017	RS Means Potential 3-1-2018
Resulting Amount	\$279,571	\$291,229

RECOMMENDATION

Adopt the increase of 4.17 percent for the 2018 SFP grants based on the RS Means Construction Cost Index as shown in Attachment B.

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS
State Allocation Board Meeting, January 24, 2018

Grant Amount Adjustments

		Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	Current Adjusted Grant Per Pupil Effective 1-1-18
New Construction	Elementary	1859.71	\$11,104	\$11,567
	Middle	1859.71	\$11,744	\$12,234
	High	1859.71	\$14,944	\$15,567
	Special Day Class – Severe	1859.71.1	\$31,202	\$32,503
	Special Day Class – Non-Severe	1859.71.1	\$20,867	\$21,737
	Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$13	\$14
	Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$18	\$19
	Automatic Fire Detection/Alarm System – High	1859.71.2	\$30	\$31
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$56	\$58
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$39	\$41
	Automatic Sprinkler System – Elementary	1859.71.2	\$186	\$194
	Automatic Sprinkler System – Middle	1859.71.2	\$221	\$230
	Automatic Sprinkler System – High	1859.71.2	\$230	\$240
	Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$588	\$613
	Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$395	\$411
Modernization	Elementary	1859.78	\$4,228	\$4,404
	Middle	1859.78	\$4,472	\$4,658
	High	1859.78	\$5,855	\$6,099
	Special Day Class - Severe	1859.78.3	\$13,475	\$14,037
	Special Day Class – Non-Severe	1859.78.3	\$9,015	\$9,391
	State Special School – Severe	1859.78	\$22,460	\$23,397
	Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$137	\$143
	Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$137	\$143
	Automatic Fire Detection/Alarm System – High	1859.78.4	\$137	\$143
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$378	\$394
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	\$253	\$264
	Over 50 Years Old – Elementary	1859.78.6	\$5,874	\$6,119
	Over 50 Years Old – Middle	1859.78.6	\$6,212	\$6,471
	Over 50 Years Old – High	1859.78.6	\$8,132	\$8,471
	Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$18,721	\$19,502
	Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$12,519	\$13,041
	Over 50 Years Old – State Special School – Severe	1859.78.6	\$31,201	\$32,502

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS
January 2018

Grant Amount Adjustments

New Construction / Modernization / Joint-Use	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	Current Adjusted Grant Per Pupil Effective 1-1-18
Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82 1859.125 1859.125.1	\$182	\$190
Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82 1859.125 1859.125.1	\$326	\$340
New Construction Only			
Parking Spaces	1859.76	\$14,120	\$14,709
General Site Grant (per acre for additional acreage being acquired)	1859.76	\$18,073	\$18,827
Project Assistance (for school district with less than 2,500 pupils)	1859.73.1	\$6,791	\$7,074
Modernization Only			
Two-stop Elevator	1859.83	\$112,957	\$117,667
Additional Stop	1859.83	\$20,333	\$21,181
Project Assistance (for school district with less than 2,500 pupils)	1859.78.2	\$3,621	\$3,772
Facility Hardship / Rehabilitation			
Current Replacement Cost - Other (per square foot)	1859.2	\$362	\$377
Current Replacement Cost - Toilets (per square foot)	1859.2	\$653	\$680
Interim Housing – Financial Hardship (per classroom)	1859.81	\$37,231	\$38,784
Charter School Facilities Program - Preliminary Apportionment Amounts			
Charter School Elementary	1859.163.1	\$11,161	\$11,626
Charter School Middle	1859.163.1	\$11,816	\$12,309
Charter School High	1859.163.1	\$14,997	\$15,622
Charter School Special Day Class - Severe	1859.163.1	\$31,351	\$32,658
Charter School Special Day Class - Non-Severe	1859.163.1	\$20,966	\$21,840
Charter School Two-stop Elevator	1859.163.5	\$94,131	\$98,056
Charter School Additional Stop	1859.163.5	\$16,943	\$17,650

Determination of Average State allowed amounts for Site Development Costs

Elementary Schools

<u>District</u>	<u>Project #</u>	<u>Acres</u>	Original	Inflation	2009 Adjusted	<u>Project Year</u>	<u>2009 Cost/Acre</u>	
			<u>OPSC Site Development</u>	<u>Factor</u>	<u>Site Development</u>			
Davis Jt Unified	3	9.05	\$532,282	38.4%	\$1,473,469	2004	\$162,814	
Dry Creek Jt Elem	2	8.5	\$516,347	46.2%	\$1,509,322	2002	\$177,567	
Dry Creek Jt Elem	5	11.06	\$993,868	20.1%	\$2,387,568	2006	\$215,874	
Elk Grove Unified	5	12.17	\$556,011	48.2%	\$1,648,316	2001	\$135,441	
Elk Grove Unified	10	11	\$690,120	48.2%	\$2,045,888	2001	\$185,990	
Elk Grove Unified	11	10	\$702,127	48.2%	\$2,081,483	2001	\$208,148	
Elk Grove Unified	14	10	\$732,837	46.2%	\$2,142,139	2002	\$214,214	
Elk Grove Unified	16	9.86	\$570,198	46.2%	\$1,666,733	2002	\$169,040	
Elk Grove Unified	17	10	\$542,662	46.2%	\$1,586,243	2002	\$158,624	
Elk Grove Unified	20	10	\$710,730	43.2%	\$2,034,830	2003	\$203,483	
Elk Grove Unified	25	10	\$645,923	38.4%	\$1,788,052	2004	\$178,805	
Elk Grove Unified	28	10.03	\$856,468	24.4%	\$2,130,974	2005	\$212,460	
Elk Grove Unified	39	9.91	\$1,007,695	20.1%	\$2,420,785	2006	\$244,277	
Folsom-Cordova Unified	1	9.79	\$816,196	20.1%	\$1,960,747	2006	\$200,281	
Folsom-Cordova Unified	4	7.5	\$455,908	46.2%	\$1,332,654	2002	\$177,687	
Folsom-Cordova Unified	5	8	\$544,213	46.2%	\$1,590,776	2002	\$198,847	
Folsom-Cordova Unified	8	8.97	\$928,197	11.2%	\$2,063,757	2007	\$230,073	
Galt Jt Union Elem	2	10.1	\$1,033,044	38.4%	\$2,859,685	2004	\$283,137	
Lincoln Unified	1	9.39	\$433,498	46.2%	\$1,267,148	2002	\$134,947	
Lodi Unified	3	11.2	\$555,999	46.2%	\$1,625,228	2002	\$145,110	
Lodi Unified	10	11.42	\$1,245,492	46.2%	\$3,640,669	2002	\$318,798	
Lodi Unified	19	9.93	\$999,164	11.2%	\$2,221,545	2007	\$223,721	
Lodi Unified	22	10	\$1,416,212	7.7%	\$3,051,426	2008	\$305,143	
Natomas Unified	6	8.53	\$685,284	46.2%	\$2,003,138	2002	\$234,834	
Natomas Unified	10	9.83	\$618,251	43.2%	\$1,770,061	2003	\$180,067	
Natomas Unified	12	9.61	\$735,211	24.4%	\$1,829,275	2005	\$190,351	
Rocklin Unified	8	10.91	\$593,056	46.2%	\$1,733,548	2002	\$158,895	
Stockton Unified	1	12.66	\$1,462,232	7.7%	\$3,150,582	2008	\$248,861	
Stockton Unified	2	10.5	\$781,675	43.2%	\$2,237,946	2003	\$213,138	
Stockton Unified	6	12.48	\$1,136,704	20.1%	\$2,730,703	2006	\$218,806	
Tracy Jt Unified	4	10	\$618,254	46.2%	\$1,807,204	2002	\$180,720	
Tracy Jt Unified	10	10	\$573,006	38.4%	\$1,586,202	2004	\$158,620	
Washington Unified	1	8	\$446,161	46.2%	\$1,304,163	2002	\$163,020	
Washington Unified	4	10.76	\$979,085	7.7%	\$2,109,575	2008	\$196,057	
Totals		341.16			\$68,791,833	Average	\$201,641	2018 Adjustment \$248,896

Middle and High Schools

<u>District</u>	<u>Project #</u>	<u>Acres</u>	Original	Inflation	2009 Adjusted	<u>Project Year</u>	<u>2009 Cost/Acre</u>	
			<u>OPSC Site Development</u>	<u>Factor</u>	<u>Site Development</u>			
Western Placer Unified	4	19.3	\$5,973,312	24.4%	\$7,431,085	2005	\$385,030	
Roseville City Elem	2	21.6	\$1,780,588	48.2%	\$2,639,311	2000	\$122,190	
Elk Grove Unified	4	66.2	\$8,659,494	48.2%	\$12,835,704	2000	\$193,893	
Elk Grove Unified	13	76.4	\$9,791,732	48.2%	\$14,513,986	2001	\$189,974	
Elk Grove Unified	18	84.3	\$13,274,562	43.2%	\$19,002,626	2003	\$225,417	
Grant Jt Union High	2	24	\$2,183,840	48.2%	\$3,237,039	2000	\$134,877	
Center Unified	1	21.2	\$1,944,310	46.2%	\$2,841,684	2002	\$134,042	
Lodi Unified	2	13.4	\$1,076,844	46.2%	\$1,573,849	2002	\$117,451	
Lodi Unified	6	13.4	\$2,002,164	46.2%	\$2,926,240	2002	\$218,376	
Galt Jt Union Elem	1	24.9	\$2,711,360	46.2%	\$3,962,757	2002	\$159,147	
Tahoe Truckee Unified	2	24	\$2,752,632	43.2%	\$3,940,412	2003	\$164,184	
Davis Unified	5	23.3	\$3,814,302	43.2%	\$5,460,199	2003	\$234,343	
Woodland Unified	3	50.2	\$8,664,700	46.2%	\$12,663,792	2002	\$252,267	
Sacramento City Unified	1	35.2	\$4,813,386	46.2%	\$7,034,949	2002	\$199,856	
Lodi Unified	4	47	\$7,652,176	46.2%	\$11,183,950	2002	\$237,956	
Stockton Unified	3	49.1	\$8,959,088	43.2%	\$12,824,996	2003	\$261,202	
Natomas Unified	11	38.7	\$3,017,002	38.4%	\$4,175,850	2004	\$107,903	
Rocklin Unified	11	47.1	\$11,101,088	24.4%	\$13,810,282	2005	\$293,212	
Totals		679.3			\$142,058,711	Average	\$209,125	2018 Adjustment \$234,162
Middle Schools:		260.7			\$49,447,897	Middle	\$189,704	\$234,162
High Schools:		418.6			\$92,610,814	High	\$221,217	\$273,060

PGUSD Capital Projects List (Updated August 22, 2019)

<u>Ranking</u>	<u>School</u>	<u>Project</u>	<u>Estimated Costs</u>	<u>Timing</u>	<u>Notes</u>
<u>High Priority Projects</u>					
1	High School	Pool Heater Replacement	\$100,000.00	Immediate	
2	High School	K&L Dry Rot & Termite Damage	\$500,000.00	Immediate	Termite and dry rot damage to beams and eaves
3	High School	Track Replacement	\$275,000.00	Immediate	
4	High School	Intercom & Bell System	\$50,000.00	Immediate	
Sub Total Immediate Projects			\$925,000.00		
5	High School	Stadium Field Replacement	\$500,000.00	1-2 Years	
6	Middle School	Woodshop Roofing	\$55,000.00	1-2 Years	
7	David Ave	Driveway Improvements	\$60,000.00	1-2 Years	Driveway and parking areas at charter school and community high
8	David Ave	Roofing	\$250,000.00	1-2 Years	Roof replacment to one building and repairs to other buildings
9	David Ave	Sewer Line Replacement	\$200,000.00	1-2 Years	sewer main backs up a few times a year becase of roots and flat sloping.
10	Forest Grove	Rain Gutters K-Wing	\$10,000.00	1-2 Years	
11	High School	Rain Gutters	\$170,000.00	1-2 Years	
12	District Office	John Deere Mower	\$100,000.00	1-2 Years	Current mower is a 2001. Most parts are obsolete.
13	Adult School	Exterior Painting	\$50,000.00	1-2 Years	Main building needs lead abatement and re-paint
14	All Sites	Carpeting Replacement	\$50,000.00	1-2 Years	
Sub Total 1-2 Year Projects			\$1,445,000.00		
Total High Priority Projects			\$2,370,000.00		

PGUSD Capital Projects List (Updated August 22, 2019)

<u>Ranking</u>	<u>School</u>	<u>Project</u>	<u>Estimated Costs</u>	<u>Timing</u>	<u>Notes</u>
<u>Medium Priority Projects</u>					
1	High School	Sprinkler System Painting	\$10,000.00	2-5 Years	
2	Middle School	Exterior Painting	\$150,000.00	2-5 Years	
3	High School	Exterior Painting	\$253,000.00	2-5 Years	
4	Middle School	Front Parking AC Replacment	\$18,000.00	2-5 Years	
5	High School	Varsity BB Backstop, Bleachers, & Pressbox	\$90,000.00	2-5 Years	
6	High School	JV BB Backstop & Bleachers	\$40,000.00	2-5 Years	
7	All Sites	Re-Key Sites	\$118,200.00	2-5 Years	Safety Project - Recommended to do every 10 years.
8	Robert Down	VCT Flooring Replacement	\$75,000.00	2-5 Years	
9	Robert Down	Playground Structures	\$300,000.00	2-5 Years	
10	David Ave	Playground Structures	\$250,000.00	2-5 Years	
11	Adult School	Playground Structures	\$85,000.00	2-5 Years	
12	Forest Grove	Playground Structures	\$125,000.00	2-5 Years	
13	Middle School	VCT Flooring Replacement	\$75,000.00	2-5 Years	
14	District Office	Maintenance Vans/Trucks (6 EA)	\$180,000.00	2-5 Years	
Total Medium Priority Projects			\$1,769,200.00		

Level 1 Timelines and Procedures for Adoption

Procedure for Adopting Level One Developer Fee Justification Study (Government Code Section 6062(a).)

