

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, OCTOBER 26, 2023**

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

DATE: October 26, 2023

TIME: 4:00 Robert Down Elementary School Measure D Site Visit
5:30 p.m. Closed Session
6:30 p.m. Open Session

Trustees
Carolyn Swanson, President
Jennifer McNary, Clerk
Dr. Elliott Hazen
Laura Ottmar
Brian Swanson
Dayci Dishny/Dario Dimaggio, Student Representatives

LOCATION: IN PERSON

Robert Down Elementary School (4:00- 5:00 p.m.)
485 Pine Avenue
Pacific Grove, CA 93950

Pacific Grove Unified School District Office (5:30 p.m. – duration of meeting)
435 Hillcrest Avenue
Pacific Grove, CA 93950

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/83351027988?pwd=UTISMmtlejFaZkNlBWx4Yy84THV3dz09>

Meeting ID: 833 5102 7988

Passcode: 078167

One tap mobile +13017158592,,87820869443#,,,,*585985# US (Washington DC)

+13092053325,,87820869443#,,,,*585985# US

Find your local number: <https://pgusd.zoom.us/j/83351027988?pwd=UTISMmtlejFaZkNlBWx4Yy84THV3dz09>

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Land Acknowledgement

Good evening. As we begin this meeting, it's important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen people** and additionally pay respect to elders both past and present.

C. Roll Call

D. Adoption of Agenda

• Public Comment:

• Move: _____ Second: _____ Vote: _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, OCTOBER 26, 2023**

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Conference With Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1))
In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation, U.S.D.C., Northern District Cal., Case No. 3:19-md-02913 and *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, Superior Court of California, County of Los Angeles
5. Conference With Labor Negotiators
Agency Negotiators: Board President, Board Clerk, and Legal Counsel
Unrepresented Person: Superintendent Finalist
Government Code section 54954.5 Subdivision (e)

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Conference With Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1))
In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation, U.S.D.C., Northern District Cal., Case No. 3:19-md-02913 and *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, Superior Court of California, County of Los Angeles

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- 5. Conference With Labor Negotiators
Agency Negotiators: Board President, Board Clerk, and Legal Counsel
Unrepresented Person: Superintendent Finalist
Government Code section 54954.5 Subdivision (e)

B. Pledge of Allegiance

IV. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Interim Superintendent Report

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

*Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board will also take public comment on each specific action item prior to Board action on each item. **Any individual wishing to comment on a specific item on the current agenda are kindly asked to wait till that item is being discussed.** The Board will allow a reasonable amount of time for public comment on each agenda item not to exceed 3 minutes per speaker and no more than 20 minutes per agenda item, pursuant to Board Policy 9323. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever comes first. 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.*

- A. PGUSD Staff Comments (Non-Agenda Items)
- B. Community Members (Non-Agenda Items)

VI. INFORMATION/DISCUSSION

- A. Sandy Hook Promise (SHP) See Something Say Something Anonymous Reporting Tool 8
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends the Board review and consider the following information as presented by Sandy Hook Promise (SHP).
 - Public Comment:
 - Direction: _____

VII. CONSENT AGENDA

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

- A. Minutes of October 2, 2023 Special Board Meeting 16
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- B. Minutes of October 5, 2023 Board Meeting 18
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.

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- C. Minutes of October 10, 2023 Special Board Meeting 25
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- D. Minutes of October 12, 2023 Special Board Meeting 27
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- E. Minutes of October 19, 2023 Special Board Meeting 29
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- F. Personnel Report 31
Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends that the Board review and approve the Personnel Report.
- G. Cash Receipts #6 34
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts #6.
- H. Revolving Cash Report #3 36
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends the Board review and approve the Revolving Cash report #3.
- I. Out of County or Overnight Activities 38
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the Out of County or Overnight Activities requests.
- J. Acceptance of Donations 42
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and accept the donations.
- K. Warrant Schedule 660 43
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the Warrant schedule 660.
- L. Contract for Services for Bratwurst USA 45
Recommendation: (Abbie Arbrun, Forest Grove Elementary School Principal) The District Administration recommends the Board review and approve to contract for services with Bratwurst USA

- Public Comment:
- Move: _____ Second: _____ Vote: _____

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VIII. ACTION/DISCUSSION

- A. Resolution No. 1116 for the Issuance and Sale of Election of 2020, Series B, General Obligation Bonds 51
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends the Board review and approve Resolution No. 1116 which will allow the District to issue its second series of General Obligation Bonds authorized by voters in 2020 under Measure D.
- Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
President Swanson __ Clerk McNary __ Dr. Hazen __ Trustee Ottmar __ Trustee B. Swanson __
- B. Budget Revision #1 FY 2023-24 197
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve these proposed budget revisions for 2023-24.
- Public Comment:
 - Move: _____ Second: _____ Vote: _____
- C. Consulting Agreement with the Black Leaders and Allies Collaborative (BLAAC) 218
Recommendation: (Joshua Jorn, Interim Superintendent) The district administration recommends that the Board review the attached consulting agreement between Pacific Grove Unified School District (PGUSD) and Black Leaders and Allies Collaborative (BLAAC).
- Public Comment:
 - Move: _____ Second: _____ Vote: _____
- D. Board Calendar/Future Meetings 232
Recommendation: (Joshua Jorn, Interim 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.
- Public Comment:
 - Move: _____ Second: _____ Vote: _____

IX. INFORMATION/DISCUSSION continued

- B. Presentation on Potential Measure D Bond Extension 237
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends the Board review and consider the following information as presented by Dale Scott and Company (DS&C).
- Public Comment:
 - Direction: _____

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- C. Complaint Concerning Instructional Materials 251
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review the attached information related to a parent objection to specific instructional material.
- Public Comment:
 - Direction: _____
- D. Pacific Grove High School Course Catalog for the 2024-2025 School Year 256
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review the 2024-2025 course catalog for Pacific Grove High School.
- Public Comment:
 - Direction: _____
- E. 2023-2024 Strategic Plan Implementation Update 312
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review the attached information related to the 2023-24 Strategic Plan Implementation.
- Public Comment:
 - Direction: _____
- F. 2023 State Testing Results 328
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board receive the following information about the 2023 state testing results for Pacific Grove Unified School District.
- Public Comment:
 - Direction: _____

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G. Future Agenda Items

358

Recommendation: (Joshua Jorn, Interim 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 April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added May 4, 2023: Equine Healing Collaborative (November 16, 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (December 2023)
- Added September 7, 2023: Board Cultural Proficiency Training
- Added September 21, 2023: Board self-evaluation
- Added September 21, 2023: Common school year calendar with surrounding Districts
- Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
- Added September 21, 2023: Staff support for combating incidents of racism (Ongoing)
- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (November 2023)
- Added September 28, 2023: Board Governance
- Added October 5, 2023: Racism zero tolerance policy

- Public Comment:
- Direction: _____

X. ADJOURNMENT

Next regular Board meeting will be held on Thursday, November 2, 2023

- | | |
|---|--|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Sandy Hook Promise (SHP) See Something Say Something Anonymous Reporting Tool

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and consider the following information as presented by Sandy Hook Promise (SHP).

