

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

Trustees

*John Paff, President  
Brian Swanson, Clerk  
Debbie Crandell  
Cristy Dawson  
Bill Phillips  
Kulaea Tulua, Student Rep*

**DATE:** Thursday, March 22, 2018

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

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

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

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

**AGENDA AND ORDER OF BUSINESS**

**I. OPENING BUSINESS**

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

**II. CLOSED SESSION**

A. Identify Closed Session Topics

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

- 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2017/18 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Rick Miller and Ralph Gómez Porras, for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2017/18 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives for the purpose of giving direction and updates.
3. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)
5. Conference with Labor Negotiators – Superintendent employment contract for 2017/19; public school employer and its designated representatives: John Paff, Board President and Brian Swanson, Board Clerk [Government Code §54957.6]

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

### **III. RECONVENE IN OPEN SESSION**

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2017/18 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2017/18 [Government Code § 3549.1 (d)]
3. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)
5. Conference with Labor Negotiators – Superintendent employment contract for 2017/19 [Government Code §54957.6]

B. Pledge of Allegiance

### **IV. COMMUNICATIONS**

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments

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

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

VI. **CONSENT AGENDA**

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

	Page
A. <u>Minutes of March 8, 2018 Board Meeting</u> Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends approval of minutes as presented.	6
B. <u>Certificated Assignment Order #11</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #11.	15
C. <u>Classified Assignment Order #11</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #11.	17
D. <u>Acceptance of Donations</u> Recommendation: (Rick Miller, Assistant Superintendent) The Administration recommends that the Board approve acceptance of the donations referenced below.	19
E. <u>Out of County or Overnight Activities</u> Recommendation: (Rick Miller, Assistant Superintendent) The Administration recommends that the Board approve or receive the request as presented.	20
F. <u>School Accountability Report Cards</u> Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration recommends that the Board review and approve the 2016-17 School Accountability Report Cards (SARC). SARC Reports reflect the previous schools year's data.	23

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

**VII. ACTION/DISCUSSION**

- A. Pacific Grove Unified School District Safety Update 78  
Recommendation: (Barbara Martinez, Director of Student Safety) The District Administration recommends the Board review and be informed of Pacific Grove Unified School District response to recent incidents of school threats to Pacific Grove High School and our site response to National Walk Out Day.

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

- B. Adoption of Resolution No. 1008- Issuance of a Tax and Revenue Anticipation Note 79  
Recommendation: (Rick Miller, Assistant Superintendent) The Administration recommends that the Board review and approve Resolution #1008 for participation in the CSBA Cash Reserve Program for the 2018-19 Tax and Revenue Anticipation Note (TRAN).

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

Paff \_\_\_ Swanson \_\_\_ Crandell \_\_\_ Dawson \_\_\_ Phillips \_\_\_

- C. Increase Contract for Central Coast Kids and Families 128  
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the proposed contract increase in the amount of \$110,000, with Central Coast Kids and Families.

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

- D. Classified Childcare Attendant Job Description 131  
Recommendation: (Billie Mankey, Director of Human Resources) The District Administration recommends the Board review and approve the classified job description for Childcare Attendant as presented or with recommended revisions.

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

- E. Approval of Amendments to the Superintendent's 2017-21 Contract and Compensation Adjustments 134  
Recommendation: (John Paff, Board President) It is recommended that the Board of Education approve the 2017 - 2021 Superintendent's contract amendments as proposed.

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

- F. Board Calendar/Future Meetings 148  
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

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

**VIII. INFORMATION/DISCUSSION**

- A. Keenan 115 Trust 151  
Recommendation: (Rick Miller, Assistant Superintendent) The District Administration recommends that the Board receive information about the Section 115 Pension Stabilization Trust.

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

- B. Review of Special Education Contracts 163  
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review the present and projected status of Special Education contracts.

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

- C. 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.

Review of Lock Blocks and Security Fencing/Gates (April 5)  
Review of Pacific Grove Middle School and High School Health Curriculum (April 5)  
Review of Teacher Evaluation Process (April 5)  
Board Self Evaluation Review (June 7)  
Affordable Housing Project Impacts to District  
Long Term Counseling Study (Winter 2018)

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

**IX. ADJOURN**

Next meeting – April 5, 2018 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of March 8, 2018 – District Office

**I. OPENED BUSINESS**

- A. Called to Order 5:31 p.m.
  
- B. Roll Call
  - President: Trustee Paff
  - Clerk: Trustee Swanson
  - Trustees Present: Trustee Crandell  
Trustee Dawson  
Trustee Phillips- arrived at 5:33 p.m.
  - Administration Present: Superintendent Porras  
Assistant Superintendent Miller
  - Board Recorder: Mandi Ackerman
  - Student Board Member: Kulaea Tulua

C. Adopted Agenda

**MOTION Crandell/Dawson 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 2017/18 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Rick Miller and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2017/18 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives for the purpose of giving direction and updates.
3. Employee Discipline/Dismissal/Release/Complaint (4 cases) [Government Code § 54957]
4. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)
5. Planning and Preparation Meet and Confer: Adult Education Employees Salary Agreement
6. Planning and Preparation Meet and Confer: Confidential Group Salary Agreement
7. Planning and Preparation Meet and Confer: Administrative Employees Salary Agreement

8. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2017/19; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
9. Conference with Labor Negotiators – Superintendent employment contract for 2017/19; public school employer and its designated representatives: John Paff, Board President and Brian Swanson, Board Clerk [Government Code §54957.6]

B. Public comment on Closed Session Topics

The following people spoke during public comment in support of Employee #161292:

- Robert Down Parent Matt Sheldon
- Robert Down Parent Lindsey
- Classroom Volunteer Sophie Snyder
- Teacher Katie Kreager
- Teacher Michele Knight
- Sandy Maxim
- Parent Christina Mendez
- Teacher Sydney Dacuyan
- Teacher on Special Assignment Juliana Dacuyan
- Two people spoke who did not say their name

The following people spoke during public comment in support of Employee #161300:

- A mother read a letter on behalf of her daughter in this teacher's class
- Students Jason, Gershawn, Eric

Employee #161292 spoke to the Board on his/her teaching experience, read a letter from Mrs. Fram, asked to be allowed access to closed session with Teachers Union representative.

Employee #161300 spoke to the Board requesting to be retained, cherished position, listed accomplishments.

**MOTION Swanson/Dawson to extend the Closed Session Public Comment by 20 additional minutes.**

**Public comment: none**

**Motion CARRIED 4 – 1**

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

Trustee Paff returned from closed session shortly after the start to inform Employee 161292 that the request to attend closed session with the Teachers Union representative was denied.

**III. RECONVENED IN OPEN SESSION**

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2017/18 [Government Code § 3549.1 (d)]

The Board discussed this item.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2017/18 [Government Code § 3549.1 (d)]

The Board discussed this item.

3. Employee Discipline/Dismissal/Release/Complaint (4 cases) [Government Code § 54957]

The Board discussed four cases item.

Employee #161300 voted 3-2 to non-reelect  
Employee # 161292 voted 5-0 to non-reelect

4. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)

The Board heard one case.

5. Planning and Preparation Meet and Confer: Adult Education Employees Salary Agreement

The Board answered questions.

6. Planning and Preparation Meet and Confer: Confidential Group Salary Agreement

The Board answered questions.

7. Planning and Preparation Meet and Confer: Administrative Employees Salary Agreement

The Board answered questions.

8. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2017/19 [Gov. Code §54957.6]

B. Pledge of Allegiance

Led By: Trustee Crandell

#### IV. PRESENTATION

AVID Teacher Moira Mahr and students Isabella, Jayla, Lindsey, Matthew, and Stephanie presented their personal and positive experiences with the AVID program, noting improved confidence, opportunities, support and motivation as benefits of the program. AVID Teacher Nicole Bullich also read a statement to the Board.

The Board expressed their support for the AVID program and thanked the teachers and students for their presentation.

#### V. COMMUNICATIONS

A. Written Communication

The Board received many written communications regarding Closed Session Item 3. The Board already received a letter from the Monterey County Office of Education regarding the



First Interim Report. The Board also received a number of communications regarding school safety.

B. Board Member Comments

Student Representative Kulaea Tulua updated the Board on events and activities on campus including activities scheduled for Wednesday, March 14, and expanded on the the importance of the day to fellow students and staff.

Trustee Phillips congratulated Tulua on being accepted to Occidental College in Los Angeles. Phillips also recognized the retirement of Co-Op Preschool Teacher Jennifer Ross, noting the great loss to the District.

Trustee Dawson attended the recent WASC visitation at Community High School. Dawson will also be attending Legislative Action Day and talking to Senators and Assemblymen next week.

Trustee Crandell also recognized the retirement of Jennifer Ross, saying she will be missed. Crandell thanked the public for attending the meeting, for writing letters, noting that the Board has to make hard decisions but she appreciates the public feedback. Crandell also asked for a moment of silence to recognize the recent victims of the tragedy in Florida.

Trustee Swanson said “democracy is a verb, it requires participation”, and thanked the public for coming to the meetings, for writing letters, for the support and feedback.

Trustee Paff noted the dozens of letters the Board received, said it is difficult for the Board to consider issues and that the Board takes public comment seriously and thanked the public for the input.

C. Superintendent Report

Superintendent Porras thanked Trustee Dawson for attending the WASC visitation, and thanked Principal Bell and staff for their hard work with WASC. Superintendent Porras noted the Pacific Grove High School WASC is upcoming; congratulated Tulua for her college acceptance.

Superintendent Porras also acknowledged the recent threats at the high school, saying he was extremely concerned about the threats, that Administration is communicating with parents and staff, Porras applauded Pacific Grove Police Department for their work, and reassured students and staff that school is a safe place to be. Porras noted that there are a number of civic events scheduled for and by the students at the schools and if their safety is compromised in any way, the events will be cancelled. Assuring the public that the District is doing everything possible, Porras invited the public to call his office anytime with questions.

D. PGUSD Staff Comments (Non Agenda Items)

Pacific Grove High School Principal Matt Bell reported on WASC. Bell also spoke on the recent threats at the high school, noting it is a stressful time but thanked the Pacific Grove Police Department, Assistant Principal Sean Keller and the faculty as a whole for all their help and efforts.

Robert Down Elementary School Principal Linda Williams noted the retirement of Jennifer Ross, saying what a big part of the campus and community she has been.

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

Pacific Grove Middle School parent Dana Jones expressed concerns regarding safety, specifically the Pacific Grove Middle School entry, which she requested be locked door with a buzzer system to allow entry. Jones noted she previously sent several emails to the Board as well as Superintendent Porras and was concerned by our open campuses, explaining her experience as a Navy family and other security measures at other school districts.

Porras noted this topic would be included in the Safety update later in the meeting.

Robert Down Elementary School parent Sally Jones also spoke regarding safety concerns, noting the need for preventative safety measures.

Lily Rose, a student at Pacific Grove High School, spoke to the Board regarding the recent threats and said parents and students felt out of the loop, and asked the Board to close school on Wednesday, March 14.

#### VII. CONSENT AGENDA

- A. Minutes of February 8, 2018 Board Meeting
- B. Minutes of February 22, 2018 Special Board Meeting
- C. Certificated Assignment Order #10
- D. Classified Assignment Order #10
- E. Acceptance of Donations
- F. Out of County or Overnight Activities
- G. Warrant Schedule No. 593
- H. Acceptance of Quarterly Treasurer's Report
- I. 2017-18 Budget Revisions #3

Trustee Paff noted he asked questions regarding Item I prior to the meeting and Assistant Superintendent Rick Miller answered them.

**MOTION Dawson/Crandell to approve consent agenda as presented.**

**Public comment: none**

**Motion CARRIED 5 – 0**

#### VIII. PUBLIC HEARING/ ACTION/DICUSSION ITEM A

- A. Public Hearing of Pacific Grove Teachers Association Sunshine List for 2017-18

Open Public Hearing 7:57 p.m. Close Public Hearing 7:59 p.m.

**Public comment: none**

A. Approval of Pacific Grove Teachers Association Sunshine List for 2017-18

**MOTION Swanson/Dawson to approve the Pacific Grove Teachers Association Sunshine List for 2017-18.**

**Public comment: none**

**Motion CARRIED by roll call vote 5 – 0**

**IX. PUBLIC HEARING/ ACTION/DICUSSION ITEM B**

B. Public Hearing Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics for 2017-18

Open Public Hearing 8:01 p.m. Close Public Hearing 8:02 p.m.

**Public comment: none**

B. Approval of the Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics for 2017-18

**MOTION Crandell/Phillips to approve the Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics for 2017-18.**

**Public comment: none**

**Motion CARRIED by roll call vote 5 – 0**

**X. ACTION/DISCUSSION**

C. Resolution No. 1006 Demanding Federal Gun Control Action To Prevent Death And Injury

Superintendent Porras presented the Resolution to the Board, which was brought forward at the request of one of the Trustees.

Trustee Paff noted he wholeheartedly accepted this Resolution.

Trustee Dawson valued student action and momentum and hope, saying she was hopeful for change.

**MOTION Paff/Crandell to approve the Resolution No. 1006 Demanding Federal Gun Control Action To Prevent Death And Injury.**

**Public comment: none**

**Motion CARRIED by roll call vote 5 – 0**

D. Approval of Tentative Agreement with California School Employees Association

The Board noted this item was discussed in closed session. Assistant Superintendent Miller presented information to the Board.

**MOTION Crandell/Dawson to approve the Tentative Agreement with California School Employees Association.**

**Public comment: none**

**Motion CARRIED 5 – 0**

E. Approval of Pacific Grove Unified School District Confidential Employees Agreement

Assistant Superintendent Miller presented information to the Board.

**MOTION Phillips/Crandell to approve the Pacific Grove Unified School District Confidential Employees Agreement.**

**Public comment: none**

**Motion CARRIED 5 – 0**

F. Approval of Pacific Grove Unified School District Administrative Employees Agreement

Assistant Superintendent Miller presented information to the Board. Trustee Paff noted the District strives to treat all employees fairly and equally.

**MOTION Dawson/Swanson to approve the Pacific Grove Unified School District Administrative Employees Agreement.**

**Public comment: none**

**Motion CARRIED 5 – 0**

G. Approval of Pacific Grove Unified School District Adult Education Employees Agreement

Assistant Superintendent Miller presented information to the Board.

**MOTION Crandell/Dawson to approve the Pacific Grove Unified School District Adult Education Employees Agreement.**

**Public comment: none**

**Motion CARRIED 5 – 0**

H. Approval of Amendments to the Assistant Superintendent's 2017 Contract

Assistant Superintendent Miller presented information to the Board. Trustee Paff thanked Assistant Superintendent Miller for all his hard work and for his friendship.

**MOTION Paff/Crandell to approve the Amendments to the Assistant Superintendent's 2017 Contract.**

**Public comment: none**

**Motion CARRIED 5 – 0**

I. Approval of the 2017-18 Second Interim Report

Assistant Superintendent Miller presented information to the Board. The Board asked questions regarding Fund 40, STRS and PERS rates.

**MOTION Phillips/Crandell to approve the 2017-18 Second Interim Report.**

**Public comment: none**

**Motion CARRIED 5 – 0**

J. Elementary School Principal Job Description

Director of Human Resources Billie Mankey presented information to the Board.

**MOTION Crandell/Dawson to approve the Elementary School Principal Job Description.**

**Public comment: none**

**Motion CARRIED 5 – 0**

K. Board Calendar/Future Meetings

The Board requested the Board meeting dates for August – June 2018 at the next Board meeting.

**No action taken.**

**XI. INFORMATION/DISCUSSION**

A. Pacific Grove Unified School District Safety Update

District Safety Director Barbara Martinez provided information to the Board on District safety, including recent threats at the high school, communication to parents and staff, communication to the community. Martinez noted that Monterey Peninsula, North Monterey County, Carmel Unified school districts, along with Pacific Grove Unified are working on a community forum on April 23 at the Monterey Fairgrounds. Martinez also noted Pacific Grove High School events scheduled for March 14 including moments of silence, letter writing to legislators, and open mic for students; Pacific Grove Middle School will host a rally. Sites will have extra personnel available including plenty of supervision.

Director Martinez also spoke about the locks for classrooms (called Lock Blocks), possible fencing and gates for campus security, noting our sites are vulnerable and there is a need to review protocol and come up with best practices.

The Board requested fencing options be brought back for discussion and Board review.

**Public comment:**

Forest Grove Teacher Summer Wright spoke about her personal experience during last year's lockdown, asked that the District stop lip service and purchase the lock blocks for the classrooms and follow through with safety measures.

Parent Dana Jones asked for a real timeline for changes.

Parent Kelly Jones also asked for more information including more communication to parents and access to school site safety plans. Martinez noted safety plans were available on the District website.