TIMELINE: Level One Developer Fee Study	
<u>Final Date</u>	<u>Event</u>
At least 15 days before meeting:	Notice of hearing: First publication in the local newspaper.
At least 14 days before meeting:	Send a copy of the Developer Fee Justification Study to parties that have requested Notice of any adjustment to the Developer Fees before the presentation of the Study to the Governing Board for adoption.
At least 10 days before meeting:	<p>Notice of hearing: Second publication in the local newspaper. (Publications should be five days apart.)</p> <p>Send a Notice of the Public Hearing to City and County Planning Departments and any parties requesting to be notified.</p> <p>Study made available for public inspection</p>
3 days before meeting:	Notice relating to public hearing included in Board agenda.
Meeting:	Board holds public hearing and adopts appropriate Resolution(s) to levy developer fees
2 days after meeting:	Notify City <u>and</u> County of adoption of Resolution with related documentation
60 days after meeting:	Effective date of fee increase

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

SUBJECT: Pacific Grove Unified School District Strategic Plan 2019-20

DATE: November 14, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the District's Strategic Plan.

BACKGROUND and INFORMATION:

At the beginning of each school year the Strategic Plan, and modifications as recommended by District staff, should be reviewed for approval by the Board. Minor revisions to these plans are recommended as certain goals are achieved or become outdated. Modifications to the Strategic Plan were also included as part of the approved Local Control Accountability Plan.

The Strategic Plan, Superintendent Goals and School Site Plans will continue to be aligned to the approved Board Goals, with adjustments made according to any approved changes.

FISCAL IMPACT:

Program and budget decisions will be based on these plans and will appear as regular items on future Board agendas.

1. Improve and Enhance Student Learning and Achievement

- The District will focus on cultural competence*, equity and equitable learning opportunities through the alignment of the district budget with established priorities listed in the Local Control Accountability Plan (LCAP) and strategic plan so that every student is performing minimally at grade level, engaged in his/her learning and contributing positively to the community (P1, P2, P6, P7, P8)
- Build and maintain teacher and administrator capacity to analyze and use formative assessments and achievement data to guide instruction and evaluate program effectiveness as aligned with the California State Standards and other California Standards of the Teaching Profession (P2, P4, P5)
- All students will receive access to standards-based core programs in all content areas and student learning will be guided by California academic standards-based curriculum in all content areas, current California teaching standards, and local professional expertise (P2, P7)
- Continue the District's commitment to a broad course of study including art, music, science, technology, and Physical Education for every student, including the integration of Next Generation Science Standards and other STEM opportunities, CTE pathways, Dual Enrollment, and computer science
- Technology will be used to engage students in 21st Century Learning, as detailed in the Educational Technology Plan and supported by site level staff (P2, P4, P5)
- Teachers and administrators will use the Professional Learning Communities (PLC) process in conjunction with valid assessment data to identify students' learning needs and adjust instruction accordingly to target specific student learning needs (P2, P4, P5)
- Students will be engaged in their own learning process in accordance with California's Social Emotional guidelines (P2, P4, P5)
- District-wide intervention programs will be used to provide early and ongoing assessments to identify students who are not proficient at grade level and require targeted instruction to meet their individual needs, as aligned with the LCAP (P2, P4)
- Programs will be instituted to maximize appropriate college preparation, application and acceptance and career readiness through Career Tech Education Pathway completion (P5, P7)
- The District will create and maintain a recruitment plan to address hiring needs, as aligned with the LCAP (P1)
- The District will implement a professional development that is data-driven, that matches both the Strategic Plan and the LCAP and implemented through the Single Plan for Student Achievement at each site (P2, P4)

Cultural competence is having an awareness of one's own **cultural identity and views about difference, and the ability to learn and build on the varying **cultural** and community norms of students and their families. ... This understanding informs and expands teaching practices in the **culturally** competent educator's classroom."*
 – National Education Association

2. Health and Safety of Students and Schools

- Provide safe and well maintained facilities for students and staff where each campus will (P6):
 1. provide a welcoming environment where students and staff may come to school each day feeling safe, respected, proud and can comfortably focus on learning
 2. be free of all forms of violence
 3. provide classrooms that are equipped for successful student learning
 4. promote respectful conversations and encourage students to interact and mix freely
 5. maintain and update a School Safety Plan and Emergency Plan
 6. provide services to address social-emotional and overall wellness needs
- Support a broad program of character development and health education at all schools
- Maintain a robust, scalable technology infrastructure to provide sufficient access for evolving instructional, assessment and student welfare purposes
- Assess and address the student and staff health, wellness, and social-emotional needs
- Support programs that enhance community, staff and student engagement and connectedness
- Facility operation and maintenance schedules will reflect the priorities of the District (P1)

3. Maintain Credibility Through Effective and Transparent Communication with All Stakeholders

- Determine practices for on-going communication between the school sites, the District Office, and the

Pacific Grove Unified School District 2019-20 Strategic Plan

Action/Discussion Item B

School Board to inform the public on a timely basis on District plans and actions and the parent community, including monthly updates to the School District Overview, as well as the District newsletter (P3)

- Keep public and Trustees apprised of community action and involvement by fellow board members
- Acknowledge and celebrate stakeholder support in all programs
- Parents and community members will be invited to participate in school site and District committees and programs, including stakeholder meetings as prescribed in the LCAP (P3, P5)
- Parents and students will be informed, via electronic and print media, regarding pupil attendance, chronic absenteeism, drop-out rates, graduation rates, and other data relating to pupil engagement (P3, P5)

4. Fiscal Solvency, Accountability and Integrity

- Maintain fiduciary responsibilities
- Funding priorities and significant budget revisions will be connected to the Local Control Accountability Plan (LCAP), the Strategic Plan, and Board Goals
- Maintain regular state updates and interim reporting
- District budget details will be made available to the public via a budget handbook which will be made available to all stakeholders, along with funding sources and their impact on the all district funds

***Definition of Terms:**

Local Control Accountability Plan (LCAP) State Priorities as per Education Code 52060 & 52066 fall into three categories: Conditions of Learning, Pupil Outcomes & Engagement.

LCAP Priorities: (P1) Basic Services, (P2) Implementation of State Standards (Academic Content/Performance standards), (P3) Parental Involvement, (P4) Student Achievement, (P5) Student Engagement, (P6) School Climate, (P7) Access to Courses, (P8) Student Outcomes.

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

SUBJECT: Adoption of Board Bylaw Regulation 9322 Agenda/Meeting Materials

DATE: November 14, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the new Board Bylaw Regulation 9322 Agenda/Meeting Materials.

INFORMATION:

The new Board Bylaw Regulation 9322 Agenda/Meeting Materials is based on legal counsel recommendation. This Regulation is in addition to the existing Board Bylaw 9322 Agenda/Meeting Materials.

Education Code section provides in part:

It is the intent of the Legislature that members of the public be able to place matters directly related to school district business on the agenda of school district governing board meetings. Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the governing board on any item of interest to the public, before or during the governing board's consideration of the item, that is within the subject matter jurisdiction of the governing board. Governing boards shall adopt reasonable regulations to ensure that this intent is carried out. The regulations may specify reasonable procedures to insure the proper functioning of governing board meetings.

The Board Bylaw is a general statement of policy and pertains more than to the requirements of this section. The regulation implements that policy. The regulation speaks more to what the administration is going to do to implement that Bylaw.

FISCAL IMPACT:

There is no direct fiscal cost to this item.

Pacific Grove Unified School District

Board Bylaws

Regulation Implementing Bylaw #9322

AGENDA/ MEETING MATERIALS

Agenda Content

Governing Board meeting agendas shall reflect the District's vision and the goals and the Board's focus on student learning.

The Administration of the District will ensure that the agenda of each meeting of the Board will state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session as is required in Government Code 54954.2

At regular Board meetings, there shall be a place on the agenda to provide members of the public the opportunity to address the Board any matter that is within the jurisdiction of the Board. In addition, members of the public shall be provided with an opportunity to comment on any agenda item before or during the Board's consideration of the item unless the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members or at a previous meeting of the Board, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee or the Board previously considered it. (Government Code [54954.3](#))

Each Board agenda and agenda related documents provided to the Board in advance of the meeting, with the exception of documents related to closed session agenda items, shall be posted on the District's website for the public to access, inspect, and download. In addition, the Superintendent or designee shall indicate on each agenda a place for the public to inspect open session agenda related documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

Individuals who require disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee 5 days in advance of the meeting to request the accommodation or modification. The Superintendent or designee will ensure that this information is also included on each agenda. (Government Code 54954.2)

Agenda Preparation

The Board president and the Superintendent, as Secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

Board member may request at a Board meeting or by contacting the Superintendent or Board president that an item be placed on a future Board meeting agenda. If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

Any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a future regular meeting. The request shall be submitted in writing to the

Pacific Grove Unified School District

Board Bylaws

Regulation Implementing Bylaw #9322

AGENDA/ MEETING MATERIALS

Superintendent or designee with all supporting documents and information, if any, at least one (1) week before the meeting date at which the item has been scheduled to be considered. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board will not be placed on the agenda. Before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information and, if so, the requestor shall be contacted to determine if providing the requested information resolves the matter. If the issue is covered by an existing policy or administrative regulation, the appropriate process under the policy or regulation will be followed.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

Consent Items

Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval. Any Board action that involves borrowing \$100,000 or more shall be not be included on the consent agenda. (Government Code [53635.7](#)) (cf. [9323.2](#) - Actions by the Board)

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available documents pertinent to the meeting.

The Superintendent or designee will be available to confer with individual members of the Board who may ask clarifying questions and/or request additional information on agenda items.

Agenda Dissemination to Members of the Public

The Administration shall ensure that any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code [54957.5](#)) If a document which related to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to a majority of the Board. (Government Code [54957.5](#))

Pacific Grove Unified School District

Board Bylaws

Regulation Implementing Bylaw #9322

AGENDA/ MEETING MATERIALS

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code [54954.2](#))

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code [54954.1](#))

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code [54954.1](#))

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee of current U.S. mail postage.

Any document prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code [54954.1](#))

Legal Reference:

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Public records

54960.2 Challenging Board actions; cease and desist

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

Pacific Grove Unified School District

Board Bylaws

Regulation Implementing Bylaw #9322

AGENDA/ MEETING MATERIALS

36.303 Auxiliary aids and services

COURT DECISIONS

Mooney v. Garcia (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union HSD, 2007 U.S. Dist. LEXIS 66318

ATTORNEY GENERAL OPINIONS

99 Ops.Cal.Atty.Gen. 11 (2016)

78 Ops.Cal.Atty.Gen. 327 (1995)

MANAGEMENT RESOURCES:

CSBA PUBLICATIONS

Call to Order: A Blueprint for Great Board Meetings, 2015

The Brown Act: School Boards and Open Meeting Laws, rev. 2017

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, rev. 2003

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

SUBJECT: Pacific Grove High School Scholarship Fund with Merrill Lynch

DATE: November 14, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Pacific Grove High School Scholarship Fund with Merrill Lynch, and direct staff to work with Merrill Lynch in planning and renewal of investment products.

BACKGROUND:

Martin “Marty” Baskin, was a counselor and athletic director at the Pacific Grove High School for 38 years. Born January 18, 1915, in San Francisco, he graduated from Stockton High School and Stanford University, then moved to Pacific Grove to serve as high school athletic director from 1942 to 1963. Mr. Baskin earned a master’s degree from San Diego State University and was licensed as a marriage and family counselor. He returned to Pacific Grove High, where he served as a counselor from 1964 until his retirement in 1980, when he was honored by a mayor’s proclamation for his years of service to the school district.

In memory of his wife, Mr. Baskin donated funds at Merrill Lynch to be given out as scholarships for athletes.

INFORMATION:

Per Regulation #3460 about Investment Reports, “within 30 days of the end of each quarter, the Superintendent or designee shall provide the Board with quarterly reports of District investments that are more than \$25,000. This report shall include the following: (Government Code 53646)

1. The extent to which the portfolio complies and/or does not comply with the District’s investment policy
2. A statement denoting the District’s ability to meet its pool’s expenditure requirements for the next six months, or an explanation of why sufficient money shall or may not be available
3. The most recent statement(s) received from the state’s local agency investment fund, the National Credit Union Share Insurance Fund-insured accounts in a credit union or from FDIC-insured accounts in a bank or savings and loan association, in a county investment pool or in any combination of these
4. The type of investment, issuer, date of maturity, part and dollar amount invested on all securities, investments and monies held by the District other than those specified in item #3 above
5. A description of any District funds, investments or programs that are under the management of contracted parties, including lending programs
6. The current market value, and the source of this information, for all securities held by the District and under management of any outside party that is not another local agency or the state’s local agency investment fund

In the above report, a subsidiary ledger of investments may be used in accordance with accepted accounting practices. (Government Code 53646).

The most current statement that the District has from Merrill Lynch is as of October 24, 2019 and the balance is as follows:

• Bank deposit program/money accounts	\$19,257
• Corporate Bonds:	
➤ Hydro Quebec	\$13,922
➤ United Technologies Corp	\$20,062
➤ Accrued interest	<u>\$ 1,011</u>
Total	\$54,252

The United Technologies Corp bond is maturing on November 15, 2019.

The year of the opening balance was 1998 and the last time a scholarship was drawn from this account was in 2013.

The District has never submitted report from this account to the Board.

FISCAL IMPACT:

Varies based on the kind of investment products once the bonds mature.

Summary Performance Review



PACIFIC GROVE HIGH SCHOOL SCHOLARSHIP FUND

Caitlin K. Firth
Vice President
Senior Financial Advisor
Senior Portfolio Advisor
1-925-227-6638

October 25, 2019

Account List

As of Close of Business: 10/24/2019

Merrill Lynch

Account Number/NickName	Account Title	Credit Type	Account Registration	Market Value(\$)	% of Total
XXX-XX253		Cash	WCMA	54,252	100.00
Total				54,252	100

Unless otherwise indicated, assets and investment accounts included in this Report are held at Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"), Member SIPC.