BACKGROUND:

Sandy Hook Promise (SHP) is a national nonprofit organization with a mission to end school shootings and create a culture change that prevents violence and other harmful acts that hurt students.

Through its life-saving, evidence-informed Know the Signs prevention programs, SHP educates and empowers youth and adults to recognize, intervene, and get help for individuals who may be in need of social emotional (SEL) support associated with incidents of bias and mental health concerns.

The anonymous reporting tool developed by SHP would allow for students on our campuses to report incidents of bias, bullying, and other signs of at-risk behavior without the fear of retribution from peer groups.

INFORMATION:

SHP Anonymous Reporting Tool is Nationally recognized to:
 Educate youth and adults to recognize warning signs of at-risk individuals
 Provide a comprehensive 24/7/365 anonymous reporting platform so tips can be submitted and responded to via mobile app, website, and telephone hotline

Provide 24/7/365 Crisis Center support by our team of highly-skilled, multilingual Crisis Counselors who triage, categorize, and deliver tips to school personnel and/or 911

Dispatch teams

Feature a dedicated team of account managers and onboarding specialists who manage and sustain the program, ensuring acceptance and use by youth and adults

Provide student club set-up and all awareness materials for in-school activities and placement

Use a tip-management platform developed by industry's most comprehensive, secure, trusted, and confidential tip management system

FISCAL IMPACT:

TBD

SAY SOMETHING™

ANONYMOUS REPORTING SYSTEM



Sandy Hook
PROMISE

What is the PROBLEM?

Each year in schools and communities across the United States, there are millions of youth who hurt themselves or others through verbal, physical and digital means.

These behaviors can cause youth to experience emotional trauma and physical injury, mental health or wellness issues, stress or anxiety, and/or feelings of being unsafe.

Too often the outcome results in self-harm, suicide, and homicide.

THE FACTS

In a majority of these acts, youth and adults are witness to threats, warning signs or signals, especially on social media, but do nothing to intervene to help the at-risk youth. **In fact:**

- Over **1 million students** reported being harassed, threatened or subject to other forms of cyberbullying (www.nveee.org/statistics/, 2016)
- **80% of school shooters** told someone of their violent plans. 59% told more than one person (Vossekuil, B., et al., 2002)
- A national study found that **37% of threats** of violence, bullying, etc. were sent electronically and 28% used social media (Trump, K., 2015)

THE REASONS

There are many reasons why youth and adults do not *Say Something* when they see a warning sign or signal. **They do not:**

- Understand or know how to recognize warning signs and signals of at-risk behavior
- Believe a threat to be true because “they would never say it publicly if they meant it”
- Want to be labeled, stigmatized and/or possibly physically threatened as a “snitch”
- Know who to tell or “believe that nothing will be done to help anyhow”
- Think they need to because someone else will say something

What is THE SOLUTION?

The *Say Something* Anonymous Reporting System (SS-ARS) teaches youth and adults how to recognize warning signs and signals, especially within social media, of individuals who may be a threat to themselves or others and *Say Something*, using our anonymous reporting system, **BEFORE** it is too late.

The SS-ARS Program Teaches

- How to recognize the signs and signals of at-risk behaviors — especially within social media
- How to take every sign and signal seriously and act quickly to get help by talking to a trusted adult, calling 911, or using an anonymous reporting system
- How to anonymously report to SS-ARS 24/7/365 Crisis Center via mobile app, website, or telephone hotline
- How to respond to and manage tips within the SS-ARS tip-management system
- How to sustain the program through our robust suite of activities, lesson plans, and call-to-action weeks, with help from our account management team

The SS-ARS Program

- Provides an app, website and 24/7/365 telephone hotline for youth and adults to submit anonymous tips
- Is supported by a 24/7/365 National Crisis Center
- Employs a team of highly-skilled, multilingual Crisis Counselors, trained in suicide and crisis management, who receive and triage tips
- Uses a proven process to triage all tips into "Life Safety" or "Non-Life Safety," for instant routing and prioritization by school officials and/or 911 Dispatch, via text, email, and phone calls
- Provides set-up and training of ALL students, school personnel, and 911 Dispatch

How the

SAYSOMETHING™

Works

ANONYMOUS REPORTING SYSTEM

STEP 1

SUBMIT AN ANONYMOUS TIP



Call the tipline:
1-844-5-SAYNOW



Use the Website:
www.saysomething.net



Use the Mobile App:
Available for Apple and Android devices

STEP 2

ALL CALLS AND TIPS SENT TO A 24/7/365 MULTILINGUAL CRISIS CENTER

1

A Crisis counselor receives and reviews tip information

2

The tip is triaged and categorized as either Life Safety or Non-Life Safety

3

The tip is then sent to school officials and/or 911 Dispatch (as needed) via text, email and phone call within moments of being received

STEP 3

SCHOOL OFFICIALS AND/OR 911 DISPATCH INTERVENE AND GET HELP FOR INDIVIDUALS

1

School officials and 911 Dispatch (as needed) act immediately to investigate, assess, and intervene/provide support to reported at-risk individuals

2

The at-risk individual receives the help he or she needs BEFORE they ever get to the point of hurting themselves or others

3

School officials report their outcomes into the SS-ARS platform and close out the tip, ensuring accountability for every tip submitted

How is the program DELIVERED & SUSTAINED?

SS-ARS is sustained through our:

- Annual refresher trainings for students, along with annual call-to-action weeks
- Students Against Violence Everywhere (SAVE) Promise Clubs that reinforce program themes and empower students to carry them forward and keep awareness high within district schools
- Dedicated SS-ARS Sustainability Team that provides ongoing support, adult trainings, professional development opportunities, newsletters featuring best practices, and more
- In-school awareness materials — posters, floor stickers, table tops, etc., to gently remind students of the app, website and 24/7/365 telephone hotline

SS-ARS is delivered through our:

- Team of certified trainers who will train students, school personnel, and 911 Dispatch
- Interactive training video and support curriculum and resources available through the Sandy Hook Promise Digital Learning Center

why
SS-ARS
WILL BE
successful...

BECAUSE IT IS THE ONLY NATIONAL ANONYMOUS REPORTING SYSTEM TO...

- 1** Educate youth and adults to recognize warning signs of at-risk individuals
- 2** Provide a comprehensive 24/7/365 anonymous reporting platform so tips can be submitted and responded to via mobile app, website, and telephone hotline
- 3** Provide 24/7/365 Crisis Center support by our team of highly-skilled, multilingual Crisis Counselors who triage, categorize, and deliver tips to school personnel and/or 911 Dispatch teams

- 4** Feature a dedicated team of account managers and onboarding specialists who manage and sustain the program, ensuring acceptance and use by youth and adults
- 5** Provide student club set-up and all awareness materials for in-school activities and placement
- 6** Use a tip-management platform developed by industry's most comprehensive, secure, trusted, and confidential tip management system

About Sandy Hook Promise

Sandy Hook Promise (SHP) is a national nonprofit organization with a mission to end school shootings and create a culture change that prevents violence and other harmful acts that hurt children. Through its life-saving, evidence-informed Know the Signs prevention programs, SHP educates and empowers youth and adults to recognize, intervene, and get help for individuals who may be socially isolated and/or at risk of hurting themselves or others. SHP is a moderate, bipartisan organization that supports sensible policy solutions that address the human side of gun violence and make schools safer. SHP is led by several family members whose loved ones were killed in the tragic mass shooting at Sandy Hook Elementary School on December 14, 2012.

