# \*\*\*GOVERNOR'S EXECUTIVE ORDER N-25-20\*\*\*\* \*\*RE CORONAVIRUS COVID-19\*\*

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT.

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY AT THE APRIL 1, 2021 MEETING VIA LIVESTREAM. THE LINK(S) WILL BE PROVIDE 24 HOURS PRIOR TO THE MEETING. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA WILL BE TAKEN VIA LIVESTREAM AT THE TIME INDICATED ON THE AGENDA. PUBLIC COMMENT ON SPECIFIC ITEMS ON THE AGENDA WILL BE TAKEN DURING THE TIME THAT ITEM IS DISCUSSED.

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION REGULAR MEETING

Trustees
John Paff, President
Brian Swanson, Clerk
Cristy Dawson
Carolyn Swanson
Jon Walton

Gabriella Giraldo, Student Representative

**DATE:** Thursday, April 1, 2021

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

6:30 p.m. Open Session

LOCATION: VIRTUAL MEETING

Join Zoom Meeting

https://pgusd.zoom.us/j/82737960862?pwd=UWQwbE82SUJQRjNqTlZUTUsxRTh4QT09

Meeting ID: 827 3796 0862

Passcode: 060430

One tap mobile

+13126266799,,82737960862#,,,,\*060430# US (Chicago)

+13462487799,.82737960862#,...,\*060430# US (Houston)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

Meeting ID: 827 3796 0862

Passcode: 060430

Find your local number: https://pgusd.zoom.us/u/kemrFKHGdK

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

A. Call to Order			
B. Roll Call			
C. Adoption of Agenda			
Move:	Second:	Roll Call Vote:	
Trustees: Paff	B. Swanson Day	wson C. Swanson	Walton

# II. <u>CLOSED SESSION</u>

**OPENING BUSINESS** 

I.

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 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
- 2. Negotiations Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
- Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (1 case)
   Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686
- 4. Conference with Legal Counsel Regarding Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (1 case)
- 5. Superintendent Goals and Evaluation

# III. RECONVENE IN OPEN SESSION

- A. Report action taken in Closed Session:
  - 1. Negotiations Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)]
  - 2. Negotiations Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)]
  - Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9
     Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686
  - 4. Conference with Legal Counsel Regarding Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (1 case)
  - 5. Superintendent Goals and Evaluation
- B. Pledge of Allegiance

# IV. COMMUNICATIONS

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

# V. <u>INDIVIDUALS DESIRING TO ADDRESS THE BOARD</u>

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

#### VI. CONSENT AGENDA

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

A. <u>Minutes of March 18, 2021 Board Meeting</u>
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.

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	В.	Minutes of March 25, 2021 Special Board Meeting Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.	16
	C.	Certificated Assignment Order #16 Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Certificated Assignment Order #16.	18
	D.	<u>Classified Assignment Order #16</u> Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #16.	21
	E.	Acceptance of Donations Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below.	23
		Move: Second: Roll Call Vote:	
		Trustees: Paff B. Swanson Dawson C. Swanson Walton	
VII.	<u>A(</u>	CTION/DISCUSSION	
	A.	<u>District Update on Response to COVID-19</u> Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board receive information regarding District response to COVID-19, and provid direction to Administration.	24 le
		Move: Second: Roll Call Vote:	
		Trustees: Paff B. Swanson Dawson C. Swanson Walton	
	B.	Adoption of Board Policy and Regulation 2365 Recording Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and adopt the new Board Policy and Regulation 2365 Record	25 ing.
		Move: Second: Roll Call Vote:	
		Trustees: Paff B. Swanson Dawson C. Swanson Walton	
	C.	Contract for Services with Surveillance Grid for Security Camera System Repairs Recommendation: (Jonathan Mejia, Technology Systems Coordinator) The Administration recommends the Board review and approve the contract for services with Surveillance Grid for immediate repairs and maintenance of the Pacific Grove Unified School District (PGUSD) securic camera system.	28
		Move: Second: Roll Call Vote:	
		Trustees: Paff B. Swanson Dawson C. Swanson Walton	

D.	Contract Services with AMS.net for Additional Indoor Access Points and New Outdoor Wi-Fi Recommendation: (Jonathan Mejia, Technology Systems Coordinator) The District Administration recommends the Board review and approve the contract for services with AMS.net for 15 additional Wireless Access Points (WAPs) for coverage for indoor instructional areas, as well as review and approve a separate but related contract to build out and configure outdoor Wi-Fi throughout the sites.
	Move: Second: Roll Call Vote:
	Trustees: Paff B. Swanson Dawson C. Swanson Walton
E.	Adoption of Resolution No. 1067 – Issuance of a Tax and Revenue Anticipation Note (TRAN)  Not To Exceed \$7,500,000  Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve Resolution No. 1067 for participation in the California School Board Association (CSBA) Cash Reserve Program for the 2021-22 Tax and Revenue Anticipation Note (TRAN) for an amount not-to-exceed \$7,500,000.  Move: Second: Roll Call Vote:
	Trustees: Paff B. Swanson Dawson C. Swanson Walton
F.	Resolution No, 1068 Supporting People of Asian Ancestry and Condemning Harassment, Violence and Hatred Toward People of Asian Decent Recommendation: (Ralph Gómez Porras, Superintendent) The following Resolution No. 1068 supporting people of Asian ancestry and condemning harassment, violence and hatred toward people of Asian descent was proposed for potential revision and adoption by the Board of Trustees.
	Move: Second: Roll Call Vote:
G.	Trustees: Paff B. Swanson Dawson C. Swanson Walton  Board Calendar/Future Meetings 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: Roll Call Vote:
	Trustees: Paff B. Swanson Dawson C. Swanson Walton
<u>IN</u>	FORMATION/DISCUSSION
A.	Review and Discuss Current Elementary and Secondary Class Sizes  Recommendation: (Song Chin-Bendib, Assistant Superintendent; Billie Mankey, Director II of Human Resources) The District Administration recommends that the Board review and discuss current elementary and secondary class sizes.
	Board Direction:

VIII.

B. Future Agenda Items

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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.

- Added February 18, 2021: Board requested final review of Governance Handbook (Spring 2021)
- Added February 18, 2021: Board requested a review of grading policies (Spring 2021)
- Added February 18, 2021: A member of the public requested a discussion to explore realignment of 6th graders to the elementary level (Spring 2021)
- Board requested a renewed discussion about District solar panels (May 20, 2021)
- Added February 4, 2021: Return of affordable housing at a later date when more information becomes available (Fall 2021)
- Added March 4, 2021: A Board member requested a study about making ethnic studies a graduation requirement
- Added March 18, 2021: Return of Foreign Language Program (Fall 2021)

Board Direction:			

#### IX. ADJOURNMENT

Next Board regular Board meeting: April 22, 2021 – VIRTUAL

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION Minutes of Regular Meeting of March 18, 2021 – VIRTUAL

# I. OPENED BUSINESS

A. Called to Order 5:30 p.m.

B. Roll Call President: Trustee Paff

Clerk: Trustee Brian Swanson

Trustees Present: Trustee Dawson

Trustee Carolyn Swanson

Trustee Walton

Administration Present: Superintendent Porras

Asst. Superintendent Chin-Bendib

Board Recorder: Mandi Ackerman Student Board Member: Gabriella Giraldo

## C. Adopted Agenda

Changes to the agenda include a Revised Action/Discussion Item B- Employee Student Learning Support Program.

MOTION Dawson/Brian Swanson to adopt agenda as amended.

**Public comment: none** 

Motion CARRIED by roll call vote 5-0

# II. <u>CLOSED SESSION</u>

#### A. Identified Closed Session Topics

- 1. Negotiations Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
- 2. Negotiations Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
- 3. Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (1 case)
  Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686
- 4. Conference with Legal Counsel Regarding Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (1 case)
- 5. Superintendent Goals and Evaluation

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 5:33 p.m.

# III. RECONVENED IN OPEN SESSION 6:33 p.m.

- A. Reported action taken in Closed Session:
  - 1. Negotiations Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)]

The Board discussed this item.

2. <u>Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)]</u>

The Board discussed this item.

Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9
 Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

No information was received.

4. Conference with Legal Counsel Regarding Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Government Code Section 54956.9: (1 case)

The Board discussed this item.

5. <u>Superintendent Goals and Evaluation</u>

The Board discussed this item.

B. <u>Pledge of Allegiance</u> Led By: <u>Pacific Grove Adult Education Principal</u>
Barbara Martinez

# IV. <u>COMMUNICATIONS</u>

#### A. Written Communication

The Board received written communication regarding enrollment; Advanced Placement courses; reopening and town halls for the middle and high school; dual language/second language programs; Diversify Our Narrative; county waivers for the middle and high school. <a href="Trustee Carolyn Swanson"><u>Trustee Carolyn Swanson</u></a>, during Board Member Comments, noted emails received regarding priority groups on campus; sales emails; Critical Issues Forum; a thank-you email regarding <a href="Director of Facilities and Transportation Matt Kelly"><u>Director of Facilities and Transportation Matt Kelly</u></a>; a poem from a student about living through the pandemic.

### B. Board Member Comments

<u>Trustee Paff</u> thanked Pacific Grove Middle School and Pacific Grove High School for their town halls, including the parents for attending and providing feedback. <u>Trustee Paff</u> watched the Pacific Grove Middle School musical being filmed on the middle school field over the weekend and said it was impressive.

<u>Trustee Brian Swanson</u> thanked everyone for the town halls, including the participants and said it was great to see such a good turnout. On a personal note, <u>Trustee Brian Swanson</u> wished his dad a happy 87<sup>th</sup> birthday.

<u>Trustee Carolyn Swanson</u> spoke about the town halls and said it was wonderful to see so many families participating; shared a story about a District bus driver, noting the staff wear many hats, the District is small but mighty, and thanked <u>District Nurse Katrina Powley</u> and staff for their work.

<u>Trustee Dawson</u> spoke about the participation in Community Human Services and the work of the organization.

#### C. Superintendent Report

<u>Superintendent Porras</u> thanked the entire staff for rising to the challenges during this difficult time.

# D. PGUSD Staff Comments (Non Agenda Items)

Robert Down Elementary School Principal Sean Keller noted upcoming events including Let's Talk book group with Counselor Sonda Frudden; Coffee with the Counselor with Counselor Sonda Frudden; Crazy Hair and Hat Day; PTA take-out new restaurant.

<u>Community High School Teacher Sheri Deeter</u> said several Community High School students participated in mock interviews with the community.

<u>Director of Facilities and Transportation Matt Kelly</u> spoke about Measure D, noted a committee had been formed regarding the Pacific Grove High School stadium/track, noting great feedback, and he hopes to have prices at an upcoming Board meeting. <u>Director Kelly</u> also spoke about the K and L wings roofing at Pacific Grove High School, getting prices on roofs. Noted he is receiving a lot of requests for facilities use and appreciates the public's patience.

<u>Teacher Celia Lara</u> shared concerns regarding the hybrid model, noted concerns were outlined in a letter to the Board earlier today.

<u>Teacher Karinne Gordon</u> expressed appreciation for <u>Pacific Grove High School Principal Lito Garcia</u> and <u>Assistant Principal Shane Steinback</u> for the recent town hall, said the information received was great, the event was well organized, and that administration did a great job answering questions from parents. <u>Gordon</u> also spoke about the Critical Issues Forum and said it was an incredible opportunity for students.

<u>Forest Grove Elementary School Principal Buck Roggeman</u> noted the upcoming Kindergarten Orientation event coming up.

<u>Director II of Human Resources Billie Mankey</u> congratulated <u>Maria Miller</u> on her upcoming retirement and said she will be missed.

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

<u>Michelle Ford</u> spoke about STEM Advanced Placement courses at Pacific Grove High School and expressed concerns that the high school is eliminating these courses, asked for timely consideration.

<u>Pacific Grove High School Student Cristopher Rosas</u> thanked the Board for their time and consideration regarding STEM Advanced Placement courses at Pacific Grove High School and echoed concerns from previous public comment.

Mr. Platt thanked several Trustees for following the science, said the Board was doing a bad job and that parents are their boss, asked the Board to accelerate reopening.

<u>Mariya</u> spoke about the Critical Issues Forum, noting it is a rigorous program; thanked the staff and administration for the Pacific Grove Middle School Town Hall; asked the Board to consider reopening schools sooner, and to put children first.

Amy Mayfield spoke about reopening plans and asked about cohorts and schedules.

Mrs. Platt acknowledged her children's teachers, saying they are doing a good job, said it is ridiculous the students are not returning sooner, asked the Board to put children first.

#### VI. **CONSENT AGENDA**

- A. Minutes of March 4, 2021 Board Meeting
- B. Certificated Assignment Order #15
- C. Classified Assignment Order #15
- D. Acceptance of Donations
- E. Warrant Schedule No. 629
- F. Quarterly Report on Williams Uniform Complaints
- G. Parent Engagement & Student Success: Nurturing Parent & Caregiver SEL Educational Workshop Series
- H. Contract for Service with Beem Video and Photography
- I. 2021-22 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP)

Trustee Carolyn Swanson noted Item G contract was signed on March 8 but not enacted.

MOTION Dawson/Brian Swanson to approve consent agenda as presented.

**Public comment: none** 

Motion CARRIED by roll call vote 5-0

#### VII. **ACTION/DISCUSSION**

# A. District Update on Response to COVID-19/Reopening Plans

Superintendent Porras spoke about adjusted case rates; state level standardized testing update; reporting to the state on the status of schools that are in-person and hybrid; legislature including what we can expect for the upcoming school year; Pacific Grove High School graduation plans.

Pacific Grove Middle School Principal Sean Roach and Pacific Grove High School Principal Lito Garcia presented schedules and recommendations to bring students back in the hybrid model.

The Board discussed and asked questions.

#### **Public comment:**

Julie McCullough asked for clarification regarding the Pacific Grove High School and Pacific Grove Middle School schedules, more or extended cohort time on campus.

Sundeep and Fatima spoke about the testing approach.

Steve Thomas asked for clarification regarding the stable cohorts, contact tracing.

Tracy Newenhas spoke about cohorts.

MOTION Paff/Brian Swanson to bring Pacific Grove Middle School and Pacific Grove High School back as follows: Pacific Grove Middle School Tuesday, April 6-6th grade only; Wednesday, April 7th- grades 6-8; Pacific Grove High School Tuesday, April 6 - All Students grades 9 through 12. Motion CARRIED by roll call vote 4-1

Trustee Dawson voted against.

B. Employee Student Learning Support Program

<u>Director II of Human Resources Billie Mankey</u> presented information to the Board.

The Board discussed this item and asked questions.

#### **Public comment:**

Mr. Platt, referencing the previous Board item, thanked <u>Trustee Paff</u> for his leadership and thanked the Board for hearing the parents.

<u>Pacific Grove Adult Education Principal Barbara Martinez</u> thanked everyone for the help, support and funding in order to best serve families and staff.