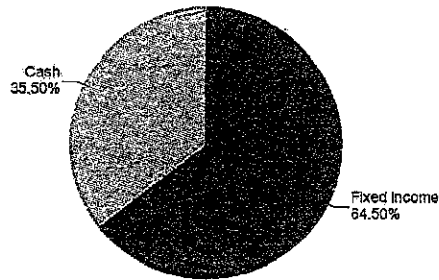
Bank deposits are held at the Bank of America, N.A. and affiliated banks or other depository institutions and are covered by FDIC insurance up to applicable limits. Bank deposits are not protected by SIPC.

All reports other than the Balances report contain brokerage information only.

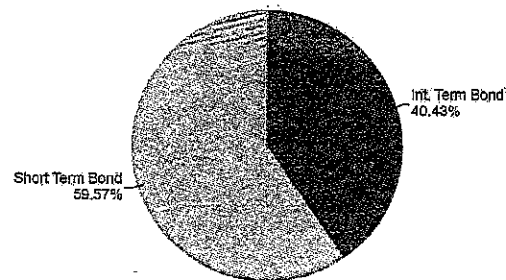
Portfolio Summary by Account

As of Close of Business: 10/24/2019

Asset Allocation



Fixed Income



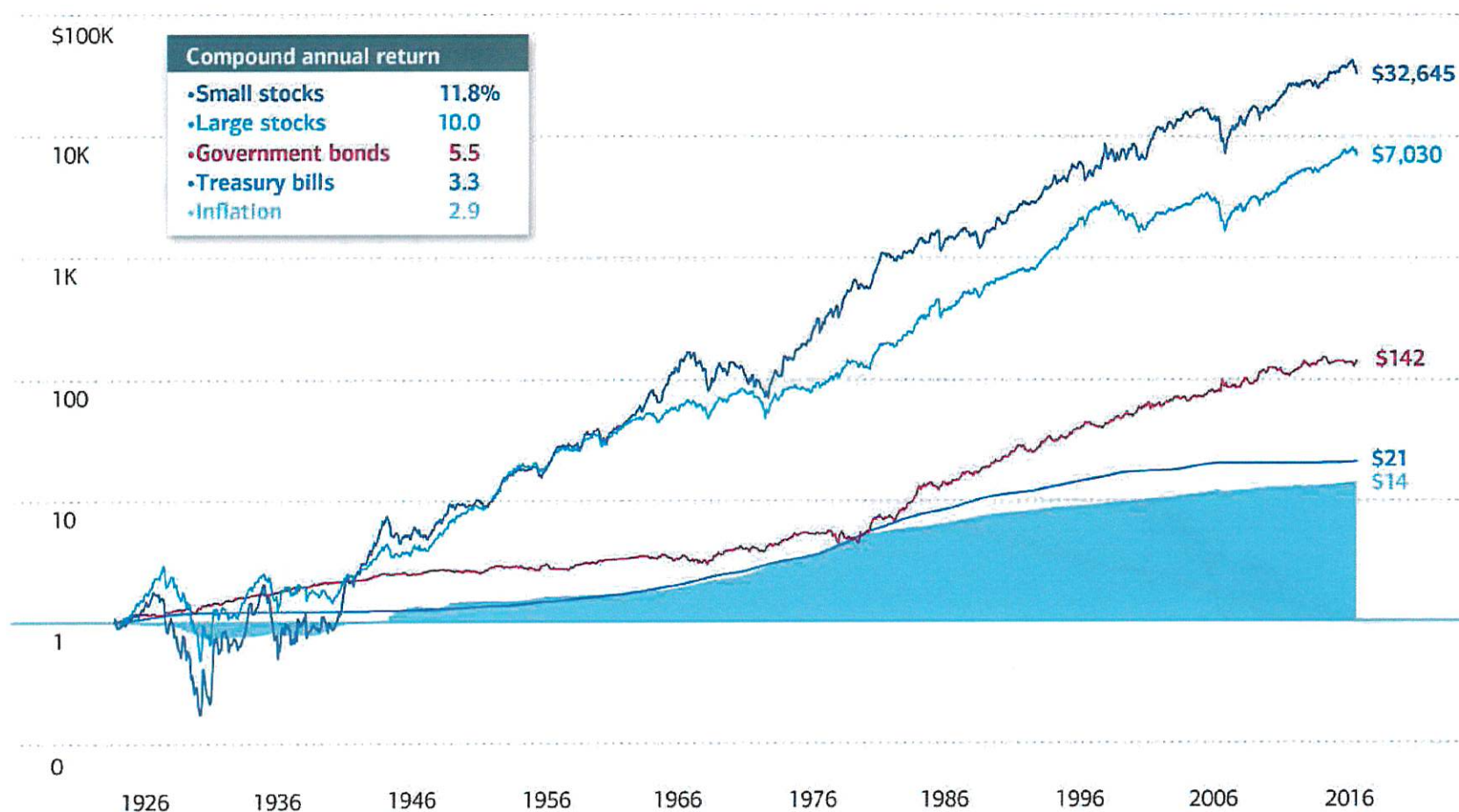
Asset Class	Value(\$)	% of Total	Maturity	Value(\$)	% of Total
Equity	0	0.00	Long Term Bond	0	0.00
Fixed Income	34,995	64.50	Int. Term Bond	14,149	40.43
Cash	19,257	35.50	Short Term Bond	20,846	59.57
Subtotal	54,252	100.00	Fixed Income Blend	0	0.00
Total	54,252		Total	34,995	100.00

Performance period: 03/06/1997 - 09/30/2019

Non-Managed Account	Account Type	Start Date	Opening Balance(\$)	Contributions/ (Withdrawals)(\$)	Interest/ Dividends(\$)	Appreciation/ (Depreciation)(\$)	Closing Balance(\$)	TWRR (%)	MWRR (%)
XXX-XX253	WCMA	03/1997	0	(35,152)	60,253	29,149	54,249	253.89	—
Total Held at Merrill Lynch			0	(35,152)	60,253	29,149	54,249	253.89	—

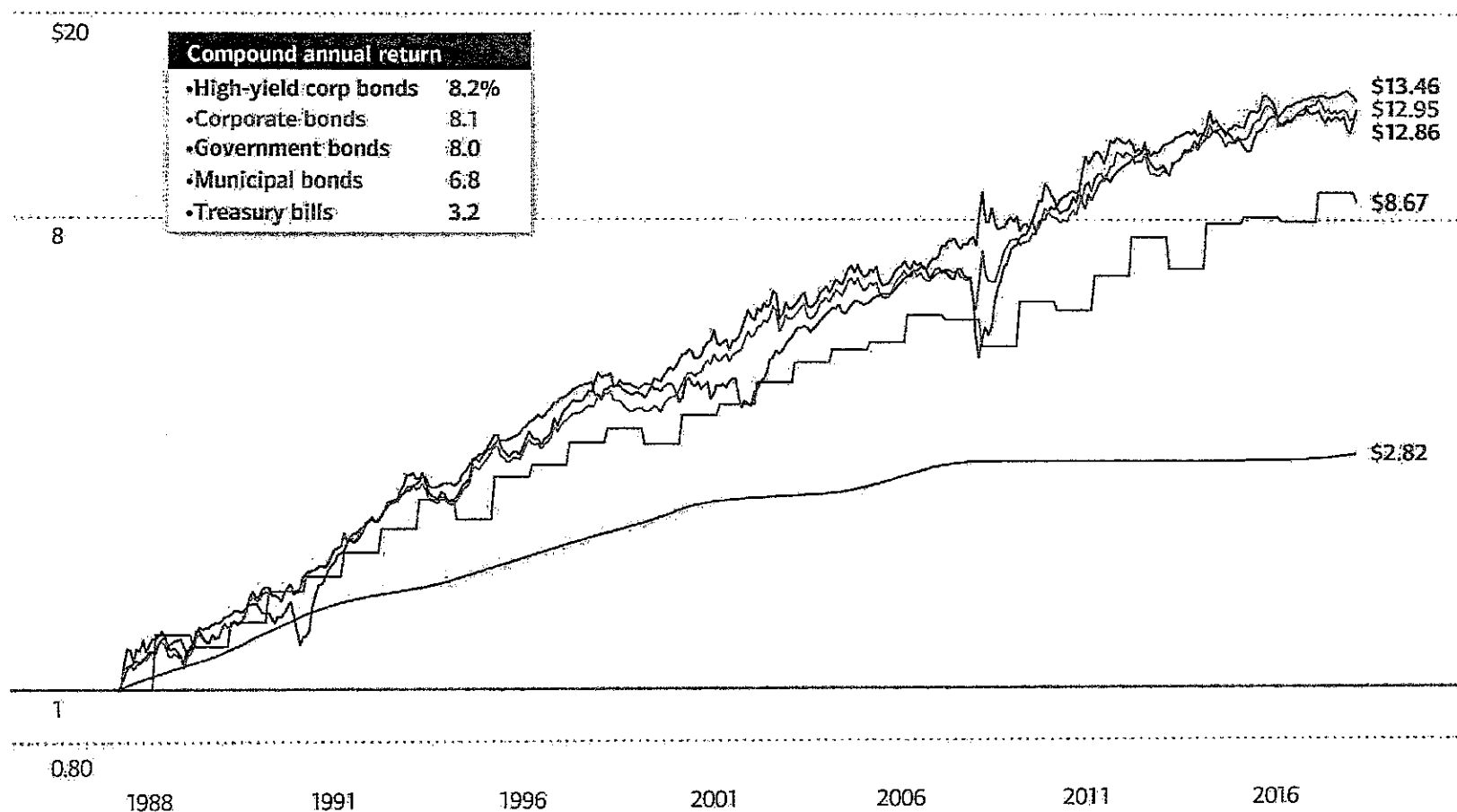
Ibbotson® SBBI®: Stocks, bonds, bills and inflation 1926-2018

Equities have the potential to increase wealth more than other asset classes.



Past performance is no guarantee of future results. Hypothetical value of \$1 invested at the beginning of 1926. Assumes reinvestment of income and no transaction costs or taxes. This is for illustrative purposes only and not indicative of any investment. An investment cannot be made directly in an index. © Morningstar. All Rights Reserved.

Bond market performance 1986-2018



Past performance is no guarantee of future results. Hypothetical value of \$1 invested at the beginning of 1986. Assumes reinvestment of income and no transaction costs or taxes. This is for illustrative purposes only and not indicative of any investment. An investment cannot be made directly in an index. © Morningstar. All Rights Reserved.

Custom Portfolio Review

Sector Analysis: All Holdings

As of Close of Business: 10/24/2019

Current Holdings

Sector	0%	50%	Current(%)	Market Value(\$)
Equity				
Health Care			0.00	0
Consumer Staples			0.00	0
Information Technology			0.00	0
Consumer Discretionary			0.00	0
Industrials			0.00	0
Materials			0.00	0
Financials			0.00	0
Communication Services			0.00	0
Utilities			0.00	0
Energy			0.00	0
Real Estate			0.00	0
Equities Blend			0.00	0
Fixed Income				
Long Term Bond			0.00	0
Intermediate Term Bond			26.08	14,149
Short Term Bond			38.42	20,846
Fixed Income Blend			0.00	0
Cash				
Cash			35.50	19,257
Total of Analyzed Assets				54,252
Total Assets				54,252

Size & Style Analysis: All Holdings

As of Close of Business: 10/24/2019

Current Holdings

Size And Style	0%	50%	Current(%)	Market Value(\$)
Equity				
Large Cap Growth			0.00	0
Large Cap Value			0.00	0
Small/Mid Cap Growth			0.00	0
Small/Mid Cap Value			0.00	0
International Equity			0.00	0
Equities Blend			0.00	0
Fixed Income				
Long Term Bond			0.00	0
Intermediate Term Bond			26.08	14,149
Short Term Bond			38.42	20,846
Fixed Income Blend			0.00	0
Cash				
Cash			35.50	19,257
Total of Analyzed Assets				54,252
Total Assets				54,252

Accounts included in this report: Please refer to the Account List for accounts included in this report.