For more information about Sandy Hook Promise and our *Know the Signs* program, please visit www.sandyhookpromise.org.



Sandy Hook
PROMISE

Gun violence is preventable when you Know the Signs.

Learn how and stop it before it starts.

Regular Meeting of October 26, 2023

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of October 2, 2023 – District Office

I. OPENED BUSINESS

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

B. Land Acknowledgement
Good evening. As we begin this meeting, it’s important to pay respect to and acknowledge that we are on the traditional land of the Ohlone, Costanoan & Esselen people and additionally pay respect to elders both past and present.

C. Roll Call
Trustee(s) Present: President Carolyn Swanson (CS)
Clerk Jennifer McNary (JM)
Dr. Elliott Hazen (EH)
Trustee Laura Ottmar (LO)
Trustee(s) Virtual At Alternate Location: Trustee Brian Swanson (BS)
Trustee(s) Absent: N/A
Board Recorder: Mandi Ackerman

D. Adopted Agenda

Public Comment:
None

MOTION CS/BS to adopt agenda as presented
Motion CARRIED by vote 5 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Public Employee Appointment / Discussion, Position: Superintendent (Government Code Section 54957)

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:31 p.m.

III. RECONVENED IN OPEN SESSION 8:27 p.m.

A. Reported action taken in Closed Session:

1. Public Employee Appointment / Discussion, Position: Superintendent (Government Code Section 54957)

The Board discussed this item.

IV. ADJOURNED

8:27 p.m.

Approved and submitted:

Interim Superintendent Joshua Jorn
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of October 5, 2023 – District Office

I. OPENED BUSINESS

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

B. Land Acknowledgement
Good evening. As we begin this meeting, it’s important to pay respect to and acknowledge that we are on the traditional land of the Ohlone, Costanoan & Esselen people and additionally pay respect to elders both past and present.

C. Roll Call

Trustee(s) Present:	President Carolyn Swanson (CS) Clerk Jennifer McNary (JM) Dr. Elliott Hazen (EH) Trustee Laura Ottmar (LO) Trustee Brian Swanson (BS)
Trustee(s) Virtual At Alternate Location:	N/A
Trustee(s) Absent:	N/A
Administration Present:	Interim Superintendent Jorn
Board Recorder:	Mandi Ackerman
Student Representative:	N/A

D. Adopted Agenda

Changes to the agenda include revised Consent Item B Minutes of September 21, 2023, updated Board comments.

JM noted closed session item #4 code section does not seem accurate, requires more specificity, felt the Board could not talk about the item since the sub section does not appear on the agenda.

Attorney Lou Lozano responded regarding Brown Act, noted correct sub division reference that should have been noted, offered the District options to defer to the next meeting or continue to discuss item in closed session.

The Board discussed this issue briefly.

Public Comment:
Executive Assistant Mandi Ackerman apologized for the clerical error on the agenda.

MOTION JM/CS to adopt agenda as amended
Motion CARRIED by vote 3 – 2
JM and CS voted against adopting agenda

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Conference With Legal Counsel- Potential Litigation [Government Code § 54956.9]

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:47 p.m.

III. RECONVENED IN OPEN SESSION 6:31 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.

The Board received information.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.

The Board received information.

3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

The Board received information.

4. Conference With Legal Counsel- Potential Litigation [Government Code § 54956.9]

The Board received information.

B. Pledge of Allegiance lead by Trustee Hazen

IV. COMMUNICATIONS

A. Written Communication

JM reported the following:

- Staff support regarding racism and bullying
- Superintendent search
- Mayor proclamation on banned book week
- Online training

LO reported the following:

- Question when to make a public comment

CS reported the following:

- Kudos to the District Office staff
- Blocked websites
- 2x anonymous letters to the Board
- Media request from Monterey County Weekly
- Shade structure and lunch at Forest Grove Elementary School
- Staff member support
- Pacific Grove High School track
- Prop 28 and music aids
- Help from member of the public
- 3x student matters
- 3x local agencies that can provide training on racism
- Superintendent search
- Curriculum
- Local entities race relations and intergroup kindness and acceptance
- Banned books proclamation

B. Board Member Comments

EH responded to concerns raised at last week's Board meeting, acknowledged racism is deeply rooted, is committed to finding solutions and making the district better, noted racism and bigotry have no home in our District; shared comments regarding Board governance, there is no power as a single Board member, emphasized the best path forward is to come together and collaborate.

JM noted the Pacific Grove Middle School Speak Up We Care mental health campaign, said she was dazzled, happy to see a proactive approach to reach students and families, appreciated efforts being made and creating safe space for all students.

LO seconded EH remarks.

BS agreed with EH remarks, how do we create community, bring everyone together, how do we do speak as often as possible with one voice as a Board.

CS noted Pacific Grove Middle School Speak Up We Care, impressed by mental health efforts; Forest Grove Elementary School lunch opportunity to eat out outdoor, asked that messaging be sent to families to communicate that students can eat outdoors.

C. Interim Superintendent Report

Interim Superintendent Jorn updated the Board on: School Safety Survey, Threat and Risk assessment, around 100 families responded; National School Public Relations Association NSPRA Update – the survey is still being circulated to staff and community; The Carmel authors and ideas festival was attended on 9/22 by the entire seventh grade class and 165 7th grade students wrote thank you letters in response to their experience; noted the District remains committed to encouraging learning, in and out of the classroom, which includes a dedicated focus on empathy, healing and inclusivity, must do more to recognize and remove racism, intolerance and bias from our schools, noted Administrators began a 5-part series focused on Bias Incident Response, noted the District will continue to inform the public as it develops and implements training programs and systems.

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

A. PGUSD Staff Comments (Non Agenda Items)

Heather Zunguze noted the recent press conference at Robert Down Elementary School, expressed disappointment in the lack of presence and response by the District and leadership to the events; shared personal and traumatic experiences of racism within the District and community.

B. Community Members (Non-Agenda Items)

Alexis Robert spoke in support of Valerie Anthony, said the harm her children felt was real, spoke of racism in the schools.

Crystal Gaudette spoke of personal experience of racism and injustice in community, said people of Pacific Grove are not immune to acts of racism and injustice, said the District needs clear commitment to eradicate racism.

Mike Gibbs applied for the Superintendent position, does not believe Pacific Grove is a racist town, believes all parents want to trust their schools, read a quote.

Mike Wax wants progressive ideals for children, rebuttal of previous comments, spoke of people discounting other’s experiences, trauma of racism.