MOTION <u>Dawson/Carolyn Swanson</u> to approve the Employee Student Learning Support Program.

Motion CARRIED by roll call vote 5-0

C. <u>Authorizing The Issuance and Sale of General Obligation Bonds Election of 2020, Series A, In A Principal Amount Not to Exceed \$6,000,000 And Approving Related Documents and Actions</u>

MOTION <u>Carolyn Swanson/Brian Swanson</u> to authorizing the issuance and sale of General Obligation Bonds Election of 2020, Series A, in a principal amount not to exceed \$6,000,000 and approving related documents and actions.

**Public comment: none** 

Motion CARRIED by roll call vote 5-0

D. Resolution No. 1066 Establishing a Student Activity Special Revenue Fund (Fund 08) To Account for Associated Student Body Activities

MOTION <u>Paff/Dawson</u> to approve Resolution No. 1066 establishing a Student Activity Special Revenue Fund (Fund 08) to account for Associated Student Body activities.

**Public comment: none** 

Motion CARRIED by roll call vote 5-0

# E. Review of District HVAC | Response to COVID

<u>Director of Facilities and Transportation Matt Kelly</u> presented information to the Board.

#### **Public comment:**

<u>Heloisa Junqueira</u> asked about equitable arrangements at all school sites, effects of plexiglass and air flow.

<u>Teacher Sally Richmond</u> thanked <u>Director Kelly</u>, noted classrooms with the door and windows on opposite sides have good air flow; asked about classrooms that have the window and door on the same side of the room; asked if all windows open in all classrooms.

<u>Sarah Schramm</u> spoke about allergies and asthma, including research on how pollens are moved with air flow.

Student James Lippert asked a question about P.E.

No action taken.

#### F. Live Streaming of Pacific Grove Unified School District Board Meetings

<u>Technology Systems Coordinator Jonathan Mejia</u> presented information to the Board.

The Board discussed and asked questions.

#### **Public comment:**

Jennifer spoke about COVID testing.

MOTION <u>Paff/Dawson</u> to approve live streaming of Pacific Grove Unified School District Board meetings, not to exceed \$25,000. Motion CARRIED by roll call vote 5-0

#### G. Board Calendar/Future Meetings

The Board directed Administration to add a Special Board meeting on Saturday, March 27, 2021 at 10:00 a.m. to include the Governance Handbook and Superintendent Goals.

MOTION <u>Dawson/Brian Swanson</u> to approve the Board meeting calendar, as amended.

**Public comment: none** 

Motion CARRIED by roll call vote 5-0

# VIII. <u>INFORMATION/DISCUSSION</u>

# A. Elementary Language Program

Director of Curriculum and Special Projects Ani Silva spoke about this item.

The Board discussed this item.

MOTION Carolyn Swanson/Brian Swanson to extend the meeting until 11:00 p.m.

**Public comment: none** 

Motion CARRIED by roll call vote 5-0

#### **Public comment:**

<u>Elliott Hazen</u> said he was happy to see this item on the agenda; spoke about research on learning a foreign language, advantage to starting a foreign language young, asked the Board to consider teaching foreign language at the elementary and middle school levels.

<u>Heloisa Junqueira</u> echoed previous comments, asked the Board to consider creating a committee of parents, encouraged a parent survey.

Robin Pelc echoed previous comments, said it is very important at the elementary and middle schools.

Robin's husband also spoke in support of a dual language program.

<u>Zoe Shoats</u> advocated for foreign language program, supports a committee and parent survey.

<u>Sarah Schramm</u> said years ago the Pacific Grove Middle School students were offered French at Pacific Grove High School, said it was a great opportunity, said foreign language is important.

<u>Robert Down Elementary School Principal Sean Keller</u> supports and encourages French as a foreign language.

Nicole Oertel encouraged a long-term commitment to a foreign language program.

Chaps Poduri, Pacific Grove City Council member and parent, supports this program.

Luciana Morgan supports this program at the elementary and middle school.

<u>Teacher Cristina Luciano</u> supports this program.

# The Board directed Administration to bring this item back in the Fall at a Special Board meeting.

#### B. 2020-21 and 2021-22 Budget Discussion

Assistant Superintendent Song Chin-Bendib presented information to the Board.

# C. Review and Discuss Current Elementary and Secondary Class Sizes

Due to limited time, this item was pulled and moved to the next Board meeting on Thursday, April 1, 2021.

### D. Future Agenda Items

- Added February 18, 2021: Board requested final review of Governance Handbook (Spring 2021)
- Added February 18, 2021: Board requested a review of grading policies (Spring 2021)
- Added February 18, 2021: A member of the public requested a discussion to explore realignment of 6th graders to the elementary level (Spring 2021)
- Board requested a renewed discussion about District solar panels (May 20, 2021)
- Added February 4, 2021: Return of affordable housing at a later date when more information becomes available (Fall 2021)
- Added March 4, 2021: A Board member requested a study about making ethnic studies a graduation requirement

The Board requested Second Language Program (Fall 2021)

IX.	<u>ADJOURNED</u>	10:50 p.m.
		Approved and submitted:
		Dr. Ralph Gómez Porras Secretary to the Board
		Secretary to the Board

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION Minutes of Special Meeting of March 25, 2021 – VIRTUAL

# I. OPENED BUSINESS

A. <u>Called to Order</u> 6:04 p.m.

B. Roll Call President: Trustee Paff

Clerk: Trustee Brian Swanson

Trustees Present: Trustee Dawson

Trustee Carolyn Swanson

Trustee Walton

Administration Present: Superintendent Porras

Asst. Superintendent Chin-Bendib

Student Representative: Anthony Biondi
Board Recorder: Mandi Ackerman

C. Adopted Agenda

MOTION <u>Dawson/Brian Swanson</u> to adopt agenda as presented.

**Public comment: none** 

Motion CARRIED by roll call vote 5-0

D. Pledge of Allegiance Led By: Trustee Carolyn Swanson

#### II. ACTION/DISCUSSION

The Board proposed three options for the COVID-19 elementary schools' reopening plans, including date revisions, based on new California Department for Public Health guidelines. Three options were presented:

- 1. Phased in extended day program before Spring Break
- 2. Phase in extended day program after Spring Break
- 3. Stay with currently adopted AM/PM hybrid model

The Board asked questions and discussed this item.

The following audience members spoke during public comment:

Kelly NguyenJessica DarntonMaria GoebertNickMichael FreemanChristina LucianoZoe ShoatsErika ArazoErica ChavezGolnazJaime GuthrieGrace BrownJennifer LewisSocorro PapadakisSally Jones

Mary QuindimilNicole OertelJacqueline PerkinsKilene BrosseauTim PhillipsKatherine UppmanFrankMaryn SanchezFadem FamilyElliott HazenHilaryKatie Kreeger

Julie Roth Karin

Tracy Newenhas Shannon McCarty

MOTION <u>Dawson/Brian Swanson</u> to approve recommendation option #1 Phased in extended day program before Spring Break.

Motion CARRIED by roll call vote 4-1

Trustee Walton voted against.

# III. CLOSED SESSION

A. <u>Identify Closed Session Topics</u>

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

- 1. Superintendent Goals and Evaluation
- B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session

8:36 p.m.

# IV. RECONVENE IN OPEN SESSION

- A. Reported action taken in Closed Session:
  - 1. Superintendent Goals and Evaluation

The Board discussed this item.

V. <u>ADJOURNED</u>

9:32 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras

Secretary to the Board

<ul> <li>         ⊠ Student Learning and Achievement     </li> <li>         ⊠ Health and Safety of Students and Schools     </li> <li>         □ Credibility and Communication     </li> <li>         □ Fiscal Solvency, Accountability and Integrity     </li> </ul>	<ul><li>☑Consent</li><li>☐Action/Discussion</li><li>☐Information/Discussion</li><li>☐Public Hearing</li></ul>	
SUBJECT: Certificated Assignment Order #16  DATE: April 1, 2021		
PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources		

# Page 1 of 3

#### **RECOMMENDATION:**

The administration recommends adoption of Certificated Assignment Order #16.

#### **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. 16 April 1, 2021

Page 2 of 3

### **TEMPORARY NEW HIRE:**

Kerrie McKim, PGAS, Community Education, Part time French Instructor, 1.5 hrs./day/1 day per week, Column A, Step 1, paid per time sheet and follows the PGAE 12 month work calendar, effective April 1, 2021 and based on sufficient enrollment

Mary Jo Howe, PGAS, Community Education, Part time Calligraphy Instructor, 1.5 hrs./day/1 day per week, Column A, Step 1, paid per time sheet and follows the PGAE 12 month work calendar, effective April 1, 2021 and based on sufficient enrollment

James Ehret, PGHS, Counselor, temporary assignment, full time, 1.0 FTE, Column IV, Step 1 + MA, effective March 29, 2021 through May 28, 2021 only and may include 5 days after the school year paid according to the PGTA Bargaining agreement and subject to need. (replaces Michelle Cadigan, during LOA for maternity/parenting leave)

# 2020-21 COACHING ASSIGNMENTS

Employee	PGMS Coaching Assignment	% Stipend	Funding	Amount
Renan Gonzalez	Soccer Coach	1.0	General Fund	\$1,156
	PGHS Coaching Assignment			
Amy Johnston	Track Coach	1.0	General Fund	\$2,684

## **RETIREMENT:**

Lynn Prior Moore, FGE, Elementary Teacher, (1<sup>st</sup> Grade), 1.0 FTE, retires effective May 31 2021 after 25 successful years of employment with the Pacific Grove Unified School District

Mary Lee Newman, FGE, Elementary Teacher (3<sup>rd</sup> grade), 1.0 FTE, retires effective July 1, 2021 after 8 years full classroom teaching and overall, 15 years of successful employment with the Pacific Grove Unified School District

Janie Lawrence, PGMS Counselor, 1.0 FTE, retires effective December 31, 2021 after 21.5 years of successful employment with the Pacific Grove Unified School District

## STRS REDUCED WORKLOAD:

Kelly Terry, PGMS Science Teacher, qualifies for and requests a STRS Reduced Workload at 50% FTE for the 2021-2022 school year.

# **LEAVE OF ABSENCE:**

Alix Foster, PGMS Science Teacher, requests a personal long term, unpaid leave of absence for one year during the 2021-2022 school year.

#### **SUBSTITUTE:**

Theresa Piech, FGE, Roving Sub for teacher absences, In Person Daily Intervention Support for and on-site Small Group Cohort Students, the Student Learning Support Program and other duties as assigned paid per time sheet at the daily emergency sub permit rate (\$137/day), 4 days per week, effective March 29, 2021 and ending on or before May 28, 2021. Position is subject to enrollment and programmatic needs.

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 16 April 1, 2021

# **SUBSTITUTE** continued:

Kelly San Filippo, FGE, Roving Sub for teacher absences, In Person Daily Intervention Support and on-site Small Group Cohort Students, the Student Learning Support Program and other duties as assigned paid per time sheet paid per time sheet at the Long Term Fully Credentialed Substitute Rate of \$150 per day, 4 days per week, effective March 29, 2021 and ending on or before May 28, 2021. Position is subject to enrollment and programmatic needs.

Jill Kleiss, RDE, Roving Sub for teacher absences, In Person Daily Intervention Support and onsite Small Group Cohort Students, the Student Learning Support Program and other duties as assigned paid per time sheet at the daily emergency sub permit rate (\$137/day), 4 days per week, effective March 29, 2021 and ending on or before May 28, 2021. Position is subject to enrollment and programmatic needs.

Sofia Snyder RDE, Roving Sub for teacher absences, In Person Daily Intervention Support and on-site Small Group Cohort Students, the Student Learning Support Program and other duties as assigned paid per time sheet at the daily emergency sub permit rate (\$137/day), 4 days per week, effective March 29, 2021 and ending on or before May 28, 2021. Position is subject to enrollment and programmatic needs.

Jeffrey Lehner Linda Williams Stephabnie Driscoll

		Page 1 of 2
PERSON(S) RESPONSIBLE: Billie Mankey, D	virector II, Human Resources	
<b>DATE:</b> April 1, 2021		
SUBJECT: Classified Assignment Order #16		
☐ Fiscal Solvency, Accountability and Integrity	□Public Hearing	
☐ Credibility and Communication	□Information/Discussion	
⊠Health and Safety of Students and Schools	□Action/Discussion	
☐ Student Learning and Achievement	⊠Consent	

The administration recommends adoption of Classified Assignment Order #16

#### **BACKGROUND:**

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

## **INFORMATION:**

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

#### **FISCAL IMPACT:**

Funding has been approved and allocated for these items.

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 16 April 1, 2021

Page 2 of 2

# **NEW HIRE, SHORT TERM/TEMPORARY:**

Porto Iyanzame, RDE, Short-term/Temporary, Instructional Assistant for In Person Daily Intervention Support to DL teachers and on-site Small Group Cohort Students and other flexible duties as required, Range 30, Step A, paid per time sheet, from 2hrs. to 6 hrs., 3 days per week, effective March 29, 2021 and ending on or before May 28, 2021. Position is subject to enrollment and programmatic needs.

Paola Coelho, RDE, Short-term/Temporary, Instructional Assistant for In Person Daily Intervention Support to DL teachers and on-site Small Group Cohort Students and other flexible duties as required, Range 30, Step A, paid per time sheet, from 2hrs. to 6 hrs., 2 days per week, effective March 31, 2021 and ending on or before May 28, 2021. Position is subject to enrollment and programmatic needs.

Carey O'Sullivan Fedele, RDE, Short-term/Temporary, Instructional Assistant for In Person Daily Intervention Support to DL teachers and on-site Small Group Cohort Students and other flexible duties as required, Range 30, Step A, paid per time sheet, from 2hrs. to 6 hrs., 5 days per week, effective March 29, 2021 and ending on or before May 28, 2021. Position is subject to enrollment and programmatic needs.

### ADDITIONAL ASSIGNMENT, SHORT-TERM:

Christine Gruber, FGE, Noon Duty, 1 hour per day, short-term, paid per time sheet, effective March 29, 2021 and ends May 28, 2021

Jennifer Fuqua, RDE, increase Recreation Attendant position by 2 hours per day, short-term, paid per time sheet, effective March 29, 2021 and ends May 28, 2021 to support the employee Student Learning Support Program

#### **SUBSTITUTE:**

Vanessa Stone

☐ Health and S☐ Credibility as	ning and Achievement afety of Students and Schools and Communication acy, Accountability and Integrity	<ul><li>☑ Consent</li><li>☑ Action/Discussion</li><li>☑ Information/Discussion</li><li>☑ Public Hearing</li></ul>
SUBJECT:	Acceptance of Donations	
DATE: PERSON(S) R	April 1, 2021 <b>ESPONSIBLE:</b> Song Chin-Bendib, Assistant	Superintendent for Business Services

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

# **INFORMATION:**

During the past month the following donations were received:

# **Forest Grove Elementary School**

None

# Robert H. Down Elementary School

None

# **Pacific Grove Middle School**

None

# **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

☐ Student Learning and Achievement	□Consent
⊠Health and Safety of Students and Schools	⊠Action/Discussion
☐ Credibility and Communication	☐Information/Discussion
☐Fiscal Solvency, Accountability and Integrity	□Public Hearing
SUBJECT: District Update on Response to COVID-19	
<b>DATE:</b> April 1, 2021	
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superi	intendent

The District Administration recommends the Board receive information regarding District response to COVID-19, and provide direction to Administration.