PGUSD

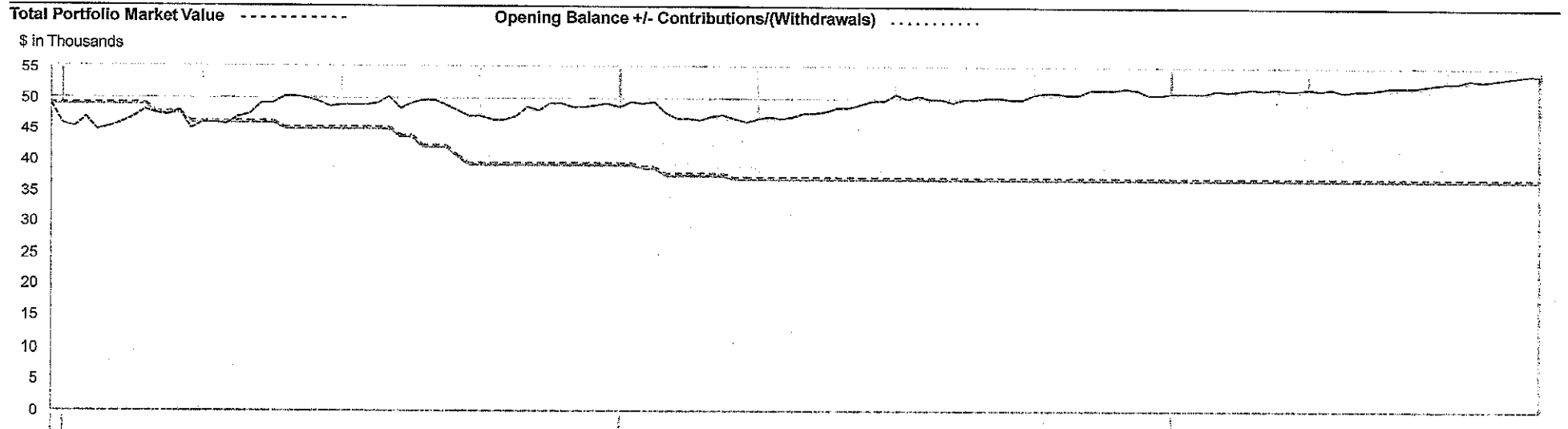
Regular Meeting of November 14, 2019

For Informational Purposes Only - Account Statement is Official Record of Holdings, Balances and Security Values

Report created October 25, 2019
 for PACIFIC GROVE HIGH SCHOOL SCHOLARSHIP FUND

Portfolio Cash Flows and Performance: Yearly

Performance period: 01/01/2009 to 09/30/2019



Categories	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Entire Period
Opening Balance (\$)	45,090	48,491	47,142	49,023	46,295	49,518	49,972	50,833	51,642	52,555	48,720
Contributions/(Withdrawals) (\$)	(1,000)	(6,000)	0	(2,000)	0	0	0	0	0	0	(11,600)
Interest/Dividends (\$)	2,601	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,679	1,837	27,923
Appreciation/(Depreciation) (\$)	1,800	2,051	(719)	(3,329)	623	(2,146)	(1,740)	(1,790)	(1,767)	(142)	(10,794)
Closing Balance (\$)	48,491	47,142	49,023	46,295	49,518	49,972	50,833	51,642	52,555	54,249	54,249
Money Weighted Return (%)	9.84	9.92	3.99	(1.52)	6.96	0.92	1.72	1.59	1.77	3.22	42.64
Time Weighted Return (%)	9.73	9.88	3.99	(1.57)	6.96	0.92	1.72	1.59	1.77	3.22	41.44
Reference Indices (%)											
Wilshire 5000 Total Market Index	14.88	(0.97)	13.59	30.45	10.57	(1.45)	10.84	18.97	(7.19)	18.40	235.69
ICE BofAML US Broad Market Bond	6.80	7.80	4.53	(2.25)	6.27	0.60	2.62	3.61	0.05	8.76	54.41
ICE BofAML 3-Month US Treasury Bill	0.13	0.10	0.11	0.07	0.03	0.05	0.33	0.86	1.87	1.81	5.69

Unrealized Gain/(Loss) by Product

As of Close of Business: 10/24/2019

Cash Balance (Settled and Unsettled)

0.11

Money Accounts

Security Description	Quantity	Unit Cost(\$)	Price(\$)	Cost Basis(\$)	Market Value(\$)	Unrealized Gain/(Loss)(\$)	G/(L)(%)
990286916	19,257	--	1.00	--	19,257	--	--
ML BANK DEPOSIT PROGRAM							
Total Money Accounts					19,257	--	--

Corporate Bonds

Security Description	Rating	Quantity	Unit Cost(\$)	Price(\$)	Cost Basis(\$)	Accrued Interest(\$)	Market Value(\$)	Unrealized Gain/(Loss)(\$)	G/(L)(%)
HYQB JA27	N/A	10,000	--	139.22	--	227	13,922	--	--
HYDRO QUEBEC LOCAL GOVT GUARN SER GQ 08.250% JAN 15 2027									
UTX19	BBB+	20,000	--	100.31	--	784	20,062	--	--
UNITED TECHNOLOGIES CORP - 08.875% NOV 15 2019									
Total Corporate Bonds						1,011	33,984	--	--

	Market Value(\$)	Unrealized Gain/(Loss)(\$)
Total Holdings	53,242	0
Total Accruals	1,011	
Total Portfolio Value	54,252	0
Short Term Gain		0
Short Term Loss		0
Total Short Term Gain/(Loss)		0
Long Term Gain		0
Long Term Loss		0
Total Long Term Gain/(Loss)		0

Information will not appear if a cost basis is not known, a security price is not currently available, or the Gain/(Loss) calculations are not appropriate for the type of holding.

Money accounts are not adjusted for pending trades.

The G/L% is provided to help you monitor the performance of your specific holdings; because the figure is effected by your particular holding period and transaction history, it should not be used to compare mutual fund performance. Please refer to the fund's Profile for standardized performance information on each mutual fund in your account. Past performance is no guarantee of future returns.

The cost basis for Municipal Bonds that are pending settlement includes accrued interest.

Accounts included in this report: Please refer to the Account List for accounts included in this report.

PGUSD

Regular Meeting of November 14, 2019

Report created October 25, 2019
 for PACIFIC GROVE HIGH SCHOOL SCHOLARSHIP FUND

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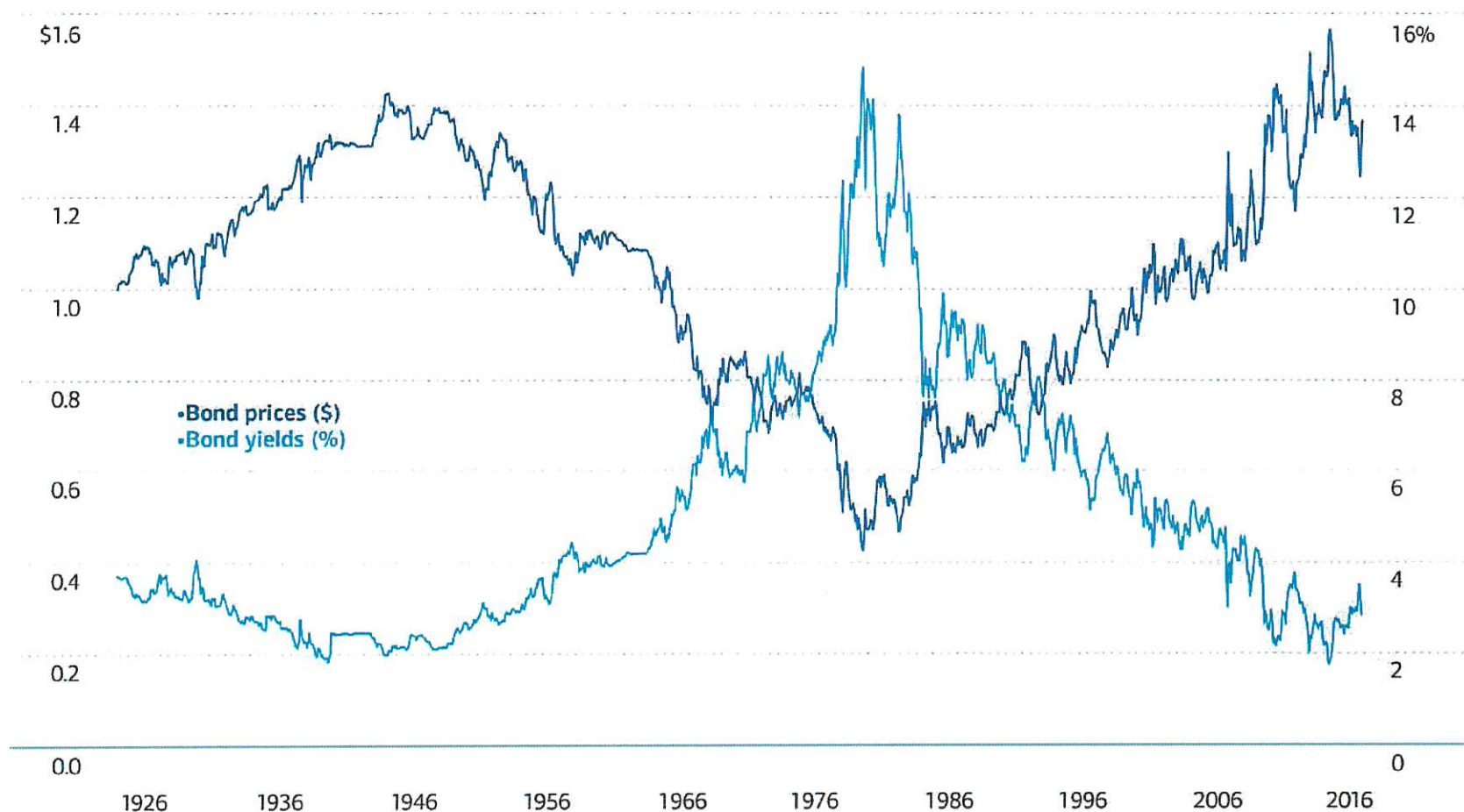
Unrealized Gain/(Loss) by Product

As of Close of Business: 10/24/2019

Accrued interest is not included in the unrealized gain/loss calculations. Therefore, the market value does not include accrued interest.

Relationship between bond prices and yields

When yields increase, bond prices decrease



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Bond Summary - Taxable

As of Close of Business: 10/24/2019

Portfolio Summary

	Taxable
Par Value of Coupon Securities	\$30,000
Par Value of Zero Coupon Securities	\$0
Value of Amortized Securities*	\$0
Average Coupon	8.666%
Average Maturity	2.4yr
Average Yield to Maturity	3.029%
Average Yield to Call	0%
Estimated Annual Income	\$1,713

*All are shown at Par value except for asset back securities which are shown at Amortized value.

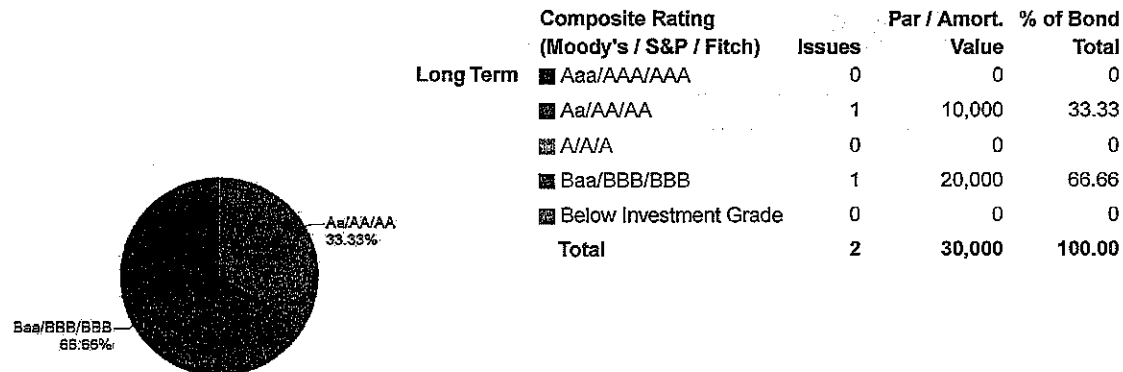
Average Coupon Calculations do not include Zero Coupon and Variable Rate Bonds.

Average Maturity measured in years. Calculations do not include Variable Rate Bonds.

Taxable

Category	Par / Amort. Value	% of Bond Total
U.S. Treasuries	0	0
Agencies	0	0
CDs/Deposit Notes	0	0
Mortgages	0	0
Corporates	30,000	100.00
Preferred	0	0
Zero Coupons	0	0
Asset Backed	0	0
Municipals	0	0
Other	0	0
Total	30,000	100.00

Rating Schedule



FDIC insured products and federal agency / government guaranteed securities, excluding collateralized mortgage obligations, are included in AAA in light of the perceived creditworthiness of the U.S. Government.

The Rating Schedule groups bonds based on a bond's composite rating determined by a methodology set out in the Composite Rating Explanation.

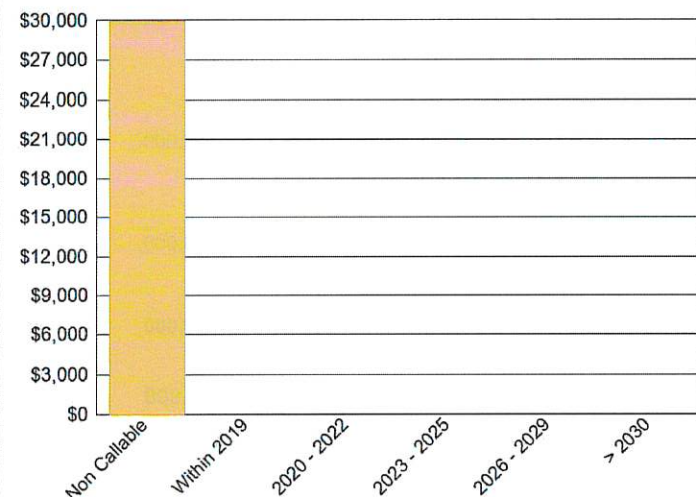
Top 10 Holdings

Security	Par / Amort. Value	% of Bond Total
UNITED TECHNOLOGIES CORP	20,000	66.66
HYDRO QUEBEC	10,000	33.33
Total	30,000	99.99

Bond Summary - Taxable

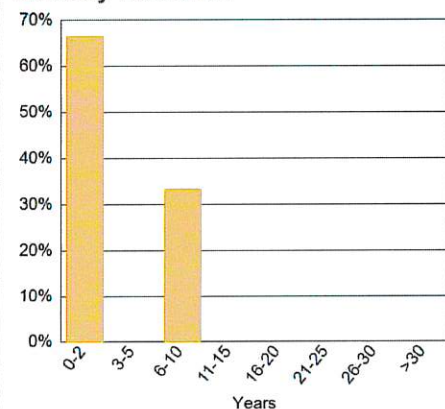
As of Close of Business: 10/24/2019

Call Schedule



Call Date	Issues	Par/Amortized Value Taxable(\$)	% of Bond Total
Non Callable	2	30,000	100.00
Within 2019	0	0	0
2020 - 2022	0	0	0
2023 - 2025	0	0	0
2026 - 2029	0	0	0
> 2030	0	0	0
Total	2	30,000	100.00

Maturity Structure



Short	Intermediate	Long
66.66%	33.33%	0%
Less than 5 yrs	6 to 15 yrs	16 yrs Plus

Principal Due Schedule

Par/Amortized Value			Par/Amortized Value		
Year	Taxable(\$)	% of Bond Total	Year	Taxable(\$)	% of Bond Total
2019	20,000	66.66	2031	0	0
2020	0	0	2032	0	0
2021	0	0	2033	0	0
2022	0	0	2034	0	0
2023	0	0	2035	0	0
2024	0	0	2036	0	0
2025	0	0	2037	0	0
2026	0	0	2038	0	0
2027	10,000	33.33	2039	0	0
2028	0	0	2040	0	0
2029	0	0	2041	0	0
2030	0	0	2042+	0	0
Total			30,000 100.00		

Mortgage Backed Securities are not included in the Principal due Schedule.