VI. CONSENT AGENDA

- A. Minutes of September 14, 2023 Special Board Meeting
- B. Minutes of September 21, 2023 Board Meeting
- C. Personnel Report
- D. Cash Receipts #5
- E. Out of County or Overnight Activities
- F. Acceptance of Donations
- G. Contract for Services Between Robert H. Down Elementary PTA and Miss Party Mama
- H. Contract for Services Between Robert H. Down Elementary School PTA and Poptopia
- I. Contract for Services with Nor Cal Bats with Forest Grove and Robert H. Down Elementary 2nd Graders
- J. Contract for Services between Robert H. Down Elementary PTA and For the Gram Photo Booth
- K. Contract for Services Between Robert H. Down Elementary School PTA and MM Jumpers and Party Rentals
- L. Contract for Services with Gavin Hunter- Lifeguard 2023
- M. Contract for Services with Kona Ice of Monterey and Salinas

Public Comment:

None

MOTION JM/LO to approve the consent agenda as presented
 Motion CARRIED by vote 5 – 0

VII. ACTION/DISCUSSION

- A. Resolution #1115 Proclaiming “Week of the School Administrator”

Director II Human Resources Claudia Arellano presented information to the Board.

Public Comment:

None

MOTION EH/LO to adopt Resolution #1115 proclaiming “Week of the School Administrator”
 Motion CARRIED by roll call vote 5 – 0

- B. Contract for Services with Qualtrics

Interim Superintendent Joshua Jorn presented information to the Board, associated to support the District with data collection in the following areas- recruitment, retention, building LCAP public facing dashboard, performing a district climate survey, community relations survey and dashboard, professional development dashboard and employee experience dashboard; a lot of data to compiled and shared with the public.

Public Comment:

Mike Wax asked what the objectives and key results are and what they are trying to solicit.

MOTION CS/JM to approve the contract for services with Qualtrics
 Motion CARRIED by 5 – 0

C. Board Calendar/Future Meetings

The Board discussed scheduling a special Board meeting for Board governance and Board self-evaluation, will schedule offline.

Public Comment:

None

MOTION EH/CS to approve the Board Calendar/Future Meetings including the January through June 2024 Board Calendar.

Motion CARRIED by 5 – 0

VIII. INFORMATION/DISCUSSION

A. Staff Support for Incidents of Racism and Bullying

Interim Superintendent Joshua Jorn introduced Director of Curriculum and Special Projects Buck Roggeman who provided presentation of the 5-part series.

The Board discussed this item.

Public Comment:

The following speakers shared personal experiences of racism/support, encouraged the District to work with community partners that have experience with racism and racial trauma, encouraged the District to establish protocol and reporting systems for teachers and staff:

- Mel Mason
- Brandy Trujillo Rivera
- Mrs. Angelise
- Robin Pelc
- Derek Williams
- Kari Serpa
- Laverne Bakker Leyva
- Christina Luciano
- Fred Jealous
- Elena Loomis
- Bruce Done
- Al Shoates
- Tanya
- Mike Wax
- Lyndon Tarver

The Board discussed this item, asked questions, expressed concerns regarding existing information item, expressed appreciation for all the community input.

Interim Superintendent Joshua Jorn and Director or Curriculum and Special Projects Buck Roggeman participated in the Board discussion and provided additional information.

The majority of the Board directed Administration to pause moving forward on the item and meet with community partners and look at retooling and repackaging the item.

MOTION CS/EH to extend the meeting until 10:15 p.m.
Motion CARRIED by 5 – 0

B. Future Agenda Items

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added May 4, 2023: Equine Healing Collaborative (November 16, 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (December 2023)
- Added September 7, 2023: Board Cultural Proficiency Training
- Added September 21, 2023: Board self-evaluation
- Added September 21, 2023: Common school year calendar with surrounding Districts
- Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
- Added September 21, 2023: Reporting incidents of racism and bullying (October 26, 2023)
- Added September 25, 2023: Cultural Proficiency Strategic Plan (October 26, 2023)
- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (October 26, 2023)
- Added September 28, 2023: Board Governance

JM asked if racism zero-tolerance policy should be a future agenda item or policy committee. Interim Superintendent Joshua Jorn confirmed to be added to the policy committee meeting.

Public Comment:
None

IX. ADJOURNED

10:03 p.m.

Approved and submitted:

Interim Superintendent Joshua Jorn
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of October 10, 2023 – Meals on Wheels

I. OPENED BUSINESS

A. Called to Order 8:45 a.m.

B. Land Acknowledgement

Good evening. As we begin this meeting, it’s important to pay respect to and acknowledge that we are on the traditional land of the Ohlone, Costanoan & Esselen people and additionally pay respect to elders both past and present.

C. Roll Call

Trustee(s) Present: President Carolyn Swanson (CS)
 Clerk Jennifer McNary (JM)
 Dr. Elliott Hazen (EH)
 Trustee Laura Ottmar (LO) arrived 8:49 a.m.
 Trustee(s) Virtual At Alternate Location: Trustee Brian Swanson (BS)
 Trustee(s) Absent: N/A

D. Adopted Agenda

Public Comment:
 None

MOTION JM/BS to adopt agenda as presented
 Motion CARRIED by vote 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Public Employee Appointment / Discussion, Position: Superintendent (Government Code Section 54957)

B. Public comment on Closed Session Topics

Community Member Mike Gibbs made a comment regarding the Superintendent position, read a passed from the Book of Joy.

C. Adjourned to Closed Session 8:52 a.m.

III. RECONVENED IN OPEN SESSION 5:50 p.m.

A. Reported action taken in Closed Session:

1. Public Employee Appointment / Discussion, Position: Superintendent (Government Code Section 54957)

The Board discussed this item.

IV. ADJOURNED

5:51 p.m.

Approved and submitted:

Interim Superintendent Joshua Jorn
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of October 12, 2023 – District Office

I. OPENED BUSINESS

A. Called to Order 5:31 p.m.

B. Land Acknowledgement

Good evening. As we begin this meeting, it’s important to pay respect to and acknowledge that we are on the traditional land of the Ohlone, Costanoan & Esselen people and additionally pay respect to elders both past and present.

C. Roll Call

Trustee(s) Present:	President Carolyn Swanson (CS) Clerk Jennifer McNary (JM) Dr. Elliott Hazen (EH) Trustee Laura Ottmar (LO)
Trustee(s) Virtual At Alternate Location:	Trustee Brian Swanson (BS)
Trustee(s) Absent:	N/A
Board Recorder:	Mandi Ackerman

D. Adopted Agenda

Public Comment:

None

MOTION BS/JM to adopt agenda as presented
 Motion CARRIED by vote 5 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Conference With Labor Negotiators
 Agency Negotiators: Board President, Board Clerk, and Legal Counsel
 Unrepresented Person: Superintendent Candidate
 Government Code section 54954.5 Subdivision (e)

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:34 p.m.

III. RECONVENED IN OPEN SESSION 6:31 p.m.

A. Reported action taken in Closed Session:

1. Conference With Labor Negotiators
 Agency Negotiators: Board President, Board Clerk, and Legal Counsel
 Unrepresented Person: Superintendent Candidate

Government Code section 54954.5 Subdivision (e)

The Board discussed parameters regarding the Superintendent finalist, Lou Lozano received direction.