# **INFORMATION:**

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

☐ Student Learning and Achievement ☐ Health and Safety of Students and Schools ☐ Condition on the Communication	☐Consent ☐Action/Discussion ☐Information/Discussion
<ul><li>☑ Credibility and Communication</li><li>☐ Fiscal Solvency, Accountability and Integrity</li></ul>	☐ Information/Discussion☐ Public Hearing
SUBJECT: Adoption of Board Policy and Regulation 2365 F	Recording
<b>DATE:</b> April 1, 2021	
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superin	ntendent

The District Administration recommends that the Board review and adopt the new Board Policy and Regulation 2365 Recording.

#### **INFORMATION:**

The Board requested a Board Policy and Regulation regarding recording and archival of audio/visual Board meeting recordings.

The following policy establishes Board meeting recordings will be kept for ninety (90) days following a Board meeting, and may be erased or destroyed ninety (90) days after the recording. A copy of the recording of a Board of Trustees meeting shall be available through a California Public Records Act request during the 90 days after recording. Such request is subject to the requirements of the California Public Records Act.

# **Pacific Grove Unified School District**

ADMINISTRATION Policy 2365

# RECORDING

Any audio or video recording of an open and public Board meeting made by or at the direction of the Board shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250 et seq. Any audio or video recording of an open and public Board meeting shall be maintained for at least thirty calendar days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

# **Pacific Grove Unified School District**

ADMINISTRATION Regulation 2365

#### RECORDING

Any recording of a Board of Trustees meeting made for whatever purpose by or at the direction of the board shall be subject to inspection pursuant to the California Public Records Act (Chapter 3.5 [commencing with section 6250] of Division 7 of Title 1), but, notwithstanding section 34090, may be erased or destroyed ninety (90) days after the recording. A copy of the recording of a Board of Trustees meeting shall be available through a California Public Records Act request during the 90 days after recording. Such request is subject to the requirements of the California Public Records Act.

Any inspection of the recording of a Board of Trustees meeting shall be provided without charge on equipment provided by the District.

After the 90 days, the recording will be erased and the Board Minutes will be the official record.

Regular Meeting of April 1, 2021

See Board Policy 2365

**Reference:** Government Code Section 54953.5

⊠Student Learning and Achievement	□Consent
☐ Health and Safety of Students and Schools	⊠ Action/Discussion
☐ Credibility and Communication	☐ Information/Discussion
☐Fiscal Solvency, Accountability and Integrity	☐ Public Hearing
SIDIECT: Contract for Sarvigas with Surveillance	Crid for Security Comerc System Denairs
<b>SUBJECT:</b> Contract for Services with Surveillance	Ond for Security Camera System Repairs
<b>DATE:</b> April 1, 2021	
PERSON(S) RESPONSIBLE: Jonathan Mejia, Tec	hnology Systems Coordinator
TELESOT ((b) TELEST OT (BIEDELET CONGUNANT FILE)III, TEE	amology Systems Coordinator

The Administration recommends the Board review and approve the contract for services with Surveillance Grid for immediate repairs and maintenance of the Pacific Grove Unified School District (PGUSD) security camera system.

#### **BACKGROUND:**

The Administration takes the safety and security of students, and staff members very seriously. In reviewing the security camera system certain issues need to be addressed. General cleaning of the cameras is recommended at least once a year. Several cameras are currently down due to firmware, configuration and/or bad cabling that should be repaired. Robert Down Elementary School is the most impacted site by security camera issues. As the District moves towards reopening, it is recommended that all cameras be updated to the newest version of firmware and software, as well as have support and coverage for any potential future issues.

#### **INFORMATION:**

Surviellance Grid is the original company that installed the security camera system and has a deep understanding of the systems configuration. They offer a support plan called Grid Assure which is a maintenance, respond, and monitor service for one year. Since the camera system was put in place there has not been any maintenance given to the cameras themselves. The District has worked on configurations, and repaired server parts, but the cameras themselves are as-is since the time of installation. The current camera security system does not support mass roll outs of firmware updates, and other security updates that can be pushed out remotely. Instead it requires that each camera is updated one by one. Security camera servers are also starting to show their age and have already had to undergo repairs. Grid Assure allows for PGUSD to move into reopening sites with the assurance that as our camera system continues to progress through the expected longevity of this type of technology, the District will have the support in place to have it repaired and maintained in a timely manner.

#### FISCAL IMPACT:

Most expenses related to the security camera system have been paid out of Measure A Technology Bond. The total amount for the one-year Grid Assure contract is \$10,237.50. This amount has already been budgeted in Measure A and is set to come to the Board with the rest of the Measure A June/July 2021 items as scheduled. The Administration is recommending to use these funds now as part of the preparation of reopening schools. If approved, Surviellance Grid is able to start work immediately.



16490 Vineyard Blvd. Suite B Morgan Hill, CA. 95038 408-504-3222 CA Licensed C-10 984043 DVBE 1754989 CA DIR 1000008729

Name / Address

Business Office Pacific Grove Unified School District 435 Hillcrest Ave. CA. Pacific Grove, CA 93950-4398

# **Estimate**

Date	Estimate #
9/17/2020	1333

Terms	Project			
Due on receipt	annual full support plan			plan
Description		Qty	Rate	Total

Item	Description	Qty	Rate	Total
GRID ASSURE - MAINTAIN	GRID ASSURE MAINTAIN includes two exterior camera cleaning per year, B Stock warranty management and replacement availability, business	90	50.00	4,500.00
GRID ASSURE - RESPOND	hour phone, email and text support, license upto date service VMS RESPOND is a Service Level plan that includes next day response to identified problems.	153	37.50	5,737.50
GRID ASSURE - MONITOR	Manual Diagnostic Monitoring and Management of Security Network. Detection, Alerting, Corrective Actions, reporting.	0	25.00	0.00

 Subtotal
 \$10,237.50

 Sales Tax (8.75%)
 \$0.00

 Total
 \$10,237.50

□ Consent
⊠ Action/Discussion
☐Information/Discussion
☐ Public Hearing
onal Indoor Access Points and New Outdoor
ology Systems Coordinator

The District Administration recommends the Board review and approve the contract for services with AMS.net for 15 additional Wireless Access Points (WAPs) for coverage for indoor instructional areas, as well as review and approve a separate but related contract to build out and configure outdoor Wi-Fi throughout the sites.

#### **BACKGROUND:**

PGUSD has had very little outdoor Wi-Fi capabilities. The Administration did not include this as part of the recent network upgrade because at the time the of design and implementation this proved to be cost prohibitive. As we move closer and closer to having more and more students on campus we have with the help of site administrators identified places outside of traditional classrooms than could benefit from having network connectivity for instructional purposes outdoors. This would allow for students and teachers to connect to the network from such places.

#### **INFORMATION:**

AMS.net is a local company that has over 25 years' experience with school network designs. They are the same company that handled our network upgrade and has a deep understanding of our network environment. The is broken up into two different projects. The first being additional WAPs. The second is design, hardware, licensing, and installation of all that is needed to have key areas at each site set up for stable outdoor connectivity. This will support student and teachers who due to the COVID 19 Pandemic may wish to on occasion give some lessons from outside the traditional classroom.

#### **FISCAL IMPACT:**

The total cost of the project is \$59,770.82. This is broken up over two quotes:

- \$46,658.73 for the district wide sites outdoor Wi-Fi Project
- \$13,112.10 for 15 additional WAPs to our indoor network environment

These are both permanent additions to the PGUSD network environment. This can be paid by ESSER II funding.



AMS.NET, Inc.

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

# Customer Price Quote

Quote #	#Q-00052114
Project #	94094
Modified	3/23/2021
Account Mgr.	Thomas Vasconi
AM Phone	(925) 245-6128
AM Email	tvasconi@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	6/3/2021

#### Customer

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

ATTN: Jonathan Mejia

# **Ship To**

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

# **Quote Description**

DO - 15 Meraki APs

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
APs					
1	MR45-HW 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	15.00	\$625.25	\$9,378.75
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	15.00	\$194.18	\$2,912.70

AM	S FREIGHT				
3	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00

# **Order Summary**

Total	\$13,112.10
Estimated Taxes	\$820.65
Adjustment	\$0.00
Subtotal	\$12,291.45

#### ACTION/DISCUSSION D



#### AMS.NET. Inc.

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

## **Terms and Conditions**

- 1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
- 2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
- 3. Items sold by AMS.NET. Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and itemlevel discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
- 4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
- 5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
- 6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
- 7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to <a href="mailto:service@ams.net">service@ams.net</a> A copy of AMS.NET's full RMA policy is available for review online at <a href="mailto:www.ams.net/services/procurement-and-financing/">www.ams.net/services/procurement-and-financing/</a>

- 8. The laws of the State of California will apply to this sale.
- 9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
- 10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

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

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

#### ACTION/DISCUSSION D



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

AMS.NET Tax ID: 94-3291626

C7 License: 763508

502 Commerce Way, Livermore, CA 94551 925-245-6100 • 925-245-6150 Fax

www.ams.net

AMS.NET, Inc.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at <a href="https://www.ams.net/services/procurement-and-financing/">www.ams.net/services/procurement-and-financing/</a>

Authorized Signature:		Date:
Print Name:	Print Title:	



# **Technology Solution Proposal**









































#### AMS.NET, Inc.

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

# **Executive Summary**

#### Introduction

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

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

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

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



#### AMS.NET, Inc.

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

# Project Cost Summary - Pacific Grove Unified School District

# **Project Information**

Pacific Grove Unified School District - PGHS & Forrest Grove - Additional Meraki AP's - 93228 Project # 93228 March 24, 2021

# **Account Manager**

Thomas Vasconi tvasconi@ams.net (925) 245-6128

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00048919	PGHS & Forrest Grove - Additional Meraki AP's	\$28,199.23	\$1,670.30	\$29,869.53
Q-00049347	Forest Grove Outdoor WIFI	\$3,652.35	\$68.48	\$3,720.83
Q-00049446	Pacific Grove HS Outdoor WIFI	\$3,103.07	\$44.06	\$3,147.13
Q-00049451	Pacific Grove MS Outdoor WIFI	\$4,034.20	\$78.26	\$4,112.46
Q-00049454	Robert Down ES Outdoor WIFI	\$4,133.17	\$86.94	\$4,220.11
Q-00049459	Pacific Grove Adult School Outdoor WIFI	\$1,561.42	\$27.25	\$1,588.67

# **Project Summary**

Grand Total	\$46,658.73
Estimated Total Taxes	\$1,975.29
Project Total	\$44,683.44

Vendor: AMS.NET

Address: 502 Commerce Way, Livermore, CA 94551

Phone: 925-245-6100 SPIN: 143005880



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

# **Customer Quotations**

# Customer

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

Project Name	Pacific Grove Unified School District - PGHS & Forrest Grove - Additional Meraki AP's - 93228
Project #	93228
Account Mgr.	Thomas Vasconi
AM Phone	(925) 245-6128
AM Email	tvasconi@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quo	ote # Q-00048919, PGHS & Forrest Grove	e - Additional Me	raki AP's		
1	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	24.00	\$194.18	\$4,660.32
2	MR45-HW 4x4:4 + dedicated radio for WIPS and AutoRF. + Bluetooth Radio. Up to 2.5GBPS over WLAN. WiFi6 802.11AX	Meraki, Inc.	5.00	\$625.25	\$3,126.25
3	MR76-HW Meraki MR76 Wi-Fi 6 Outdoor AP	Meraki, Inc.	19.00	\$668.40	\$12,699.60
4	MA-ANT-20 Meraki Dual-band Omni Antennas	Cisco Systems Inc.	38.00	\$85.87	\$3,263.06
5	AMS-NI-WIRELESS-LAP-MERAKI Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	24.00	\$175.00	\$4,200.00
6	AMS-NI-AP-MOUNT Networking Labor: Access Point Mounting	AMS.NET	5.00	\$50.00	\$250.00
7	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$28,199.23
				Estimated Tax:	\$1,670.30
				Quote Total:	\$29,869.53

Line	Item	Manufacturer	Qtv	Unit Price	Extended Price
	Description		~-,	0	





1	AWC-C6OSP-5F 5ft. Cat.6 Outdoor Patch Cord	Arrow Wire & Cable	4.00	\$12.50	\$50.00
2	<b>10136339 - 100</b> Berk-tek LANmark-6 UTP Riser - 100ft	Berk-Tek	5.00	\$23.61	\$118.05
3	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	4.00	\$13.89	\$55.56
4	AMS-CP-CONSUMABLES Cabling Consumables: Tape,String, Labels, Lube	Cabling	4.00	\$6.94	\$27.76
5	AMS-CP-HARDWARE Arlington LPCG757 Cord Connector, Low Profile, 3/4", Non-Metallic	Cabling	4.00	\$3.58	\$14.32
6	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	20.00	\$2.50	\$50.00
7	PROS-6LGNU-003F CAT6 Snagless Slimline Clear Boot Ultra Flexible 3' Green	Total Cable Solutions	4.00	\$5.10	\$20.40
8	<b>066498</b> 3/4" EMT 2 Hole Strap	Generic-Conduit	20.00	\$0.18	\$3.60
9	<b>016398</b> 3/4" Rigid 12" Nipple	Generic-Conduit	2.00	\$8.54	\$17.08
10	49255-H24 Leviton 24 Port CAT 5 Snap In Patch Panel	Leviton Manufacturing Company, Inc.	4.00	\$40.28	\$161.12
11	61UJK-RV6 Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, green	Leviton Manufacturing Company, Inc.	8.00	\$9.35	\$74.80
12	41089-2IP Leviton 2-Port QuickPort Surface Mount Housing	Leviton Manufacturing Company, Inc.	4.00	\$2.39	\$9.56
13	<b>65970</b> 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	12.00	\$9.72	\$116.64
14	<b>641064</b> 3/4" EMT Connector	Platt Electric	6.00	\$1.65	\$9.90
15	<b>641068</b> 3/4" EMT Coupler	Platt Electric	11.00	\$1.72	\$18.92
16	158452 3/4" Universal Strut Strap	Platt Electric	7.00	\$1.32	\$9.24
17	65986 3/4" Plastic Insulating Bushing, Threaded	Platt Electric	4.00	\$0.56	\$2.24
18	<b>297855</b> 3/4" Single Gang RACO box	Platt Electric	4.00	\$4.58	\$18.32