Teacher Nicole Bullich spoke about how she is talking with her students about what they would do in the event of an emergency.

Martinez continued to discuss hostile intruders.

Trustee Crandell noted that the number one priority of the Board has always been the safety of the students; noted that Director Martinez has done an amazing job; requested the sites host a safety night before April 23. Trustee Crandell also asked for presence at the elementary school sites on March 14.

Trustee Swanson asked Director of Maintenance Matt Kelly to bring an update to the Board on fencing and gate options at the sites.

B. Future Agenda Items

Affordable Housing Project Impacts to District  
Review of Teacher Evaluation Process  
Long Term Counseling Study (Winter 2018)

The Board requested the following items:

- Lock block and fencing/gate update
- Review of the middle school and high school mental health curriculum
- Board self-evaluation
- Safety Update every single meeting under Action/Discussion.

**XII. ADJOURNED**

9:18 p.m.

Approved and submitted:

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Dr. Ralph Gómez Porras  
Secretary to the Board

**SUBJECT:** Certificated Assignment Order #11

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

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**RECOMMENDATION:**

The administration recommends adoption of Certificated Assignment Order #11

**BACKGROUND:**

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

**INFORMATION:**

Persons listed in the 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. 11  
March 22, 2018**

**TEMPORARY NEW HIRE:**

June McKnight, PGAS, Art-Scientific Illustration Instructor, temporary, 2.5 hours per week, Column A, Step 1, paid per time sheet, effective March 21, 2018 (Dependent upon sufficient enrollment)

Rod Cranston, PGAS, ESL Instructor, temporary, 3 hours per day, 4 days per week, Column C, Step 10, paid per time sheet effective March 19, 2018 (Dependent upon sufficient enrollment)

**INCREASE IN ASSIGNMENT:**

Maurisa Alt, FGE TK Teacher increase in assignment from 0.50 FTE to 1.0 FTE, Column II, Step 4, effective August 3, 2018 (replaces retiree Nicki Klevan)

**CHANGE OF ASSIGNMENT/INVOLUNTARY TRANSFER:**

Hetal Patel, FGE Teacher, changes grade levels from 1<sup>st</sup> grade to 2<sup>nd</sup> grade, effective August 3, 2018 (involuntary transfer due to low grade level student numbers)

**SUBSTITUTE:**

Rebecca Ebert  
Kimberly Keefer



**SUBJECT:** Classified Assignment Order #11

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

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**RECOMMENDATION:**

The administration recommends adoption of Classified Assignment Order #11

**BACKGROUND:**

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

**INFORMATION:**

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

**FISCAL IMPACT:**

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CLASSIFIED PERSONNEL ORDER NO. 11  
March 22, 2018**

**EMPLOYMENT:**

Adan Hull, PGMS, Noon Duty, 1 hour per day, 5 days per week, Range 30, Step C, 180 day work calendar effective February 21, 2018, (Replaces Victor Diaz)

Natalie Adams, FGE, Healthcare Assistant, 6 hours per day, 5 days per week, Range 37, Step C, 180 day work calendar effective March 26, 2018 (Replaces Michelle Hinnners)

**SHORT TERM TEMPORARY ASSIGNMENT:**

Lily Barakat, AVID Tutor, PGMS, short-term, temporary, up to 2 hours per week, PGHS up to 3 hours per week, \$18.99 per hour and paid per time sheet, effective March 15, 2018 through May 25, 2018 only

**SUBSTITUTES:**

Christina Bronfeld

Clifford Houston, custodial

Danilo Mamaclay

Andrew Terry, custodial

**RESIGNATION:**

John Hale, District custodian, PGHS assignment, full-time, 8 hours per day, 5 days per week, resigns effective June 15, 2018 (personal reasons)

**SUBJECT:** Acceptance of Donations

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

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**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**

PG Pride \$ 300 (February grant)

**Robert H. Down Elementary School**

PG Pride \$1,230 (February grant)

**Pacific Grove Middle School**

CALRTA \$ 196.51 (art grant)  
 The Benevity Community Impact Fund 75.00 (robotics)

**Pacific Grove High School**

None

**Pacific Grove Community High School**

None

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

None

**Pacific Grove Unified School District**

None

Ref: Donations

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

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

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**INFORMATION:**

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

**FISCAL IMPACT:**

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

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**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

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

<u>DATE</u>	<u>STUDENTS/CLASS</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
<u>DESTINATION</u> March 23-25 Various restaurants San Francisco	PGHS Culinary students Culinary experience, hospitality trade	Auto	\$552	CTEIG/ASB

FAXED  
HS 3/12

Consent Agenda Item E

RECEIVED  
MAR 7 X REC'D

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.

Date of Activity 3/23-3/25 2018 Day of Activity FRIDAY-SUNDAY

Location of Activity SAN FRANCISCO City UNION SQUARE County SAN FRANCISCO

School PGUS Class or Club Culinary Club Grade Level/s 10-12

School Departure Time 3:30 A.M.  P.M.

Pickup Time from Place of Activity 9:30 A.M.  P.M.

Name of Employee Accompanying Students JENN ERICKSON

Number of Adults 1 (please print) Number of Students 8

Description of Activity/Educational Objective EXPERIENCE FOOD SERVICE, HOSPITALITY OPERATIONS

List All Stops HOTEL, MAYFLOWER, GOLDEN GATE PARK, CLEMENT ST, UNION SQUARE, RAMEN HOUSE ETC

Means of Transportation: ( ) School Bus ( ) Charter (  ) Auto\* ( ) District Van\*\* ( ) Walk ( ) Air

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

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

Cost of Activity \$ 415.00 + Cost of Transportation \$ 136.25 = Total \$ 551.25

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

Account Code: WELLS FARGO ABB/CULINARY CLUB ACC. 8994873977

Requested by: [Signature] Jenn Erickson Date 3-7-18  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal [Signature] Date 3/8/18

\*\*\*\*\*

Transportation Department/District Office Use

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

Approved by Transportation Supervisor: \_\_\_\_\_  
Approved by Assistant Superintendent: [Signature]  
Date of Board Approval March 22, 2018

RECEIVED  
Date MAR 12 2018  
Date \_\_\_\_\_  
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**SUBJECT:** School Accountability Report Cards

**PERSON(S) RESPONSIBLE:** Ana Silva, Director Curriculum/Special Projects

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the 2016-2017 School Accountability Report Cards. SARC Reports reflect the previous schools year's data.

**BACKGROUND:**

California law requires that each school site prepare and make publicly available a School Accountability Report Card (or SARC). The law states that the SARC "shall provide data by which parents can make meaningful comparisons between public schools enabling them to make informed decisions on which school to enroll their children".

**INFORMATION:**

The information contained in these reports will enable you to gain a more accurate and realistic picture of qualities for each school in our district. The School Accountability Report Card for each school site is available by February 1 and is available on the California Department of Education website, as well as the PGUSD website at <http://pgusd.org/sarc-reports/>.

Along with information and data collected from California's new accountability system, The California School Dashboard, the SARC Reports utilize data that pertains to State Priority 1 such as availability of instructional materials, appropriately assigned teacher assignments, and condition of facilities. Every year, schools must review SARC Reports with the School Board as a component of the local indicator in the California School Dashboard Accountability System.

**FISCAL IMPACT:**

None.

# Forest Grove Elementary School

## School Accountability Report Card

### Reported Using Data from the 2016-17 School Year

### Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

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#### **DataQuest**

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## **About This School**

#### **Contact Information (School Year 2017-18)**

<b>School Contact Information</b>	
<b>School Name</b>	Forest Grove Elementary School
<b>Street</b>	1065 Congress Ave.
<b>City, State, Zip</b>	Pacific Grove, CA 93950-4838
<b>Phone Number</b>	831.646.6560 x 200
<b>Principal</b>	Buck Roggeman
<b>E-mail Address</b>	<a href="mailto:broggeman@pgusd.org">broggeman@pgusd.org</a>
<b>Web Site</b>	<a href="http://forestgrove.pgusd.org">forestgrove.pgusd.org</a>
<b>CDS Code</b>	27661346026470



<b>District Contact Information</b>	
<b>District Name</b>	Pacific Grove Unified School District
<b>Phone Number</b>	831.646.6520
<b>Superintendent</b>	Ralph Porras
<b>E-mail Address</b>	rporras@pgusd.org
<b>Web Site</b>	www.pgusd.org

### **School Description and Mission Statement (School Year 2017-18)**

Forest Grove School seeks to provide a quality educational program for each of its students. We embrace the fact that the school serves students of different backgrounds, abilities and interests. We are committed to offering challenging programs in a positive educational environment that develops individual students to their greatest potential. This environment fosters mutual respect, communication and compassion within the entire school community.

Forest Grove's Mission Statement was written with the belief that every child is entitled to an optimum learning and educational experience. Not stated, yet understood in this statement, is the fact that children have different educational needs and challenges at each grade level. Additionally, the staff has written Core Values statements which convey both the philosophy and the commitment of the faculty to the students, each other, parents, and the greater community.

Early primary grades (TK-2) focus on beginning reading, language arts and mathematical concepts and skills. Third grade is a transitional year between skill development and concept application. In language arts the transition is from learning to read to reading to learn. There is an emphasis on encouraging independent personal responsibility. The intermediate grades (3-5) emphasize core curriculum while focusing on preparing students for the transition to middle school. Forest Grove is committed to maximizing each child's learning experience.

### **Student Enrollment by Grade Level (School Year 2016-17)**

<b>Grade Level</b>	<b>Number of Students</b>
<b>Kindergarten</b>	114
<b>Grade 1</b>	73
<b>Grade 2</b>	80
<b>Grade 3</b>	72
<b>Grade 4</b>	68
<b>Grade 5</b>	66
<b>Total Enrollment</b>	473

**Student Enrollment by Group (School Year 2016-17)**

Student Group	Percent of Total Enrollment
Black or African American	1.7
American Indian or Alaska Native	0.2
Asian	7.6
Filipino	1.3
Hispanic or Latino	19.5
Native Hawaiian or Pacific Islander	0.4
White	60.3
Two or More Races	6.8
Socioeconomically Disadvantaged	23
English Learners	9.7
Students with Disabilities	10.1
Foster Youth	0.8

**A. Conditions of Learning****State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

**Teacher Credentials**

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	26	32	29	121
Without Full Credential	0	0	0	2
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

**Teacher Misassignments and Vacant Teacher Positions**

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	1	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)**

Year and month in which data were collected: June 2017

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Benchmark Advance grades 3-5 adopted 2016-2017 and SuperKids adopted May 2014	Yes	0
Mathematics	My Math (TK-5) May 2014	Yes	0
Science	Macmillian McGraw Hill (08/09)	Yes	0
History-Social Science	Scott Foresman (06/07)	Yes	0

**School Facility Conditions and Planned Improvements (Most Recent Year)**

Forest Grove continues to have many improvements to its campus. During the summer of 2016, a \$500,000 parking and drop off reconstruction project was completed allowing for smoother traffic flow and improved access to the front of our school. Working with parent and staff volunteers, the playground area was painted and some games were added over the past two years. The learning environment has received several technology updates including class sets of Chromebooks in grades 3-5, six tablets in TK-2 classrooms, and new video surveillance cameras. We expect the technology component of classrooms to continue to grow as funds from the educational technology bond become available.

**School Facility Good Repair Status (Most Recent Year)**

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: January 2018				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces	X			
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	X			
<b>Electrical:</b> Electrical	X			
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	X			
<b>Safety:</b> Fire Safety, Hazardous Materials	X			
<b>Structural:</b> Structural Damage, Roofs		X		Gutters need repair and replacement.
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

**Overall Facility Rating (Most Recent Year)**

Year and month of the most recent FIT report: January 2018				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

**B. Pupil Outcomes****State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

**CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students  
Grades Three through Eight and Grade Eleven**

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	66	61	71	73	48	48
Mathematics (grades 3-8 and 11)	53	53	57	62	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

**CAASPP Test Results in ELA by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	216	204	94.44	60.78
Male	108	100	92.59	54
Female	108	104	96.3	67.31
Black or African American	--	--	--	--
Asian	14	13	92.86	61.54
Filipino	--	--	--	--
Hispanic or Latino	44	43	97.73	41.86
Native Hawaiian or Pacific Islander	--	--	--	--
White	126	119	94.44	68.91
Two or More Races	20	19	95	57.89
Socioeconomically Disadvantaged	65	62	95.38	40.32
English Learners	37	36	97.3	41.67

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
<b>Students with Disabilities</b>	29	27	93.1	11.11
<b>Foster Youth</b>	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

### CAASPP Test Results in Mathematics by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
<b>All Students</b>	216	205	94.91	52.68
<b>Male</b>	108	101	93.52	48.51
<b>Female</b>	108	104	96.3	56.73
<b>Black or African American</b>	--	--	--	--
<b>Asian</b>	14	13	92.86	53.85
<b>Filipino</b>	--	--	--	--
<b>Hispanic or Latino</b>	44	43	97.73	30.23
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--
<b>White</b>	126	119	94.44	61.34
<b>Two or More Races</b>	20	19	95	57.89
<b>Socioeconomically Disadvantaged</b>	65	62	95.38	24.19
<b>English Learners</b>	37	36	97.3	38.89
<b>Students with Disabilities</b>	29	27	93.1	11.11
<b>Foster Youth</b>	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

### CAASPP Test Results in Science for All Students Grades Five, Eight, and Ten

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
<b>Science (grades 5, 8, and 10)</b>	82	85	82	73	56	54

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

### California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	18.5	26.2	18.5

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

### Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are an integral part of Forest Grove School. Teachers welcome and receive a high number of volunteers in their classrooms. School-wide functions (i.e. Back-to-School Night, Open House, holiday programs, Spooky Movie Night, Ice Cream Social, Parent Conferences, Butterfly Parade and Bazaar, Family Game Night, and Falcon Fun Fest) are well attended. Forest Grove has an active Parent Teacher Association (PTA), English Language Advisory Committee (ELAC), and School Site Council (SSC). The PTA has sought to provide additional welcome to new parents (often military) into the Forest Grove community through the Falcon Friends program.

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

### Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
<b>Suspensions</b>	0.0	0.6	1.8	1.3	1.1	2.6	3.8	3.7	3.6
<b>Expulsions</b>	0.0	0.0	0.0	0.1	0.0	0.0	0.1	0.1	0.1

### School Safety Plan (School Year 2017-18)

Forest Grove's comprehensive safety plan is reviewed each year by our site safety committee and the School Site Council. The plan was most recently reviewed in December 2017. We have adopted the "Big Five" approach to emergency response and all staff receives annual training on the five types of emergency response - shelter in place, evacuation, secure campus, lockdown-barricade, and drop-cover-hold on. Our comprehensive safety plan also contains our drill schedule, school rules, and an overview of the character development used at Forest Grove (Character Counts).

## D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

### Federal Intervention Program (School Year 2017-18)

Indicator	School	District
<b>Program Improvement Status</b>	In PI	Not In PI
<b>First Year of Program Improvement</b>	2012-2013	
<b>Year in Program Improvement*</b>	Year 2	
<b>Number of Schools Currently in Program Improvement</b>	N/A	1
<b>Percent of Schools Currently in Program Improvement</b>	N/A	100

Note: Cells with N/A values do not require data.

### Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15			2015-16			2016-17					
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
<b>K</b>	26		4		26		4		23	2	3	
<b>1</b>	20	2	1		20	2	2		18	4		
<b>2</b>	22		3		20	2	1		26		3	
<b>3</b>	22		3		19	1	3		22		3	
<b>4</b>	24		3		23		3		21	1	2	
<b>5</b>	20	1	3		20	1	3		21	1	2	
<b>Other</b>	7	1							9	2		

Number of classes indicates how many classes fall into each size category (a range of total students per class).

**Academic Counselors and Other Support Staff (School Year 2016-17)**

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)	.7	N/A
Library Media Teacher (Librarian)		N/A
Library Media Services Staff (Paraprofessional)	1.0	N/A
Psychologist	.6	N/A
Social Worker		N/A
Nurse	.3	N/A
Speech/Language/Hearing Specialist	1.0	N/A
Resource Specialist		N/A
Other	.4	N/A

Note: Cells with N/A values do not require data.

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

**Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)**

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$13,065	\$467	\$12,598	\$86,114
District	N/A	N/A	\$12,598	\$90,144
Percent Difference: School Site and District	N/A	N/A	0.0	12.6
State	N/A	N/A	\$6,574	\$69,649
Percent Difference: School Site and State	N/A	N/A	127.5	36.3

Note: Cells with N/A values do not require data.

**Types of Services Funded (Fiscal Year 2016-17)**

The students at Forest Grove receive instructional support in their classrooms from their teacher and a part time Instructional Assistant. Outside of the classroom, students performing below grade level in language arts and math may participate in a pull out program using supplemental materials to help close the gap between their current level of understanding and grade level expectations. We also have a Resource Program, and Two Intensive Academic classrooms serving students who need more direct forms of instruction and alternative curriculum. We also provide tutoring from our classroom teachers outside of the school day.