IV. INFORMATION/DISCUSSION

A. Discussion and Scheduling Time To Introduce The Superintendent-Elect To The Community And Staff

CS read the following statement:

We have selected a finalist and we are beginning contract negotiations. We will be exploring, with our finalist, an opportunity to have a meeting to introduce them to the community in the very near future. As soon as we are able to confirm a date, we will post that on our website and communicate that to our broader community.

Concurrently, we have authorized the District's legal counsel to work with our finalist in developing an employment agreement within the parameters that the Board has provided. Barring unforeseen circumstances, we hope to have the contract on the regular board meeting agenda on October 26, 2023, for approval by the Board.

We are excited to have selected a Superintendent finalist.

Updates will be forthcoming and ongoing - one place to find updates is on the Superintendent Search tab on the PGUSD website.

We understand that this is a topic of great interest and importance to our community and we will continue to be as transparent as possible with this process.

V. ADJOURNED

6:38 p.m.

Approved and submitted:

Interim Superintendent Joshua Jorn
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of October 19, 2023 – District Office

I. OPENED BUSINESS

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

B. Land Acknowledgement
Good evening. As we begin this meeting, it’s important to pay respect to and acknowledge that we are on the traditional land of the Ohlone, Costanoan & Esselen people and additionally pay respect to elders both past and present.

C. Roll Call
Trustee(s) Present: President Carolyn Swanson (CS)
Clerk Jennifer McNary (JM)
Trustee Laura Ottmar (LO)
Trustee(s) Virtual At Alternate Location: Trustee Brian Swanson (BS)
Trustee(s) Absent: Dr. Elliott Hazen (EH)
Board Recorder: Mandi Ackerman

D. Adopted Agenda

Public Comment:
None

MOTION JM/LO to adopt agenda as presented
Motion CARRIED by vote 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Conference With Labor Negotiators
Agency Negotiators: Board President, Board Clerk, and Legal Counsel
Unrepresented Person: Superintendent Finalist
Government Code section 54954.5 Subdivision (e)

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:31 p.m.

III. RECONVENED IN OPEN SESSION 7:01 p.m.

A. Reported action taken in Closed Session:

1. Conference With Labor Negotiators
Agency Negotiators: Board President, Board Clerk, and Legal Counsel
Unrepresented Person: Superintendent Finalist
Government Code section 54954.5 Subdivision (e)

The Board discussed this item with legal counsel, direction was given, no action taken.

IV. ADJOURNED

7:02 p.m.

Approved and submitted:

Interim Superintendent Joshua Jorn
Secretary to the Board

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Personnel Report

DATE: October 18, 2023

PERSON(S) RESPONSIBLE: Claudia Arellano, Director II, Human Resources

RECOMMENDATION:

The District Administration recommends the Board of Trustees approve the Personnel Report as presented.

BACKGROUND:

The Personnel Report outlines appointments, leaves, resignations, retirements and releases as it relates to employees' employment status with the District.

Recruitment and selection procedures include dissemination of vacancy announcements to local and surrounding public agencies, community colleges and institutions of higher education as well as posting on the District's website.

INFORMATION:

Persons listed in the Personnel Report 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:

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 PERSONNEL REPORT – CERTIFICATED
 October 18, 2023

LEAVES OF ABSENCE

Name	Position	FTE	Site	Leave Type	Effective Dates
Beron, Diane	Preschool Teacher	1.0	PGAE	FMLA	9/25/23 - 11/06/23
Gray, Jeff	PE Teacher	1.0	FGE	FMLA	8/21/23 - 10/27/23
Homami, Erin	Preschool Teacher	1.0	PGAE	FMLA	10/23/23 - 12/4/23

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 PERSONNEL REPORT – CLASSIFIED
 October 18, 2023

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Waznis, Chelsea	Noon Duty	0.125	RHD	Prob	10/2/23
Waznis, Chelsea	Crossing Guard	0.325	RHD	Prob	10/2/23
Centenaro, Leticia	Instructional Assistant	0.375	PGAE	Prob	10/3/23
Machado, Paulo	Grounds Worker	1.0	MOT	Prob	10/2/23

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Ruiz, Jose	Adult Ed IT Tech	0.4	PGAE	Resignation	9/14/23

LEAVES OF ABSENCE

Name	Position	FTE	Site	Leave Type	Effective Dates
Gonsalvez, Jacob	IT Technician	1.0	PGHS	FMLA	9/17/23 - 11/1/23

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Cash Receipts Report #6

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Cash Receipts #6.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of from September 27, 2023 to October 10, 2023.

INFORMATION:

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

PGUSD
2023-24 BOARD REPORT # 6 Cash Receipts

September 27, 2023 - October 10, 2023

Date	Num	Name	Account	Amount
Sep 27 - Oct 10, 23				
09/27/2023	21985	RETIREE INSURANCE	RETIREE INSURANCE	21,985.00
09/28/2023	21986	MONTEREY BAY CHARTER SCHOOL	UTILITIES	4,239.59
09/29/2023	21987	RETIREE INSURANCE	RETIREE INSURANCE	1,150.00
10/02/2023	21988	PGMS	DONATION	20.00
10/02/2023	21989	Forest Grove Elementary	DONATION	150.00
10/02/2023	21990	RETIREE INSURANCE	RETIREE INSURANCE	321.00
10/02/2023	21991	MISC	Benefits	227.00
10/02/2023	21992	CAFETERIA	CC Processing Fees	-79.99
10/03/2023	21993	BANK OF AMERICA	CHILD DEV	26,099.00
10/03/2023	21994	Facilitron	FACILITIES USE	1,898.45
10/03/2023	21995	STATE OF CALIFORNIA	MEDI-CAL	23,705.19
10/03/2023	21996	RETIREE INSURANCE	RETIREE INSURANCE	339.00
10/03/2023	21997	CA Dept. Social Services	CHILD DEV	2,884.00
10/03/2023	21998	CA Dept. Social Services	CHILD DEV	880.00
10/03/2023	21999	PGHS	CTE Donations	800.00
10/03/2023	22000	Transportation	BUS PASS	20.00
10/05/2023	22001	RETIREE INSURANCE	RETIREE INSURANCE	4,655.22
10/05/2023	22002	BASRP-RD	BASRP	842.00
10/05/2023	22003	BASRP-FG	BASRP	538.00
10/05/2023	22004	Transportation	BUS PASS	100.00
10/05/2023	22006	PGMS	DONATION	100.00
10/05/2023	22007	CAFETERIA	CAFETERIA	618.00
10/05/2023	22008	RETIREE INSURANCE	RETIREE INSURANCE	183.00
10/05/2023	22005	VOID	VOID	
10/06/2023	22009	STATE OF CALIFORNIA	CAFETERIA	97,735.81
10/06/2023	22010	PGMS	DONATION	27.00
10/09/2023	22011	RETIREE INSURANCE	RETIREE INSURANCE	127.00
10/10/2023	22012	RETIREE INSURANCE	RETIREE INSURANCE	1,835.00
10/10/2023	22013	PGMS MUSIC	DONATION	40.00
Sep 27 - Oct 10, 23				191,439.27

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Revolving Cash Report #3

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the Revolving Cash report #3.