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Quote Total:

\$3,720.83

19	295589 Single Gang RACO Cover	Platt Electric	4.00	\$0.89	\$3.56
20	<b>65981</b> 3/4" Lock Ring	Platt Electric	4.00	\$0.32	\$1.28
21	AMS-CI-CT-PW Install Four Cat.6 cables for Outdoor AP's and mount. Install cables and terminate, test and label at existing IDF's. The B/D Wing will get new conduit under breezeway to beam. The K2 and E6 AP's will be mounted to building.	AMS.NET	20.00	\$135.00	\$2,700.00
22	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	1.00	\$170.00	\$170.00
23	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
			ı	Subtotal:	\$3,652.35
				Estimated Tax:	\$ 68.48

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quo	ote # Q-00049446, Pacific Grove HS Outd	loor WIFI			
1	AWC-C6OSP-5F 5ft. Cat.6 Outdoor Patch Cord	Arrow Wire & Cable	4.00	\$12.50	\$50.00
2	<b>10136339 - 100</b> Berk-tek LANmark-6 UTP Riser - 100ft	Berk-Tek	5.00	\$23.61	\$118.05
3	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	4.00	\$13.89	\$55.56
4	AMS-CP-CONSUMABLES Cabling Consumables: Tape,String, Labels, Lube	Cabling	4.00	\$6.94	\$27.76
5	PROS-6LGNU-003F CAT6 Snagless Slimline Clear Boot Ultra Flexible 3' Green	Total Cable Solutions	4.00	\$5.25	\$21.00
6	AMS-CP-HARDWARE Arlington LPCG757 Cord Connector, Low Profile, 3/4", Non-Metallic	Cabling	4.00	\$3.58	\$14.32
7	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	5.00	\$2.50	\$12.50
8	<b>066498</b> 3/4" EMT 2 Hole Strap	Generic-Conduit	10.00	\$0.18	\$1.80
9	<b>016398</b> 3/4" Rigid 12" Nipple	Generic-Conduit	4.00	\$8.54	\$34.16
10	61UJK-RV6 Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, green	Leviton Manufacturing Company, Inc.	8.00	\$9.35	\$74.80



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Estimated Tax:

Quote Total:

11	41089-2IP Leviton 2-Port QuickPort Surface Mount Housing	Leviton Manufacturing Company, Inc.	4.00	\$2.39	\$9.56
12	<b>65970</b> 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	4.00	\$9.72	\$38.88
13	<b>641064</b> 3/4" EMT Connector	Platt Electric	8.00	\$1.65	\$13.20
14	<b>641068</b> 3/4" EMT Coupler	Platt Electric	2.00	\$1.72	\$3.44
15	158452 3/4" Universal Strut Strap	Platt Electric	2.00	\$1.32	\$2.64
16	65986 3/4" Plastic Insulating Bushing, Threaded	Platt Electric	4.00	\$0.56	\$2.24
17	297855 3/4" Single Gang RACO box	Platt Electric	4.00	\$4.58	\$18.32
18	295589 Single Gang RACO Cover	Platt Electric	4.00	\$0.89	\$3.56
19	<b>65981</b> 3/4" Lock Ring	Platt Electric	4.00	\$0.32	\$1.28
20	AMS-CI-CT-PW Install Four Cat.6 cables for Outdoor AP's and mount. Install cables and terminate, test and label at existing IDF's. AP's off Bldg. N IDF, Bldg.I Rm.I1, Bldg. south of Student Union and Outside Kitchen run thru existing fiber conduit.	AMS.NET	18.00	\$135.00	\$2,430.00
21	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	1.00	\$170.00	\$170.00
22	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price		
Quo	Quote # Q-00049451, Pacific Grove MS Outdoor WIFI						
1	5574 Wiremold 5500 - Transition Fitting	Wiremold	2.00	\$20.24	\$40.48		
2	PN10F11V Wiremold PN10 Flat 90 Ivory	Wiremold	6.00	\$1.83	\$10.98		
3	PN10F17FV Wiremold PN10 Internal Elbow Ivory	Wiremold	6.00	\$1.72	\$10.32		

\$ 44.06

\$3,147.13

#### ACTION/DISCUSSION D



#### AMS.NET, Inc.

4	PN10F18V NM OUTSIDE ELBOW PN10 IVORY	Wiremold	2.00	\$1.72	\$3.44
5	PN10F21V Entrance End Fitting	Wiremold	4.00	\$4.38	\$17.52
6	PN10L08V Wiremold PN10 Surface Raceway Ivory 8'	Wiremold	7.00	\$23.50	\$164.50
7	AWC-C6OSP-5F 5ft. Cat.6 Outdoor Patch Cord	Arrow Wire & Cable	4.00	\$12.50	\$50.00
8	PROS-6LGNU-003F CAT6 Snagless Slimline Clear Boot Ultra Flexible 3' Green	Total Cable Solutions	4.00	\$5.10	\$20.40
9	PSB1V Wiremold Junction Box Ivory	Wiremold	4.00	\$6.48	\$25.92
10	<b>10136339 - 100</b> Berk-tek LANmark-6 UTP Riser - 100ft	Berk-Tek	7.00	\$23.61	\$165.27
11	88014 1G WHT BLANK PLATE	Leviton Manufacturing Company, Inc.	4.00	\$1.00	\$4.00
12	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	4.00	\$13.89	\$55.56
13	AMS-CP-CONSUMABLES Cabling Consumables: Tape, String, Labels, Lube	Cabling	4.00	\$6.94	\$27.76
14	AMS-CP-HARDWARE Arlington LPCG757 Cord Connector, Low Profile, 3/4", Non-Metallic	Cabling	4.00	\$3.58	\$14.32
15	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	6.00	\$2.50	\$15.00
16	<b>066498</b> 3/4" EMT 2 Hole Strap	Generic-Conduit	14.00	\$0.18	\$2.52
17	<b>016398</b> 3/4" Rigid 12" Nipple	Generic-Conduit	4.00	\$8.54	\$34.16
18	49255-H24 Leviton 24 Port CAT 5 Snap In Patch Panel	Leviton Manufacturing Company, Inc.	1.00	\$40.28	\$40.28
19	61UJK-RV6 Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, green	Leviton Manufacturing Company, Inc.	8.00	\$9.35	\$74.80
20	41089-2IP Leviton 2-Port QuickPort Surface Mount Housing	Leviton Manufacturing Company, Inc.	1.00	\$2.39	\$2.39
21	<b>65970</b> 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	7.00	\$9.72	\$68.04
22	<b>641064</b> 3/4" EMT Connector	Platt Electric	6.00	\$1.65	\$9.90



23	<b>641068</b> 3/4" EMT Coupler	Platt Electric	5.00	\$1.72	\$8.60
24	158452 3/4" Universal Strut Strap	Platt Electric	2.00	\$1.32	\$2.64
25	<b>65986</b> 3/4" Plastic Insulating Bushing, Threaded	Platt Electric	4.00	\$0.56	\$2.24
26	<b>297855</b> 3/4" Single Gang RACO box	Platt Electric	4.00	\$4.58	\$18.32
27	295589 Single Gang RACO Cover	Platt Electric	4.00	\$0.89	\$3.56
28	<b>65981</b> 3/4" Lock Ring	Platt Electric	4.00	\$0.32	\$1.28
29	AMS-CI-CT-PW Install Four Cat.6 cables for Outdoor AP's and mount. Install cables and terminate, test and label at existing IDF's. In Gym run new 3/4" conduit back to IDF leave 10ft loop for future Cabinet removal. In Rm.21 and Rm.14 run Cat.6 thru existing raceway in hallway extend raceway to outside wall for new Cat.6 AP cable.	AMS.NET	22.00	\$135.00	\$2,970.00
30	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	1.00	\$170.00	\$170.00
31	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
	1	I	I	Subtotal:	\$4,034.20

Subtotal:	\$4,034.20
Estimated Tax:	\$ 78.26
Quote Total:	\$4,112.46

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price			
Quo	Quote # Q-00049454, Robert Down ES Outdoor WIFI							
1	5574 Wiremold 5500 - Transition Fitting	Wiremold	2.00	\$20.24	\$40.48			
2	PN10F11V Wiremold PN10 Flat 90 Ivory	Wiremold	4.00	\$1.83	\$7.32			
3	PN10F17FV Wiremold PN10 Internal Elbow Ivory	Wiremold	4.00	\$1.72	\$6.88			
4	PROS-6LGNU-003F CAT6 Snagless Slimline Clear Boot Ultra Flexible 3' Green	Total Cable Solutions	5.00	\$5.10	\$25.50			
5	PN10F18V NM OUTSIDE ELBOW PN10 IVORY	Wiremold	2.00	\$1.72	\$3.44			

#### ACTION/DISCUSSION D





6	PN10F21V Entrance End Fitting	Wiremold	4.00	\$4.38	\$17.52
7	PN10L08V Wiremold PN10 Surface Raceway Ivory 8'	Wiremold	4.00	\$23.50	\$94.00
8	AWC-C6OSP-5F 5ft. Cat.6 Outdoor Patch Cord	Arrow Wire & Cable	4.00	\$12.50	\$50.00
9	PSB1V Wiremold Junction Box Ivory	Wiremold	4.00	\$6.48	\$25.92
10	10136339 Berk-tek Cat 6 PVC Blue	Berk-Tek	1.00	\$287.43	\$287.43
11	88014 1G WHT BLANK PLATE	Leviton Manufacturing Company, Inc.	4.00	\$1.00	\$4.00
12	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	5.00	\$13.89	\$69.45
13	AMS-CP-CONSUMABLES Cabling Consumables: Tape, String, Labels, Lube	Cabling	5.00	\$6.94	\$34.70
14	AMS-CP-HARDWARE Arlington LPCG757 Cord Connector, Low Profile, 3/4", Non-Metallic	Cabling	4.00	\$3.58	\$14.32
15	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	25.00	\$2.50	\$62.50
16	<b>066498</b> 3/4" EMT 2 Hole Strap	Generic-Conduit	4.00	\$0.18	\$0.72
17	<b>016398</b> 3/4" Rigid 12" Nipple	Generic-Conduit	4.00	\$8.54	\$34.16
18	49255-H24 Leviton 24 Port CAT 5 Snap In Patch Panel	Leviton Manufacturing Company, Inc.	1.00	\$40.28	\$40.28
19	61UJK-RV6 Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, green	Leviton Manufacturing Company, Inc.	10.00	\$9.35	\$93.50
20	41089-2IP Leviton 2-Port QuickPort Surface Mount Housing	Leviton Manufacturing Company, Inc.	5.00	\$2.39	\$11.95
21	<b>65970</b> 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	3.00	\$9.72	\$29.16
22	<b>641064</b> 3/4" EMT Connector	Platt Electric	2.00	\$1.65	\$3.30
23	<b>641068</b> 3/4" EMT Coupler	Platt Electric	5.00	\$1.72	\$8.60
24	158452 3/4" Universal Strut Strap	Platt Electric	2.00	\$1.32	\$2.64



				Subtotal:	\$4,133.17
31	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
30	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	1.00	\$170.00	\$170.00
29	AMS-CI-CT-PW Install Five Cat.6 cables for Outdoor AP's and mount. Install cables and terminate, test and label at existing IDF's.	AMS.NET	22.00	\$135.00	\$2,970.00
28	<b>65981</b> 3/4" Lock Ring	Platt Electric	4.00	\$0.32	\$1.28
27	295589 Single Gang RACO Cover	Platt Electric	4.00	\$0.89	\$3.56
26	297855 3/4" Single Gang RACO box	Platt Electric	4.00	\$4.58	\$18.32
25	65986 3/4" Plastic Insulating Bushing, Threaded	Platt Electric	4.00	\$0.56	\$2.24

Subtotal:	\$4,133.17
Estimated Tax:	\$ 86.94
Quote Total:	\$4,220.11

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quo	ote # Q-00049459, Pacific Grove Adult Sc	hool Outdoor WIF	1		
1	AWC-C6OSP-5F 5ft. Cat.6 Outdoor Patch Cord	Arrow Wire & Cable	2.00	\$12.50	\$25.00
2	<b>10136339 - 100</b> Berk-tek LANmark-6 UTP Riser - 100ft	Berk-Tek	2.00	\$23.61	\$47.22
3	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	2.00	\$13.89	\$27.78
4	AMS-CP-CONSUMABLES Cabling Consumables: Tape, String, Labels, Lube	Cabling	2.00	\$6.94	\$13.88
5	AMS-CP-HARDWARE Arlington LPCG757 Cord Connector, Low Profile, 3/4", Non-Metallic	Cabling	2.00	\$3.58	\$7.16
6	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	15.00	\$2.50	\$37.50
7	PROS-6LGNU-003F CAT6 Snagless Slimline Clear Boot Ultra Flexible 3' Green	Total Cable Solutions	2.00	\$5.10	\$10.20
8	<b>066498</b> 3/4" EMT 2 Hole Strap	Generic-Conduit	4.00	\$0.18	\$0.72
9	<b>016398</b> 3/4" Rigid 12" Nipple	Generic-Conduit	2.00	\$8.54	\$17.08

#### ACTION/DISCUSSION D



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10	49255-H24 Leviton 24 Port CAT 5 Snap In Patch Panel	Leviton Manufacturing Company, Inc.	1.00	\$40.28	\$40.28
11	61UJK-RV6 Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, green	Leviton Manufacturing Company, Inc.	4.00	\$9.35	\$37.40
12	41089-2IP Leviton 2-Port QuickPort Surface Mount Housing	Leviton Manufacturing Company, Inc.	2.00	\$2.39	\$4.78
13	<b>65970</b> 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	2.00	\$9.72	\$19.44
14	641064 3/4" EMT Connector	Platt Electric	4.00	\$1.65	\$6.60
15	<b>641068</b> 3/4" EMT Coupler	Platt Electric	1.00	\$1.72	\$1.72
16	158452 3/4" Universal Strut Strap	Platt Electric	1.00	\$1.32	\$1.32
17	65986 3/4" Plastic Insulating Bushing, Threaded	Platt Electric	2.00	\$0.56	\$1.12
18	<b>297855</b> 3/4" Single Gang RACO box	Platt Electric	2.00	\$4.58	\$9.16
19	295589 Single Gang RACO Cover	Platt Electric	2.00	\$0.89	\$1.78
20	<b>65981</b> 3/4" Lock Ring	Platt Electric	4.00	\$0.32	\$1.28
21	AMS-CI-CT-PW Install Two Cat.6 cables for Outdoor AP's and mount. Install cables and terminate, test and label at existing IDF's. One off Rm.10 and one off the Annex for the field area.	AMS.NET	8.00	\$135.00	\$1,080.00
22	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	1.00	\$170.00	\$170.00
23	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$1,561.42
				Estimated Tax:	\$ 27.25

 Subtotal:
 \$1,561.42

 Estimated Tax:
 \$ 27.25

 Quote Total:
 \$1,588.67

#### ACTION/DISCUSSION D



#### AMS.NET, Inc.

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# Order Summary

Grand Total	\$46,658.73
Estimated Total Taxes	\$1,975.29
Project Total	\$44,683.44



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#### **Terms and Conditions**

- 1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
- 2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collections costs and attorney fees for late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
- 3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and itemlevel discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
- 4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
- 5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
- Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages.
   All damages must be reported to AMS.NET within 24 hours of delivery.
- 7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to <a href="mailto:service@ams.net">service@ams.net</a>. A copy of AMS.NET's full RMA policy is available for review online at <a href="mailto:www.ams.net/services/procurement-and-financing/">www.ams.net/services/procurement-and-financing/</a>.