**Teacher and Administrative Salaries (Fiscal Year 2015-16)**

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$52,178	\$44,144
Mid-Range Teacher Salary	\$86,468	\$69,119
Highest Teacher Salary	\$113,392	\$86,005
Average Principal Salary (Elementary)	\$148,898	\$106,785
Average Principal Salary (Middle)	\$133,988	\$111,569
Average Principal Salary (High)	\$171,370	\$121,395
Superintendent Salary	\$219,475	\$178,104
Percent of Budget for Teacher Salaries	40%	34%
Percent of Budget for Administrative Salaries	7%	6%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.



**Professional Development (Most Recent Three Years)**

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Each year, one full day and two half days (three hours) are dedicated to staff development district-wide. An additional hour per week is set aside for staff development and collaboration (early release on Thursday afternoons). Teachers receive an additional 170 minutes each week to ensure that they have time during the school day for preparation and parent and community contact. Grade level meetings have been held to identify students in need of additional support/tutoring, using Title I and Title III funds. From 2013-2016, a professional consultant has been hired to support and lead the staff through professional development activities around Common Core State Standards - with a focus on key instructional shifts. In 2016-18, the focus shifted to establishing a professional learning community engaged in a regular review of student work at Forest Grove. A math coach has been hired to work with our staff to improve student learning and instruction.

# Robert Down Elementary School

## School Accountability Report Card

### Reported Using Data from the 2016-17 School Year

#### Published During 2017-18

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## **About This School**

#### **Contact Information (School Year 2017-18)**

<b>School Contact Information</b>	
<b>School Name</b>	Robert Down Elementary School
<b>Street</b>	485 Pine Ave.
<b>City, State, Zip</b>	Pacific Grove , CA 93950-3401
<b>Phone Number</b>	831.646.6540
<b>Principal</b>	Linda Williams
<b>E-mail Address</b>	lwilliams@pgusd.org
<b>Web Site</b>	<a href="http://robertdown.pgusd.org/">http://robertdown.pgusd.org/</a>
<b>CDS Code</b>	27661346026496

<b>District Contact Information</b>	
<b>District Name</b>	Pacific Grove Unified School District
<b>Phone Number</b>	831.646.6520
<b>Superintendent</b>	Dr. Ralph Porras
<b>E-mail Address</b>	rporras@pgusd.org
<b>Web Site</b>	www.pgusd.org

### **School Description and Mission Statement (School Year 2017-18)**

Robert Down Elementary School, founded in 1891 and situated in the heart of Pacific Grove, California, is beautifully located beside the Pacific Ocean and Monterey Bay. The K-5 program focuses on a common core standards-aligned curriculum. We are a “TooBox” and a “Random Acts of KIDness” school with a strong spotlight on the development of each individual’s character as well as the sense of community among all students.

The Mission of Robert Down Elementary School, in partnership with the community, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. Robert Down School will ensure opportunities for students to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

Programs include Special Education, GATE, English Language Development, Art Docent, School Garden, School-based Counseling, Speech Therapy, School Library, Physical Education, Computer Lab, Vocal and Instrumental Music, Chorus, DARE, Big Buddy, After-School Enrichment, Academic Intervention, Read 180, Caught Being Good, Otter Good Citizen Program, ToolBox. STEM Club, ROV Team, Math Club, Garden Program, Just Run, Otter Ambassador Program.

### **Student Enrollment by Grade Level (School Year 2016-17)**

<b>Grade Level</b>	<b>Number of Students</b>
<b>Kindergarten</b>	87
<b>Grade 1</b>	78
<b>Grade 2</b>	78
<b>Grade 3</b>	72
<b>Grade 4</b>	92
<b>Grade 5</b>	81
<b>Total Enrollment</b>	488

**Student Enrollment by Group (School Year 2016-17)**

<b>Student Group</b>	<b>Percent of Total Enrollment</b>
Black or African American	0.8
American Indian or Alaska Native	0.4
Asian	7.2
Filipino	1.6
Hispanic or Latino	13.5
Native Hawaiian or Pacific Islander	0.4
White	68
Two or More Races	8
Socioeconomically Disadvantaged	13.5
English Learners	10.2
Students with Disabilities	9
Foster Youth	0.4

**A. Conditions of Learning****State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

**Teacher Credentials**

<b>Teachers</b>	<b>School</b>			<b>District</b>
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2017-18</b>
<b>With Full Credential</b>	25	25	29	121
<b>Without Full Credential</b>	0	0	0	2
<b>Teaching Outside Subject Area of Competence (with full credential)</b>	0	0	0	0

**Teacher Misassignments and Vacant Teacher Positions**

<b>Indicator</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Misassignments of Teachers of English Learners</b>	0	0	0
<b>Total Teacher Misassignments *</b>	0	0	0
<b>Vacant Teacher Positions</b>	0	1	1

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)**

Year and month in which data were collected: August 2017

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Benchmark Grades 3-5 (adopted 2016) SuperKids Grades K-2 (adopted 2014)	Yes	0%
Mathematics	McGraw Hill My Math (adopted 2014)	Yes	0%
Science	Macmillan- McGraw Hill (adopted 2008)	Yes	0%
History-Social Science	Scotts-Foresman / (adopted 2006)	Yes	0%

**School Facility Conditions and Planned Improvements (Most Recent Year)**

During the 2015-16 school year, the following projects were completed: New outdoor eating area, new greenhouse

**School Facility Good Repair Status (Most Recent Year)**

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: January 2018				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces		X		Hallway flooring deficiencies Phase 2 in the near future.
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	X			
<b>Electrical:</b> Electrical	X			
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	X			
<b>Safety:</b> Fire Safety, Hazardous Materials	X			
<b>Structural:</b> Structural Damage, Roofs		X		Portable roofs starting to see signs of wear. Possible replacement in approx 5 years
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences		X		Some playground apparatus's need to be replaced.

**Overall Facility Rating (Most Recent Year)**

Year and month of the most recent FIT report: January 2018				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

**B. Pupil Outcomes****State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

**CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students  
Grades Three through Eight and Grade Eleven**

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	71	75	71	73	48	48
Mathematics (grades 3-8 and 11)	62	72	57	62	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

**CAASPP Test Results in ELA by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	248	236	95.16	74.58
Male	140	132	94.29	68.18
Female	108	104	96.3	82.69
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	15	11	73.33	81.82
Filipino	--	--	--	--
Hispanic or Latino	32	31	96.88	54.84
Native Hawaiian or Pacific Islander	--	--	--	--
White	171	165	96.49	78.79
Two or More Races	18	17	94.44	70.59
Socioeconomically Disadvantaged	48	46	95.83	54.35
English Learners	36	32	88.89	65.63

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
<b>Students with Disabilities</b>	23	22	95.65	36.36

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
<b>All Students</b>	248	243	97.98	71.6
<b>Male</b>	140	137	97.86	72.26
<b>Female</b>	108	106	98.15	70.75
<b>Black or African American</b>	--	--	--	--
<b>American Indian or Alaska Native</b>	--	--	--	--
<b>Asian</b>	15	14	93.33	85.71
<b>Filipino</b>	--	--	--	--
<b>Hispanic or Latino</b>	32	32	100	53.13
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--
<b>White</b>	171	168	98.25	73.21
<b>Two or More Races</b>	18	17	94.44	64.71
<b>Socioeconomically Disadvantaged</b>	48	47	97.92	51.06
<b>English Learners</b>	36	35	97.22	65.71
<b>Students with Disabilities</b>	23	22	95.65	36.36

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

### CAASPP Test Results in Science for All Students Grades Five, Eight, and Ten

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
<b>Science (grades 5, 8, and 10)</b>	78	80	82	73	56	54

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

### California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	19.8	21	33.3

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

### Opportunities for Parental Involvement (School Year 2017-18)

There are a variety of ways for parents to be involved at Robert Down School. Please contact your child's teacher for specific in-class opportunities. For school-wide parental involvement activities, you may call 831-646-6540 ext. 357 and leave a message for the PTA Volunteer Coordinator. Parent Education classes are schedule four times per year. Back to School Night is held two weeks after school commences. The Open House evening is held in the spring of each school year. Parent conferences are held in November and March. A parent conference with your child's teacher may be scheduled with the teacher at any time. Fun family weekend and evenings such as the Halloween Family Evening, Holiday Program, Bingo Night, Otter Olympics, Family Gardening, STEM night, Art Night, etc are held throughout the year. Specific information is available via the classroom and school newsletters.



## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

### Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	0.2	0.0	0.2	1.3	1.1	2.6	3.8	3.7	3.6
Expulsions	0.0	0.0	0.0	0.1	0.0	0.0	0.1	0.1	0.1

### School Safety Plan (School Year 2017-18)

The safety plan for Robert Down School is reviewed yearly with updates made as needed. A standing safety committee is in place and crisis teams are assigned and trained.

## D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

### Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		Not In PI
First Year of Program Improvement		
Year in Program Improvement*		
Number of Schools Currently in Program Improvement	N/A	1
Percent of Schools Currently in Program Improvement	N/A	100

Note: Cells with N/A values do not require data.

### Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15			2015-16			2016-17					
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	25		3		23		3		28		3	
1	18	4			21	1	3		26		3	
2	20	3	1		26		3		26		3	
3	28		3		29		3		24		3	
4	24		3		22		4		23		4	
5	28		3		23		3		27		3	
Other									4	1		

Number of classes indicates how many classes fall into each size category (a range of total students per class).

**Academic Counselors and Other Support Staff (School Year 2016-17)**

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)	.5	N/A
Library Media Teacher (Librarian)		N/A
Library Media Services Staff (Paraprofessional)	1.0	N/A
Psychologist	.5	N/A
Social Worker		N/A
Nurse	.2	N/A
Speech/Language/Hearing Specialist	1.0	N/A
Resource Specialist		N/A
Other		N/A

Note: Cells with N/A values do not require data.

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

**Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)**

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$13,065	\$787	\$12,278	\$86,114
District	N/A	N/A	\$12,598	\$90,144
Percent Difference: School Site and District	N/A	N/A	-2.5	12.6
State	N/A	N/A	\$6,574	\$69,649
Percent Difference: School Site and State	N/A	N/A	121.7	36.3

Note: Cells with N/A values do not require data.

**Types of Services Funded (Fiscal Year 2016-17)**

English Language Development, Special Education, GATE, School-based Counseling, Behavior Interventions, Academic Interventions, Speech Therapy, School Library, Physical Education, Computer Lab, Vocal and Instrumental Music, Occupational Therapy

**Teacher and Administrative Salaries (Fiscal Year 2015-16)**

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$52,178	\$44,144
Mid-Range Teacher Salary	\$86,468	\$69,119
Highest Teacher Salary	\$113,392	\$86,005
Average Principal Salary (Elementary)	\$148,898	\$106,785
Average Principal Salary (Middle)	\$133,988	\$111,569
Average Principal Salary (High)	\$171,370	\$121,395
Superintendent Salary	\$219,475	\$178,104
Percent of Budget for Teacher Salaries	40%	34%
Percent of Budget for Administrative Salaries	7%	6%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

**Professional Development (Most Recent Three Years)**

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Two annual school days per year are devoted to certificated staff professional development. During the entire school year, students are released an hour early on Thursdays so that staff may collaborate and participate in professional training. Staff also attends workshops and training at the Monterey County Office of Education as well as at institutions throughout the state. The district provides a digital coach and mathematics coach for on-going professional development of instructional strategies. Developing the staff's expertise with common core standards, technology, student assessment/achievement, and implementing differentiated instructional practices have been the primary focus of our district-wide professional development.

**Pacific Grove Middle School**  
**School Accountability Report Card**  
**Reported Using Data from the 2016-17 School Year**  
**Published During 2017-18**

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

#### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## **About This School**

#### **Contact Information (School Year 2017-18)**

<b>School Contact Information</b>	
<b>School Name</b>	Pacific Grove Middle School
<b>Street</b>	835 Forest Avenue
<b>City, State, Zip</b>	Pacific Grove, CA 93950
<b>Phone Number</b>	831.646.6568
<b>Principal</b>	Sean Roach
<b>E-mail Address</b>	sroach@pgusd.org
<b>Web Site</b>	<a href="http://pgmiddle.pgusd.org/">http://pgmiddle.pgusd.org/</a>
<b>CDS Code</b>	27-66134-6058754

<b>District Contact Information</b>	
<b>District Name</b>	Pacific Grove Unified School District
<b>Phone Number</b>	831.646.6520
<b>Superintendent</b>	Ralph Porras
<b>E-mail Address</b>	rporras@pgusd.org
<b>Web Site</b>	ww.pgusd.org

### **School Description and Mission Statement (School Year 2017-18)**

The mission of Pacific Grove Middle School is to provide a quality educational experience that teaches our students the skills and abilities they need to transition into high school with self-esteem, a capacity for critical thinking, a sense of responsibility, global awareness, and respect for self and others. Our staff is committed to setting and achieving high standards of academics and behavior while recognizing and responding to the individual talents and learning styles of our students.

Pacific Grove Middle School (PGMS) is the only middle school in the Pacific Grove Unified School District. The district consists of two elementary schools (K-5), one middle school (6-8), and one high school (9-12), and one community high school. It also has an adult school which oversees adult education as well as preschool education in a variety of settings. The district enjoys deep community support. Due to high property values, the district receives property tax revenue in excess of its state "revenue limit," which is based on an Average Daily Attendance (ADA) formula. Several bond measures have been passed which have provided additional funding for building improvements. Measure D, was passed in 2006, giving the district \$42 million for facility improvements. PGMS underwent many renovations using the bond funding. A new drop off area for students was added to the back of the school. Other improvements have included a new classroom for the music program and upgrades to the Performing Arts Center. The track was paved, drainage was added, the outdoor basketball courts were resurfaced, and a play structure was built. A new set of bleachers was added to the gymnasium. New windows and flooring were installed, and the exterior was painted in the summer of 2008. Our Measure D committee, comprising staff and parents, continues to work with an architect to develop and refine projects at PGMS that will be funded through Measure D. Additional projects, including modernization of science labs, home economic kitchen, school cafeteria, physical education locker rooms, and outdoor student eating areas were completed in spring 2011.

As a philosophy, PGMS seeks to instill a sense of service to each student with the purpose of helping them improve their minds, health, and character. The middle school wants to help them prepare for success in all areas of their high school education. A demanding academic program is combined with extracurricular activities and student support services. The school's Parent Teacher Student Association (PTSA), School Site Council and staff have developed a strong, supportive partnership through which volunteer time and allocated funds are expended to improve the total school program. In addition, each program is reviewed for its rigor and effectiveness to make sure that we are meeting every student's needs.

The middle school years present students with profound physical, social and psychological changes. It is the bridge from childhood to early adulthood. PGMS takes pride in the achievements of its students along this journey as reflected by above-average test scores, an atmosphere of mutual respect among students and staff, regular community service participation, and a commitment to the visual and performing arts. Through these achievements, and others, PGMS graduates have begun the process of building their own bridges toward a successful future.

### **Student Enrollment by Grade Level (School Year 2016-17)**

<b>Grade Level</b>	<b>Number of Students</b>
<b>Grade 6</b>	151
<b>Grade 7</b>	186
<b>Grade 8</b>	159
<b>Total Enrollment</b>	496

**Student Enrollment by Group (School Year 2016-17)**

Student Group	Percent of Total Enrollment
Black or African American	1.6
American Indian or Alaska Native	0.2
Asian	8.7
Filipino	1.6
Hispanic or Latino	19
Native Hawaiian or Pacific Islander	1
White	59.5
Two or More Races	7.5
Socioeconomically Disadvantaged	18.5
English Learners	4.4
Students with Disabilities	11.1
Foster Youth	0.2

**A. Conditions of Learning****State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

**Teacher Credentials**

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	29	28	27	121
Without Full Credential	0	0	0	2
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

**Teacher Misassignments and Vacant Teacher Positions**

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)**

**Year and month in which data were collected:** 1/2018

All curriculum for academic areas is standards-aligned and reflect that of recent adoptions. Each student has access to a home set of books as well as a set that remains at school.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Study Sync (16-17)		0
Mathematics	Big Ideas Math (16-17)		0
Science	Holt, Rinehart & Winston (07/08)		0
History-Social Science	TCI History (07/08)		0

**School Facility Conditions and Planned Improvements (Most Recent Year)**

In the 2009-2010 school year, the Measure D construction bond funds continued to improve our school. The dirt track was paved and drainage was installed, which in turn has improved the condition of the grass playing field. Also, several projects were begun at end of the school year and over the summer. These projects included, remodeled/updated science rooms, remodeled/updated home economics room, remodeled/updated kitchen facilities, construction of an outdoor eating facility/amphitheater, improvements in the PE locker room areas, and improved PE storage. The school grounds are maintained on weekly basis. We have a grounds worker assigned to our school, and he does an excellent job maintaining the safety and appearance of our landscaping. Our three-person site maintenance staff (on day, two night custodians), maintain the neatness of our facility. They also address routine maintenance issues as they arise. Although our building is old, it is in fine condition.