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period of September 13, 2023 to October 10, 2023.

INFORMATION:

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

PGUSD
2023-24 BOARD REPORT # 3 REVOLVING CASH
September 13, 2023 - October 10, 2023

Date	Name	Account	Amount
Sep 13 - Oct 10, 23	ANALYSIS CHARGE California Department of Education DEPOSIT	BANK FEE TRANSPORTATION DEPOSIT	-356.57 -1,200.00 1,113.54
Sep 13 - Oct 10, 23			<u>-443.03</u>

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Out of County or Overnight Activities

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Out of County or Overnight requests.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2023-24 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
11/11/2023	Placer Event Center Roseville, CA	PGHS Dance Team Dance Competition	Auto	\$ 728.00	Dance Team Athletics Funds
11/11/2023	Crystal Springs Cross Country Course Belmont, CA	PGHS Cross Country Team CCS Cross County Finals	Auto	\$ -	na

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 11/11/23 Day of Activity: Saturday

Activity Name/ Location: Jamz Dance Competition Address: 700 Event Center Dr.

City: Roseville County: Placer

School: Pacific Grove High School Teacher/ Class or Club: Dance Team Grade: 9-12

School Departure Time: 7 a.m. Pickup Time from Place of Activity: 5 p.m.

Name(s) of Employee(s) Accompanying Students: Tatum Madrid

Number of Adults: 4 Number of Students: 14
(Chaperones)

Description of Activity/ Educational Objective: Dance competition (regionals)

List All Stops: Placer Event Center

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. TM _____ (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: TM _____ (Teacher/Coach/Advisors Initials)
Michelle Evans, Erin Homami, Kate Stevens, Tatum Madrid

Name(s) of Auto Drivers (subject to change): _____
() Form-OCA-1 Release of Driver Record Information is on file with the District all on file
() Form-OCA-2 Personal Automobile Information is on file with the District all on file
(x) Fingerprint clearance is on file with the District _____

Requested By: Tatum Madrid Tatum Madrid Date: 09/13/2023
Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia Date: 09/13/2023

Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 728 + Cost of Transportation: \$ _____ + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 728.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Team Account

Account Code: Wells Fargo Athletic Department Fund - #1965169244/462 Dance Team

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: Nov. 11, 2023 Day of Activity: Saturday

Activity Name/ Location: CCS XC finals Address: 2600 Hallmark Dr.

City: Belmont County: San Mateo

School: Pacific Grove High School Teacher/ Class or Club: Cross Country Team Grade: 9-12

School Departure Time: 7 a.m. Pickup Time from Place of Activity: 6 p.m.

Name(s) of Employee(s) Accompanying Students: John Gabrik

Number of Adults: 1 Number of Students: 10
(Chaperones)

Description of Activity/ Educational Objective: CCS finals-must qualify to race

List All Stops: Crystal Springs Cross Country Course

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials)
John Gabrik

Name(s) of Auto Drivers (subject to change): _____

Form-OCA-1 Release of Driver Record Information is on file with the District on file

Form-OCA-2 Personal Automobile Information is on file with the District on file

Fingerprint clearance is on file with the District Cleared

Requested By: Chris Morgan Chris Morgan Date: 10/09/2023
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 10/12/2023

Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 0.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride () Other _____

Account Code: Wells Fargo Athletic Department Fund - 1965169244/402 Cross Country team account

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ Transportation Available: _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ Date: _____

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval Meeting of October 26, 2023

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Acceptance of Donations

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and accept the donations referenced below.

INFORMATION:

During the past months the following donations were received:

Forest Grove Elementary School

Bright Funds \$150.00 (Unspecified)

Robert H. Down Elementary School

None

Pacific Grove Middle School

Agnieszka Lech \$40.00 (Music)
 Unknown \$47.00 (Garden Club)
 Lugano Swiss Bistro \$100.00 (Wellness Fair)

Pacific Grove High School

Terri Radford \$100.00 (Girls Golf)
 Rachel Hunter \$250.00 (Girls Golf)
 Eloise Guidara \$75.00 (Girls Golf)
 Travaille Insurance \$1,000.00 (Cross Country)
 Luciana Mueller \$50.00 (CTE-Art)
 Laurie Wright \$100.00 (CTE-Culinary)
 Melissa Nothnagle \$500.00 (CTE-Engineering)
 Luciana Mueller \$50.00 (CTE-Culinary)
 Katya Kuska \$100.00 (CTE-Art)
 Unknown \$390.00 (Choir)
 Erin Deegan \$120.00 (Choir)
 Steven Rodolf \$60.00 (Choir)

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
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Warrant Schedule 660

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Warrant schedule 660.

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from September 01, 2023 through September 30, 2023.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

660

September 2023

WARRANTS - PAYROLL

Certificated	Manual	09/05/23	\$	4,446.10
	Supp	09/08/23	\$	82,439.17
	Manual	09/15/23	\$	4,368.76
	Regular	09/29/23	\$	1,841,607.42
<u>Total Certificated</u>			<u>\$</u>	<u>1,932,861.45</u>
Classified	Manual	09/05/23	\$	-
	Supp	09/08/23	\$	43,109.86
	Manual	09/15/23	\$	3,317.79
	ETC	09/22/23	\$	(505.04)
	Regular	09/29/23	\$	821,670.83
<u>Total Classified</u>			<u>\$</u>	<u>867,593.44</u>
Other	Manual	09/05/23	\$	-
	Supp	09/08/23	\$	-
	Manual	09/15/23	\$	-
	Regular	09/29/23	\$	-
<u>Total Other</u>			<u>\$</u>	<u>-</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>2,800,454.89</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12786459-12786479	04600000556-04600000557	09/07/23	\$	69,458.08
12787680-12787702	04600000558-04600000559	09/14/23	\$	248,549.78
12789075-12789103	-	09/21/23	\$	98,450.60
12790983-12791035	04600000560-04600000565	09/28/23	\$	142,757.48
			\$	-
<u>TOTAL ACCOUNTS PAYABLE</u>			<u>\$</u>	<u>559,215.94</u>

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Contract for Services for Bratwurst USA

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Abbie Arbrun, Forest Grove Elementary School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve to contract for services with Bratwurst USA

BACKGROUND:

Bratwurst USA is a local food vendor who sells various food items from a food truck at local events throughout the Monterey Bay Area

INFORMATION:

Bratwurst USA will sell food from his food truck on campus during various PTA events throughout the 2023-2024 school year at Forest Grove Elementary.

FISCAL IMPACT:

N/A

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Bratwurst USA

SITE/DEPARTMENT Forest Grove Elementary School

SUBMITTED BY Carey O’Sullivan

FUNDING SOURCE Forest Grove PTA

AGREEMENT TOTAL AMOUNT N/A

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and **Bratwurst USA** (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **food vendor**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Offering for-pay food service from a food truck at various PTA events at Forest Grove Elementary throughout the 2023-2024 school year .**
2. **Term.** Consultant shall commence providing services under this Agreement on **10/13/2023**, and will diligently perform as required and complete performance by **5/31/2024**.
3. **Compensation.** District agrees to pay **N/A** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **N/A** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Bratwurst USA
 Address: 3670 The Barnyard
 City/State/Zip: Carmel, CA 93923
 Business Phone: 831 710 2399
 Email (Optional):

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Carey O'Sullivan

Name: _____

Title: Office Manager

Date: _____

Date: 10/11/23

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Resolution No. 1116 for the Issuance and Sale of Election of 2020, Series B, General Obligation Bonds

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve Resolution No. 1116 which will allow the District to issue its second series of General Obligation Bonds authorized by voters in 2020 under Measure D.