- 8. The laws of the State of California will apply to this sale.
- 9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
- 10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

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

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

#### ACTION/DISCUSSION D



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

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at <a href="https://www.ams.net/services/procurement-and-financing/">www.ams.net/services/procurement-and-financing/</a>

Authorized Signature:		Date:
Print Name:	Print Title:	



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# About AMS.NET

#### **About Us**

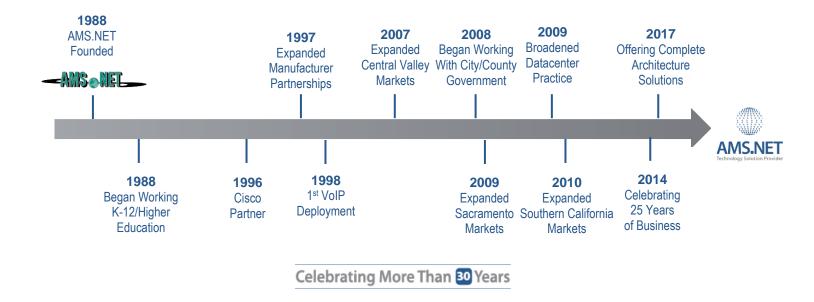
AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 30 years. The company was established more than two decades ago to provide technical support to local school districts in California. Today, AMS.NET provides education, local government and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

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

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

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

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

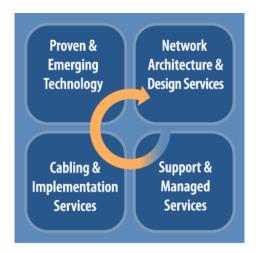


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# **Unique Customer Experience**

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

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



TURNKEY IMPLEMENTATION



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# Our Approach

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

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

### **Business Drivers**

- Government Mandates
- New Programs
- Additional Capabilities Required
- Enhanced Security

#### **Considerations**

- Is an Infrastructure Upgrade Necessary to Support New Solution?
- Are Their Limited Internal IT Resources?
- Is the Cabling Plan Sufficient to Support New Technology?
- Are Their Budget Restrictions?

#### **Planning**

- Are Their Government Mandates and Deadlines for the Deployment?
- Does the Funding Source Affect the Implementation Timing?
- Are Their Other Timing Considerations Including Additional Projects?

#### Support

- Will Internal Resources Support the New Technology?
- Are Managed Services Necessary for Ongoing Support?
- Does Internal IT Staff Have Expertise in the New Solution?

**SOLUTION APPROACH** 

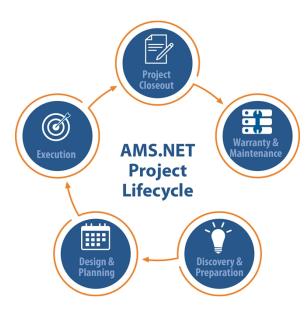


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# **AMS.NET Project Lifecycle**

# Providing Complete Project Management Services to Meet Your Technology Requirements and Business Outcomes

AMS.NET project management office utilizes a proven and methodical system to deliver technology solutions. While we follow an established 5 stage project lifecycle, our PMO will adapt to your unique project and organizational requirements. Our experienced and customer-focused team of project managers collaborate with key project stakeholders throughout the project, provide risk management and conduct ongoing project auditing to ensure the project meets milestones and follows the agreed upon project plan.



#### AMS.NET's PMO follows an established – yet adaptable – 5 stage project lifecycle:



During the first project stage, AMS.NET will identify the current infrastructure along with define technology requirements and key performance indicators. Our pre-sales engineers, account team, project managers and customer experience team are aligned and have a hand-off process to ensure the successful execution of your technology solution.



Milestones and the project plan are built for your unique technology implementation. Our PMO develops detailed documentation of project tasks and dates to ensure a smooth technology implementation. Project managers will also work with you on risk management to identify risks and advise you of our options to mitigate those risks.



The project manager manages the coordination of all AMS.NET engineers, cabling team, and third party vendors and key customer stakeholders to meet milestones defined in the project plan. The project is closely monitored and stakeholders are provided with regular updates.



At project closeout, AMS.NET provides complete documentation of the project's technical implementation.



After deployment, AMS.NET PMO will introduce our support team for the 30-day warranty period. AMS.NET also offers a host of maintenance plans and managed services to ensure the solution continues to perform at optimum levels.



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# **Project Management Services Customized for Your Project and Your Team**

While we rely on proven processes, tools and best practices, every project and customer requirements are unique. Our project managers customize each engagement based on the technology solution, organizational requirements and your preferences in terms of communication style and frequency. Customized services, access to live tools, frequent communication and detailed documentation provide the foundation to ensure a successful implementation.

#### **AMS.NET PMO Services Available:**

Live Project Plan	✓
Live RAID Log	✓
Customized Communication Plan - Daily/Weekly Meetings, Weekly Emails	✓
Daily Stand Up Meetings	✓
Milestone Meetings	✓
Custom Install Plans	✓
Coordination of All Parties including Telco Vendor, Contractors, Cablers, Engineers and Your Team	✓
Design Documentation	✓
Logical Diagram	✓
Logistics Workbook including MAC Addresses, Serial Numbers, Equipment Location, etc.	✓
Configuration Details	✓
As Build Documents/Maps	✓
IDF Photos	✓
Post-Installation Virtual Walk-Through	✓
Final Configuration (if applicable)	✓
Program Management For All Active Projects- Single Project Manager, Single Point of Contact	✓
Project Closeout	✓
Testing and Quality Assurance Activities	✓
Final Documentation Walkthrough	<b>✓</b>
Project Closeout Meeting with Lessons Learned	<b>✓</b>



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#### Manufacturer Partners













































































































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# AMS.NET versus the Competition

- Established proven partner in your vertical
- 120+ employees throughout the state of California
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships

   Cisco Gold Partner since 2007
- Skilled and Certified Engineers- CCIE's in networking, security, voice

- Advanced manufacturer technology specializations
- Structured cabling- C-7 Contractor and RCCD Certified
- Certified project management PMP Certification
- Executive management accessibility regardless of the customer size





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## **Extensive Reference List**

#### **Education**





















































NAPA VALLEY COLLEGE



Saddleback Valley















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## **City/County Government**











































#### **Other Verticals**



SFJAZZ

SUTTER HILL VENTURES









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## Before and After

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







After



**Before** 



After

Corning

Hitachi



#### AMS.NET. Inc.

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# **Company Facts**

#### **General Info**

Legal Name: AMS.NET Inc.

Type: Delaware Corporation

Tax ID: 94-3291626

Principal Owner: Robert Tocci

Years in Business: 32 Years Number of Employees: 115

Website: www.ams.net Email: sales@ams.net

Phone: 800-893-3660/925-245-6100

Fax: 925-245-6150

Locations:

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812

Sacramento Regional Office: 1200 Creekside Drive

Folsom, CA 95630, Phone 800-893-3660

Central Valley Regional Office: 1155 East North Avenue, Suite 106 Fresno, CA 93725, Phone 559-733-1641, Fax 559-713-6692

Southern California Regional Offices: 12405 East Slauson Ave., Unit K

Palo Alto Networks

Whittier, CA 90606, Phone 800-893-3660

#### **License and Procurement**

**DIR#:** 1000001046 Expires 6/30/22 **CMAS Contracts-**

FCC RN: 0012300554 APC HP

Contractor License C-7: 763508 Arecont Vision Nimble Storage General Cable

Expires 4/30/2022

**DUNS#:** 556116234 Avigilon Pure Storage Leviton Microsoft MCSE's: 1673446, 2056976 **Bosch** Rubrik Ortronics

Aruba

**Panduit Procurement:** Cisco **Ruckus Wireless** 

E-Rate SPIN: 143005880 Superior Essex Cohestiv **TrippLite** 

Merced County FOCUS Contract: #2015109 Eaton Veeam Labor

SPURR Master Contract/PEPPM Contract **EMC** VMware NASPO Contracts- Cisco, HPE, Ruckus, Extron Berk-Tek

EMC, Pure Storage, Palo Alto Networks Fortinet Chatsworth

#### **Certifications and Specializations**

#### Partial Manufacturer List:

Cisco Gold Certified Partner/Cisco Meraki Partner Cisco Specializations:

- Advanced Data Center Architecture

- Advanced Collaboration Architecture

- Advanced Security Architecture

- Advanced Enterprise Network Architecture

- Collaboration SaaS Authorization

- Customer Satisfaction Excellence

- Customer Experience Specialized

Aruba HPE Platinum Partner, HPE Silver Partner, Ruckus Elite Partner, Palo Alto Networks, Fortinet, Barracuda, Aerohive, Pure Storage,

Nimble Storage, Cohesity, DDN, Rubrik, Veeam Silver Pro Partner, Datrium, VMware Partner, Singlewire, FrontRow, Class Connection,

AtlasIED, Extron, Advanced Network Devices, Avigilon, Verkada,

OnSSI, Milestone, Arecont Vision, Hikvision, exacqVision, Milestone,

Tripplite, APC, Panduit, General Cable, Damac, Leviton, Berk-Tek,

Ortronics, Hoffman, Cooper B-Line, Chatsworth, & Superior Essex

#### ACTION/DISCUSSION D



AMS.NET, Inc.

Student Learning and Achievement   Consent					
☐ Health and Safety of Students and Schools	⊠Action/Discussion				
□Credibility and Communication	□Information/Discussion				
☑Fiscal Solvency, Accountability and Integrity ☐Public Hearing					
SUBJECT: Adoption of Resolution No. 1067 – Issuance of a Tax and Revenue Anticipation Note (TRAN) Not To Exceed \$7,500,000					
<b>DATE:</b> April 1, 2021					
PERSON RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services					

#### **RECOMMENDATION:**

The Administration recommends that the Board review and approve Resolution No. 1067 for participation in the California School Board Association (CSBA) Cash Reserve Program for the 2021-22 Tax and Revenue Anticipation Note (TRAN) for an amount not-to-exceed \$7,500,000.

#### **BACKGROUND**:

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

#### **INFORMATION:**

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

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

#### **FISCAL IMPACT**:

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

- Estimated interest cost \$15,000
- Underwriter's discount \$4,500
- Financial Advisor \$8,500
- Legal counsel \$7,000Trustee & administration and rating \$7,000

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

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 2021-2022 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2021-2022 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, 2022 ("Fiscal Year 2021-2022") by the issuance of its 2021-2022 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

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

Year 2021-2022 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

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

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

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

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

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2021-2022 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 2021-2022 which will be received by or will accrue to the District during such fiscal year

<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.

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

**WHEREAS,** pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2021-2022 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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

**WHEREAS,** the Program has been designed with alternative structures, each of which the District desires to approve; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 2. Issuance of Notes.

- (A) <u>Initial Issuance of Notes</u>. 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 2021-2022 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 "2021-2022 [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

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

4135-0131-2801.3 PGUSD

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

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

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

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

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2021-2022 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) <u>Issuance of Additional Notes</u>. 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 2021-2022 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.

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 2021-2022, 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.

<u>Section 3.</u> 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.

<u>Section 4.</u> <u>Sale of Notes; Delegation</u>. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2020 (or the date of adoption of this Resolution if after May 1, 2020) through June 15, 2021 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

<u>Section 5.</u> <u>Program Approval</u>. 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) <u>Certificate Structure</u>. 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. 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) <u>Bond Pool Structure</u>. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

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

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

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

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

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

have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

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

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

#### Section 6. No Joint Obligation.

(A) <u>Certificate Structure</u>. 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) <u>Bond Pool Structure</u>. 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.

<u>Section 7.</u> <u>Disposition of Proceeds of Notes.</u> 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 2021 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the 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 2022 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 2022, 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 2022, 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) <u>Pledge</u>. 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 2021-2022 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) <u>Lien and Charge</u>. 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.
- 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.
- 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.

- <u>Determination of Repayment Periods</u>. 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 prorata;
  - 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).

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.

Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall

authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

- (A) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.
- (B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.
- (C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.
- (D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.
- (E) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the

same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2021-2022 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 2021-2022 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 2021-2022, (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 2015-2016 through Fiscal Year 2019-2020, 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 2020-2021 and 2021-2022, respectively.
- (G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.
- (H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.
- (I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of

Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

- (J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.
- (K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.
- (L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.
- (M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.
- (N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

- (O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.
- (P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2020 (the "Fiscal Year 2019-2020") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2021-2022 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 2021-2022.
- (R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.
- (S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.
- Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

- 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 2021-2022 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 "2021-2022 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.
- (B) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.
- (C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

## Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;
- (B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;
- (C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;
- (D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;
- (E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;
- (F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

- (1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and
- (2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

<u>Section 15.</u> 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.

<u>Section 17.</u> <u>Subordination</u>. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

- (A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:
  - (1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:
    - a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates:
    - b. Unscheduled draws on debt service reserves reflecting financial difficulties;
    - c. Unscheduled draws on credit enhancements reflecting financial difficulties;
    - d. Substitution of credit or liquidity providers, or their failure to perform;
    - e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
    - f. Tender offers:
    - g. Defeasances;
    - h. Rating changes; or
    - i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

- (2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:
  - a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
  - b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
  - c. Optional, contingent or unscheduled bond calls;
  - d. Release, substitution or sale of property securing repayment of such Series of Notes;
  - e. Non-payment related defaults;
  - f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
  - g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
  - h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

- (B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.
- (C) For the purposes of this Section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).
- (D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.
- (E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a "Listed Event"), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

- (F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:
  - (1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;
  - (2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
  - (3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.
- (G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.
- (H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.
- <u>Section 19. Approval of Actions</u>. 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.

<u>Section 20.</u> <u>Proceedings Constitute Contract</u>. 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 irrepealable.

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.