Accounts included in this report: Please refer to the Account List for accounts included in this report.

PGUSD

Regular Meeting of November 14, 2019

Report created October 25, 2019
 for PACIFIC GROVE HIGH SCHOOL SCHOLARSHIP FUND

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For Informational Purposes Only - Account Statement is Official Record of Holdings, Balances and Security Values

Bond Detail - Taxable

As of Close of Business: 10/24/2019

Security	Security Description	Moody's/ S&P / Fitch	Special Features	Coupon Rate (%)	Maturity / Pre Refund	Call Date / Price (\$)	Yield To Maturity (%)	Yield To Call (%)	Modified Duration	Accrued Interest (\$)	Est. Annual Income (\$)	Par/Amort Value (\$)	Market Value (\$)
Taxable Holdings													
Corporates													
UTX19 E69Y4	UNITED TECHNOLOGIES CORP	BAA1 BBB+ N/A		8.875	11/15/2019	N/C	3.383	—	0.058	784	888	20,000	20,846
	08.875% NOV 15 2019												
HYQB JA27 B8750	HYDRO QUEBEC LOCAL GOVT GUARN SER GQ	AA2 N/A AA-		8.250	01/15/2027	N/C	2.321	—	5.709	227	825	10,000	14,149
	08.250% JAN 15 2027												
Subtotal Corporates										1,011	1,713	30,000	34,995
Total Bond Holdings										1,011	1,713	30,000	34,995

Other calls, special redemptions, or sinking fund provisions may exist. N/C - Non Callable N/A - Not Available

Special Features: AMT = Securities are subject to Alternative Minimum Tax
 CCB = Continuously Callable Bond
 CLW = Securities are Callable in Whole
 CMW = Securities are Callable at Make Whole
 CSF = Securities are Callable via Sinking Fund
 ERP = Early redemption provision
 ETM = Securities are escrowed to maturity/prior calls may exist
 OTH = Securities have Other call features (i.e. accreted call, percentage accreted call)
 PRF = Securities are pre-refunded to call date
 PUT = Securities have a put feature prior to maturity
 UNK = Securities where call information is not available at this time

Insurance: MBIA, AMBAC, FGIC, CIGC, FSA, BIGI, CONLE

Estimated Income Detail by Security

As of Close of Business: 10/24/2019

Month	Security	Security Description	Pay Date	Tax Status	Interest(\$)	Dividend(\$)	Principal(\$)	Total(\$)
October 2019	990286916	ML BANK DEPOSIT PROGRAM	10/31/2019	Taxable	0.80	0	0	0.80
Subtotal October 2019					0.80	0	0	0.80
November 2019	UTX19 E69Y4	UNITED TECHNOLOGIES CORP - 08.875% NOV 15 2019	11/15/2019	Taxable	888	0	20,000	20,888
	990286916	ML BANK DEPOSIT PROGRAM	11/30/2019	Taxable	0.80	0	0	0.80
Subtotal November 2019					888	0	20,000	20,888
December 2019	990286916	ML BANK DEPOSIT PROGRAM	12/31/2019	Taxable	0.80	0	0	0.80
Subtotal December 2019					0.80	0	0	0.80
January 2020	HYQB JA27 B8750	HYDRO QUEBEC LOCAL GOVT GUARN SER GQ 08.250% JAN 15 2027	01/15/2020	Taxable	413	0	0	413
	990286916	ML BANK DEPOSIT PROGRAM	01/31/2020	Taxable	0.80	0	0	0.80
Subtotal January 2020					413	0	0	413
February 2020	990286916	ML BANK DEPOSIT PROGRAM	02/29/2020	Taxable	0.80	0	0	0.80
Subtotal February 2020					0.80	0	0	0.80
March 2020	990286916	ML BANK DEPOSIT PROGRAM	03/31/2020	Taxable	0.80	0	0	0.80
Subtotal March 2020					0.80	0	0	0.80
April 2020	990286916	ML BANK DEPOSIT PROGRAM	04/30/2020	Taxable	0.80	0	0	0.80
Subtotal April 2020					0.80	0	0	0.80
May 2020	990286916	ML BANK DEPOSIT PROGRAM	05/31/2020	Taxable	0.80	0	0	0.80
Subtotal May 2020					0.80	0	0	0.80
June 2020	990286916	ML BANK DEPOSIT PROGRAM	06/30/2020	Taxable	0.80	0	0	0.80
Subtotal June 2020					0.80	0	0	0.80
July 2020	HYQB JA27 B8750	HYDRO QUEBEC LOCAL GOVT GUARN SER GQ 08.250% JAN 15 2027	07/15/2020	Taxable	413	0	0	413
	990286916	ML BANK DEPOSIT PROGRAM	07/31/2020	Taxable	0.80	0	0	0.80
Subtotal July 2020					413	0	0	413
August 2020	990286916	ML BANK DEPOSIT PROGRAM	08/31/2020	Taxable	0.80	0	0	0.80
Subtotal August 2020					0.80	0	0	0.80
September 2020	990286916	ML BANK DEPOSIT PROGRAM	09/30/2020	Taxable	0.80	0	0	0.80
Subtotal September 2020					0.80	0	0	0.80
Total Income					1,722	0	20,000	21,722

Report includes the estimated monthly income from fixed income, equities and mutual funds. For fixed income, estimates are based on the security's coupon. For equities and mutual funds, estimates are based on recent dividend payments, which may change in the future.

Accounts included in this report: Please refer to the Account List for accounts included in this report.

PGUSD

Regular Meeting of November 14, 2019

For Informational Purposes Only - Account Statement is Official Record of Holdings, Balances and Security Values

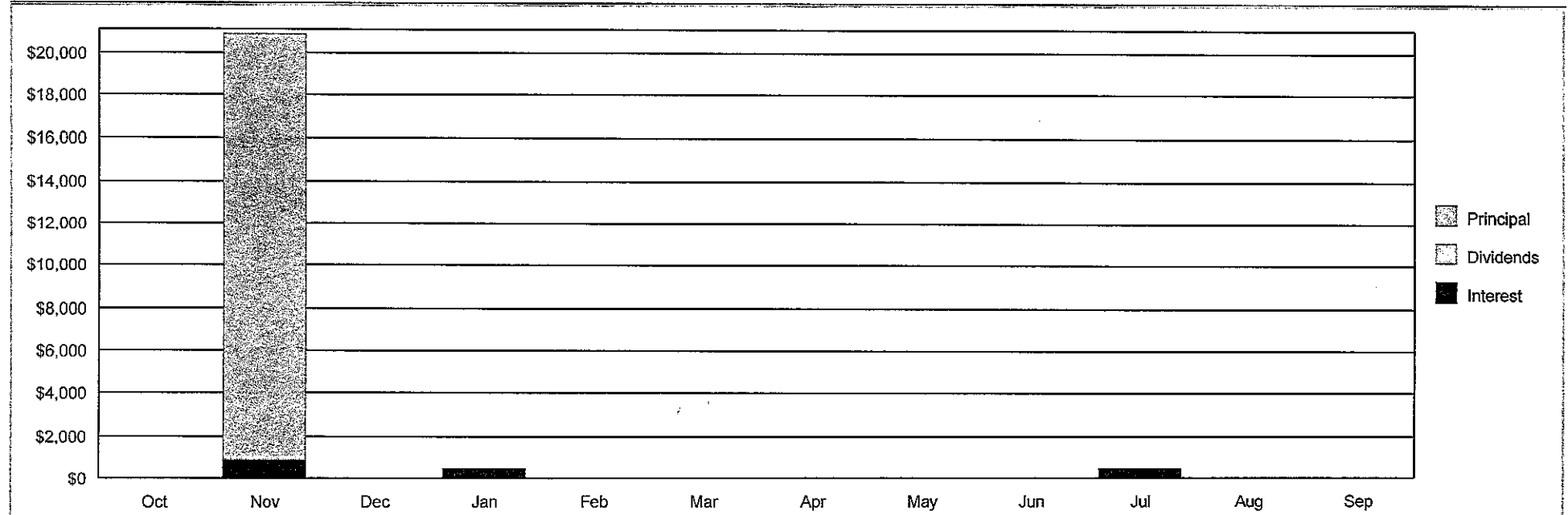
Report created October 25, 2019
for PACIFIC GROVE HIGH SCHOOL SCHOLARSHIP FUND

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Estimated Income Summary

As of Close of Business: 10/24/2019



Month	Interest(\$)		Dividend(\$)		Principal(\$)	Total(\$)
	Tax-Exempt	Taxable	Tax-Exempt	Taxable		
October 2019	0	0.80	0	0	0	0.80
November 2019	0	888	0	0	20,000	20,888
December 2019	0	0.80	0	0	0	0.80
January 2020	0	413	0	0	0	413
February 2020	0	0.80	0	0	0	0.80
March 2020	0	0.80	0	0	0	0.80
April 2020	0	0.80	0	0	0	0.80
May 2020	0	0.80	0	0	0	0.80
June 2020	0	0.80	0	0	0	0.80
July 2020	0	413	0	0	0	413
August 2020	0	0.80	0	0	0	0.80
September 2020	0	0.80	0	0	0	0.80
Total Income	0	1,722	0	0	20,000	21,722

Report includes the estimated monthly income from fixed income, equities and mutual funds. For fixed income, estimates are based on the security's coupon. For equities and mutual funds, estimates are based on recent dividend payments, which may change in the future.

Asset-class winners and losers



Past performance is no guarantee of future results. This is for illustrative purposes only and not indicative of any investment. An investment cannot be made directly in an index. Small stocks are represented by the Ibbotson® Small Company Stock Index. Large stocks are represented by the Ibbotson® Large Company Stock Index, government bonds by the 20-year U.S. government bond, Treasury bills by the 30-day U.S. Treasury bill, and international stocks by the Morgan Stanley Capital International Europe, Australasia, and Far East (EAFE®) Index. An investment cannot be made directly in an index. The data assumes reinvestment of all income and does not account for taxes or transaction costs. The diversified portfolio is equally weighted between small stocks, large stocks, long-term government bonds, Treasury bills, and international stocks (20% each). © Morningstar. All Rights Reserved.

Time Weighted Rate of Return by Period: Yearly

Performance period: 03/06/1997 to 09/30/2019



Action/Discussion Item D
Merrill Lynch
Bank of America Corporation

Period	Opening Balance(\$)	Contributions/ (Withdrawals)(\$)	Interest/ Dividends(\$)	Appreciation/ (Depreciation)(\$)	Closing Balance(\$)	Total Portfolio ROR		ICE BofAML US Corporate Master	
						Period(%)	Cum(%)	Period(%)	Cum(%)
2019	52,555	0	1,837	(142)	54,249	3.22	253.89	12.94	277.68
2018	51,642	0	2,679	(1,767)	52,555	1.77	242.83	(2.25)	234.41
2017	50,833	0	2,600	(1,790)	51,642	1.59	236.88	6.48	242.11
2016	49,972	0	2,600	(1,740)	50,833	1.72	231.60	5.96	221.30
2015	49,518	0	2,600	(2,146)	49,972	0.92	225.99	(0.63)	203.22
2014	46,295	0	2,600	623	49,518	6.96	223.02	7.51	205.15
2013	49,023	(2,000)	2,600	(3,329)	46,295	(1.57)	202.00	(1.46)	183.82
2012	47,142	0	2,600	(719)	49,023	3.99	206.80	10.37	188.01
2011	48,491	(6,000)	2,600	2,051	47,142	9.88	195.03	7.51	160.96
2010	45,090	(1,000)	2,601	1,800	48,491	9.73	168.51	9.52	142.73
2009	48,720	(2,600)	2,605	(3,635)	45,090	(2.20)	144.71	19.76	121.63
2008	45,273	(1,300)	2,702	2,044	48,720	10.78	150.21	(6.82)	85.06
2007	43,845	(1,300)	2,651	77	45,273	6.33	125.86	4.64	98.60
2006	46,534	(3,900)	2,599	(1,387)	43,845	2.58	112.41	4.38	89.79
2005	45,911	(1,600)	2,599	(377)	46,534	4.90	107.08	1.97	81.83
2004	46,106	(2,600)	2,603	(197)	45,911	5.35	97.41	5.41	78.32
2003	44,379	(1,300)	2,622	405	46,106	6.93	87.38	8.31	69.16
2002	42,076	(3,900)	2,678	3,525	44,379	14.90	75.22	10.17	56.18
2001	42,573	(3,912)	2,695	720	42,076	8.23	52.50	10.70	41.76
2000	36,822	0	2,864	2,887	42,573	15.62	40.90	9.13	28.06
1999	41,126	(1,290)	2,776	(5,789)	36,822	(7.12)	21.87	(1.89)	17.34
1998	38,774	(1,875)	2,719	1,508	41,126	11.05	31.22	8.72	19.59
1997	0	(575)	2,823	36,526	38,774	18.16	18.16	10.00	10.00
Total	0	(35,152)	60,253	29,149	54,249		253.89		277.68

Note that various factors, including unpriced securities, and certain adjustments, holdings or activity may cause report results to differ from actual performance. Report results may also differ from results reported by other Merrill Lynch services. Past performance does not guarantee future results.