BACKGROUND:

On March 3, 2020, the voters within the Pacific Grove Unified School District approved Measure D, a \$30 million General Obligation Bond for modernization and repair to aging classrooms within the District. Property owners may be charged a projected maximum of \$.03 per \$100 of assessed valuation. Measure D was approved overwhelmingly by District residents with 67.91% of the vote.

The bond measure is for:

- Repairing or replacing outdated pipes and leaking roofs and gutters
- Repairing or replacing aging plumbing infrastructure
- Replacing aging floors and building foundations
- Upgrading fire alarm and emergency communication systems
- Upgrading old playgrounds and playing fields to increase student safety
- Meeting handicap accessibility (ADA) requirements in restrooms, in classrooms, and on playgrounds
- Renovating and modernizing aging classrooms and facilities throughout the district

The original plan for the Measure D funds was to receive proceeds from four separate series (Series A through Series D), averaging \$6 million over 10 years. In 2021, the District issued the Series A bonds in the aggregate principal amount of \$6 million.

As the assessed valuations of the properties within the District increase, the maximum allowable funding for each series will also increase.

INFORMATION:

The District is preparing to issue its Series B Bonds, the second issuance under Measure D. Jones Hall, District Bond Counsel, has prepared Resolution No. 1116 for the issuance and sale of the Series B bonds. Funds are expected to be received on December 5, 2023, in an estimated amount of \$6,540,000.

The Series B bonds will be sold directly to Raymond James, which will reduce costs of issuance and provide maximum flexibility in the debt service structure.

Attached as an appendix to Resolution No. 1116 are certain good faith estimates related to the sale of the Series B bonds.

Dale Scott & Co., is the District Financial Advisor and will provide information regarding the Series B bonds.

FISCAL IMPACT:

None to the general fund. Debt service payments on the Series B bonds will be paid from tax collections in the District.

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

RESOLUTION NO. 1116

**AUTHORIZING THE ISSUANCE AND SALE OF GENERAL
OBLIGATION BONDS ELECTION OF 2020, SERIES B,
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$6,540,000 AND
APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the Pacific Grove Unified School District (the "District") is a unified school district located within the County of Monterey (the "County"), State of California (the "State"), and is organized and operating pursuant to the Constitution and laws of the State; and

WHEREAS, a bond election was duly and regularly held in the District on March 3, 2020, under the procedures specified in Proposition 39 (Article XIII A, Section 1, paragraph (b) of the California Constitution) for the purpose of submitting a ballot measure (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$30,000,000, and more than the requisite 55% of the votes cast at said election were in favor of the Bond Measure; and

WHEREAS, the abbreviated form of the Bond Measure is:

"To replace outdated plumbing/electrical systems, upgrade fire alarms and emergency communication systems; repair/replace roofs and modernize classrooms at schools throughout the district, shall the Pacific Grove Unified School District measure authorizing \$30 million of bonds be adopted with legal rates, yearly levies of less than 3 cents per \$100 of assessed valuation through approximately 2039 (generating an average of \$2.1 million dollars per year), annual audits, independent oversight and no estimated increase in current tax rates?"; and

WHEREAS, the Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of any series of bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, on April 27, 2021, the District issued its General Obligation Bonds, Election of 2020, Series A, in the aggregate principal amount of \$6,000,000, pursuant to the Bond Law and the Bond Measure; and

WHEREAS, the Board has determined at this time to authorize the issuance and sale of an initial series of bonds pursuant to the Bond Measure (the "Series B Bonds") in the aggregate principal amount of not to exceed \$6,540,000 under the Bond Law, for the purpose of providing funds to finance projects and facilities which have been authorized under the Bond Measure;

WHEREAS, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed the information set forth in Appendix B hereto; and

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

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund of the California State Treasurer, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, and investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Tax Code).

“Board” means the Board of Education of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, or such other law pursuant to which the Series B Bonds may be issued, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure D, which was submitted to, and approved by more than 55% of, the voters at an election held on March 3, 2020, under which the issuance of the Series B Bonds has been authorized.

“Bond Purchase Agreement” means the agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series B Bonds upon the negotiated sale as provided in Section 3.01(a).

“Building Fund” means the fund established and held by the County Treasurer under Section 3.03.

“Closing Date” means the date upon which there is a physical delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of

the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, fees and charges of Bond Counsel and the Municipal Advisor, fees and disbursements of other consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance of the Series B Bonds.

“County” means the County of Monterey, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Monterey County Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the Debt Service Fund established and held by the County under the Education Code for the repayment of the Series B Bonds.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Pacific Grove Unified School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the Superintendent, the Assistant Superintendent, Business Services, the President of the Board, the Secretary to the Board, or any other duly appointed officer of the District authorized by resolution of the Board to act as a representative of the District hereunder.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed or secured by the full faith and credit of the United States of America.

“Interest Payment Date” means each February 1 and August 1 during the term of the Series B Bonds, commencing on the date set forth in the Bond Purchase Agreement.

“Municipal Advisor” means Dale Scott & Company Inc., as municipal advisor to the District in connection with the issuance and sale of the Series B Bonds.

“Outstanding,” when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except (a) Series B Bonds theretofore canceled by the

Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 8.02 and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

“Paying Agent” means, initially, U.S. Bank Trust Company, National Association, acting as paying agent, registrar and authenticating agent for the Series B Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Principal Office” means the office or offices of the Paying Agent for the payment of the Series B Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

“Record Date” means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and transfer of the Series B Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Series B Bonds” means the not to exceed \$6,540,000 aggregate principal amount of Pacific Grove Unified School District General Obligation Bonds, Election of 2020, Series B, at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Term Bonds” means any one or more maturities of the Series B Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

“Underwriter” means Raymond James & Associates, Inc., which is designated as the original purchaser of the Series B Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES B BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series B Bonds in the aggregate principal amount not to exceed \$6,540,000, under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance school facilities in accordance with the Bond Measure, and to pay Costs of Issuance to the extent not paid by the Underwriter. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium, if any, on all Series B Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds are designated the “Pacific Grove Unified School District General Obligation Bonds Election of 2020, Series B” and may be issued in one or more series, as to be designated by a District Representative, and may be issued on a federally tax-exempt or taxable basis.

SECTION 2.02. *Terms of Series B Bonds.*

(a) Terms of Series B Bonds. The Series B Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to

exceed the aggregate principal amount of Series B Bonds maturing in the year of maturity of the Series B Bond for which the denomination is specified. Series B Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series B Bonds will be dated as of the Closing Date.