- <u>Section 22.</u> <u>Severability</u>. 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.
- <u>Section 23.</u> <u>Submittal of Resolution to County</u>. 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.
- <u>Section 24.</u> <u>Electronic Signatures; DocuSign</u>. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to

herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

## EXHIBIT A FORM OF NOTE

R-1		\$
	DISTRICT/ BOARD OF EDUCATION	
	COUNTY OF, CALIFORNIA	
	2021-2022 [SUBORDINATE]* $^{*\mathrm{TAX}\mathrm{AND}\mathrm{Revenue}}$ 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	Second	Third	Fourth	Fifth	
Repayment Period					
% of the total of	100% of the total of				
[principal] [interest]	[principal] [interest]	[principal] [interest]	[principal] [interest]	principal and interest	
[principal and	[principal and	[principal and	[principal and	due at maturity**	
interest] due at	interest] due at	interest] due at	interest] due at		
maturity	maturity	maturity	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 \_\_\_ 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

A-1

**PGUSD** 

<sup>\*</sup> TAX AND REVENUE ANTICIPATION NOTE, SERIES — \* To bear this designation if this Note is a Series of Subordinate Notes.

<sup>\*\*\*\*</sup> 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).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*\*

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2021-2022 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

<sup>\*\*</sup> This paragraph is applicable only if the Note is issued by the District.

<sup>\*\*\*</sup> This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]\* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]\* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]\*

<sup>\*\*</sup> Applicable only if the Note is issued by the County.

# **RESOLUTION CERTIFICATE**

I, Ralph Porras, Secretary of the Governing Board of Pacific Grove Unified School District, hereby certify as follows:
The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Pacific Grove Unified School District duly and regularly held at the regular meeting place thereof on the day of, 2021, in accordance with law, including in accordance with Executive Order N-29-20, signed by the Governor of the State of California on March 17, 2020, and entered in the minutes thereof, of which meeting all of the members of the Governing Board had due notice and at which a quorum thereof was acknowledged, and that at said meeting the resolution was adopted by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:
An agenda of said meeting was posted at least 72 hours before said meeting at 435 Hillcrest Avenue, Pacific Grove, California, a location freely accessible to members of the public and the District's website, 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 the District administrative 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:, 2021
Ralph Porras Secretary of the Governing Board of Pacific Grove Unified School District

2021-22 Fiscal Year Program

Pacific Grove Unified School District Monterey **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	
[(SEAL)]		
Countersigned		
By		

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
John Paff	Board President	
Ralph Porras	Superintendent / Board Secretary	
Song Chin-Bendib	Assistant Superintendent	

District:

Pacific Grove Unified School District

Address:

435 Hillcrest Avenue

Pacific Grove, CA 93950

County:

Monterey

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Pacific Grove Unified School District

Bv		

Name: Song Chin-Bendib Title: Assistant Superintendent

⊠Student Learning and Achievement	□ Consent						
⊠Health and Safety of Students and Schools	⊠ Action/Discussion						
	☐Information/Discussion						
☐Fiscal Solvency, Accountability and Integrity							
SUBJECT: Resolution No. 1068 Supporting People of Asian Ancestry and Condemning Harassment, Violence and Hatred Toward People of Asian Descent							
<b>DATE:</b> April 1, 2021							
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent							

The following Resolution No. 1068 supporting people of Asian ancestry and condemning harassment, violence and hatred toward people of Asian descent was proposed for potential revision and adoption by the Board of Trustees.

#### **INFORMATION:**

Basic human decency requires a respect and acceptance for people of all backgrounds. America's professed values include a commitment to liberty, equality and justice for all. America's diversity is a source of strength and prosperity and California's vibrant communities benefit from cultural contributions made by people of every ancestry. People of Asian descent have suffered intense discrimination since California's earliest days, and that discrimination continues today in the repugnant form of terroristic violence against Asian Americans; and a climate where Americans of Asian descent are being othered, targeted, scapegoated and killed because of their race. School districts have an obligation not only to prepare students academically but also to provide the foundation for personal growth and responsible participation in civic life. The District values of inclusiveness, humanity and respect demand that we support students of Asian ancestry and the larger Asian American community in this moment of national strife and at all times.

#### PACIFIC GROVE UNIFIED SCHOOL DISTRICT

# RESOLUTION No. 1068 Resolution Supporting People of Asian Ancestry and Condemning Harassment, Violence and Hatred toward People of Asian Descent

**WHEREAS**, basic human decency requires a respect and acceptance for people of all backgrounds, and the motto of the United States of America is "E pluribus unum," meaning "Out of many one"; and

**WHEREAS**, America's professed values include a commitment to liberty, equality and justice for all — values the country has often failed to reach but should never stop striving to attain; and

**WHEREAS**, America's diversity is a source of strength and prosperity and California's vibrant communities benefit from cultural contributions made by people of every ancestry; and

**WHEREAS**, California is home to the largest population of Asian Americans, a group that has enriched the state in countless and invaluable ways; and

WHEREAS, people of Asian descent have suffered intense discrimination since California's earliest days, including, but not limited to, the inhumane policies and treatment toward Chinese immigrants in the goldmining era, the Chinese Exclusion Act, the persecution of Filipino American workers, and the internment of Japanese Americans during World War II; and

**WHEREAS**, that discrimination continues today in the repugnant form of terroristic violence against Asian Americans; and a climate where Americans of Asian descent are being othered, targeted, scapegoated and killed because of their race; and

**WHEREAS**, an analysis by the Center for the Study of Hate and Extremism at California State University, San Bernardino found that overall hate crimes in America's largest cities decreased by 7 percent in 2020, while hate crimes targeting people of Asian ancestry rose by nearly 150 percent during that same period; and

**WHEREAS**, in many school districts, fear of violence and harassment has been identified as a factor in low rates of return to in-person instruction among Asian American students; and

**WHEREAS**, schools have an obligation not only to prepare students academically but also to provide the foundation for personal growth and responsible participation in civic life; and

**WHEREAS**, schools must avoid the "model minority" trap and the related tendency to overlook the circumstances of Asian American children merely because this student group, on the whole, demonstrates high academic achievement; and

**WHEREAS**, our values of inclusiveness, humanity and respect demand that we support students of Asian ancestry and the larger Asian American community in this moment of national strife and at all times:

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Pacific Grove Unified School District condemns hatred, xenophobia, harassment and violence towards people of Asian ancestry and commits to creating a supportive, inclusive culture that fully embraces students of Asian descent.

**PASSED AND ADOPTED** by the Board of Education of the Pacific Grove Unified School District this 1<sup>st</sup> day of April, 2021, by the following called vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
John Paff, President	Ralph Porras, Superintendent
Board of Education	Secretary Board of Education

⊠Student Learning and Achievement	$\Box$ Consent			
⊠Health and Safety of Students and Schools	⊠Action/Discussion			
	☐ Information/Discussion			
⊠Fiscal Solvency, Accountability and Integrity	☐Public Hearing			
<b>SUBJECT:</b> Board Calendar/Future Meetings				
<b>DATE:</b> April 1, 2021				
PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Sup	erintendent			

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 approve 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 January – June 2021

	Board Meeting Calcillar January – June 2021	
	Regular Board Meeting	VIRTUAL
Thursday	✓ Preliminary Enrollment Projection for 2021-22	
January 7	✓ Property Tax Update	
	✓ PGHS Course Bulletin Action/Discussion	
Thursday	Regular Board Meeting	VIRTUAL
January	✓ School Accountability Report Cards	
21	✓ Acceptance of the 2019-20 Audit Report	
	✓ Report on Governor's Budget Proposal	
Saturday	Special Board Meeting	VIRTUAL
January	✓ Board Goals – Review/Revise	
30	✓ Strategic Plan – Review/Revise	
9am	✓ Measure D Goals and Objectives	
Thursday	Regular Board Meeting	VIRTUAL
February	✓ Budget Development Calendar	VIKTOAL
4	✓ Quarterly Facilities Project Updates*	
+	Quarterly Pacifices Project Opulates	
Thursday	Regular Board Meeting	VIRTUAL
February	✓ Board Goals- Approval	VIKTUAL
18	✓ Governance Handbook- Approval	
10	• Governance Handbook- Approval	
Thursday	Regular Board Meeting	VIRTUAL
March 4	✓ Second Interim Report/Budget Revision #3	
	✓ Open House Schedules Reviewed	
	✓ Possible Personnel Action (RIF)	
Thursday	Regular Board Meeting	VIRTUAL
March 18	✓ Budget Projections and Assumptions	
1,101,011,10	✓ Williams/Valenzuela Uniform Complaint Report	
	✓ Preliminary Review of PGHS Site Master Schedule	
	✓ Review of Strategic Plan 2021-22	
Thursday	Special Board Meeting	VIRTUAL
March 25	✓ Proposed COVID-19 Elementary Schools' Reopening Plans	VIKTOTIL
Water 23	✓ Superintendent Goals 2021-22	
Thursday	Regular Board Meeting	VIRTUAL
April 1	✓ Approve 2021-22 Aug Dec. Board Meeting Calendar	VIKTUAL
April 1	✓ TRAN Resolution	
Thumaday		VIRTUAL
Thursday	Regular Board Meeting	VIKTUAL
April 22	Review of Site Master Schedules	
	✓ California Day of the Teacher	
	✓ Week of the CSEA Employee	
	Begin Superintendent Evaluation	
	✓ Review of Strategic Plan 2021-22	
Thursday	Regular Board Meeting	VIRTUAL
May 6	✓ Continue Superintendent Evaluation	

Thursday	Regular Board Meeting	VIRTUAL
May 20	✓ Complete Superintendent's Evaluation	
-	✓ Review Governor's Revised Budget	
	✓ Suspensions/Expulsions Annual Report	
Thursday	Regular Board Meeting	VIRTUAL
June 3	✓ 2021-22 Budget Public Hearing	
	✓ Retiree Recognition	
	✓ Employee Recognition	
	✓ LCAP Public Hearing	
Thursday	Regular Board Meeting	VIRTUAL
June 17	✓ Approval of Contracts and Purchase Orders for 2021-22	
	✓ Review of Legal Services Costs	
	✓ Solicitation of Funds Report	
	✓ Consolidated Application	
	✓ Approval of LCAP	
	✓ 2021-22 Budget Adoption	

<sup>\*</sup>Quarterly District Safety Update and Quarterly Facilities Projects Update as needed

# DRAFT Board Meeting Calendar August – December 2021

2111	in a board wieeting Carendar August Becchiee	1 2021
Aug. 19	0	District Office
	✓ Student Enrollment Update	
	✓ Back to School Night Dates	
	✓ Property Tax Report	
	✓ Quarterly Facilities Project Updates*	
	✓ Quarterly District Safety Update*	
Sept. 2	0	District Office
	✓ Unaudited Actual Report	
	✓ Local Control Accountability Plan Review	
Sept. 16	<b>Regular Board Meeting</b>	District Office
	✓ Williams Uniform Complaint Report	
TBD	Special Board Meeting	District Office
Sept. 18	✓ Foreign Language Program	ristrict Office
*Saturday		
TBD	1	District Office
Sept. 25	✓ Board Goals – Review/Revise	
*Saturday	✓ Strategic Plan – Review/Revise	
Oct. 7	0	District Office
	✓ Superintendent Goals	
	✓ Budget Revision #1 on 2021-22 working budget (preliminary F	irst Interim)
	✓ Bus Ridership	
	✓ Week of the School Administrator	
Oct. 21	Regular Board Meeting	District Office
	✓ Quarterly District Safety Update*	
Nov. 4	Regular Board Meeting	District Office
	✓ PGHS Course Bulletin Information/Discussion	
Nov. 18	Regular Board Meeting	District Office
	✓ Intent Form Due (to serve as Board President or Vice President	
	✓ Review of Special Education Contracts	
	✓ Quarterly Facilities Project Updates*	
Dec. 16		District Office
	✓ Election of 2020-21 Board President and Clerk	
	✓ Budget Revision #3	
	✓ First Interim Report	
	✓ PGHS Course Bulletin Action/Discussion	
	✓ Williams Uniform Complaint Report	
	✓ Employee Recognition	
	✓ Review of Legal Services Costs	
	✓ Solicitation of Funds Report	
	- Soficitation of Lunds Report	

\*Quarterly District Safety Update and Quarterly Facilities Projects Update as needed

□Student Lear	rning and Achievement		□Consent
☐ Health and S	Safety of Students and Sc	chools	☐ Action/Discussion
☐ Credibility and Communication			⊠Information/Discussion
⊠Fiscal Solve	ncy, Accountability and	Integrity	☐Public Hearing
SUBJECT:	Review and Discuss	Current Elementary	and Secondary Class Sizes
DATE:	April 1, 2021		
PERSON(S)	RESPONSIBLE:	Services	, Assistant Superintendent for Business rector II Human Resources

The District Administration recommends that the Board review and discuss current elementary and secondary class sizes.

#### **BACKGROUND**:

In general, 85% to 90% of a school district budget is comprised of salaries and benefits for the employees and the retirees of the school district. It takes people to teach people, and it's natural that the largest expenditure in a school district budget is personnel and benefits.

Employee salaries are divided into three separate line items – certificated non-management employees, classified non-management employees, and management employees.

Classroom sizes have a direct and indirect impact on certificated non-management employees which include teachers, nurses, librarians, psychologists, and others who provide services that require credentials from the state of California.

#### **INFORMATION**:

The Board of Trustees requested staff to provide an analysis of the current classroom sizes. Staff had prepared the elementary and secondary class sizes for the October 2020 California Basic Educational Data System (CBEDs) and January 21, 2021, a random date in January.

The analysis is attached for Forest Grove, Robert Down, PG Middle School and PG High School.

#### **FISCAL IMPACT**:

Staffing is included in the current budget.