In 2010-11 the science rooms modernization project, the kitchen, the outdoor eating area, and home economics kitchen renovations were completed. In addition, four modular classrooms and an 18-space parking lot were constructed on middle school property. Also, new window coverings were installed in each of the classrooms. During the summer of 2010-11 new hall lockers will be installed.

**School Facility Good Repair Status (Most Recent Year)**

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: January 2018				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces		X		
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	X			
<b>Electrical:</b> Electrical			X	Lighting needs to be replaced in some hallways and exterior. Prop 39 money will be used to change to LED.

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: January 2018				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	X			
<b>Safety:</b> Fire Safety, Hazardous Materials	X			
<b>Structural:</b> Structural Damage, Roofs	X			
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

**Overall Facility Rating (Most Recent Year)**

Year and month of the most recent FIT report: January 2018				
Overall Rating	Exemplary	Good	Fair	Poor
		X		

**B. Pupil Outcomes****State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

**CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students  
Grades Three through Eight and Grade Eleven**

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
<b>English Language Arts/Literacy (grades 3-8 and 11)</b>	68	75	71	73	48	48
<b>Mathematics (grades 3-8 and 11)</b>	54	62	57	62	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

**CAASPP Test Results in ELA by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
<b>All Students</b>	507	489	96.45	75.26
<b>Male</b>	272	260	95.59	71.54



Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
Female	235	229	97.45	79.48
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	45	42	93.33	80.95
Filipino	--	--	--	--
Hispanic or Latino	93	91	97.85	61.54
Native Hawaiian or Pacific Islander	--	--	--	--
White	301	292	97.01	79.11
Two or More Races	43	42	97.67	78.57
Socioeconomically Disadvantaged	109	104	95.41	49.04
English Learners	53	50	94.34	52
Students with Disabilities	56	53	94.64	28.3
Foster Youth	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

#### CAASPP Test Results in Mathematics by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	508	491	96.65	62.32
Male	273	262	95.97	62.21
Female	235	229	97.45	62.45
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	45	43	95.56	76.74
Filipino	--	--	--	--
Hispanic or Latino	93	91	97.85	51.65
Native Hawaiian or Pacific Islander	--	--	--	--
White	301	292	97.01	67.12
Two or More Races	44	43	97.73	53.49
Socioeconomically Disadvantaged	109	105	96.33	33.33
English Learners	53	50	94.34	34
Students with Disabilities	56	53	94.64	24.53
Foster Youth	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students  
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	86	72	82	73	56	54

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

**State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

**California Physical Fitness Test Results (School Year 2016-17)**

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	18.5	22.8	41.8

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

**C. Engagement**

**State Priority: Parental Involvement**

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

**Opportunities for Parental Involvement (School Year 2017-18)**

Parents and community are an integral part of PGMS. We welcome volunteers and parents to help out in the classroom, library, and office in a variety of ways. School-wide functions (Back-to-School Night, Open House, holiday programs, parent conferences, Butterfly Parade and Bazaar, Honors Night, District Music Festival, various drama and musical productions, and Promotion) are heavily attended. PGMS has an active PTSA and School Site Council (SSC). Parents take a strong, participatory lead in assisting administration with making sound decisions for our site and students.

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

### Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
<b>Suspensions</b>	1.2	0.2	3.0	1.3	1.1	2.6	3.8	3.7	3.6
<b>Expulsions</b>	0.0	0.0	0.0	0.1	0.0	0.0	0.1	0.1	0.1

### School Safety Plan (School Year 2017-18)

Pacific Grove Middle School keeps a comprehensive safety plan and is reviewed each year by our site safety committee and the School Site Council. The plan was most recently reviewed in October 2016. We have adopted the "Big Five" approach to emergency response and all staff receives annual training on the five types of emergency response - shelter in place, evacuation, secure campus, lockdown-barricade, and drop-cover-hold on. Our comprehensive safety plan also contains our drill schedule, school rules, and an overview of Positive Behaviors Interventions and Supports (PBIS).

## D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

### Federal Intervention Program (School Year 2017-18)

Indicator	School	District
<b>Program Improvement Status</b>		Not In PI
<b>First Year of Program Improvement</b>		
<b>Year in Program Improvement*</b>		
<b>Number of Schools Currently in Program Improvement</b>	N/A	1
<b>Percent of Schools Currently in Program Improvement</b>	N/A	100

Note: Cells with N/A values do not require data.

### Average Class Size and Class Size Distribution (Secondary)

Subject	2014-15			2015-16			2016-17					
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
<b>English</b>	21	3	11		19	3	7		16	7	5	
<b>Mathematics</b>	21	4	12		26		12		24	3	11	
<b>Science</b>	25	1	12		26		9		26	1	12	
<b>Social Science</b>	25	2	8		26	1	9		24	2	11	

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

**Academic Counselors and Other Support Staff (School Year 2016-17)**

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	1	504
Counselor (Social/Behavioral or Career Development)	.2	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	1.0	N/A
Psychologist	.4	N/A
Social Worker	0	N/A
Nurse	.2	N/A
Speech/Language/Hearing Specialist	.4	N/A
Resource Specialist	0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

**Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)**

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$13,065	\$467	\$12,598	\$86,114
District	N/A	N/A	\$12,598	\$90,144
Percent Difference: School Site and District	N/A	N/A	0.0%	13.1%
State	N/A	N/A	\$6,574	\$69,649
Percent Difference: School Site and State	N/A	N/A	130.9%	41.2%

Note: Cells with N/A values do not require data.

**Types of Services Funded (Fiscal Year 2016-17)**

Categorical Programs available to Pacific Grove Middle School:

Federal:

- Title II, professional development
- Title IV, drug abuse and violence prevention programs
- Special Education, ensures students with special needs are properly assessed and serviced with a program designed to meet their needs

State:

- English Language Learners – designed to develop English fluency
- Gifted and Talented Education – identifies gifted and talented students and provides for differentiated opportunities to meet that student's needs
- Tobacco Use Prevention Education – designed to educate students regarding the negative effects of tobacco
- School Improvement Program – a program to fund programs to improve student performance

Local:

- Measure A bond fund – passed in order to improve the physical structures in PGUSD
- Measure A parcel tax – passed in order to fund specified programs throughout the district Measure D bond fund – passed in order to improve the physical structures in PGUSD

**Teacher and Administrative Salaries (Fiscal Year 2015-16)**

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$52,178	\$44,144
Mid-Range Teacher Salary	\$86,468	\$69,119
Highest Teacher Salary	\$113,392	\$86,005
Average Principal Salary (Elementary)	\$148,898	\$106,785
Average Principal Salary (Middle)	\$133,988	\$111,569
Average Principal Salary (High)	\$171,370	\$121,395
Superintendent Salary	\$219,475	\$178,104
Percent of Budget for Teacher Salaries	40%	34%
Percent of Budget for Administrative Salaries	7%	6%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

**Professional Development (Most Recent Three Years)**

Two full days are designated district-wide for staff development. Additionally, each department has been designated two complete days for curriculum planning off site during the school year. PGMS has an Instructional Leadership Team (ILT) made up of teacher leaders who assist with the training necessary to help staff shift to the Common Core State Standards. At a district-wide meeting in the Spring of 2015, the ILT decided to focus on the development of Professional Learning Communities (PLCs) to better use data to intervene with struggling students and ensure access for all. This vision has been will be our sole focus for the 2017-2018 school year.

## Pacific Grove High School School Accountability Report Card Reported Using Data from the 2016-17 School Year Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## **About This School**

### **Contact Information (School Year 2017-18)**

<b>School Contact Information</b>	
<b>School Name</b>	Pacific Grove High School
<b>Street</b>	615 Sunset Dr.
<b>City, State, Zip</b>	Pacific Grove, CA 93950-4827
<b>Phone Number</b>	831.646.6590
<b>Principal</b>	Matt Bell
<b>E-mail Address</b>	mbell@pgusd.org
<b>Web Site</b>	<a href="http://pghigh.pgusd.org/">http://pghigh.pgusd.org/</a>
<b>CDS Code</b>	27-66134-2733657

<b>District Contact Information</b>	
<b>District Name</b>	Pacific Grove Unified School District
<b>Phone Number</b>	831.646.6520
<b>Superintendent</b>	Ralph Porras
<b>E-mail Address</b>	rporras@pgusd.org
<b>Web Site</b>	www.pgusd.org

### School Description and Mission Statement (School Year 2017-18)

Pacific Grove High School is a comprehensive 9-12 high school, which has served students since the late 1800's. Our mission, in partnership with home and community, is to challenge every student to learn the skills, acquire the knowledge, and develop the insight and character necessary for a productive and rewarding life through a quality instructional program, a positive, safe, and stimulating environment, with a clear commitment to the worth of every individual. Updated Vision Statement (August 2017): Pacific Grove High School is a community of learners committed to providing students with opportunities to steer their lives toward academic, career, and personal success. Through collaboration, a commitment to evidence-based decision-making and a spirit of inclusion, PGHS aims to cultivate culturally aware, employable, healthy, active students who are eager learners, conscientious digital citizens, environmental stewards, and effective communicators.

### Student Enrollment by Grade Level (School Year 2016-17)

<b>Grade Level</b>	<b>Number of Students</b>
Grade 9	170
Grade 10	148
Grade 11	138
Grade 12	142
<b>Total Enrollment</b>	598

### Student Enrollment by Group (School Year 2016-17)

<b>Student Group</b>	<b>Percent of Total Enrollment</b>
Black or African American	2.8
American Indian or Alaska Native	0.3
Asian	10.7
Filipino	2.2
Hispanic or Latino	16.4
Native Hawaiian or Pacific Islander	0.8
White	60.5
Two or More Races	5
Socioeconomically Disadvantaged	17.7
English Learners	2.3
Students with Disabilities	8
Foster Youth	0

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

### Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	37	37	34	121
Without Full Credential	0	0	2	2
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

### Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: January 2018

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Anthology English McDougal Littell 2007/2008 Prentice Hall Grammar 2008/2009 Writing & Grammar Prentice Hall 2008 Everything's and Argument Bedford/St. Martins 2013 Elements of Style Longman 2000 ELD - English 3D Issues Scholastic 2011 ELD - English 3D Language and Writing Portfolio 2011	Yes	0
Mathematics	Pre-Calculus Pearson/Prentice Hall 2007/2008 AP Statistics - The Practice of Statistics; Bedford, Freeman, & Worth 2012 Calculus Key Curriculum Press 2005 Big Ideas Math Integrated I Big ideas Learning 2016 Big Ideas Math Integrated II Big ideas Learning 2016 Big Ideas Math Integrated III Big ideas Learning 2016	Yes	0
Science	Anatomy & Physiology Pearson 2012 Essentials of Human Anatomy & Physiology Pearson 2012	Yes	0



Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
	AP Enviro Sci: Bedford, Freeman, & Worth 2010/2011 Biology, Glencoe, McGraw Hill 2012 Marine Science Life on An Ocean Planet Current Publishing Co. 2006 Earth and Space Earth Science Holt, Rinehart, Winston 2007 Conceptual Physics, Pearson , 2015 AP Physics Fundamentals of Physics, 2014 Chemistry in the Community, W H Freeman, 2006 Honors Chemistry Intro to Chemistry, Pearson-Prentice Hall, 2011		
<b>History-Social Science</b>	World Geography Prentace Hall 2009 AP Human Geography: The Cultural Landscape - An Intro to Human Geography. Pearson, 2015 World History: The Modern Era Prentice Hall 2009 AP Worlkd History Ways of the Wolrd Bedford/St. Martins 2011 US History American Vision Glencoe & McGraw Hill 2010 AP History: The American Pageant Houghton Mifflin 2012 Government: Pearson 2010/2011 AP Government The Challenge of Democracy Houghton Mifflin 2008 AP Government Readings & Cases Longman 2002 Economics EMC Pub. 2010/2011	Yes	0
<b>Foreign Language</b>	French and Spanish Vista Higher Learning 2012/2013	Yes	0
<b>Health</b>	Health: A Guide to Wellness Glencoe/McGraw 2001	Yes	0
<b>Visual and Performing Arts</b>	Music Tech Tools Focal Press 2010	Yes	0
<b>Science Laboratory Equipment (grades 9-12)</b>	All science rooms have classroom instruction and lab areas with adequate equipment. Science department is provided yearly site funds to re-stock inventory for lessons. Specific equipment includes, but is not limited to weights and measurements, scales, dissecting microscopes, beakers, measuring cylinders, erlenmeyer flasks, test tube holders, grinder bowls & sticks, petri dishes, vials, dropper bottles, glass canisters, funnels, water jugs, mason jars, squirt bottles, and various chemicals.	Yes	0

**School Facility Conditions and Planned Improvements (Most Recent Year)**

In 2006 voters passed Measure D, a school improvement bond that is bringing significant changes to PGHS. Major construction and renovation projects have been completed with accolades from the entire community: renovation of Breakers Stadium, small gym, dance room, new pool/tennis courts and the installation of security cameras . Phase II was concluded in early 2011 and included totally renovated science classrooms and media and art rooms along with a remodel of our multipurpose room (Student Union) and administration building and minor improvements to heating in classrooms and water runoff around the campus. the back parking lot has been repaved and received a better design for drop-off and pick up for the students attending feeder schools. The final major project has been the completion of the swimming pool renovation in early 2014. Since then, a technology bond, Measure A, was passed in November, 2014. This bond is used exclusively for the update, repair, and future technological needs of the district.

**School Facility Good Repair Status (Most Recent Year)**

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

<b>School Facility Good Repair Status (Most Recent Year)</b>				
<b>Year and month of the most recent FIT report: January 2018</b>				
<b>System Inspected</b>	<b>Repair Status</b>			<b>Repair Needed and Action Taken or Planned</b>
	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces		X		Minor ceiling staining from previous roof leaks.
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	X			
<b>Electrical:</b> Electrical		X		Lens covers need to be repaired. Some outlets not working. Prop 39 lighting replacement project Spring 2018
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains		X		
<b>Safety:</b> Fire Safety, Hazardous Materials	X			
<b>Structural:</b> Structural Damage, Roofs			X	Some roofs and gutters are nearing replacement.
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

**Overall Facility Rating (Most Recent Year)**

<b>Year and month of the most recent FIT report: January 2018</b>				
<b>Overall Rating</b>	<b>Exemplary</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>
				X

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	88	80	71	73	48	48
Mathematics (grades 3-8 and 11)	70	58	57	62	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

### CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	130	123	94.62	80.49
Male	68	63	92.65	71.43
Female	62	60	96.77	90
Black or African American	--	--	--	--
Asian	16	16	100	75
Filipino	--	--	--	--
Hispanic or Latino	20	19	95	63.16
Native Hawaiian or Pacific Islander	--	--	--	--
White	75	70	93.33	85.71
Two or More Races	11	11	100	81.82
Socioeconomically Disadvantaged	31	31	100	67.74
English Learners	--	--	--	--
Students with Disabilities	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

### CAASPP Test Results in Mathematics by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	130	128	98.46	57.81
Male	68	67	98.53	58.21
Female	62	61	98.39	57.38
Black or African American	--	--	--	--
Asian	16	16	100	62.5
Filipino	--	--	--	--
Hispanic or Latino	20	19	95	31.58
Native Hawaiian or Pacific Islander	--	--	--	--
White	75	74	98.67	66.22
Two or More Races	11	11	100	45.45
Socioeconomically Disadvantaged	31	31	100	32.26
English Learners	--	--	--	--
Students with Disabilities	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

### CAASPP Test Results in Science for All Students Grades Five, Eight, and Ten

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	83	69	82	73	56	54

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

**Career Technical Education Programs (School Year 2016-17)**

Five pathways were re-designed by the PGHS CTE department staff to include two-tiered foundation and concentrator courses that lead to certification along with an optional third-year Capstone course that will include an internship/mentorship: Visual Arts, Networking, Software & Systems Design, Patient Care, and Culinary/Hospitality. Stipends were created for curriculum building and articulation efforts with Monterey Peninsula College (MPC); all courses will be UC a-g approved in 2017 and align with CTE standards for each pathway. CTE courses are available to all students with the Culinary/hospitality pathway providing key training for SPED students that work with peer mentors and have support of an adult aide. MPC Dual Enrollment courses began for the Networking Pathway in 2017-18 with plans to add four more MPC courses to the pathway by 2018-19; this will provide students up to 14 college units that will transfer to a UC or CSU. Current measures provided by Perkins Federal Grant E1/E2 data collection provide Advisory Board with concentrator level student participation (two years). Subsequent years will provide information regarding certification completion and internship/mentorship participation. PGHS CTE Advisory members: Erik Cushman, Monterey County Workforce Dev. Board; Steve Podell, CTE Board Member; Julia Keller, CTE Board Member; Erik McKay, Community Hospital of the Monterey Peninsula (CHOMP); Eric Lomonico, CHOMP; Melanie Gilman, CHOMP; Sean Keller, PGHS Assistant Principal; Michelle Cadigan, PGHS Outreach Counselor

**Career Technical Education Participation (School Year 2016-17)**

Measure	CTE Program Participation
Number of pupils participating in CTE	365
% of pupils completing a CTE program and earning a high school diploma	34
% of CTE courses sequenced or articulated between the school and institutions of postsecondary education	58

**Courses for University of California (UC) and/or California State University (CSU) Admission**

UC/CSU Course Measure	Percent
2016–17 Pupils Enrolled in Courses Required for UC/CSU Admission	98.49
2015–16 Graduates Who Completed All Courses Required for UC/CSU Admission	65.71

**State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

**California Physical Fitness Test Results (School Year 2016-17)**

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
9	17.9	22.6	53

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

#### Opportunities for Parental Involvement (School Year 2017-18)

Parents are informed about school activities via newsletters, emails via School Messenger, and texts messages from the Remind system if they choose to sign up. In addition, parents are able to participate on the school Site Council to create the School-wide Plan for Student Achievement (SPSA), district English Language Advisory Committee (ELAC), or the Career Technical Education (CTE) Advisory Board. Many parents provided time for guest speaking, job shadowing, and mock interviewing as well.