Tax Summary Overview

As of Close of Business: 10/24/2019

Account Taxable	Interest and Dividends (\$) thru Sep 2019				Long Term Capital Gain Distributions ²	YTD Realized Gain/(Loss)(\$)			Unrealized Gain/(Loss)(\$)				Total
	Tax-Exempt Interest	Taxable Interest	Tax-Exempt Dividends	Taxable Dividends ¹		Short Term	Long Term	Total	Short Term Gain	Short Term (Loss)	Long Term Gain	Long Term (Loss)	
XXX-XX253*	0	1,378	0	0	0	0	0	0	0	0	0	0	0
Subtotal	0	1,378	0	0	0	0	0	0	0	0	0	0	0
Total	0	1,378	0	0	0	0	0	0	0	0	0	0	0

* The Unrealized Gain/(Loss) totals for this account may not include certain securities held in the account, such as corporate action items or other securities that have insufficient cost data available to accurately calculate the unrealized gain/loss figures on the transactions.

¹ Dividends may include long term capital gain distributions.

² Long Term Capital Gain Distributions are through prior month end and are a subset of Total Taxable Dividends.

The "Interest and Dividend" values reflect the previous month-end statement totals of interest and dividend income. The interest total may include reportable interest, tax-exempt interest, and bank deposit interest. The dividend total may include reportable dividends, money fund dividends, tax-exempt fund dividends and non reportable dividend income.

The report is for informational purposes only and we suggest that you review this information with your tax advisor. Please refer to your account statement for the official record of income payments credited to your account.

The Realized Gain/(Loss) totals for this account do not include sales transactions where cost information is unavailable or data is insufficient to accurately calculate the realized gain/loss figures.

The Realized and Unrealized Gain/(Loss) totals reflected in the Tax Overview are for informational purposes only, and we suggest that you review this information with your tax advisor. Please note that pending sale transactions (trades that have not settled) are not reflected in the Realized or Unrealized Gain/(Loss) sections of the Tax Summary Overview.

Any information presented about tax considerations affecting your financial transactions or arrangements is not intended as tax advice and cannot be relied upon for the purpose of avoiding any tax penalties. Neither Merrill Lynch nor its Financial Advisors provide tax, accounting or legal advice. You should review any planned financial transactions or arrangement that may have tax, accounting or legal implications with your personal professional advisors.

Bond Rating Glossary

As of Close of Business: 10/24/2019

The following charts show a summary description of the long and short term bond ratings for Moody's, S&P and Fitch rating agencies:

Moody's

Long-Term Corporate Credit Obligations

Rating	Description
Aaa	Obligations rated Aaa are judged to be of the highest quality, with minimal credit risk.
Aa	Obligations rated Aa are judged to be of high quality and are subject to very low credit risk.
A	Obligations rated A are considered upper-medium grade and are subject to low credit risk.
Baa	Obligations rated Baa are subject to moderate credit risk. They are considered medium grade and as such may possess certain speculative characteristics.
Ba	Obligations rated Ba are judged to have speculative elements and are subject to substantial credit risk.
B	Obligations rated B are considered speculative and are subject to high credit risk.
Caa	Obligations rated Caa are judged to be of poor standing and are subject to very high credit risk.
Ca	Obligations rated Ca are highly speculative and are likely in, or very near, default, with some prospect of recovery of principal and interest.
C	Obligations rated C are the lowest rated class of bonds and are typically in default, with little prospect for recovery of principal or interest.

Note: Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

Short-Term Corporate Credit Obligations

Rating	Description
P-1	Issuers (or supporting institutions) rated Prime-1 have a superior ability to repay short-term debt obligations.
P-2	Issuers (or supporting institutions) rated Prime-2 have a strong ability to repay short-term debt obligations.
P-3	Issuers (or supporting institutions) rated Prime-3 have an acceptable ability to repay short-term obligations.
NP	Issuers (or supporting institutions) rated Not Prime do not fall within any of the Prime rating categories.

Note: Canadian issuers rated P-1 or P-2 have their short-term ratings enhanced by the senior-most long-term rating of the issuer, its guarantor or support-provider.

Municipal Investment Grade

Rating	Description
MIG 1	This designation denotes superior credit quality. Excellent protection is afforded by established cash flows, highly reliable liquidity support, or demonstrated broad-based access
MIG 2	This designation denotes strong credit quality. Margins of protection are ample, although not as large as in the preceding group.
MIG 3	This designation denotes acceptable credit quality. Liquidity and cash-flow protection may be narrow, and market access for refinancing is likely to be less well established.
SG	This designation denotes speculative-grade credit quality. Debt instruments in this category may lack sufficient margins of protection.

Variable Municipal Investment Grade

Rating	Description
VMIG 1	This designation denotes superior credit quality. Excellent protection is afforded by the superior short-term credit strength of the liquidity provider and structural and legal protections that ensure the timely payment of purchase price upon demand.
VMIG 2	This designation denotes strong credit quality. Good protection is afforded by the strong short-term credit strength of the liquidity provider and structural and legal protections that ensure the timely payment of purchase price upon demand.
VMIG 3	This designation denotes acceptable credit quality. Adequate protection is afforded by the satisfactory short-term credit strength of the liquidity provider and structural and legal protections that ensure the timely payment of purchase price upon demand.
SG	This designation denotes speculative-grade credit quality. Demand features rated in this category may be supported by a liquidity provider that does not have an investment grade short-term rating or may lack the structural and/or legal protections necessary to ensure the timely payment of purchase price upon demand.

Bond Rating Glossary

As of Close of Business: 10/24/2019

Standard & Poor's

Long-Term Issue Credit Ratings

Rating	Description
AAA	An obligation rated 'AAA' has the highest rating assigned by Standard & Poor's. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.
AA	An obligation rated 'AA' differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial commitment on the obligation is very strong.
A	An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong.
BBB	An obligation rated 'BBB' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.
B	An obligation rated 'B' is more vulnerable to nonpayment than obligations rated 'BB', but the obligor currently has the capacity to meet its financial commitment on the obligation. Adverse business, financial, or economic conditions will likely impair the obligor's capacity or willingness to meet its financial commitment on the obligation.
CCC	An obligation rated 'CCC' is currently vulnerable to nonpayment, and is dependent upon favorable business, financial, and economic conditions for the obligor to meet its financial commitment on the obligation. In the event of adverse business, financial, or economic conditions, the obligor is not likely to have the capacity to meet its financial commitment on the obligation.
CC	An obligation rated 'CC' is currently highly vulnerable to nonpayment.
C	A 'C' rating is assigned to obligations that are currently highly vulnerable to nonpayment, obligations that have payment arrearages allowed by the terms of the documents, or obligations of an issuer that is the subject of a bankruptcy petition or similar action which have not experienced a payment default. Among others, the 'C' rating may be assigned to subordinated debt, preferred stock or other obligations on which cash payments have been suspended in accordance with the instrument's terms or when preferred stock is the subject of a distressed exchange offer, whereby some or all of the issue is either repurchased for an amount of cash or replaced by other instruments having a total value that is less than par.
D	An obligation rated 'D' is in payment default. The 'D' rating category is used when payments on an obligation, including a regulatory capital instrument, are not made on the date due even if the applicable grace period has not expired, unless Standard & Poor's believes that such payments will be made during such grace period. The 'D' rating also will be used upon the filing of a bankruptcy petition or the taking of similar action if payments on an obligation are jeopardized. An obligation's rating is lowered to 'D' upon completion of a distressed exchange offer, whereby some or all of the issue is either repurchased for an amount of cash or replaced by other instruments having a total value that is less than par.

Long-Term Issue Credit Ratings (continued)

NR	This indicates that no rating has been requested, that there is insufficient information on which to base a rating, or that Standard & Poor's does not rate a particular obligation as a matter of policy.
BB, B, CCC, CC, and C	Obligations rated 'BB', 'B', 'CCC', 'CC', and 'C' are regarded as having significant speculative characteristics. 'BB' indicates the least degree of speculation and 'C' the highest. While such obligations will likely have some quality and protective characteristics, these may be outweighed by large uncertainties or major exposures to adverse conditions.
Plus (+) or minus (-)	The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.
Issue credit ratings are based, in varying degrees, on Standard & Poor's analysis of the following considerations:	
<ul style="list-style-type: none"> - Likelihood of payment-capacity and willingness of the obligor to meet its financial commitment on an obligation in accordance with the terms of the obligation; - Nature of and provisions of the obligation; - Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganization, or other arrangement under the laws of bankruptcy and other laws affecting creditors' rights. Issue ratings are an assessment of default risk, but may incorporate an assessment of relative seniority or ultimate recovery in the event of default. Junior obligations are typically rated lower than senior obligations, to reflect the lower priority in bankruptcy, as noted above. (Such differentiation may apply when an entity has both senior and subordinated obligations, secured and unsecured obligations, or operating company and holding company obligations.) 	

Short-Term Issue Credit Ratings

Rating	Description
A-1	A short-term obligation rated 'A-1' is rated in the highest category by Standard & Poor's. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.
A-2	A short-term obligation rated 'A-2' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitment on the obligation is satisfactory.
A-3	A short-term obligation rated 'A-3' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.
B	A short-term obligation rated 'B' is regarded as having significant speculative characteristics. Ratings of 'B-1', 'B-2', and 'B-3' may be assigned to indicate finer distinctions within the 'B' category. The obligor currently has the capacity to meet its financial commitment on the obligation; however, it faces major ongoing

Bond Rating Glossary

As of Close of Business: 10/24/2019

Standard & Poor's

Short-Term Issue Credit Ratings (continued)

	uncertainties which could lead to the obligor's inadequate capacity to meet its financial commitment on the obligation
B-1	A short-term obligation rated 'B-1' is regarded as having significant speculative characteristics, but the obligor has a relatively stronger capacity to meet its financial commitments over the short-term compared to other speculative-grade obligors.
B-2	A short-term obligation rated 'B-2' is regarded as having significant speculative characteristics, and the obligor has an average speculative-grade capacity to meet its financial commitments over the short-term compared to other speculative-grade obligors.
B-3	A short-term obligation rated 'B-3' is regarded as having significant speculative characteristics, and the obligor has a relatively weaker capacity to meet its financial commitments over the short-term compared to other speculative-grade obligors.
C	A short-term obligation rated 'C' is currently vulnerable to nonpayment and is dependent upon favorable business, financial, and economic conditions for the obligor to meet its financial commitment on the obligation.
D	A short-term obligation rated 'D' is in payment default. The 'D' rating category is used when payments on an obligation, including a regulatory capital instrument, are not made on the date due even if the applicable grace period has not expired, unless Standard & Poor's believes that such payments will be made during such grace period. The 'D' rating also will be used upon the filing of a bankruptcy petition or the taking of a similar action if payments on an obligation are jeopardized.

Municipal Short-Term Note Ratings

Rating	Description
SP-1	Strong capacity to pay principal and interest. An issue determined to possess a very strong capacity to pay debt service is given a plus (+) designation.
SP-2	Satisfactory capacity to pay principal and interest, with some vulnerability to adverse financial and economic changes over the term of the notes.
SP-3	Speculative capacity to pay principal and interest.
A Standard & Poor's U.S. municipal note rating reflects Standard & Poor's opinion about the liquidity factors and market access risks unique to the notes. Notes due in three years or less will likely receive a note rating. Notes with an original maturity of more than three years will most likely receive a long-term debt rating. In determining which type of rating, if any, to assign, Standard & Poor's analysis will review the following considerations:	
<ul style="list-style-type: none"> - Amortization schedule-the larger the final maturity relative to other maturities, the more likely it will be treated as a note; and - Source of payment-the more dependent the issue is on the market for its refinancing, the more likely it will be treated as a note. 	

Fitch

Long-Term Rating

Rating	Description
AAA	'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.
AA	'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.
A	'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.
BBB	'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.
BB	'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.
B	'B' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.
CCC	Default is a real possibility.
CC	Default of some kind appears probable.
C	Default appears imminent or inevitable.
D	Indicates a default. Default generally is defined as one of the following: <ul style="list-style-type: none"> - Failure to make payment of principal and/or interest under the contractual terms of the rated obligation; - The bankruptcy filings, administration, receivership, liquidation or other winding-up or cessation of the business of an issuer/obligor; or - The coercive exchange of an obligation, where creditors were offered securities with diminished structural or economic terms compared with the existing obligation.
<p>In the case of structured and project finance, while the ratings do not address the loss severity given default of the rated liability, loss severity assumptions on the underlying assets are nonetheless typically included as part of the analysis. Loss severity assumptions are used to derive pool cash flows available to service the rated liability.</p> <p>In the case of public finance, the ratings also do not address the loss given default of the rated liability, focusing instead on the vulnerability to default of the rated liability.</p> <p>The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories. Such suffixes are not added to the 'AAA' Long-Term Rating category, or categories below 'B'.</p>	

Bond Rating Glossary

As of Close of Business: 10/24/2019

Short-Term Ratings

Rating	Description
F1(+)	Indicates the strongest intrinsic capacity for timely payment of financial commitments; may have an added "+" to denote any exceptionally strong credit feature.
F2	Good intrinsic capacity for timely payment of financial commitments.
F3	The intrinsic capacity for timely payment of financial commitments is adequate.
B	Minimal capacity for timely payment of financial commitments, plus heightened vulnerability to near term adverse changes in financial and economic conditions.
C	Default is a real possibility.
RD	Indicates an entity that has defaulted on one or more of its financial commitments, although it continues to meet other financial obligations. Applicable to entity ratings only.
D	Indicates a broad-based default event for an entity, or the default of a specific short-term obligation.

Composite Rating Explanation

As of Close of Business: 10/24/2019

The composite ratings are the simple averages of ratings from three agencies. The calculation is based on using the average of Moody's, S&P and Fitch ratings. The numeric equivalent is determined for each rating as defined in Table 1 (for long term) and Table 2 (for short term). The average of the numeric equivalents for each agency is rounded to the nearest integer and then converted back to the corresponding summary category that is also defined in the tables. If only two of the designated agencies rate a bond, the composite rating is based on an average of the two. Likewise, if only one of the designated agencies rates a bond, the composite rating is based on that one rating.