## PACIFIC GROVE UNIFIED SCHOOL DISTRICT Class Sizes by Grade Levels

## **Forest Grove**

## **Robert Down**

	<b>2020-21</b> CBEDs - O		<b>2020-2</b> ′ 21-Jan		<b>2020-2</b> CBEDs - 0		<b>2020-2</b> 21-Ja	
TK	17	17	17	17	N/	A	N.	/A
К	20 19 18	57	20 19 19	58	21 21 20	62	20 20 19	59
1st Grade	21 20 23	64	22 20 21	63	22 24 23	69	23 24 23	70
2nd Grade	21 20 19	60	20 19 18	57	23 21 23 20	87	24 19 23 19	85
3rd Grade	19 21 19	59	18 21 20	59	24 24 24	72	24 24 23	71
4th Grade	17 18 19 21	75	17 18 19 21	75	20 21 21 16	78	21 22 20 16	79
5th Grade	20 19 20	59	20 19 19	58	21 25 21	67	20 23 20	63
TOTAL		391		387		435		427
SDC Mod/Severe		22		22		8		8

2020-2021 Pacific Grove Middle School Enrollment						
Period	Course	10/2/2020 Class Enrollment	1/29/2020 Class Enrollment	Max Cap.	•	
Period 7	Math Support 6 (103)	12	13	32		
	Total	12	13			
Period 7	Math Support 8 (212)	9	8	15		
	Total	9	8			
Period 2	Math Support 7 (213)	12	12	15		
	Total	12	12			
Period 4	CORE English 6 (M105)	24	23	32		
Period 6	CORE English 6 (M105)	22	21	32		
Period 4	CORE English 6 (M105)	23	22	32		
Period 4	CORE English 6 (M105)	24	23	32		
Period 2	CORE English 6 (M105)	25	22	32		
Period 2	CORE English 6 (M105)	23	22	32		
	Total	141	133			
Period 7	English 7 (M107)	20	18	32		
Period 2	English 7 (M107)	23	24	32		
Period 4	English 7 (M107)	17	16	32		
Period 5	English 7 (M107)	27	25	32		
Period 6	English 7 (M107)	22	23	32		
Period 4	English 7 (M107)	17	16	32		
	Total	126	122			
Period 6	English 8 (M108)	22	22	32		
Period 4	English 8 (M108)	27	27	32		
Period 3	English 8 (M108)	25	23	32		
Period 3	English 8 (M108)	25	24	32		
Period 2	English 8 (M108)	25	24	32		
Period 2	English 8 (M108)	26	25	32		

Period 7	English 8 (M108)	27	27	32	
	Total	177	172		
Period 5	Transition English (M122)	9	13	15	
	Total	9	13		
Period 3	Applied ELA (M130)	2	2	15	
	Total	2	2		
Period 4	ELA 6-8 (M131)	6	5	15	
	Total	6	5		
Period 6	Learning Center 6 (M146)	11	12	15	
	Total	11	12		
Period 4	Learning Center 7 (M147)	12	13	15	
	Total	12	13		
Period 6	Learning Center 8 (M148)	10	11	16	
	Total	10	11		
Period 3	Read 180 (M180)	6	9	15	
	Total	6	9		
Period 4	Math 180A (M183)	4	4	15	
	Total	4	4		
Period 5	Math 180B (M184)	7	7	15	
	Total	7	7		
Period 3	Basic ELA (M185)	8	8	15	
	Total	8	8		
Period 2	Social Skills Dev. (M187)	2	2	15	
	Total	2	2		
Period 7	CORE History 6 (M205)	22	21	32	
Period 5	CORE History 6 (M205)	24	23	32	
Period 5	CORE History 6 (M205)	24	23	32	
Period 5	CORE History 6 (M205)	23	22	32	
Period 3	CORE History 6 (M205)	25	22	32	
Period 3	CORE History 6 (M205)	23	22	32	

120

	Total	141	133		
Period 7	History 7 (M207)	25	26	32	
Period 3	History 7 (M207)	23	22	32	
Period 2	History 7 (M207)	27	22	32	
Period 6	History 7 (M207)	28	27	32	
Period 5	History 7 (M207)	27	25	32	
	Total	130	122		
Period 5	History 8 (M208)	27	27	32	
Period 6	History 8 (M208)	26	26	32	
Period 7	History 8 (M208)	25	21	32	
Period 2	History 8 (M208)	24	24	32	
Period 3	History 8 (M208)	24	25	32	
Period 4	History 8 (M208)	24	23	32	
Period 4	History 8 (M208)	24	23	32	
	Total	174	169		
Period 4	Learning Center 6-8 (M301)	8	10	15	
	Total	8	10		
Period 7 (HS)	Integrated Math 2 (at HS) (M30	1	2	32	
	Total	1	2		
Period 3	Math 6 (M306)	26	27	32	
Period 6	Math 6 (M306)	16	16	32	
Period 5	Math 6 (M306)	27	27	32	
Period 4	Math 6 (M306)	22	23	32	
	Total	91	93		
Period 2	Math 7 (M307)	24	24	32	
Period 7	Math 7 (M307)	17	17	30	
Period 6	Math 7 (M307)	24	23	32	
Period 5	Math 7 (M307)	26	24	32	
	Total	91	88		
Period 2	Math 8 (M308)	26	25	32	

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Period 6	Math 8 (M308)	27	25	32	
Period 3	Math 8 (M308)	27	27	30	
Period 5	Math 8 (M308)	24	23	32	
	Total	104	100		
Advisory (Monday only	Advisory - Grade 6 (M316-A)	20	19	32	
Advisory (Monday onl	Advisory - Grade 6 (M316-A)	19	16	32	
Advisory (Monday only	Advisory - Grade 6 (M316-A)	18	18	32	
Advisory (Monday only	Advisory - Grade 6 (M316-A)	19	20	32	
Advisory (Monday only	Advisory - Grade 6 (M316-A)	19	18	32	
Advisory (Monday only	Advisory - Grade 6 (M316-A)	18	16	32	
Advisory (Monday only	Advisory - Grade 6 (M316-A)	19	18	32	
Advisory (Monday only	Advisory - Grade 6 (M316-A)	18	19	32	
	Total	150	144		
Period 4	Accel Math 7 (M317)	20	21	32	
Period 7	Accel Math 7 (M317)	17	16	32	
	Total	37	37		
Advisory (Monday only	Advisory - Grade 7 (M317-A)	19	19	32	
Advisory (Monday only	Advisory - Grade 7 (M317-A)	20	20	32	
Advisory (Monday only	Advisory - Grade 7 (M317-A)	19	19	32	
Advisory (Monday only	Advisory - Grade 7 (M317-A)	19	19	32	
Advisory (Monday only	Advisory - Grade 7 (M317-A)	18	18	32	
Advisory (Monday only	Advisory - Grade 7 (M317-A)	19	17	32	
Advisory (Monday only	Advisory - Grade 7 (M317-A)	19	18	32	
	Total	133	130		
Period 3	Integrated Math I (M318)	25	25	32	
Period 6	Integrated Math I (M318)	22	22	32	
Period 7	Integrated Math I (M318)	24	23	32	
	Total	71	70		
Advisory (Monday onl	Advisory - Grade 8 (M318-A)	18	18	32	
Advisory (Monday onl	Advisory - Grade 8 (M318-A)	18	18	32	

Advisory - Grade 8 (M318-A)	18	18	32	
Advisory - Grade 8 (M318-A)	19	19	32	
Advisory - Grade 8 (M318-A)	18	18	32	
Advisory - Grade 8 (M318-A)	19	17	32	
Advisory - Grade 8 (M318-A)	17	16	32	
Advisory - Grade 8 (M318-A)	19	18	32	
Advisory - Grade 8 (M318-A)	16	15	32	
Advisory - Grade 8 (M318-A)	19	19	32	
Total	181	176		
Accel Math 6 (M320)	28	23	32	
Accel Math 6 (M320)	27	25	30	
Total	55	48		
Applied Math (M328)	2	2	15	
Total	2	2		
Science 6 (M406)	26	24	32	
Science 6 (M406)	25	25	32	
Science 6 (M406)	23	21	32	
Science 6 (M406)	26	24	32	
Science 6 (M406)	24	26	32	
Science 6 (M406)	23	23	32	
Total	147	143		
Science 7 (M407)	26	27	32	
Science 7 (M407)	24	21	32	
Science 7 (M407)	27	28	32	
Science 7 (M407)	26	25	32	
Science 7 (M407)	28	27	32	
Total	131	128		
Science 8 (M408)	26	26	32	
Science 8 (M408)	24	24	32	
Science 8 (M408)	22	21	32	
	Accel Math 6 (M320) Accel Math 6 (M320)  Total  Applied Math (M328)  Total  Science 6 (M406) Science 6 (M407) Science 7 (M407) Science 7 (M407) Science 7 (M407) Science 7 (M407) Science 8 (M408) Science 8 (M408)	Advisory - Grade 8 (M318-A) 19 Advisory - Grade 8 (M318-A) 19 Advisory - Grade 8 (M318-A) 19 Advisory - Grade 8 (M318-A) 17 Advisory - Grade 8 (M318-A) 19 Total 181 Accel Math 6 (M320) 28 Accel Math 6 (M320) 27 Total 55 Applied Math (M328) 2 Science 6 (M406) 26 Science 6 (M406) 25 Science 6 (M406) 26 Science 6 (M406) 26 Science 6 (M406) 27 Science 6 (M406) 26 Science 7 (M407) 26 Science 8 (M408) 26 Science 8 (M408) 26 Science 8 (M408) 26	Advisory - Grade 8 (M318-A)       19       19         Advisory - Grade 8 (M318-A)       18       18         Advisory - Grade 8 (M318-A)       19       17         Advisory - Grade 8 (M318-A)       19       18         Advisory - Grade 8 (M318-A)       19       18         Advisory - Grade 8 (M318-A)       19       19         Advisory - Grade 8 (M318-A)       19       19         Total       181       176         Accel Math 6 (M320)       28       23         Accel Math 6 (M320)       27       25         Total       55       48         Applied Math (M328)       2       2         Science 6 (M406)       26       24         Science 6 (M406)       25       25         Science 6 (M406)       23       21         Science 6 (M406)       24       26         Science 6 (M406)       24       26         Science 7 (M407)       26       27         Science 7 (M407)       24       21         Science 7 (M407)       26       25         Science 7 (M407)       26       25         Science 7 (M407)       28       27         Total       131       <	Advisory - Grade 8 (M318-A)       19       19       32         Advisory - Grade 8 (M318-A)       18       18       32         Advisory - Grade 8 (M318-A)       19       17       32         Advisory - Grade 8 (M318-A)       17       16       32         Advisory - Grade 8 (M318-A)       19       18       32         Advisory - Grade 8 (M318-A)       19       19       32         Advisory - Grade 8 (M318-A)       19       19       32         Accel Math 6 (M320)       28       23       32         Accel Math 6 (M320)       28       23       32         Accel Math 6 (M320)       27       25       30         Total       55       48         Applied Math (M328)       2       2       15         Total       2       2       2         Science 6 (M406)       26       24       32         Science 6 (M406)       25       25       32         Science 6 (M406)       24       26       32         Science 6 (M406)       24       26       32         Science 7 (M407)       26       27       32         Science 7 (M407)       26       27       32     <

Period 5	Science 8 (M408)	26	26	32	
Period 6	Science 8 (M408)	26	23	32	
Period 2	Science 8 (M408)	27	27	32	
Period 5	Science 8 (M408)	26	25	32	
	Total	177	172		
Period 4	P.E. 6/7 (M567)	47	43	50	
Period 3	P.E. 6/7 (M567)	31	29	50	
Period 6	P.E. 6/7 (M567)	30	32	50	
Period 2	P.E. 6/7 (M567)	47	47	50	
Period 7	P.E. 6/7 (M567)	50	47	50	
	Total	205	198		
Period 5	P.E. 7/8 (M578)	46	46	50	
Period 2	P.E. 7/8 (M578)	45	43	50	
Period 3	P.E. 7/8 (M578)	40	39	50	
Period 6	P.E. 7/8 (M578)	35	35	50	
Period 7	P.E. 7/8 (M578)	47	46	50	
	Total	213	209		
Period 1	P.E. 7/8 (P1) (M579)	45	43	57	
	Total	45	43		
Period 6	Keyboarding 6 (M602)	22	0	32	
Period 6	Keyboarding 6 (M602)	0	20	32	
2 4110 0	Total	22	20	02	
Period 6	Art 6 (M607)	22	0	32	
Period 6	Art 6 (M607)	0	21	32	
	Total	22	21		
Period 6	Home Economics 6 (M610)	22	0	32	
Period 6	Home Economics 6 (M610)	0	20	32	

	Total	22	20		
Period 7	STEAM (M614)	20	24	32	
	Total	20	24		
Period 6	STEM 6 (M618)	22	0	32	
Period 6	STEM 6 (M618)	0	21	32	
	Total	22	21		
Period 4	Art (M701)	26	23	32	
Period 3	Art (M701)	26	24	32	
	Total	52	47		
Period 3	Home Economics (M702)	24	24	32	
Period 7	Home Economics (M702)	21	19	32	
	Total	45	43		
Period 7	Leadership (M706)	24	24	32	
	Total	24	24		
Period 4	Computer Video Bulletin (M71)	25	28	32	
	Total	25	28		
Period 1	Chorus (M7130)	56	51	60	
	Total	56	51		
Period 6	ELD (M720)	6	4	32	
	Total	6	4		
Period 2	Social Skills (M724)	8	12	15	
	Total	8	12		
Period 8B	Jazz Ensemble (M734)	18	16	40	
	Total	18	16		
Period 8A	Jazz Combo (M735)	0	0	32	
	Total	0	0		
Period 5	Concert Band (M740)	40	36	50	
	Total	40	36		
Period 4	Symphonic Band (M741)	42	40	50	

	Total	42	40		
Period 6	Chamber Orchestra (M742)	20	19	40	
	Total	20	19		
Period 7	String Orchestra (M7470)	21	20	50	
	Total	21	20		
Period 1	AVID 7 (M777)	20	19	32	
	Total	20	19		
Period 2	AVID 8 (M788)	23	21	32	
	Total	23	21		
Period 5	Foods (M855)	28	27	32	
	Total	28	27		
Period 5	Applied Social Science (M880)	2	2	15	
	Total	2	2		
Period 7	Life Skills (M904)	5	5	15	
	Total	5	5		

## 2020-21 Pacific Grove High School Enrollment by Section 10/2/2020 & 1/29/2021

Period	Course Title	<b>Student Numbers</b>	<b>Student Numbers</b>	Class Capacity
Period 2	English 1 (100)	22	22	32
Period 3	English 1 (100)	24	23	32
Period 7	English 1 (100)	23	22	32
Period 5	English 1 (100)	25	24	32
	Total	94	91	
Period 5	English 2 (110)	21	21	32
Period 2	English 2 (110)	24	22	32
Period 3	English 2 (110)	23	24	32
Period 6	English 2 (110)	25	26	32
	Total	93	93	
Period 6	English 3 (120)	20	22	32
Period 7	English 3 (120)	20	14	32
Period 5	English 3 (120)	22	19	32
Period 3	English 3 (120)	22	22	32
Period 2	English 3 (120)	21	21	32
	Total	85	77	
Period 4	English 4 (130)	23	23	32
Period 2	English 4 (130)	19	19	32
	Total	42	42	
Period 2	AP English Language (137)	20	18	32
	Total	20	18	
Period 4	(H) English 1 (140)	19	19	32
Period 6	(H) English 1 (140)	23	23	32
	Total	42	42	
Period 3	Eng 4 Expos. Reading & Writ. (142)	26	25	32
Period 5	Eng 4 Expos. Reading & Writ. (142)	24	24	32