Community and parent support for Pacific Grove High School is strong. In many ways the high school is the source of community pride. Parents, alumni, and community members are involved in numerous organizations, which support projects to improve student achievement, allow participation in extra-curricular activities, and improve school facilities. This includes PTA, Breakers Club (parent sports boosters), Music Boosters, Alumni Association, Sober Grad Night, and P.G. Pride (parent and community fund raisers for district programs). Many businesses donate their products and facilities for fund raising activities. In addition, many school events are civic events. The Butterfly parade, Pacific Grove athletic competitions, drama productions, and Good Old Days are examples of events in which the entire community participates.

### State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates.

#### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School			District			State		
	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16
<b>Dropout Rate</b>	1.5	2.3	5.4	2	2.1	6.4	11.5	10.7	9.7
<b>Graduation Rate</b>	98.54	96.24	93.24	98.03	96.58	91.67	80.95	82.27	83.77

**Completion of High School Graduation Requirements - Graduating Class of 2016 (One-Year Rate)**

Group	Graduating Class of 2016		
	School	District	State
All Students	98.59	96.67	87.11
Black or African American	100	100	79.19
American Indian or Alaska Native	0	0	80.17
Asian	87.5	87.5	94.42
Filipino	100	100	93.76
Hispanic or Latino	100	95.24	84.58
Native Hawaiian/Pacific Islander	100	100	86.57
White	97.87	97.98	90.99
Two or More Races	100	77.78	90.59
Socioeconomically Disadvantaged	95	90.91	85.45
English Learners	50	50	55.44
Students with Disabilities	83.33	77.78	63.9
Foster Youth	0	0	68.19

**State Priority: School Climate**

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

**Suspensions and Expulsions**

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	2.7	2.9	4.3	1.3	1.1	2.6	3.8	3.7	3.6
Expulsions	0.3	0.0	0.0	0.1	0.0	0.0	0.1	0.1	0.1

**School Safety Plan (School Year 2017-18)**

Pacific Grove High School strives to provide a safe environment for learning. Emergency/safety drills are implemented regularly, 3-4 times per year along with safety assemblies; this year's focus is on safe driving and a movie night for anti-bullying. The site emergency plan is updated annually by the Safety Committee and approved by the Site team. Updates made include re-organizing evacuation line ups by room/building number as opposed to teacher last name to provide consistency and addition of a student release drill that occurs at the stadium.

## D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

### Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		Not In PI
First Year of Program Improvement		
Year in Program Improvement*		
Number of Schools Currently in Program Improvement	N/A	1
Percent of Schools Currently in Program Improvement	N/A	100

Note: Cells with N/A values do not require data.

### Average Class Size and Class Size Distribution (Secondary)

Subject	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	21	10	7	1	23	9	11	1	22	7	16	
Mathematics	21	12	8		25	3	15		22	11	8	
Science	27	3	8		29	1	9		23	5	11	
Social Science	23	14	13		25	6	17		22	13	11	

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

### Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	2.8	220
Counselor (Social/Behavioral or Career Development)	.75	N/A
Library Media Teacher (Librarian)	.8	N/A
Library Media Services Staff (Paraprofessional)	.5	N/A
Psychologist	.5	N/A
Social Worker	0	N/A
Nurse	0	N/A
Speech/Language/Hearing Specialist	.5	N/A
Resource Specialist		N/A
Other		N/A

Note: Cells with N/A values do not require data.

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.



**Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)**

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$13,065	\$467	\$12,598	\$86,114
District	N/A	N/A	\$12,598	\$90,144
Percent Difference: School Site and District	N/A	N/A	0.0	14.2
State	N/A	N/A	\$6,574	\$69,649
Percent Difference: School Site and State	N/A	N/A	130.9	36.9

Note: Cells with N/A values do not require data.

**Types of Services Funded (Fiscal Year 2016-17)**

PGHS provides students tutoring in math after school Monday-Thursday, which is funded as 1.0 FTE section and supported with a classified math tutor and adjunct hours from the math dept. instructors. Additionally, in Spring 2017, one section of math focused on credit recovery with the ALEKS online system to support students in Integrated Math I, II, and III who had previously failed one or more semesters. For 2017-18, one section focused on seniors needing to pass integrated math 2 to meet graduation requirements. AVID college readiness is provided to students 9-12 who apply or are recommended by staff or through SST process. Study Hall is provided to some students who drop courses or need support to finish homework. IEP and 504 plans provide accommodations/modifications as well as Study Support classes to students who qualify.

**Teacher and Administrative Salaries (Fiscal Year 2015-16)**

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$52,178	\$44,144
Mid-Range Teacher Salary	\$86,468	\$69,119
Highest Teacher Salary	\$113,392	\$86,005
Average Principal Salary (Elementary)	\$148,898	\$106,785
Average Principal Salary (Middle)	\$133,988	\$111,569
Average Principal Salary (High)	\$171,370	\$121,395
Superintendent Salary	\$219,475	\$178,104
Percent of Budget for Teacher Salaries	40%	34%
Percent of Budget for Administrative Salaries	7%	6%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

**Advanced Placement (AP) Courses (School Year 2016-17)**

Subject	Number of AP Courses Offered*	Percent of Students In AP Courses
Computer Science		N/A
English	2	N/A
Fine and Performing Arts	1	N/A
Foreign Language	2	N/A
Mathematics	1	N/A
Science	2	N/A
Social Science	3	N/A
All courses	11	30.3

Cells with N/A values do not require data.

\*Where there are student course enrollments of at least one student.

**Professional Development (Most Recent Three Years)**

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PGHS is currently providing staff development in building Professional Learning Communities as well as in Common Core. In January 2013, several teachers attended a training with Rick and Rebecca DuFour and presented the information to our staff when they returned. Collaboration days have been built into the bell schedule so that teachers can analyze student data and adjust instruction so that students can attain mastery of the subject matter. The schedule allows teachers to meet for approximately 45 minutes each Monday morning for collaboration. The instructional leadership team worked with a professional consultant from 2014-2016 in key instructional shifts in English language arts, literacy in content areas and math. A PGHS math instructor was provided a .4 FTE to develop and implement the Integrated Math I, II, and III courses for 2013-14, 14-15, and 15-16. 2017-19 will focus on implementing Illuminate as the district's student data and grade system with the emphasis of instructors collecting formative and summative data to improve collaborative efforts toward student academic improvement. Administration and counseling will collect student performance, attendance, and discipline information to guide decisions for proper academic and social-emotional interventions.

## Pacific Grove Community High School School Accountability Report Card Reported Using Data from the 2016-17 School Year Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## About This School

### Contact Information (School Year 2017-18)

School Contact Information	
School Name	Pacific Grove Community High School
Street	1004 David Avenue, Building A
City, State, Zip	Pacific Grove, CA, 93950
Phone Number	(831) 646-6535
Principal	Matthew Bell
E-mail Address	mbell@pgusd.org
Web Site	<a href="http://pgchs.pgusd.org/">http://pgchs.pgusd.org/</a>
CDS Code	27661342731115

District Contact Information	
District Name	Pacific Grove Unified School District
Phone Number	831 646-6510
Superintendent	Dr. Ralph Gomez-Porras
E-mail Address	rporras@pgusd.org
Web Site	www.pgusd.org

### School Description and Mission Statement (School Year 2017-18)

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#### Pacific Grove Community High School vision

Pacific Grove Community High School provides a small, non-traditional learning environment in which students can pursue an alternative pathway to college and career success.

We seek to:

- Provide a challenging project-based curriculum that emphasizes student strengths and is individualized to meet the learning needs of each student
- Create a holistic environment in which students' diverse emotional, social, and cultural needs are recognized and celebrated
- Maximize opportunities for students to become responsible citizens who participate actively in their communities, both today and into the future

#### Pacific Grove School-wide Learning Outcomes:

Community High School's graduates will be:

##### EDUCATED INDIVIDUALS WHO:

- Demonstrate competence in reading, writing, mathematics, science, social studies, and technology
- Build on our strengths and interests, and recognize myriad opportunities for learning in our everyday lives
- Earn a high school diploma and have a plan for post-graduation success

##### CRITICAL THINKERS AND PROBLEM SOLVERS WHO:

- Think through and solve problems by using relevant evidence and information
- Are informed consumers who make educated decisions
- Consider the consequences of their actions

##### INDEPENDENT AND COLLABORATIVE WORKERS WHO:

- Set goals, organize time and tasks to meet deadlines
- Participate cooperatively in group projects
- Produce independent and group work that reflects academic content standards

##### RESPONSIBLE CITIZENS WHO:

- Are employable and able to successfully participate in a college environment
- Understand and appreciate diverse cultures and points of view
- Understand and participate in the duties, rights, and privileges of citizens in a democracy

##### HEALTHY INDIVIDUALS WHO:

- Have a strong sense of self-worth, and take care of themselves mentally and physically
- Resolve conflicts through positive actions
- Demonstrate tolerance and respect for diversity, recognizing how their actions impact others

**Student Enrollment by Grade Level (School Year 2016-17)**

Grade Level	Number of Students
Grade 10	4
Grade 11	12
Grade 12	7
<b>Total Enrollment</b>	<b>23</b>

**Student Enrollment by Group (School Year 2016-17)**

Student Group	Percent of Total Enrollment
Black or African American	0
American Indian or Alaska Native	0
Asian	4.3
Filipino	0
Hispanic or Latino	30.4
Native Hawaiian or Pacific Islander	0
White	60.9
Two or More Races	4.3
Socioeconomically Disadvantaged	47.8
English Learners	0
Students with Disabilities	8.7
Foster Youth	8.7

**A. Conditions of Learning****State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

**Teacher Credentials**

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	2	2	2	121
Without Full Credential	0	0	0	2
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

**Teacher Misassignments and Vacant Teacher Positions**

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
<b>Total Teacher Misassignments *</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Vacant Teacher Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)**

**Year and month in which data were collected:** December 2016

Students at Community High School are provided the same textbooks at the district's comprehensive high school (Pacific Grove High School). Curriculum at Community High School is aligned with the Common Core standards. Ancillary materials, including online credit recovery and instruction, are purchased for each core area to support the curriculum.

<b>Subject</b>	<b>Textbooks and Instructional Materials/ Year of Adoption</b>	<b>From Most Recent Adoption?</b>	<b>Percent of Students Lacking Own Assigned Copy</b>
<b>Reading/Language Arts</b>	2006 McDougal Littell Language of Literature American Literature	Yes	0
<b>Mathematics</b>	2014 McGraw Hill ALEKS	Yes	0
<b>Science</b>	2007 Holt, Rinehart & Winston California Biology Holt, Rinehart & Winston California Earth Science	Yes	0
<b>History-Social Science</b>	2006 Holt, Rinehart, & Winston Civics in Practice Holt Rinehart & Winston American Anthem Holt Rinehart & Winston Human Legacy Modern Era	Yes	0
<b>Health</b>	2015 McGraw Hill Glencoe Health	Yes	0
<b>Visual and Performing Arts</b>	2013 Pearson Prentice Hall Learning Microsoft Office Deluxe Edition	Yes	0
<b>Science Laboratory Equipment (grades 9-12)</b>	Equipment includes, but is not limited to scales, microscopes, beakers, measuring cylinders, erlenmeyer flasks, test tube holders, grinder bowls & sticks, petri dishes, vials, dropper bottles, glass canisters, funnels, water jugs, mason jars, squirt bottles, and various chemicals.		0

**School Facility Conditions and Planned Improvements (Most Recent Year)**

The entire facility underwent upgrades in 2003 and 2008.

**School Facility Good Repair Status (Most Recent Year)**

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

<b>School Facility Good Repair Status (Most Recent Year)</b>				
<b>Year and month of the most recent FIT report: January 2018</b>				
<b>System Inspected</b>	<b>Repair Status</b>			<b>Repair Needed and Action Taken or Planned</b>
	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces		X		
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	X			
<b>Electrical:</b> Electrical		X		Lighting will be replaced using Prop 39 funds this year
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	X			
<b>Safety:</b> Fire Safety, Hazardous Materials	X			
<b>Structural:</b> Structural Damage, Roofs			X	The roof will need replacement in the next few years as it is 20 years old.
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

**Overall Facility Rating (Most Recent Year)**

<b>Year and month of the most recent FIT report: January 2018</b>				
<b>Overall Rating</b>	<b>Exemplary</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>
			X	

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	--	--	71	73	48	48
Mathematics (grades 3-8 and 11)	--	--	57	62	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

### CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	--	--	--	--
Male	--	--	--	--
Female	--	--	--	--
Hispanic or Latino	--	--	--	--
White	--	--	--	--
Socioeconomically Disadvantaged	--	--	--	--
English Learners	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.



**CAASPP Test Results in Mathematics by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	--	--	--	--
Male	--	--	--	--
Female	--	--	--	--
Hispanic or Latino	--	--	--	--
White	--	--	--	--
Socioeconomically Disadvantaged	--	--	--	--
English Learners	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3--Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students  
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	--	--	82	73	56	54

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

**Career Technical Education Programs (School Year 2016-17)**

Community High School provides a wide variety of classes and assignments that focus on career exploration. Students at CHS also are given opportunities to enroll in CTE classes at the district comprehensive high school.

**Career Technical Education Participation (School Year 2016-17)**

Measure	CTE Program Participation
Number of pupils participating in CTE	0
% of pupils completing a CTE program and earning a high school diploma	0
% of CTE courses sequenced or articulated between the school and institutions of postsecondary education	0

### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

#### Opportunities for Parental Involvement (School Year 2017-18)

Pacific Grove Unified School District has extraordinary parental and community involvement. At all levels, parents are encouraged to participate in the educational community and Community High School is no exception. Parents are encouraged to join the site council, to volunteer in the school and be on committees as needed. Parents have been involved in the School Site Committee. Parents also volunteer in the garden and at special events such as Mock Interview day. In addition, every parent must meet with the staff as their student is enrolled at Community High School and encouraged to attend the progress meeting at the end of each grading cycle. Nonetheless, we seek to increase parent participation in all areas of the school and have set goals through our WASC process to widen our communication methods and increase opportunities for parent participation.

### State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates.

#### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School			District			State		
	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16
<b>Dropout Rate</b>	6.7	0	14.3	2	2.1	6.4	11.5	10.7	9.7
<b>Graduation Rate</b>	93.33	100	71.43	98.03	96.58	91.67	80.95	82.27	83.77

**Completion of High School Graduation Requirements - Graduating Class of 2016 (One-Year Rate)**

Group	Graduating Class of 2016		
	School	District	State
All Students	62.5	96.67	87.11
Black or African American	0	100	79.19
American Indian or Alaska Native	0	0	80.17
Asian	0	87.5	94.42
Filipino	0	100	93.76
Hispanic or Latino	0	95.24	84.58
Native Hawaiian/Pacific Islander	0	100	86.57
White	100	97.98	90.99
Two or More Races	0	77.78	90.59
Socioeconomically Disadvantaged	50	90.91	85.45
English Learners	0	50	55.44
Students with Disabilities	66.67	77.78	63.9
Foster Youth	0	0	68.19

**State Priority: School Climate**

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

**Suspensions and Expulsions**

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	17.9	7.7	11.8	1.3	1.1	2.6	3.8	3.7	3.6
Expulsions	0.0	0.0	0.0	0.1	0.0	0.0	0.1	0.1	0.1

**School Safety Plan (School Year 2017-18)**

The safe school plan has been updated since 09/02/2016. Key elements that have been reviewed and updated have been lock-down procedures, radio review and protocol, and active shooter protocol. The plan was presented to the Site Council in the fall of 2017 and sent to the School Board for approval along with the District Plan and other site plans. Professional development is ongoing to keep staff current with safety protocols.