In the cases where there are mixes of long and short term ratings for a given bond, the following rules are applied:

Two short term and one long term ratings - Determine the average using the two short term ratings

Two long term and one short term ratings - Determine the average using the two long term ratings

One long term, one short term and one non-rated ratings - Determine the average using the single short term rating

Table 1 - Long Term Ratings Chart

Weighted Value	Moody's	S&P	Fitch	Summary Category
1	Aaa	AAA	AAA	Aaa/AAA/AAA
2	Aa1	AA+	AA+	Aa/AA/AA
3	Aa2	AA	AA	
4	Aa3	AA-	AA-	
5	A1	A+	A+	A/A/A
6	A2	A	A	
7	A3	A-	A-	
8	Baa1	BBB+	BBB+	Baa/BBB/BBB
9	Baa2	BBB	BBB	
10	Baa3	BBB-	BBB-	
11	Ba1	BB+	BB+	Below Investment Grade
12	Ba2	BB	BB	
13	Ba3	BB-	BB-	
14	B1	B+	B+	
15	B2	B	B	
16	B3	B-	B-	
17	Caa1	CCC+	N/A	
18	Caa2	CCC	CCC	
19	Caa3	CCC-	N/A	
20	Ca	CC	CC	
21	C	C	C	
22	N/A	N/A	RD	
23	N/A	D	D	
N/A	NR	NR	NR	Other/Non-Rated

Table 2 - Short Term Ratings Chart

Weighted Value	Moody's Prime	Moody's Municipal Investment Grade	Moody's Variable Municipal Investment Grade	S&P	S&P Municipal	Fitch	Summary Category
.8	N/A	N/A	N/A	A-1+	SP-1+	F1+	Highest
1	P-1	MIG 1	VMIG 1	A-1	SP-1	F1	
2	P-2	MIG 2	VMIG 2	A-2	SP-2	F2	Good
3	P-3	MIG 3	VMIG 3	A-3	N/A	F3	Fair
3.2	N/A	N/A	N/A	B	N/A	B	Speculative Grade
3.4	N/A	N/A	N/A	B-1	N/A	N/A	
3.6	N/A	N/A	N/A	B-2	N/A	N/A	
3.8	N/A	N/A	N/A	B-3	N/A	N/A	
4	NP	SG	SG	C	SP-3	C	
4.2	N/A	N/A	N/A	N/A	N/A	N/A	
4.4	N/A	N/A	N/A	D	N/A	D	
N/A	NR	NR	NR	NR	NR	NR	Other/Non-Rated

Examples

The following sample is for a bond with three long term ratings:

ML Sec #: B3HJ5
 Security: COVENTRY HEALTH CARE INC
 Ratings: Moody's = Ba1 S&P = BBB Fitch = BBB-
 Composite Rating: $(11 + 9 + 10) = 30 / 3 = 10 \Rightarrow$ Baa/BBB/BBB.

Another example with three long term ratings:

ML Sec #: E6CP8
 Security: TYSON FOODS INC
 Ratings: Moody's = Ba1 S&P = BBB- Fitch = BB+
 Composite Rating: $(11 + 10 + 11) = 32 \Rightarrow 10.667 \Rightarrow 11 \Rightarrow$ Below Investment Grade

The following sample is for a bond with one long term and one short term rating:

ML Sec #: ME708
 Security: DENVER COLO CY-CO ARPT
 Ratings: Moody's = NR (non-rated) S&P = A-1 (short term)
 Fitch = AA+ (long term)
 Composite Rating: $(1 + 1) = 2 / 2 = 1 \Rightarrow$ Highest (short term)

Important Information About Reference Indices

Market indices are included in this report to provide a reference point when reviewing the performance of your account(s). Indices provide a general source of information on how various market segments and types of investments have performed in the past. The index illustrated may be a single index, a combination of indices, or may include the performance of a Merrill Lynch allocation model. The characteristics of the indices provided may differ from your actual account(s). You should discuss with your Financial Advisor the reference indices selected and how they compare with your account(s).

Additional Comparatives: The following indices are further reference points to various broad market indices. Based on the exhibits selected, these indices may or may not be included in this report.

Wilshire 5000 Total Market Index

ICE BofAML US Broad Market Bond

ICE BofAML US Corporate Master

ICE BofAML 3-Month US Treasury Bill

Reference Indices may be included as a general source of information regarding the performance of certain types of investments (e.g., US equities, international equities, fixed income, cash, etc.). Direct investment into an index cannot be made. Additional information regarding the indices shown is available from your Financial Advisor.

The Russell Indexes are marks of Frank Russell Company.

Performance data for indices is generally available on a "Close of Business" or monthly basis for the performance date range.

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Fundamental Equity Opinion Key: Opinions include a Volatility Risk Rating, an Investment Rating and an Income Rating.

BofAML Research VOLATILITY RISK RATINGS, indicators of potential price fluctuation, are:

- A - Low,
- B - Medium, and
- C - High.

BofAML Research INVESTMENT RATINGS, reflect the analyst's assessment of a stock's: (i) absolute total return potential and (ii) attractiveness for investment relative to other stocks within its coverage cluster (defined below).

There are three investment ratings:

- 1 - Buy (stocks are expected to have a total return of at least 10% and are the most attractive stocks in the coverage cluster),
- 2 - Neutral (stocks are expected to remain flat or increase in value and are less attractive than Buy rated stocks),
- 3 - Underperform (stocks are the least attractive stocks in a coverage cluster), and

Analysts assign investment ratings considering, among other things, the 0-12 month total return expectation for a stock and the firm's guidelines for ratings dispersions (shown in the table below). The current price objective for a stock should be referenced to better understand the total return expectation at any given time. The price objective reflects the analyst's view of the potential price appreciation (depreciation).

BofAML Research Investment rating	Total return expectation (within 12-month period of date of initial rating)	Ratings dispersion guidelines for coverage cluster*
Buy	greater than or equal to 10%	less than or equal to 70%
Neutral	greater than or equal to 0%	less than or equal to 30%
Underperform	N/A	greater than or equal to 20%

*Ratings dispersions may vary from time to time where BofAML Research believes it better reflects the investment prospects of stocks in a Coverage Cluster.

Coverage Cluster is comprised of stocks covered by a single analyst or two or more analysts sharing a common industry, sector, region or other classification(s). A stock's coverage cluster is included in the most recent Merrill Lynch Comment referencing the stock.

BofAML Research INCOME RATINGS, indicators of potential cash dividends, are:

- 7 - same/higher (dividend considered to be secure),
- 8 - same/lower (dividend not considered to be secure), and
- 9 - pays no cash dividend.

Closed-end Fund Investment Opinion Key: Opinions include an identifier and an investment rating. The identifier, "F," denotes a closed-end fund and the number is a fund's investment rating, which is based on our 12 month expectation of stability of the Fund's distributions (including net investment income, short and long term capital gains and return of capital) and stock price from the date of the initial rating.

BofAML Research INVESTMENT RATINGS

- 1 - Buy (indicating that distributions are expected to be the same or increase and that the stock price is expected to be stable or increase),
- 2 - Neutral (indicating that distributions are expected to remain the same or decrease and that the stock price is expected to be stable), and
- 3 - Underperform (indicating that distributions are expected to decrease and that the stock price is expected to decline)

Important Information: Independent, third-party research on certain companies covered by the firm's research is available to clients at no cost. Clients can access this research at www.mlol.ml.com or can call 1-800-MERRILL to request that a copy of this research be sent to them. For explanation of independent, third-party research ratings key, ask a Financial Advisor at (888) ML-INVEST (654-6837) or go to www.ml.com/independentresearch. Please note that the independent, third-party research rating shown above is not necessarily equivalent to, or derived using the same methodology as, BofAML Research ratings or the ratings of other independent, third-party research providers.

Important Information About This Report

This analysis is a brokerage report that provides you with a detailed review of your investment strategy, including current financial positions, asset allocation and investment performance. In conjunction with a Financial Advisor's assistance, this report can help you make informed investment decisions in order to support your financial objectives. Merrill Lynch offers brokerage, investment advisory and other services. For more information about any of these services and their differences, including the type of advice and assistance offered, see your Financial Advisor. Please note that security classifications and definitions of objectives described below can be changed from time to time at the discretion of Merrill Lynch.

This Report provides important information about your account(s), market indices, goals and risk level. The return information for the account(s), market indices and return comparison charts reflect time-weighted rates of return unless the returns are labeled "money weighted rates of return". Time-weighted rates of return should be used to judge the performance of the selected investment manager(s) and the money weighted rate of return should be used to assess overall growth and accumulation of wealth. Both return calculations reflect transaction costs, market appreciation or depreciation and the reinvestment of capital gains, dividends, interest and other income. The treatment of fees is discussed below.

For accounts enrolled in managed account programs such as the Investment Advisory Program (utilizing Managed or Custom Managed strategies), Consults, BlackRock Private Investors ("BR PI"), Mutual Fund Advisor ("MFA"), client agreements, disclosure statements, and profiles (if applicable) can provide additional information about these programs, including applicable fees, restrictions and other terms.

Merrill Lynch is both a broker-dealer and an investment adviser, and it offers both brokerage and investment advisory services. There are important differences between these services, including the type of advice and assistance provided, the fees charged, and the rights and obligations of the parties. Brokerage services are also regulated under different laws and rules than advisory services. It is important for you to understand these differences, particularly when determining which service or investments you might select.

Pricing of Securities

Pricing of securities is provided for your information. Your Account Statement is your official record of holdings, balances, and security values for your accounts at Merrill Lynch and sold to you by your Advisor. Unless you or a third party have provided the values for any External Assets, values reflect information as of the "Close of Business" date reflected at the top of each exhibit. Values for External Assets (if you have chosen to include them) will reflect information as of the "Close of Business" date indicated, provided pricing information for the particular security is available to Merrill Lynch. Otherwise, pricing information for External Assets are based on values you or a third party have provided to Merrill Lynch. Please contact your Advisor if you have questions relating to pricing information. Please see the "External Assets" section at the end of this Report for important information relating to External Assets generally, including reviewing the External Assets with your Advisor on a regular basis.

Annuities and life insurance products are not held in your account. Their values are listed in the report for your convenience. Life Insurance Cash Values and Annuity Contract Values are used to calculate Total Portfolio Value. These values are as of "close of one business" day prior to the "as of" date shown. Cash values may not reflect immediately available funds due to loan balances and/or policy changes. Annuity Contract Values may not reflect immediately available funds due to contract changes. All market values include accrued interest, unless otherwise indicated.

Performance

Account values, cash flows and returns may differ from other sources due to differing methods of pricing, accounting or calculation. This Report is prepared on a trade date basis using accrued income when sufficient data is available and thus will differ from a report prepared on a settlement date basis (e.g., your Merrill Lynch account statement). From time to time, asset valuation or transaction data may be adjusted, which in turn may impact the portfolio performance calculations and other information shown in the report. In addition, if your account(s) holds "when issued securities," which are not valued by Merrill Lynch until the settlement date, your asset allocation may not be accurately reflected.

Rate of returns presented "Net of Fees" reflect the deduction of the Investment Advisory program fee, where applicable. The deduction of the Investment Advisory fee, where applicable, is also reflected in

the Appreciate/Depreciation section. Other than the applicable program fee, net returns do not reflect the deduction of fees that may be charged directly to an underlying account, including, but not limited to brokerage-related commissions, transfer taxes, margin interest, certain redemption fees, exchange or similar fees (such as American Depositary Receipts) charged by third parties, including issuers, electronic fund, wire or other account transfer fees, annual investor fees and repurchase fees relating to exchange-traded notes and other charges imposed by law. Rate of returns presented "Gross of Fees" are shown before the deduction of advisory fees where applicable in order to make them comparable to the returns of the market indices. Rate of returns are presented "Net of Fees" unless noted as "Gross of Fees." Please refer to the applicable ADV Brochure and Client Agreement for a full description of investment advisory fees for accounts enrolled in an investment advisory program. Market indices or other benchmark returns are shown for comparison purposes only, and there is no assurance or guarantee that such performance will be achieved. Market indices are unmanaged. It is not possible to invest in an index. Depending on how account fees are paid (see below), the account returns may be shown after the deduction of fees for certain periods. When the fee is deducted directly from this account(s), information will be shown both before and after the deduction of fees. When the fee is deducted directly from another account(s), information will be shown before the deduction of fees.

- For periods prior to September 1998, information will be shown before the deduction of fees.
- For periods after September 1998, information will be shown both before and after the deduction of fees.

It is very important that you provide Merrill Lynch with current information regarding the management of your account(s). We encourage you to contact your Advisor if there have been any changes in your financial situation or investment objectives, or if you wish to impose any reasonable restrictions on the management of your account(s) or reasonably modify existing restrictions. If you are enrolled in a dual-contract investment advisory program where you separately contract with a third-party investment manager, it is also important to notify your investment manager with respect to any changes in your financial situation, investment objectives and/or restrictions. If you would like to receive a free copy of the current Form ADV Brochure(s) for the investment advisory program(s) in which your account(s) is enrolled, please send a written request with your account number(s) to: Managed Accounts Processing and Services, 4800 Deer Lake Drive West, Building 1, 3rd Fl., Jacksonville, FL 32246. You may also obtain a copy of the various Merrill Lynch advisory program brochures by accessing the Securities and Exchange Commission ("SEC") website at www.adviserinfo.sec.gov.

The valuation of hedge funds is prepared based upon information from third party sources. The information has not been verified and cannot be guaranteed. This data may include estimates and is subject to revision.

If an account has been managed by more than one manager, the manager name in the Report reflects the current manager. However, return and standard deviation information may be calculated using the entire history of each account. This Report may also include information for account(s) that are not managed by an investment manager (i.e., where you make the investment decisions).

Classification of Securities

For Asset Class, Sector or Size and Style Analysis reports, securities are generally classified by asset class, sector, size and style and, for Fixed Income, maturity.