		Total	50	49	
Period 4	(H) English 2 (145)		30	28	32
Period 2	(H) English 2 (145)		30	30	32
	•	Total	60	58	
Period 2	(H) English 3 (150)		22	22	32
Period 6	(H) English 3 (150)		23	22	32
		Total	45	44	
Period 3	AP English Lit. (155)		32	31	32
		Total	32	31	
Period 6	World History (200)		22	20	32
Period 7	World History (200)		27	26	32
Period 4	World History (200)		16	16	32
Period 3	World History (200)		24	22	32
Period 5	World History (200)		22	20	32
Period 2	World History (200)		17	20	32
		Total	128	124	
Period 2	World Geography (205)		23	25	32
Period 7	World Geography (205)		21	20	32
Period 3	World Geography (205)		21	23	32
Period 4	World Geography (205)		24	22	32
Period 1 -	World Geography (205)		18	19	32
		Total	107	109	
Period 1 -	U.S. History (210)		23	21	32
Period 7	U.S. History (210)		19	19	32
Period 2	U.S. History (210)		21	19	32
Period 5	U.S. History (210)		16	15	32
Period 4	U.S. History (210)		23	24	32
Period 3	U.S. History (210)		18	14	32

	To	otal	120	112	
Period 4	AP Govt. (214)		28		32
Period 5	AP Govt. (214)		29		32
	To	otal	57		
Period 3	Govt/Civics (215)		27		32
Period 2	Govt/Civics (215)		16		32
Period 5	Govt/Civics (215)		26		32
	To	otal	69		
Period 6	AP World History (227)		32	31	32
	To	otal	32	31	
Period 4	AP U.S. History (230)		29	25	32
	To	otal	29	25	
Period 3	Economics (216)			26	32
Period 2	Economics (216)			18	32
Period 4	Economics (216)			28	32
Period 5	Economics (216)			28	32
Period 5	Economics (216)			26	32
	T	otal		126	
Period 4	Psychology (236)		27	23	32
Period 6	Psychology (236)		29	26	32
	To	otal	56	49	
Period 3	AP Human Geography (238)		26	26	32
		otal	26	26	
Period 1 -	Math Support (303)			5	32
Period 1 - Q4	Math Support (303)		10	4	32
	T	otal	10	9	
Period 6	Integrated Math 1 (307)		27	26	32

Period 4	Integrated Math 1 (307)	27	24	32
Period 5	Integrated Math 1 (307)	27	28	32
Period 2	Integrated Math 1 (307)	29	25	32
	Total	110	103	
Period 6	Integrated Math 2 (308)	25	24	32
Period 3	Integrated Math 2 (308)	21	25	32
Period 1 -	Integrated Math 2 (308)	20	15	32
Period 5	Integrated Math 2 (308)	24	25	32
Period 2	Integrated Math 2 (308)	25	24	28
	Total	115	113	
Period 5	Integrated Math 3 (309)	31	30	32
Period 2	Integrated Math 3 (309)	29	26	32
Period 3	Integrated Math 3 (309)	31	29	32
	Total	91	85	
Period 3	(H) Integrated Math 3 (314)	25	24	32
Period 4	(H) Integrated Math 3 (314)	19	17	32
	Total	44	41	
Period 6	Pre Calculus (315)	19	19	32
Period 4	Pre Calculus (315)	16	17	32
	Total	35	36	
Period 7	(H) Integrated Math 2 (317)	18	14	32
Period 2	(H) Integrated Math 2 (317)	18	17	32
	Total	36	31	
Period 2	Probability & Statistics (319)	18	17	32
	Total	18	17	
Period 7	AP Calculus A/B (320)	20	19	32
Period 4	AP Calculus A/B (320)	23	21	32

	Total	43	40	
Period 5	AP Statistics (321)	15	13	32
	Total	15	13	
Period 7	AP Calculus B/C (322)	9	9	32
	Total	9	9	
Period 2	Anatomy/Physiology (350)	27	24	32
Period 4	Anatomy/Physiology (350)	27	24	32
	Total	54	48	
Period 5	Biology (355)	28	27	25
Period 3	Biology (355)	23	23	25
Period 7	Biology (355)	26	27	25
Period 4	Biology (355)	27	26	25
Period 6	Biology (355)	25	22	25
	Total	129	125	
Period 2	AP Envi. Sci. (358)	31	31	32
	Total	31	31	
Period 7	Chemistry (360)	28	26	32
Period 3	Chemistry (360)	28	26	32
	Total	56	52	
Period 5	(H) Chemistry 1 (361)	27	25	32
	Total	27	25	
Period 7	Earth & Space Systems (365)	22	20	25
Period 6	Earth & Space Systems (365)	20	20	25
Period 2	Earth & Space Systems (365)	17	18	25
Period 3	Earth & Space Systems (365)	19	19	25
	Total	78	77	
Period 7	Physics (370)	25	28	32
Period 2	Physics (370)	21	18	32

Period 5	Physics (370)	23	21	32
Period 6	Physics (370)	24	24	32
	Total	93	91	
Period 3	AP Computer Science A (374)	16	12	32
	Total	16	12	
Period 4	Fundamentals of Success (398)	20	23	32
	Total	20	23	
Period 3	P.E. Core 9 (402)	34	30	47
Period 6	P.E. Core 9 (402)	30	29	47
Period 2	P.E. Core 9 (402)	28	28	47
Period 7	P.E. Core 9 (402)	45	47	47
	Total	137	134	47
Period 1 -	P.E. Core 10-12 (406)	43	41	47
Period 7	P.E. Core 10-12 (406)	38	44	47
Period 4	P.E. Core 10-12 (406)	41	36	47
	Total	122	121	
Period 3	P.E. Strength Training 1 (410)	19	18	42
Period 5	P.E. Strength Training 1 (410)	17	20	42
	Total	36	38	
Period 3	P.E. Strength Training 2 (411)	6	8	42
Period 5	P.E. Strength Training 2 (411)	15	15	42
	Total	21	23	
Period 2	Inclusion (434)	5	5	20
	Total	5	5	
Period 3	Inclusion - PE (435)	5	5	20
	Total	5	5	
Period 5	Functional Academics (436)	5	5	20
Period 4	Functional Academics (436)	5	5	20

	Total	10	10	
Period 7	Life Skills (437)	5	5	20
	Total	5	5	
Period 6	Com. Based Instruction (438)	5	5	20
	Total	5	5	
Period 1 -	Independent Productive Study (475)	26	25	32
	Total	26	25	
Period 5	French 1 (500)	24	22	32
	Total	24	22	
Period 7	French 2 (502)	14	13	32
	Total	14	13	
Period 3	French 3 (503)	17	16	32
	Total	17	16	
Period 3	AP French Lang. and Culture (506)	2	2	32
	Total	2	2	
Period 4	Spanish 1 (510)	25	24	32
Period 5	Spanish 1 (510)	26	27	32
Period 6	Spanish 1 (510)	21	19	32
Period 1 -	Spanish 1 (510)	15	17	32
	Total	87	87	
Period 2	Spanish 2 (512)	23	22	32
Period 4	Spanish 2 (512)	22	23	32
Period 5	Spanish 2 (512)	21	20	32
Period 7	Spanish 2 (512)	19	17	32
Period 3	Spanish 2 (512)	21	22	32
	Total	106	104	
Period 6	Spanish 3 (513)	28	24	32
Period 3	Spanish 3 (513)	14	13	32

Period 1 -	Spanish 3 (513)	21	22	32
	Total	63	59	
Period 6	Spanish 4 (514)	2	2	32
	Total	2	2	
Period 6	AP Spanish (515)	10	10	32
	Total	10	10	
Period 1 -	Leadership (524)	28	28	32
	Total	28	28	
Period 1 -	March/Concert Band (530)	47	45	70
	Total	47	45	
Period 2	Guitar (531)	10	8	32
	Total	10	8	
Period 7	Orchestra (535)	17	17	50
	Total	17	17	
Period 6	AP Studio Art and 2D Design (543)	3	3	32
Period 2	AP Studio Art and 2D Design (543)	2	2	32
Period 4	AP Studio Art and 2D Design (543)	1	1	32
	Total	6	6	
Period 4	Drawing & Painting (544)	20	18	32
	Total	20	18	
Period 6	2D Design (549)	25	24	32
Period 2	2D Design (549)	21	18	32
	Total	46	42	
Period 6	AP Studio Art: 2D Des/Photo (551)	1	1	32
	Total	1	1	
Period 6	Advanced 2D Design (553)	1	1	32
Period 2	Advanced 2D Design (553)	2	3	32
	Total	3	4	

Period 3	Advanced 3D Design (554)	0	0	32
Period 5	Advanced 3D Design (554)	2	2	32
	Total	2	2	
Period 6	SAS 11-12 (556)	17	14	32
Period 1 -				
Q2,Period 1 -	SAS 11-12 (556)	15	12	32
	Total	32	26	
Period 4	SAS 9 (557)	15	17	32
Period 1 - Q2,Peri	od SAS 9 (557)	14	17	32
	Total	29	24	
Period 5	SAS 10 (558)	12	11	32
Period 5	SAS 10 (558)	2	3	32
Period 1 -	SAS 10 (558)	13	11	32
	Total	27	25	
Period 4	Advanced Drawing and Painting (55)	1	2	32
	Total	1	2	
Period 4	Drama (560)	13	12	32
	Total	13	12	
Period 4	Advanced Drama (561)	9	8	32
	Total	9	8	
Period 8C	Play Production (564)	0	0	32
	Total	0	0	
Period 2	AP 3D Art and Design (571)	1	1	32
	Total	1	1	
Period 6	SAS 11 (573)	5	4	32
Period 1 -	SAS 11 (573)		4	32
	Total	5	8	
Period 2	Culinary 1: Intro. to Culinary (637)	21	20	24

Period 4	Culinary 1: Intro. to Culinary (637)	20	19	24
Period 6	Culinary 1: Intro. to Culinary (637)	24	22	24
	Total	65	61	
Period 5	Culinary IV (649)		3	32
	Total		3	
Period 5	Culinary 3: Entrep. & Global C (639)	10		
	Total	10		
Period 3	3D Design (720)	18	18	24
Period 5	3D Design (720)	20	18	24
	Total	38	36	
Period 6	Art P12A: Digital Photo I (768)	0		
	Total	0		
Period 7	Culinary 1B: Fund of Baking (780)	20	22	24
	Total	20	22	
Period 5	Healthcare Occupations (781)	26	29	32
Period 7	Healthcare Occupations (781)	23	26	32
	Total	49	55	
Period 6	Therapeutic Services (782)	23	22	24
	Total	23	22	
Period 3	HOSP 78/83: Baking Techniques (783)		24	
	Total		16	
Period 5	Photo 1 (797)	19	16	24
Period 7	Photo 1 (797)	18	19	24
	Total	37	35	
Period 6	Photo 2 (798)	10	11	24
	Total	10	11	
Period 3	HOSP 23 Culinary Prof Cooking (80	16		24
	Total	16		

Period 2	AVID 2 and 12 (812)		5	6	32
1 01100 2	71 11 2 and 12 (012)	Total	5	6	32
Period 4	English 11-12 (842)		8	8	32
		Total	8	8	
Period 2	Math 9-12 (845)		4	4	32
		Total	4	4	
Period 1 -	Spec. Acad. Support (890)		9	9	32
		Total	9	9	
Period 2	Personal Management (898)		6	5	32
		Total	6	5	
Special Day	Transition (899)		5	5	32
Special Day	Transition (899)		5	5	32
		Total	10	10	
Period 4	ESL (900)		15	14	32
		Total	15	14	
Period 6	Open Period (996)		0	0	400
Period 7	Open Period (996)		65	63	400
		Total	65	63	

2020-21 Pacific Grove Community High School Enrollment				
Period	Course	Student Numbers 10/2/20	Student Numbers 1/21/21	Class Capacity
CHS HmRm A & B	CHS Homeroom AM /PM(7001)	19	19	32
	Total	19	19	<del> </del>
English A	English 1 (7101)	2	3	32
	Total	2	3	
English B	English 2 (7102)	5	4	32
,,	Total	5	4	
English A	English 3 (7103)	4	4	32
71 -	Total	4	4	-
English B	English 4 (7104)	6	5	32
anguar a	Total	6	5	
Math A	Integrated Math 1 (7160)	1	1	32
11144111111	Total	1	1 1	
Math A	Geometry (7165)	0	0	32
IVIAUII 7 L	Total	0	0	<u> </u>
Math A	Algebra 1 (7200)	2	1	32
Iviatii A	Total	2	1	32
Math B	Integrated Math 2 (7210)	2	1	32
Mail D	Total	2	1	32
Math B	Pre-Algebra (7215)	4	0	32
Mail B	Total	4	0	32
Q - : A		1	· ·	22
Science A	Life Science (7250)	1	4	32
C . D	Total	1	4	22
Science B	Physical Science (7300)	0	6	32
~	Total	0	6	
Social Science C	Geography (7350)	3	2	32
	Total	3	2	
Social Science A	World History (7400)	5	7	32
	Total	5	7	
Social Science B	U.S. History (7450)	7	4	32
	Total	7	4	
Social Science A	Government (7500)	3	4	32
	Total	3	4	
Social Science D	Economics (7550)	6	3	32

		2020-21 Pacific Grove		Student Numbers	
Period	Course		Student Numbers 10/2/20	1/21/21	Class Capacity
		Total	6	3	
PE	P.E. (7600)		2	2	32
	P.E. (7600)		2	2	
		Total	4	4	32
Computers	Computer Arts (7650)		4	6	32
		Total	4	6	
Fine Arts	Fine Arts A (7701)		0	0	32
	Fine Arts B (7702)		0	0	32
		Total	0	0	
Vocational Education	Vocational Ed (7750)		11	5	32
		Total	11	5	
Health	Health (7800)		8	7	32
		Total	8	7	
Elective A	Elective T1 (7851)		2	0	32
·		Total	2	0	
Elective B	Elective T2 (7852)		8	7	32
		Total	8	7	

⊠Student Learning and Achievement	$\Box$ Consent				
⊠Health and Safety of Students and Schools	☐ Action/Discussion				
	⊠Information/Discussion				
⊠Fiscal Solvency, Accountability and Integrity	☐Public Hearing				
SUBJECT: Future Agenda Items					
<b>DATE:</b> April 1, 2021					
PERSON(S) RESPONSIBLE: 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.

#### **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 April 1, 2021 Regular Board Meeting:

- Added February 18, 2021: Board requested final review of Governance Handbook (Spring 2021)
- Added February 18, 2021: Board requested a review of grading policies (Spring 2021)
- Added February 18, 2021: A member of the public requested a discussion to explore realignment of 6th graders to the elementary level (Spring 2021)
- Board requested a renewed discussion about District solar panels (May 20, 2021)
- Added February 4, 2021: Return of affordable housing at a later date when more information becomes available (Fall 2021)
- Added March 4, 2021: A Board member requested a study about making ethnic studies a graduation requirement
- Added March 18, 2021: Return of Foreign Language Program (Fall 2021)