## D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

### Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		Not In PI
First Year of Program Improvement		
Year in Program Improvement*		
Number of Schools Currently in Program Improvement	N/A	1
Percent of Schools Currently in Program Improvement	N/A	100

Note: Cells with N/A values do not require data.

### Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	n/a
Counselor (Social/Behavioral or Career Development)	.1	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	0	N/A
Psychologist	0	N/A
Social Worker	0	N/A
Nurse	0	N/A
Speech/Language/Hearing Specialist	0	N/A
Resource Specialist	.1	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

### Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/Restricted	Basic/Unrestricted	
School Site	\$13,065	\$467	\$12,598	\$86,114
District	N/A	N/A	\$12,598	\$90,144
Percent Difference: School Site and District	N/A	N/A	0.0	14.2
State	N/A	N/A	\$6,574	\$69,649
Percent Difference: School Site and State	N/A	N/A	130.9	36.9

Note: Cells with N/A values do not require data.

### Types of Services Funded (Fiscal Year 2016-17)

Community High School students have access to Monterey County Behavioral Health services on an as needed basis. Special Education services are accessed as indicated in student Individual Education Plans. On rare occasions, students who have negative contact with law enforcement are assigned a Probation Officer that monitor student behavior and attendance. Additionally, Special Education students have access, as determined in their IEP, to specialized therapeutic counseling and access to a psychiatrist.

**Teacher and Administrative Salaries (Fiscal Year 2015-16)**

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$52,178	\$44,144
Mid-Range Teacher Salary	\$86,468	\$69,119
Highest Teacher Salary	\$113,392	\$86,005
Average Principal Salary (Elementary)	\$148,898	\$106,785
Average Principal Salary (Middle)	\$133,988	\$111,569
Average Principal Salary (High)	\$171,370	\$121,395
Superintendent Salary	\$219,475	\$178,104
Percent of Budget for Teacher Salaries	40%	34%
Percent of Budget for Administrative Salaries	7%	6%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

**Professional Development (Most Recent Three Years)**

Priorities for staff development for the 2013-2016 school years have been focused on the national Common Core State Standards - primarily English Language Arts. The primary focus for the 2016-17 school year has been on the implementation of the Professional Learning Communities framework and the subsequent cycle of planning, data collection, analysis, and implementation. The development has been done on school release days as well as during after-school presentations by District and county experts. Staff development funds have been set aside to release teachers for workshops and meetings on the development of the materials and curriculum. Further staff development for 2018 and the 2018-19 school year will focus on utilizing data and our transition to a new data and grading software suite.

**SUBJECT:** Pacific Grove Unified School District Safety Update

**PERSON(S) RESPONSIBLE:** Barbara Martinez, Director of School Safety

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**RECOMMENDATION:**

The District Administration recommends the Board review and be informed of Pacific Grove Unified School District response to recent incidents of school threats to Pacific Grove High School and our site response to National Walk Out Day.

**INFORMATION:**

Communication

- District/Site/Community response to National Walk Out Day
- Multi District Community Safe School Forum April 23, 2018 7:00 P.M.  
Pacific Grove Unified  
Monterey Peninsula Unified  
Carmel Unified  
North Monterey County Unified
- Lock Blocks
- Future Agenda Items (April 5<sup>th</sup>)  
  
Fencing  
Middle School Front Entry Access

**FISCAL IMPACT:**

**SUBJECT:** Adoption of Resolution #1008 – Issuance of a Tax and Revenue Anticipation Note

**PERSON RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The Administration recommends that the Board review and approve Resolution #1008 for participation in the CSBA Cash Reserve Program for the 2018-19 Tax and Revenue Anticipation Note (TRAN).

**BACKGROUND:**

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

**INFORMATION:**

For the past 24 years, the District has participated in the California School Boards Association (CSBA) Cash Reserve Program. The program requires that the District issue a Tax and Revenue Anticipation Note. These notes have a one-year maturity length and are purchased by investors interested in municipal bond investments. The District is allowed to draw on the account at any time during the fiscal year as long as the borrowed funds are paid back by the end of the year.

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

**FISCAL IMPACT:**

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

## CALIFORNIA SCHOOL CASH RESERVE PROGRAM Sponsored by CSBA Finance Corporation

### Board Agenda Item Description

By passing the resolution before the Board, our District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation. The Program consistently issues TRANs for more than half of all California school districts, community college districts, and county offices of education that issue TRANs. The 2018-2019 Program will be the 31st year of the Program.

Through participation in the Cash Reserve Program, our District will be able to issue a tax and revenue anticipation note as part of this cost-effective pooled structure. An overview of this cash management concept and the Program is provided below:

***Tax and Revenue Anticipation Notes (TRANs):*** TRANs are short-term debt instruments issued by school districts throughout the State to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund moneys (generally paid out in a more level fashion).

***TRANs Economics:*** Through our participation in the Program, our District will issue a tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRAN proceeds.

***Cash Reserve Program Background:*** The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers. Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

- ◆ Participants benefit from a cost-effective and administratively simple method to issue their TRANs
- ◆ Documentation is streamlined for governing board approval
- ◆ Participants benefit from year-round administrative assistance



**Board Agenda Item Description**  
**Page Two**

**Cash Reserve Program Process:**

The Cash Reserve Program involves the following key steps in order to participate:

1. **Adoption of Resolution:** Adoption of the resolution does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.
2. **Cash Flow and Credit Background Process:** Participants submit a completed credit questionnaire and financial information (including audits, budget, and second period interim cash flow report) that is used to develop an initial pro-forma cash flow statement for 2018-2019. Participants review, revise, and approve their cash flow statement in consultation with Dale Scott & Company, the Program's Financial Advisor. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
3. **Sale of TRANs:** The pricing of the issue is anticipated to occur in mid June. At that time the interest rate on the notes will be locked-in. Our District is not obligated to participate until it acknowledges issuance after the sale of the TRANs.
4. **Closing:** Closing of the issue will occur in early July. Our District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

We recommend that the Board adopt the resolution. This will allow administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, our District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

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

**DISTRICT RESOLUTION 1008**

**NAME OF DISTRICT: PACIFIC GROVE UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF MONTEREY**

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

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2018-2019 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2018-2019 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES**

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

**WHEREAS**, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2018 ("Fiscal Year 2018-2019") by the issuance of its 2018-2019 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

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

OHSUSA767888901.2

Year 2018-2019 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

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

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

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

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

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2018-2019 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2018-2019 which will be received by or will accrue to the District during such fiscal year for the general

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

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

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2018-2019 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto

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

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

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

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

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

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

**WHEREAS**, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement

or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

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

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

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

Section 2.     Issuance of Notes.

(A)     Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2018-2019 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2018-2019 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

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

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

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"),

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

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

and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the “Note Rate”).

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

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

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2018-2019 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the



discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

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

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

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2018-2019 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

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

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

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

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

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

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

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

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and

the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

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

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

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

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

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

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2018-2019, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement

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

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

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an “Authorized Officer”), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District’s share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2018 (or the date of adoption of this Resolution if after May 1, 2018) through June 15, 2019 (the “Pricing Confirmation”), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes

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

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

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

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

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation),

with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For

purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized

Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault



Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District’s repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust

Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2018 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2018, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2018, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2019 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2019, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2019, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow

borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term “Tax-Exempt” shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2018-2019 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues

to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the

Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
  - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
  - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
  - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);

- d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment

agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief



financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for

cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2018-2019 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2018-2019 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2018-2019, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2012-2013 through Fiscal Year 2016-2017, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at

least eighty-five percent (85%) of such amount for Fiscal Years 2017-2018 and 2018-2019, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases

and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2018 (the "Fiscal Year 2017-2018") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2017-2018 or Fiscal Year 2018-2019 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2018-2019.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2018-2019 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish

and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2018-2019 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies



which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is

implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power

or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and

issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A  
FORM OF NOTE

R-1

\$ \_\_\_\_\_

\_\_\_\_\_ DISTRICT/ \_\_\_\_\_ BOARD OF EDUCATION

COUNTY OF \_\_\_\_\_, CALIFORNIA

2018-2019 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Interest Rate		Maturity Date		
___%		_____, 20__		
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the maturity date or the [Credit

\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\* Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).



Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*\*

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2018-2019 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution,

\* This paragraph is applicable only if the Note is issued by the District.

\*\* This paragraph is applicable only if the Note is issued by the County.

then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]<sup>\*</sup> District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]<sup>\*</sup> the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]<sup>\*</sup>

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<sup>\*</sup> Applicable only if the Note is issued by the County.

RESOLUTION CERTIFICATE

I, Dr. Ralph Gomez Porras, Secretary of the Governing Board of Pacific Grove Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Pacific Grove Unified School District duly and regularly held at the regular meeting place thereof on the \_\_ day of \_\_\_\_\_, 2018, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 435 Hillcrest, Pacific Grove, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$7,500,000.

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Dr. Ralph Gomez Porras  
Secretary of the Governing Board  
of Pacific Grove Unified School District

**IN WITNESS WHEREOF**, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Pacific Grove Unified School District

By \_\_\_\_\_  
John Paff  
Title: Board President

[(SEAL)]

Countersigned

By \_\_\_\_\_  
Dr. Ralph Gomez Porras  
Title: Superintendent/Board Secretary

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
<u>John Paff</u>	<u>Board President</u>	_____
<u>Dr. Ralph Gomez Porras</u>	<u>Superintendent/Board Secretary</u>	_____
_____	_____	_____
<u>Rick Miller</u>	<u>Assistant Superintendent</u>	_____
_____	_____	_____

District: Pacific Grove Unified School District

Address: 435 Hillcrest  
Pacific Grove, CA 93950

County: Monterey

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Pacific Grove Unified School District

By \_\_\_\_\_

Name: Rick Miller  
Title: Assistant Superintendent

**IN WITNESS WHEREOF**, each of the Districts identified in Schedule I hereto has caused this Trust Agreement to be signed in its name by its duly authorized representative, and U.S. Bank National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

Pacific Grove Unified School District

By: \_\_\_\_\_  
Name: Rick Miller  
Title: Assistant Superintendent

**SUBJECT:** Increase Contract for Central Coast Kids and Families

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the proposed contract increase in the amount of \$110,000, with Central Coast Kids and Families.

**BACKGROUND:**

The original contract for the 2017-18 school year for \$700,000 was approved by the Board in June 2017 based on the projected amount at that time.

**INFORMATION:**

The original contract was based on the need to provide aide support to 15 students and one classroom support aide. Over the course of the year, aide support has increased to cover a total of 22 students, and two classroom support aides. The proposed increase will cover the costs through extended school year.

**FISCAL IMPACT:**

\$110,000 Student Services Budget



435 Hillcrest Avenue  
Pacific Grove, CA 93950

**CONTRACT FOR SERVICES**

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

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

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

1. **Scope of Service:**  
To provide aide support to students with disabilities provided as needed to one or more students as per IEP team decisions based on the needs of the students
2. **Expected outcome(s)**  
Students with disabilities will be provided one to one support when needed during the school day for instructional, behavioral, medical, and/or supervisory support.
3. **Dates of Service:**  
Service is to be provided on the following dates:  
SY 2017-2018 March 23-June 30, 2018
4. **Financial Arrangements:**  
CCKF aides will be provided on all campuses in accordance with students' IEPs for 181 days up to 7 hours a day, and 20 days of extended school year up to 4.5 hours a day. Projected cost \$110,000.

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

Consultant: Central Coast Kids and Families

Address: 1245 10<sup>th</sup> Street, Monterey, CA 93940

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

District Employee       Independent Consultant \*

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

Site/Program Administrator – (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

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

Director of Human Resources

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

Asst. Supt./Supt.

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

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

## Contract for Services Criteria

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

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

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District/Site Administrator

---

Date

**SUBJECT:** Classified Childcare Attendant Job Description

**PERSON RESPONSIBLE:** Billie Mankey, Director II, Human Resources

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the classified job description for Childcare Attendant as presented or with recommended revisions.

**BACKGROUND/INFORMATION/DESCRIPTION:**

The classified job description presented is new and attempts to fill a need in our district for occasional childcare during events and when adult students with children are taking classes

**FUNDING:**

Classified, hourly, Range 25 (\$16.27 per hour) and typically site funded

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**  
**JOB DESCRIPTION**

**POSITION TITLE: CHILDCARE ATTENDANT**

**DEFINITION:** Under the general direction of the Principal, care for children ages two to fourteen whose parents are attending school district functions or classes

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

- Provide general supervision of children
- Supervise and facilitate age appropriate games and activities
- Recognize, understand and handle certain childhood behaviors
- Maintain a safe environment; handle emergencies as they arise
- Maintain cleanliness and order
- Maintain the parent sign in and sign out list for their children
- Facilitate a nutrition break as necessary
- Other duties as assigned.

**QUALIFICATIONS:**

**Knowledge of:**

- Basic physical, social, intellectual and emotional development patterns and behaviors of children
- Basic child safety practices and emergency protocols
- First aid

**Ability to:**

- Successfully relate with toddlers and school age children
- Understand and follow oral instructions.
- Work effectively with those contacted in the course of the work
- Must be able to work independently and as part of a team

**EDUCATION AND EXPERIENCE:**

- Any combination of education and/or experience which would demonstrate possession of the knowledge and abilities listed herein
- Completion of the twelfth grade
- Demonstrable experience in babysitting and/or childcare
- Coursework in child development desirable

**PHYSICAL REQUIREMENTS:** *of this position are, but not limited to the following:*

**Ability to:**

- Sit for extended periods of time
- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Ascend and descend steps
- See for the purpose of observing accuracy of reports and documents
- Hear and understand speech at normal levels
- Communicate so others will clearly understand normal conversation

- Communicate using the telephone and radio.
- Push/pull, squat, turn, twist, bend, and stoop.
- Lift and carry 30 lbs.
- Reach in all directions.
- Think clearly and rationally to solve problems, make good judgments and decisions.
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position.

**WORKING CONDITIONS:**

Indoor and outdoor working environment subject to bending, crouching, kneeling, lifting and reaching in all directions.

**LICENSE OR CERTIFICATE:**

- Possession of a valid California Driver's license
- American Red Cross Certification in babysitting and childcare desirable
- Valid CPR/First Aid Certification

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

Adopted by the Board of Education:

**SUBJECT:** Approval of Amendments to the Superintendent's 2017-21 Contract and Compensation Adjustments

**PERSON(S) RESPONSIBLE:** John Paff, Board President

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**RECOMMENDATION:**

It is recommended that the Board of Education approve the 2017 - 2021 Superintendent's contract amendments as proposed.

**BACKGROUND:**

The District Superintendent works as a contracted employee to the Governing Board. This contract governs his term of employment and compensation.

**INFORMATION:**

The Board, on an annual basis, reviews the Superintendent's contract and compensation. Proposed modifications are noted in the "Amendment to Contract of Employment."

**FISCAL IMPACT:**

This two year 6.7% total compensation agreement is commensurate with the Certificated Bargaining Unit agreement for the 2017/2018 school year (3.5%), and is commensurate with the COLA in the Certificated Bargaining Unit compensation agreement for 2018/19 (3.2%) but less than the total compensation increase for the Certificated Bargaining Unit (4%) in 2018/19.

AMENDMENTS TO CONTRACT OF EMPLOYMENT  
SUPERINTENDENT

The Governing Board of Pacific Grove Unified School District ("Governing Board") and Ralph Gómez Porras ("Superintendent") agree that the Superintendent's Contract, as amended from the previous year, shall be amended to include the following:

1. The employment contract shall be effective July 1, 2017 through June 30, 2021.
2. Board agrees to pay Superintendent an annual compensation of \$228,679.89 payable in twelve (12) equal monthly installments retroactive to July 1, 2017 through June 30, 2018. Beginning July 1, 2018, the Board agrees to pay the Superintendent an annual compensation of \$235,997.64. The July 1, 2018 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

This two year 6.7% total compensation agreement is commensurate with the Certificated Bargaining Unit agreement for the 2017/2018 school year (3.5%), and is commensurate with the COLA in the Certificated Bargaining Unit compensation agreement for 2018/19 (3.2%) but less than the total compensation increase for the Certificated Bargaining Unit (4%) in 2018/19.