- For Size and Style, security classification is as follows: a capitalization breakpoint of \$19.70 billion defines the size Large Cap, \$19.70 billion to \$6.40 billion for Mid Cap, and less than \$6.40 billion for Small Cap for domestic equity securities. Small/Mid Cap (SMID) is defined as less than \$19.70 billion. The style (Growth, Core or Value) for these securities is defined by a proprietary procedure which utilizes a series of quantitative and qualitative metrics (e.g., expected earnings growth, analyst coverage, etc.).

- For Equity Sector, security classifications are based on Global Industry Classification Standard ("GICS"). Source: Morgan Stanley Capital International ("MSCI") and Standard & Poor's ("S&P"), a division of the McGraw Hill Companies, Inc.

- For Fixed Income, maturity breakpoints are as follows: Short-Term: 0-5 years, Intermediate-Term: 5-15 years, Long-Term greater than 15 years.

Accounts included in this report: Please refer to the Account List for accounts included in this report.

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Important Information About This Report



- For Fixed Income, Non-Securitized US Agency, US Government Sponsored Enterprise, and Super National debt are classified as US Government / Quasi Government. All Securitized Agency and Government Sponsored Enterprise debt are classified as Securitized.
- For Fixed Income, bonds are classified as either Investment Grade or High Yield based on the bond's composite rating as determined by a methodology set out in the Composite Rating Explanation, with the exception of bonds pre-refunded or maturity to escrow (including partial redemptions). Bonds pre-refunded or maturity to escrow (including partial redemptions) are classified as investment grade and placed in their respective fixed income sector.
- Equity Region classifications are based on country of domicile and mapped to Merrill Lynch's RIC (Research Investment Committee) global regions.
- Convertible securities and options are classified as Equities. Preferred Stock is classified as Fixed Income. Life Insurance products are classified as Other.

When available, Market-Linked Investments are classified by the nature of the referenced or linked security or market measure associated with that market-linked investment which may be an individual security, index, or other investment such as a mutual fund or exchange traded fund.

For mutual funds, exchange traded funds, closed end funds and the investment options of underlying annuities, the fund may be shown by holdings or, optionally, by profile (fund objective).

When shown by holdings, the fund is classified by the asset class, sector, size and style or maturity breakdown (excluding Fixed Income Sectors where applicable) of those holdings. When shown by profile, the fund is classified by the asset class, sector (excluding Fixed Income Sectors where applicable), size and style or maturity provided by vendors and mapped to Merrill's GWIM Chief Investment Office allocation schema in order to report the industry's or Merrill Lynch's interpretation of the objective of the fund/pooled investment vehicle. Note that the data used for this classification is obtained from a variety of sources and may not be current (see "Data As Of" date shown in the Details Section for the date the portfolio holdings were reported by the fund).

Additionally, Mutual funds, exchange traded funds, closed end funds and the investment options of underlying annuities may change their portfolio holdings on a regular (often daily) basis.

Accordingly, any analysis that includes mutual funds, exchange traded funds, closed end funds, and the investment options of underlying annuities may not accurately reflect the current composition of these funds. The classification of these securities may differ from other sources due to differing methods of classification (e.g. shown and classified by holdings versus by profile). As such, this Report may differ from other reports (e.g., your Merrill Lynch account statement, in which these funds are always shown by profile) depending on whether the funds are shown by holdings or by profile in this Report.

In particular, Non-Traditional Funds (NTFs), mutual funds and exchange traded funds that pursue alternative strategies or provide alternative asset exposure, may be classified as alternative investments when shown by profile, but when shown by holdings, the NTF will be classified by the asset class, sector, size and style or maturity breakdown of its holdings, which may reflect no allocation to alternative investments.

If the holdings or profile data for mutual funds, exchange traded funds, or closed end funds is not available, the fund is classified by its predominant asset class ("Data As Of" date shown as "N/A" in the Details Section).

If the holdings or profile data for the investment options of underlying annuities is not available, fixed annuities and market value adjusted annuities are classified as Fixed Income and variable annuities are classified as Equities. Note that annuities and life insurance products are not held in your account but are included here for your information.

The Details Section may also provide summary information regarding accounts enrolled in managed account programs such as the Investment Advisory Program (utilizing Managed or Custom Managed strategies), Consults, BlackRock Private Investors ("BR PI"), and MFA, classification detail for the managed account is not based on your actual holdings but on the investment style that has been identified for the specific investment manager/style. Your Financial Advisor can also provide a report based on the account's actual holdings.

When External Assets are included in a Report (as described further in the External Assets section of this Appendix), holdings are generally classified, where available, as indicated above and are based on

classification types established by Merrill Lynch. The Merrill Lynch classification types may differ from those used at those institutions where your External Assets are maintained. These differences in classification may cause the External Assets in your External Accounts to be displayed in asset allocations and/or sector information on your Merrill Lynch Reports that differ from how they appear in those other institutions. These differences in classification types do not impact the valuation of the External Assets. Allocations reported when a classification is not available for External Accounts and External Account Proxies are classified as "Other".

Classification details for mutual funds, closed end funds, certain managed accounts, annuities and External Account Proxies are identified in "Details for Managed Assets and Pooled Investments" ("Details Section").

"External Account Proxy" are External Accounts that you have generally identified in the aggregate and not by specific holdings. Be sure to periodically review these accounts with your Financial Advisor and advise if there have been any changes to the holdings in or value of these Accounts.

When External Accounts and External Account Proxies are included in a Report (as described further in the External Assets section of this Report), holdings are generally classified, where available, as indicated above. If a classification is not available, External Accounts and External Account Proxies are classified as "Other".

If "Portfolio Detail" reports are included, the value shown for mutual funds, exchange traded funds, closed end funds and the investment options of underlying variable annuities is the proportionate dollar value of a fund's holdings, as classified by asset class, sector, size and style or maturity, respectively.

Date of Composition Information Obtained for Pooled Investments

If the accounts included in this Report hold mutual funds, closed end funds, annuities, and/or other pooled investments, the holdings reported by the fund or carrier as appropriate, as of the date identified below, are reflected in the Report. Note that mutual funds change their portfolio holdings on a regular (often daily) basis. Accordingly, this Report may not reflect the current composition of the accounts included.

External Assets

The following important information is provided to help you better understand the external assets information that has been provided in this report, if applicable, and to advise you of action you may need to take by periodically reviewing those assets. If selected for inclusion in this Report, external assets are reflected in the Account List. For purposes of the following information, both External Accounts and External Account Proxies are referred to generally as "External Assets".

External Assets may include holdings, values and other information that have been supplied: (1) by you to your Advisor; (2) by you through a direct custodial feed (or) through a third party data aggregation service which combines your External Assets and provides that information to Merrill Lynch.

External Assets information is not included in every exhibit in this Report. External Assets information is only included in the following exhibits:

- Asset Allocation Overview
- Asset and Account Allocation
- Asset Class Analysis Portfolio Summary and Detail
- Asset Class Analysis Account Summary and Detail
- Sector Analysis Portfolio Summary and Detail
- Size and Style Analysis Portfolio Summary and Detail
- Balances
- Holdings by Product and by Account/Product
- Potential Wealth
- Progress to Goals

Please make sure you periodically review your External Assets and if you have provided External Assets-related information to your Advisor for inclusion in this or other reports and analyses, it is important that you provide your Advisor with updated values, as appropriate.

Your Advisor and Merrill Lynch will not update information relating to your External Assets, except for pricing information, if pricing information for the particular security is available to Merrill Lynch. Please refer to "Pricing of Securities" at the end of this Report for additional information.

Important Information About This Report

Your Merrill Lynch Account Statement is your official record of holdings, balances, and security values for your accounts at Merrill Lynch and sold to you by your Advisor. Any investments sold to you by your Merrill Lynch Advisor will be included on your Merrill Lynch Account Statement. Any information contained in this Report does not replace or supersede information on your Merrill Lynch Account Statement or any third party account statement for your External Assets. If there is any inconsistent information reflected for the External Assets information included in this Report, please refer to the statement or report sent to you by the third party and notify the Office Management Team at your Merrill Lynch branch office so that we may update the information.

Merrill Lynch does not independently verify the accuracy of the information supplied, by you or any third party used through My Financial Picture.

Although Merrill Lynch may be providing you with information relating to External Assets, Merrill Lynch does not provide investment advice with respect to External Assets unless otherwise agreed to between you and Merrill Lynch.

Asset Allocation Models

Merrill Lynch, through the CIO, has developed asset allocation models for investment guidance that are based on various risk tolerance and time horizon metrics. These asset allocation models and guidance are subject to change as market conditions change in the future. Alternatively, your Advisor may have customized an asset allocation for your specific situation which may or may not be based on an asset allocation model. Asset Allocation does not assure a profit or protect against a loss in declining markets. Asset allocation cannot eliminate the risk of fluctuating prices and uncertain returns.

Asset allocation models that include alternative investments as an asset class are predicated on various client liquidity profiles. In general, including alternative investments, particularly traditional hedge funds and private equity funds, may be suitable for clients with lower liquidity needs. In adopting an asset allocation model or strategy that includes alternative investments or in investing in alternative investments, you should consider your liquidity needs and assets available to you to meet those needs. You should regularly review your asset allocation with your Advisor.

Merrill Edge is available through MLPF&S, and consists of the Merrill Edge Advisory Center (investment guidance) and self-directed online investing.

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed, or provided by companies that are affiliates of Bank of America Corporation ("BofA Corp."). MLPF&S is a registered broker-dealer, registered investment adviser, Member SIPC, and a wholly owned subsidiary of BofA Corp.

Merrill Lynch Life Agency Inc. ("MLLA") is a licensed insurance agency and a wholly owned subsidiary of BofA Corp.

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MLPF&S makes available investment products sponsored, managed, distributed or provided by companies that are affiliates of BofA Corp or in which BofA Corp has a substantial economic interest.

Trust and fiduciary services are provided by U.S. Trust, a division of Bank of America, N.A., Member FDIC. Insurance and annuity products are offered through Merrill Lynch Life Agency Inc., a licensed insurance agency.

Banking products are provided by Bank of America, N.A. and affiliated banks, Members FDIC and wholly owned subsidiaries of Bank of America Corporation ("BofA Corp").

Merrill Private Wealth Management is a division of MLPF&S that offers a broad array of personalized wealth management products and services. Both brokerage and investment advisory services (including financial planning) are offered by the Private Wealth Advisors through MLPF&S. The nature and degree of advice and assistance provided, the fees charged, and client rights and Merrill's obligations will differ among these services. The banking, credit and trust services sold by the Private Wealth Advisors are offered by licensed banks and trust companies, including Bank of America, N.A., Member FDIC, and other affiliated banks.

Investment products, insurance and annuity products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
Are Not Deposits	Are Not Insured by Any Federal Government Agency	Are Not a Condition to Any Banking Service or Activity

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Accounts included in this report: Please refer to the Account List for accounts included in this report.

PGUSD

Regular Meeting of November 14, 2019

For Informational Purposes Only - Account Statement is Official Record of Holdings, Balances and Security Values

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

SUBJECT: Board Calendar/Future Meetings

DATE: November 14, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar, 2019-20 School Year

Aug. 22	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Set Date for Annual Organizational meeting ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
Sept. 5	Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Local Control Accountability Plan Review	Forest Grove (School Site Visit)
Sept. 19	Regular Board Meeting ✓ Williams Uniform Complaint Report	District Office
Sept. 21 *Saturday 9am-12pm	Special Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revised	District Office
Oct. 3	Regular Board Meeting ✓ Superintendent's Goals ✓ Bus Ridership ✓ Week of the School Administrator	Robert Down (School Site Visit)
Oct. 24	Regular Board Meeting ✓ Quarterly District Safety Update* ✓ Developer Fee Study Results	District Office
Nov. 14	Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion	Middle School (School Site Visit)
Nov. 21	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	High School (School Site Visit)
Dec. 12	Organizational Meeting ✓ Election of 2019-20 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #2 ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office

Board Meeting Calendar, 2019-20 School Year

Jan. 16	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2020-21 ✓ Property Tax Update ✓ Quarterly District Safety Update*	Adult School (School Site Visit)
Jan. 23	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Open House Schedules Reviewed	Community High School (School Site Visit)
Feb. 13	Regular Board Meeting ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Board Priorities for 2020-21 Instructional Program Design ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates*	District Office
Mar. 5	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Open House Schedules Reviewed	District Office
Mar. 19	Regular Board Meeting ✓ Budget Projections and Assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report ✓ Quarterly District Safety Update*	District Office
Apr. 2	Regular Board Meeting ✓ Review of Strategic Plan and LCAP ✓ Begin Superintendent Evaluation ✓ Approve 2020-21 Aug.- Dec. Board Meeting Calendar	District Office
April 23	Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Review of Facilities Depreciation Schedule ✓ California Day of the Teacher ✓ Week of the CSEA Employee	District Office
May 7	Regular Board Meeting ✓ Begin Superintendent Evaluation ✓ Final Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Employee Recognition ✓ Governance Handbook 2020-21	District Office
May TBD <i>*If Needed</i>	Special Board Meeting ✓ Budget Update	District Office
May 21	Regular Board Meeting ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2020-21 ✓ Continue 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* ✓ Quarterly District Safety Update*	District Office

June 4	Regular Board Meeting ✓ LCAP Public Hearing ✓ 2020-21 Budget Public Hearing ✓ Complete Superintendent Evaluation	District Office
June 18	Regular Board Meeting ✓ 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	District Office

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

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

SUBJECT: Future Agenda Items

DATE: November 14, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be submitted to the Superintendent or designee with supporting documents and information ...”

INFORMATION:

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the November 14, 2019 Regular Board Meeting:

- Affordable Housing Project Impacts to District- Property Tax (In progress)
- Dual Language Elementary Program
- Student Information System
- Advertising/sponsorship for athletic facilities and teams
- Audio/video recording and streaming of Board meetings
- Celebration event for individuals that raised money or donated money for PGUSD
- Bus Ridership Continued