A copy of the revised contract with the above listed amendments has been supplied to the Board. The contract will be available for viewing at the District Office and a copy available at the March 22, 2018 Board meeting.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
SUPERINTENDENT CONTRACT**

This Agreement is made on this ~~## 19<sup>th</sup>~~ day of ~~June 2016~~ October 2017, by and between the Governing Board ("Board") of Pacific Grove Unified School District and Dr. Ralph Gómez Porras.

1. **Term** – This Employment Agreement ("Agreement") is made and entered into for the term commencing July 1, ~~20172016~~ through June 30, ~~2020-2021~~ by and between the Pacific Grove Unified School District, a public agency of the State of California ("District"), and Ralph Gómez Porras, an individual (referred to herein as "Superintendent").

2. **Salary** – Board agrees to pay Superintendent an annual compensation of \$228,679.89 payable in twelve (12) equal monthly installments retroactive to July 1, 2017 through June 30, 2018. Beginning July 1, 2018, the Board agrees to pay the Superintendent an annual compensation of \$235,997.64. The July 1, 2018 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

~~Board agrees to pay Superintendent an annual compensation of \$213,475.14 payable in twelve (12) equal monthly installments retroactive to July 1, 2015 through June 30, 2016. Beginning July 1, 2016, the Board agrees to pay the Superintendent an annual compensation of \$220,946.76. The July 1, 2016 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.~~ The Superintendent shall receive longevity increments in base salary beginning the first day of the fifth (5<sup>th</sup>), seventh (7<sup>th</sup>) and eleventh (11<sup>th</sup>) contractual work years, effective July 1, 2011. The increments shall be 2.5 % of base salary, as is available to all management personnel.

Board reserves the right to increase salary and/or benefits for any period of this Agreement. Board may deduct or withhold from Superintendent's salary any and all sums required for federal income taxes and all applicable federal, state, or local taxes and withholdings, including, if applicable, contributions to STRS, which are now applicable or become applicable in the future.

Superintendent shall receive, on an annual basis, a doctoral stipend of \$1,800.

Unless Superintendent and District mutually agree to a different amount for an annual increase to the Superintendent's salary, the Superintendent's salary may, at the discretion of the Governing Board, be increased each year by the same percentage increase or one time payment, if any, received by District's certificated bargaining unit. shall be increased each year by the same percentage increase or one time payment, if any, received by District's certificated bargaining unit.

3. **Workdays** – Superintendent shall work 225 days during each year (July 1<sup>st</sup> – June 30<sup>th</sup>). Days in excess of 225 should only be worked with prior agreement of Board or Board President. If excess workdays are performed, they shall be paid at per diem rate.

4. **Chief Administrative Official** – Board hereby employs Superintendent as the Superintendent of District, and Superintendent accepts employment as the Superintendent of District. In said capacity, Superintendent shall perform all services, acts, or things, necessary or advisable, to manage and conduct the business of District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties:

Superintendent shall serve as the Chief Administrative Official of District, including administration of District's instructional program, business affairs, personnel services, and property management



functions with the assistance of staff personnel. Superintendent shall have primary responsibility for the selection, assignment, transfer, dismissal, promotion and demotion of personnel subject to the approval of Board.

Superintendent shall review all policies under consideration by Board and make appropriate recommendations to Board.

Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

Superintendent and members of Board shall keep each other apprised of criticisms and/or complaints regarding District operations or personnel, with the understanding that individual members will discuss these issues with Superintendent prior to public review.

Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to Superintendent's position and necessary for the adequate performance of Superintendent's duties.

5. **Evaluation** – Board shall discuss its working relationship with Superintendent and his job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to evaluate Superintendent, (b) oral and written evaluation of Superintendent's performance, (c) review of Superintendent's salary and benefits, and (d) discussion of goals and objectives for the succeeding year.

After reviewing the performance of Superintendent, based upon the agreed upon goals and objectives established for the school year, Board shall notify Superintendent in writing whether Superintendent has performed, in Board's judgment, satisfactorily or unsatisfactorily.

If Board concludes that Superintendent's performance is unsatisfactory, Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

Failure of Board to conduct an evaluation under this section shall not prevent Board from acting to terminate the employment of Superintendent if Board determines, in its discretion, that such action is warranted.

6. **Devotion of Professional Services** – Superintendent shall give his exclusive professional services to District during the period of time such services are to be rendered except as otherwise provided in this Contract. However, Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture or engage in other professional undertakings, provided such activities do not, in the exclusive judgment of Board, tend to impair the effectiveness of Superintendent. Superintendent may retain any income, which may be derived therefrom.
7. **Health and Welfare Benefits; Holidays; and Sick Leave** – Superintendent shall be entitled to those benefits and paid holidays accorded to management personnel of District.

In addition, Superintendent shall be entitled to twelve (12) sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of service. Superintendent shall also be entitled to accumulate unused sick leave from year to year without limitation. Upon termination of this Agreement, Superintendent shall not be entitled to compensation for any unused sick leave.

Should Superintendent retire from District after fifteen (15) years of service, District agrees that it shall pay all premium costs for all such health, vision and dental insurance plans for Superintendent and his spouse at the time of retirement for the life of Superintendent and Superintendent's spouse. Should Superintendent continue to be eligible for District provided health insurance benefits after Superintendent is no longer employed by District, and if Superintendent has moved from the geographical area where District's then current health insurance providers offer coverage, Superintendent shall obtain alternative comparable coverage to that which was in effect on the date of Superintendent's retirement and the District shall pay all premium, co-pay and deductible costs consistent with the preceding paragraph.

8. **Transportation and Expenses** – Superintendent shall receive \$300 per month to use for the purpose of maintaining an automobile to be used by Superintendent in connection with the services required of Superintendent under this Agreement.

Superintendent shall be reimbursed for all travel and for all necessary non-travel expenses as provided in applicable District policies, rules and regulations. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by Superintendent. District shall also pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District. District shall also pay Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development (ASCD), and such other professional associations in which Superintendent may participate.

Superintendent is required to have a cell phone and shall be compensated at the rate of \$150 per month.

9. **Termination** – This Agreement may be terminated prior to its expiration date on any of the following basis:
- A. Superintendent may terminate Superintendent's obligations under this Agreement by giving the District at least thirty (30) days written notice in advance.
  - B. Board may elect not to renew this Agreement upon its expiration by providing written notice to Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.
  - C. By mutual agreement of both parties at any time.

- D. For cause, if Board determines that Superintendent has materially breached a term of this Agreement or has neglected to perform his/her duties under it. Prior to exercising this option, Board shall give Superintendent written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action.

No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation and/or defense. Superintendent may be represented, at his/her expense, by counsel at the meeting.

Any decision to terminate for cause shall be effective upon the date determined by Board.

- E. At the sole discretion of Board upon a determination that it is in the best interest of the District to obtain a new Chief Administrative Officer. Prior to exercising this option, Board shall give Superintendent an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in the best interest of the District.

In the event Board exercises this option, Superintendent agrees to relinquish/waive any and all claims and/or legal actions against the District, including but not limited to any claims/actions under this Agreement, in exchange for an amount calculated by multiplying the number of months remaining on this Agreement by Superintendent's monthly salary (see Section 2), at the time of Board's decision. However, in no event shall the amount paid to Superintendent exceed an amount equivalent to twelve (12) months' salary.

10. **Indemnity** – In accordance with the provisions of Government Code §825 and §995, District shall defend Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, District shall hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity or Superintendent's official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.
11. **Governing Laws/Severance** – This Agreement shall be construed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
12. **Limitation on Cash Settlement Upon Termination** – Pursuant to the provisions of Government Code section 53260:
- A. In the event of termination of this Agreement for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Agreement, or salary for 12 months, whichever is less.

- B. Notwithstanding the foregoing provisions of subsection A above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Agreement, Board may not provide any cash or noncash settlement with Superintendent if Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

13. **Non-cash Benefits Upon Termination** – Pursuant to provisions of Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when Superintendent obtains other employment before the measuring period has expired.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

14. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Superintendent if Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if District funds the criminal defense of Superintendent against charges involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District all funds expended for Superintendent's criminal defense. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **Notification of Renewal** – Not later than 90 days prior to the termination date of this Agreement (including any amendments), Superintendent shall notify in writing each member of Board of the provisions of Education Code section 35031 and the fact that this Agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless Board gives written notice of nonrenewal to Superintendent at least 45 days prior to its expiration.
16. **Modification** – This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.
17. **Entire Agreement** – This Agreement constitutes the entire Agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, conditions are deemed merged into this Agreement.
18. **Construction of Language** – The language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against either party.

- 19. **Successors and Assigns** – Both parties hereby agree and represent that this Agreement shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Agreement.

This Agreement is executed at Pacific Grove, California.

\_\_\_\_\_  
 Ralph Gómez Porras, Ed.D.  
 Superintendent

\_\_\_\_\_  
 John-~~Paff~~~~Thibeau~~, President  
 PGUSD Board of Education

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
SUPERINTENDENT CONTRACT**

This Agreement is made on this 22<sup>nd</sup> day of March 2018, by and between the Governing Board ("Board") of Pacific Grove Unified School District and Dr. Ralph Gómez Porras.

1. **Term** – This Employment Agreement ("Agreement") is made and entered into for the term commencing July 1, 2017 through June 30, 2021 by and between the Pacific Grove Unified School District, a public agency of the State of California ("District"), and Ralph Gómez Porras, an individual (referred to herein as "Superintendent").
2. **Salary** – Board agrees to pay Superintendent an annual compensation of \$228,679.89 payable in twelve (12) equal monthly installments retroactive to July 1, 2017 through June 30, 2018. Beginning July 1, 2018, the Board agrees to pay the Superintendent an annual compensation of \$235,997.64. The July 1, 2018 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

The Superintendent shall receive longevity increments in base salary beginning the first day of the fifth (5<sup>th</sup>), seventh (7<sup>th</sup>) and eleventh (11<sup>th</sup>) contractual work years, effective July 1, 2011. The increments shall be 2.5 % of base salary, as is available to all management personnel.

Board reserves the right to increase salary and/or benefits for any period of this Agreement. Board may deduct or withhold from Superintendent's salary any and all sums required for federal income taxes and all applicable federal, state, or local taxes and withholdings, including, if applicable, contributions to STRS, which are now applicable or become applicable in the future.

Superintendent shall receive, on an annual basis, a doctoral stipend of \$1,800.

Unless Superintendent and District mutually agree to a different amount for an annual increase to the Superintendent's salary, the Superintendent's salary may, at the discretion of the Governing Board, be increased each year by the same percentage increase or one time payment, if any, received by District's certificated bargaining unit.

3. **Workdays** – Superintendent shall work 225 days during each year (July 1<sup>st</sup> – June 30<sup>th</sup>). Days in excess of 225 should only be worked with prior agreement of Board or Board President. If excess workdays are performed, they shall be paid at per diem rate.
4. **Chief Administrative Official** – Board hereby employs Superintendent as the Superintendent of District, and Superintendent accepts employment as the Superintendent of District. In said capacity, Superintendent shall perform all services, acts, or things, necessary or advisable, to manage and conduct the business of District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties:

Superintendent shall serve as the Chief Administrative Official of District, including administration of District's instructional program, business affairs, personnel services, and property management functions with the assistance of staff personnel. Superintendent shall have primary responsibility for the selection, assignment, transfer, dismissal, promotion and demotion of personnel subject to the approval of Board.

Superintendent shall review all policies under consideration by Board and make appropriate recommendations to Board.

Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

Superintendent and members of Board shall keep each other apprised of criticisms and/or complaints regarding District operations or personnel, with the understanding that individual members will discuss these issues with Superintendent prior to public review.

Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to Superintendent's position and necessary for the adequate performance of Superintendent's duties.

5. **Evaluation** – Board shall discuss its working relationship with Superintendent and his job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to evaluate Superintendent, (b) oral and written evaluation of Superintendent's performance, (c) review of Superintendent's salary and benefits, and (d) discussion of goals and objectives for the succeeding year.

After reviewing the performance of Superintendent, based upon the agreed upon goals and objectives established for the school year, Board shall notify Superintendent in writing whether Superintendent has performed, in Board's judgment, satisfactorily or unsatisfactorily.

If Board concludes that Superintendent's performance is unsatisfactory, Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

Failure of Board to conduct an evaluation under this section shall not prevent Board from acting to terminate the employment of Superintendent if Board determines, in its discretion, that such action is warranted.

6. **Devotion of Professional Services** – Superintendent shall give his exclusive professional services to District during the period of time such services are to be rendered except as otherwise provided in this Contract. However, Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture or engage in other professional undertakings, provided such activities do not, in the exclusive judgment of Board, tend to impair the effectiveness of Superintendent. Superintendent may retain any income, which may be derived therefrom.
7. **Health and Welfare Benefits; Holidays; and Sick Leave** – Superintendent shall be entitled to those benefits and paid holidays accorded to management personnel of District.

In addition, Superintendent shall be entitled to twelve (12) sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of

service. Superintendent shall also be entitled to accumulate unused sick leave from year to year without limitation. Upon termination of this Agreement, Superintendent shall not be entitled to compensation for any unused sick leave.

Should Superintendent retire from District after fifteen (15) years of service, District agrees that it shall pay all premium costs for all such health, vision and dental insurance plans for Superintendent and his spouse at the time of retirement for the life of Superintendent and Superintendent's spouse. Should Superintendent continue to be eligible for District provided health insurance benefits after Superintendent is no longer employed by District, and if Superintendent has moved from the geographical area where District's then current health insurance providers offer coverage, Superintendent shall obtain alternative comparable coverage to that which was in effect on the date of Superintendent's retirement and the District shall pay all premium, co-pay and deductible costs consistent with the preceding paragraph.

8. **Transportation and Expenses** – Superintendent shall receive \$300 per month to use for the purpose of maintaining an automobile to be used by Superintendent in connection with the services required of Superintendent under this Agreement.

Superintendent shall be reimbursed for all travel and for all necessary non-travel expenses as provided in applicable District policies, rules and regulations. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by Superintendent. District shall also pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District. District shall also pay Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development (ASCD), and such other professional associations in which Superintendent may participate.

Superintendent is required to have a cell phone and shall be compensated at the rate of \$150 per month.

9. **Termination** – This Agreement may be terminated prior to its expiration date on any of the following basis:
- A. Superintendent may terminate Superintendent's obligations under this Agreement by giving the District at least thirty (30) days written notice in advance.
  - B. Board may elect not to renew this Agreement upon its expiration by providing written notice to Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.
  - C. By mutual agreement of both parties at any time.
  - D. For cause, if Board determines that Superintendent has materially breached a term of this Agreement or has neglected to perform his/her duties under it. Prior to exercising this option, Board shall give Superintendent written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action.



No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation and/or defense. Superintendent may be represented, at his/her expense, by counsel at the meeting.

Any decision to terminate for cause shall be effective upon the date determined by Board.

- E. At the sole discretion of Board upon a determination that it is in the best interest of the District to obtain a new Chief Administrative Officer. Prior to exercising this option, Board shall give Superintendent an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in the best interest of the District.

In the event Board exercises this option, Superintendent agrees to relinquish/waive any and all claims and/or legal actions against the District, including but not limited to any claims/actions under this Agreement, in exchange for an amount calculated by multiplying the number of months remaining on this Agreement by Superintendent's monthly salary (see Section 2), at the time of Board's decision. However, in no event shall the amount paid to Superintendent exceed an amount equivalent to twelve (12) months' salary.

10. **Indemnity** – In accordance with the provisions of Government Code §825 and §995, District shall defend Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, District shall hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity or Superintendent's official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.
11. **Governing Laws/Severance** – This Agreement shall be construed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
12. **Limitation on Cash Settlement Upon Termination** – Pursuant to the provisions of Government Code section 53260:
- A. In the event of termination of this Agreement for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Agreement, or salary for 12 months, whichever is less.
- B. Notwithstanding the foregoing provisions of subsection A above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Agreement, Board may not provide any cash or noncash settlement with Superintendent if Board believes, and subsequently confirms, pursuant to an independent audit, that

Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

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15. **Notification of Renewal** – Not later than 90 days prior to the termination date of this Agreement (including any amendments), Superintendent shall notify in writing each member of Board of the provisions of Education Code section 35031 and the fact that this Agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless Board gives written notice of nonrenewal to Superintendent at least 45 days prior to its expiration.
16. **Modification** – This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.
17. **Entire Agreement** – This Agreement constitutes the entire Agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, conditions are deemed merged into this Agreement.
18. **Construction of Language** – The language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against either party.

- 19. **Successors and Assigns** – Both parties hereby agree and represent that this Agreement shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Agreement.

This Agreement is executed at Pacific Grove, California.

\_\_\_\_\_  
 Ralph Gómez Porras, Ed.D.  
 Superintendent

\_\_\_\_\_  
 John Paff, President  
 PGUSD Board of Education

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**SUBJECT:** Board Calendar/Future Meetings

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

**BACKGROUND:**

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

**INFORMATION:**

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

## Board Meeting Calendar, 2017-18 School Year

Jan. 25	<b>Regular Board Meeting</b> ✓ Report on Governor's Budget Proposal ✓ Preliminary enrollment projection for 2018/19 ✓ Property Tax Update	Community High School
Feb. 8	<b>Regular Board Meeting</b> ✓ Budget projections and assumptions ✓ Possible personnel action presented as information ✓ Preliminary Review of Site Master Schedules ✓ Maintenance/Facilities Update	District Office
Mar. 8	<b>Regular Board Meeting</b> ✓ Second Interim Report ✓ Budget Revision #3 ✓ Possible personnel action (RIF) ✓ Open House schedules reviewed	District Office
Mar. 22	<b>Regular Board Meeting</b> ✓ Budget projections and assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report	District Office
Apr. 5	<b>Regular Board Meeting</b> ✓ Board Priorities for 2018/19 Instructional Program Design ✓ Review of Strategic plan and LCAP ✓ Begin Superintendent Evaluation ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Approve 2018/19 Board meeting calendar, Aug. – Dec.	District Office
April 26	<b>Regular Board Meeting</b> ✓ Review of Site Master Schedules ✓ Review of Strategic plan and LCAP (as needed) ✓ Review of Facilities Depreciation Schedule	District Office
May 3	<b>Regular Board Meeting</b> ✓ Begin Superintendent Evaluation ✓ California Day of the Teacher ✓ Final Review of Site Master Schedules ✓ Draft 2018/19 Board meeting calendar ✓ Review of Strategic plan and LCAP ✓ Safety/Discipline Report ✓ Budget Revision #4	District Office
May 24	<b>Regular Board Meeting</b> ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2018/19 ✓ Superintendent's evaluation ✓ Identify Board member representatives for graduation ✓ Review Facility Use Fee Schedule ✓ LCAP Public Hearing ✓ Review Governor's revised budget ✓ Present 2018/19 Budget ✓ Maintenance/Facilities Update	District Office
June 7	<b>Regular Board Meeting</b> ✓ Adopt budget for 2018/19 ✓ Recommend approval of LCAP ✓ Complete Superintendent Evaluation ✓ Approval of contracts and purchase orders for 2018/19	District Office

## TENTATIVE Board Meeting Calendar, 2018-19 School Year

Aug. 23	<b>Regular Board Meeting</b> ✓ Student Enrollment Update ✓ Back to School dates ✓ Property tax report ✓ 2018-2019 Consolidated Application ✓ Set date for Annual Organizational meeting ✓ Facilities Project Updates	District Office
Sept. 6	<b>Regular Board Meeting</b> ✓ Unaudited Actual Report ✓ Budget Revision #1	Forest Grove (School Site Visit)
Sept. 20	<b>Regular Board Meeting</b> ✓ Board Goals – review/revise ✓ Williams Uniform Complaint Report ✓ Facilities Project Updates	Robert Down
Sept. 27 <i>*if needed</i>	<b>Special Board Meeting</b> ✓ Board Goals – review/revise ✓ Local Control Accountability Plan Review ✓ Strategic Plan - review/revise	District Office
Oct. 4	<b>Regular Board Meeting</b> ✓ Strategic Plan ✓ Superintendent’s Goals ✓ Bus Ridership ✓ District Safety Update	Middle School (School Site Visit)
Oct. 25	<b>Regular Board Meeting</b> ✓ Facilities Project Updates	Adult School (School Site Visit)
Nov. 1	<b>Regular Board Meeting</b> ✓ Intent form due (to serve as Board President or Vice President) ✓ PGHS Course Bulletin Information/Discussion	High School (School Site Visit)
Nov. 15	<b>Regular Board Meeting</b> ✓ District Math Update ✓ Review of Special Education Contracts ✓ Facilities Project Updates	Community High School (School Site Visit)
Dec. 13	<b>Organizational Meeting</b> ✓ Election of 2018-2019 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #2 ✓ Facilities Project Updates ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report	District Office

**SUBJECT:** Information Regarding the Section 115 Pension Stabilization Trust

**PERSON RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The District Administration recommends that the Board receive information about the Section 115 Pension Stabilization Trust.

**BACKGROUND:**

At a previous Board meeting, the Board requested information about the possibility of placing a portion of the General Fund reserves into a Section 115 Trust account. The 115 Trust allows the District to prefund long-term pension liabilities by placing District funds into an exclusive trust account.

**INFORMATION:**

Because the state retirement accounts for both Classified and Certificated employees are historically underfunded, the state has announced increases to the contributions that Districts are required to pay for several years into the future. This increased volatility has resulted in the creation of this GASB 68 pension liability trust account.

Our insurance carrier, Keenan and Associates, has created at Section 115 Trust that they are offering school districts. We have asked a representative from Keenan to make a presentation and to answer questions from the Board.

**FISCAL IMPACT:**

This item is for information only.

# Pacific Grove USD



**Gail Beal, Sr. Vice President**



# *Pension Stabilization Trust*

A Keenan Solution

PST is a solution designed to pre-fund pension costs and reduce GASB 68 net pension liabilities:

- Section 115 IRS compliant trust
- Mitigate long-term pension volatility
- Leverage Discretionary Advisor
- Designed for CA public agencies



# The PST Team

## *Keenan*

*Financial Services*

- Program Coordinator / Administrator

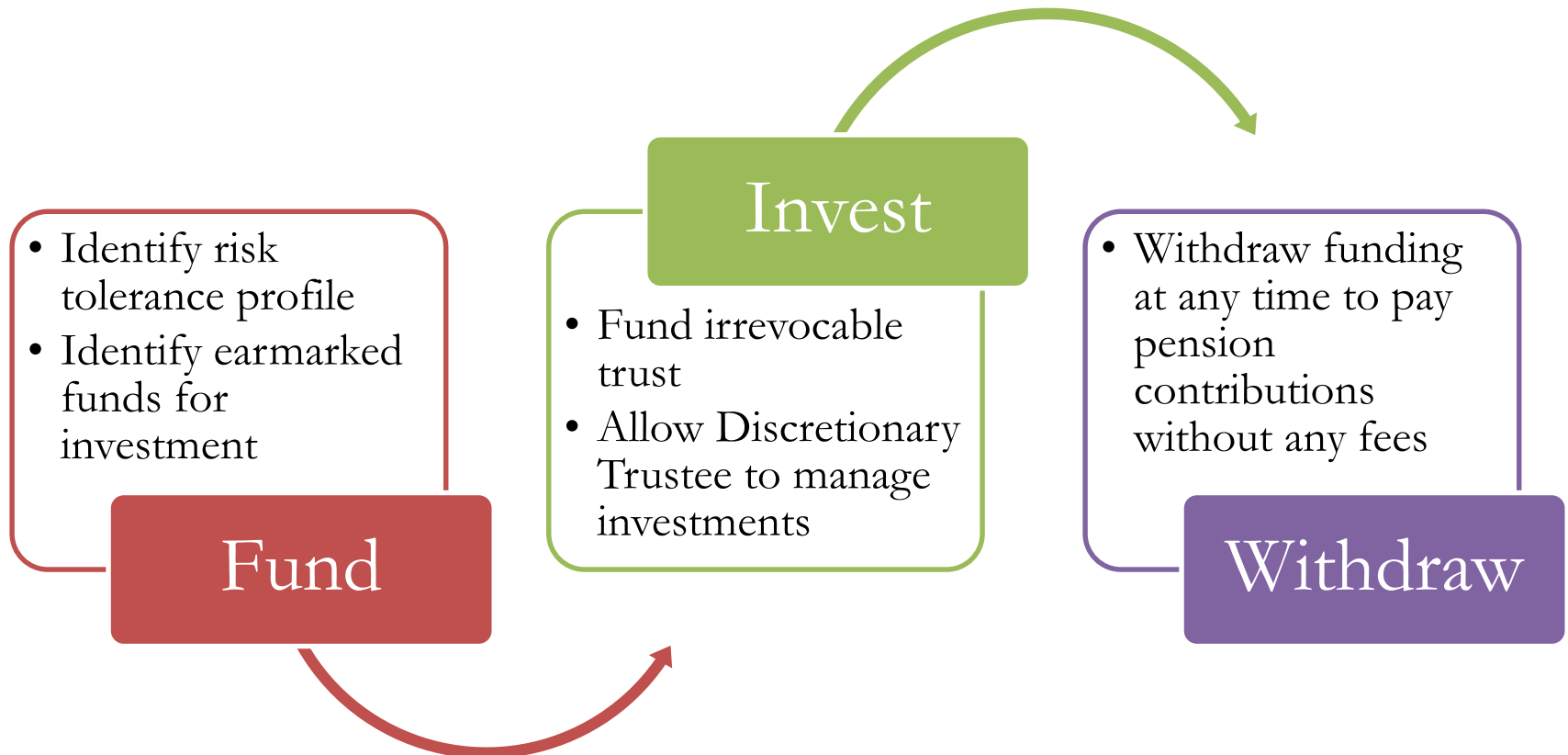
A WEALTH OF KNOWLEDGE  
**Benefit.Trust** 

- Discretionary Trustee

## Morgan Stanley

- Registered Investment Advisor

# How does PST work?



# Portfolio Performance

As of December 31, 2017

<i>Portfolio</i>	<i>3 Mo</i>	<i>1-Yr</i>	<i>3-Yr</i>	<i>5-Yr</i>	<i>10-Yr</i>
<b>Fixed Income</b>	<b>0.80%</b>	<b>6.31%</b>	<b>3.19%</b>	<b>2.89%</b>	<b>5.90%</b>
<i>Benchmark (Barclay's Aggregate)</i>	<i>0.39%</i>	<i>3.54%</i>	<i>2.24%</i>	<i>2.10%</i>	<i>4.01%</i>
<b>Conservative</b>	<b>1.32%</b>	<b>8.25%</b>	<b>3.91%</b>	<b>3.83%</b>	<b>5.90%</b>
<i>Benchmark (15% ACWI / 85% BC Agg)</i>	<i>1.18%</i>	<i>6.41%</i>	<i>3.39%</i>	<i>3.46%</i>	<i>4.35%</i>
<b>Moderate</b>	<b>1.95%</b>	<b>10.85%</b>	<b>5.10%</b>	<b>5.33%</b>	<b>6.11%</b>
<i>Benchmark (30% ACWI / 70% BC Agg)</i>	<i>1.97%</i>	<i>9.34%</i>	<i>4.52%</i>	<i>4.82%</i>	<i>4.62%</i>
<b>Moderate Growth</b>	<b>2.43%</b>	<b>12.62%</b>	<b>5.93%</b>	<b>6.40%</b>	<b>6.05%</b>
<i>Benchmark (45% ACWI / 55% BC Agg)</i>	<i>2.76%</i>	<i>12.34%</i>	<i>5.63%</i>	<i>6.17%</i>	<i>4.83%</i>
<b>Growth</b>	<b>3.03%</b>	<b>14.85%</b>	<b>6.98%</b>	<b>7.76%</b>	<b>6.04%</b>
<i>Benchmark (60% ACWI / 40% BC Agg)</i>	<i>3.57%</i>	<i>15.42%</i>	<i>6.73%</i>	<i>7.50%</i>	<i>4.96%</i>
<b>Aggressive Growth</b>	<b>3.69%</b>	<b>17.30%</b>	<b>8.00%</b>	<b>9.15%</b>	<b>5.86%</b>
<i>Benchmark (75% ACWI / 25% BC Agg)</i>	<i>4.37%</i>	<i>18.58%</i>	<i>7.81%</i>	<i>8.83%</i>	<i>5.03%</i>

**NOTE: The Futuris portfolios listed above are sample representations only and may be altered from time to time at the discretion of the trustee.**

**Keenan**  
Associates

## \$1 billion in assets invested in Section 115 Trusts

- 100% client retention
- Growth by providing creative solutions



# PST Structure

- **Multiple Employer Trust**
  - Investment and administrative economies of scale
  - No risk sharing
  - Six investment portfolios
- **PST Board of Authority**
  - Member agencies
  - One member per agency (and alternate)
  - Participation is not mandatory

# Comprehensive Service

## Implementation

- Consult on plan structure
- Turn-key services
- Education



## Service

- Recordkeeping
- Reporting
- Compliance

## Investment

- Trustee services
- Investment management

# PST Team Fees

Firm	Fee
	10 bps
	10 bps
Morgan Stanley	10 bps
Total	30 bps



# Summary

## Fundamentals

- **Transparency & Oversight**
- **No conflict of interest**
- World class investments
- IRS compliant
- GASB 68 compliant

## Added Value

- Experienced team
- Turn-key program
- Signature ready documents
- Ongoing education
- Ongoing service

# THANK YOU!

**SUBJECT:** Special Education Contracts

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review the present and projected status of Special Education contracts.

**BACKGROUND:**

Students with disabilities often require services beyond those which are provided through the district's special education program and personnel. This requires the district to enter into contracts with outside providers to make these additional services available. Outside providers include non-public schools, non-public agencies, MCOE and MPUSD. Contracts are adjusted throughout the school year as the needs of students change due to IEP placements and IEP team decisions.

**INFORMATION:**

Projected cost of contracts was presented and approved by the School Board on June 29, 2017. Since that time several new contracts have been approved by the Board throughout the school year. The Board requests a quarterly review of the status of contracts with outside providers.

**FISCAL IMPACT:**

The June 2017 projected budget for contracts with outside providers totaled \$1,042,042  
Due to contract revisions and additional contracts, the current projected contracts total \$1,149,038

## Special Education Contracts 2017-2018

Contract	Date Board Approved	Original Contract	Revised to	Year to Date Expenditures 11/9/17	Year to Date Expenditures 3/14/18
Central Coast Kids and Families (Individual Aides for Students)	6/29/2017	\$ 700,000		\$ 170,406	\$ 546,624
Central Coast Kids and Families BCBA**	8/24/2017	\$ 15,000		\$ -	\$ 1,190
Community Human Services (Counseling) *Adjusted from \$15805 original contract.	6/29/2017	\$ 15,805	\$ 6,480	\$ -	\$ 2,080
F.A.S.T. (Interpreters for all languages)	6/29/2017	\$ 6,000		\$ 660	\$ 3,403
IsoRhythms Music Therapy 4 SDC M/S/ Classrooms**	8/24/2017	\$ 17,000		\$ 565	\$ 10,184
Linda Shingu Inc.	9/21/2017	\$ 12,000			\$ 12,000
Linda Shingu Inc.	2/8/2018	\$ 32,000			\$ 13,375
Martha Christine D Warde	9/21/2017	\$ 12,000			\$ 11,164
Monterey County Office of Education Physical Therapist	6/29/2017	\$ 40,969		Billback Quarterly Fund Transfer	\$ 11,484
Monterey County Office of Education* Infant, Itinerant, SDC/Tuition, Transportation	6/29/2017	\$ 176,615	\$ 157,799	Billback Quarterly Fund Transfer	\$ 99,964
MPUSD Monterey Peninsula Unified School District (Placement in Programs)	12/7/2017	\$ 38,127		Quarterly Invoice	\$ 13,529
MPUSD Monterey Peninsula Unified School District (Adaptive P.E. Teacher .10)	6/29/2017	\$ 4,603		End of Year Invoice	
Peggy Barker, Assistive Technology Specialist	10/5/2017	\$ 4,725		\$ -	\$ 2,160
Pine Hill South NPS	6/29/2017	\$ 94,050		\$ 15,075	\$ 49,280
Sharon A. Cast	6/29/2017	\$ 1,285		\$ -	\$ 1,160
Sharon Neumann Solow (Sign Language)	6/29/2017	\$ 4,000		\$ 1,000	\$ 1,000
TUCCI**	10/5/2017	\$ 3,000			
<b>TOTAL</b>		<b>\$ 1,177,179</b>	<b>\$ 1,149,038</b>	<b>\$ 187,707</b>	<b>\$ 778,597</b>

\* MCOE Projections each year: July 1st Budget Projection, December Projection, April Projection, Final Billback. Original Contract based upon July 1st Budget Projection

\*\* Contracts are paid out of restricted health funds (\$35,000)

**SUBJECT:** Future Agenda Items

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

**BACKGROUND:**

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be .... submitted to the Superintendent or designee with supporting documents and information ...”

**INFORMATION:**

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the March 22, 2018 Regular Board Meeting:

- Review of Lock Blocks and Security Fencing/Gates (April 5)
- Review of Pacific Grove Middle School and High School Health Curriculum (April 5)
- Review of Teacher Evaluation Process (April 5)
- Board Self Evaluation Review (June 7)
- Affordable Housing Project Impacts to District
- Long Term Counseling Study (Winter 2018)