Interest on the Series B Bonds is payable semi-annually on each Interest Payment Date. Each Series B Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series B Bond is in default at the time of authentication thereof, such Series B Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series B Bonds will mature on August 1 in the years and in the amounts, and will bear interest at the rates (up to a maximum of 8 percent per annum), as determined upon the sale thereof; *provided, however*, the maximum interest rate per annum and the final maturity date shall not extend beyond the legal limits set forth in the Bond Law. Interest on the Series B Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series B Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, a District Representative is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series B Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series B Bonds.

(c) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Series B Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

SECTION 2.03. *Redemption.*

(a) Optional Redemption Dates and Prices. The Series B Bonds shall be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If, and as specified in the winning bid for the Series B Bonds, any maturity of Series B Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years set forth and in the respective principal amounts as determined upon the sale of the Series B Bonds, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection will be reduced on a pro rata basis in integral multiples of \$5,000, or as otherwise designated in a Written Request of the District filed with the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of \$5,000 principal amount each, which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to each of the Securities Depositories and the Municipal Securities Rulemaking Board at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.

Upon surrender of Series B Bonds redeemed in part only, the District will execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the

District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption in the same manner as the original notice of redemption was given under subsection (d) of this Section.

SECTION 2.04. *Form of Series B Bonds.* The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series B Bonds.* The Series B Bonds shall be signed by the facsimile signature of the President, Vice President or Clerk of the Board and shall be attested by the facsimile signature a District Representative. No Series B Bond is valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Series B Bond is signed by the Paying Agent as authenticating agent.

The Series B Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Series B Bonds to make the insertions and deletions necessary to conform the Series B Bonds to the provisions of this Resolution.

Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, are valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series B Bonds.* Any Series B Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name

it is registered, in person or by his duly authorized attorney, upon surrender of such Series B Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond or Bonds is surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount. No transfer of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series B Bonds.* Series B Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the case of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Series B Bonds on the Registration Books.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written

notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term “Cede & Co.” in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the Paying Agent to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series B Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository, provided that any such substitute shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Series B Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of the Series B Bonds. The Board hereby authorizes the sale of the Series B Bonds on a negotiated basis to the Underwriter. The Series B Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary to the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that:

- (i) the Series B Bonds shall bear a rate of interest not to exceed the legal limit and the final maturity shall not exceed the limits contained in the Bond Law,
- (ii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed four to one, and
- (iii) the Underwriter's discount shall not exceed 3.50% of the principal amount of the Series B Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Series B Bonds at a negotiated sale in order to (i) provide more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; (ii) permit the District to negotiate alternative financing structures with the Underwriter on an interactive basis; and (iii) result in an expedited schedule for closing the financing.

(b) Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series B Bonds in the form on file with the Clerk of the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. Notwithstanding anything herein to the contrary, any of the terms of the Series B Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or

inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series B Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

(d) Presentation of Actual Cost Information at Board Meeting. As required by California Government Code Section 53509.5, after the sale of the Series B Bonds the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Series B Bonds shall be submitted to the California Debt and Investment Advisory Commission.

SECTION 3.02. *Application of Proceeds of Sale of Series B Bonds.* The net proceeds of the Series B Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The Underwriter shall transfer an amount equal to the net premium (if any) received by the District on the sale of the Series B Bonds to the County Treasurer for deposit in the Debt Service Fund.
- (b) The Underwriter shall transfer to U.S. Bank Trust Company, National Association, as custodian under the agreement referenced in Section 3.04, an amount set forth in a Written Request of the District to be applied to the payment of the Costs of Issuance, which amount may be comprised, in whole or in part, of original issue premium.
- (c) The Underwriter shall transfer the remainder of such proceeds to the County Treasurer for deposit in the Building Fund.

Notwithstanding the foregoing, in the event that the District has obtained a municipal bond insurance policy for the Series B Bonds, a portion of the proceeds of the Series B Bonds may at the direction of the District be paid directly by the Underwriter to a bond insurer.

At the option of the District, a portion of the proceeds of the Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(g) of the Education Code, in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such costs.

SECTION 3.03. *Building Fund.* The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Pacific Grove Unified School District, Election of 2020, Series B Building Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Series B Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(b), to be expended by the District in accordance with the Bond Measure, including for payment of costs of issuing the Series B Bonds to the extent not paid directly by the Underwriter. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the

District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Debt Service Fund after payment in full of the Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Estimated Financing Costs.* The estimated costs of issuance associated with the bond sale are \$170,000, which includes the fees and expenses of the Municipal Advisor and Bond Counsel, disclosure counsel fees and expenses, costs of preparing and printing the Official Statement, rating agency fees, Paying Agent fees and the cost of any legal publication, but which do not include underwriting fees and the cost of municipal bond insurance. Pursuant to Section 3.02(b), a portion of the proceeds of sale of the Series B Bonds, which may consist of original issue premium generated by the sale of the Series B Bonds, shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. *Professional Services.* The firm of Dale Scott & Company Inc., has been engaged to serve the District as Municipal Advisor, and the firm of Jones Hall, A Professional Law Corporation, has been engaged by the District to serve as Bond Counsel and disclosure counsel, in connection with the issuance and sale of the Series B Bonds. The Underwriter is engaged herein pursuant to Section 3.01. The estimated costs of issuance associated with the issuance of the Series B Bonds are set forth in Appendix B.

Section 3.06. *Approval of Actions to Close Bond Issuance.* Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; PAYMENT OF DEBT SERVICE

SECTION 4.01. *Security for the Series B Bonds.* The Series B Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series B Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County and deposited in the Debt Service Fund. Additionally, the County is directed to include in the tax levy the expense of paying the Series B Bonds elsewhere than at the office of the County Treasurer.

The Board further requests the County to establish an annual reserve for the purpose of avoiding fluctuating tax levies, as permitted under Section 15250 of the Education Code. The Board hereby authorizes a District Representative, to coordinate with the County Auditor-Controller concerning the rate of taxes to be levied.

The principal of and interest and redemption premium (if any) on the Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and none of the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

The District will supply the Auditor-Controller of the County with the necessary information regarding the scheduled debt service for the Series B Bonds, so that each may, on a timely basis, levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds in conformity with the terms of the Series B Bonds and of this Resolution.

SECTION 4.02. *Debt Service Fund.* The District hereby directs the County Treasurer to continue to hold and maintain the Debt Service Fund, distinct from all other funds of the County and the District. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Series B Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. The Debt Service Fund is pledged for the payment of the principal of and interest on the Series B Bonds and all other outstanding Series B Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Series B Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the

Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 4.03. *Disbursements from Debt Service Fund.* The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Bonds. DTC will thereupon make payments of principal and interest on the Bonds to DTC Participants, who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Investments.* All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section 4.04, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board will direct the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statement.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series B Bond Owners.* The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(b) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(e) Exemption from Rebate Requirement. The District is a governmental unit with the power to impose taxes of general applicability which, when collected, may be used for general purposes of the District; the Series B Bonds are not private activity bonds within the meaning of section 141 of the Tax Code; and 95% of the Net Sale Proceeds of the Series B Bonds are to be used for local governmental activities of the District. The aggregate face amount (or, issue prices, in the case of issues with a net original issue discount or net original issue premium in excess of 2% of the principal amount of the issue, excluding original issue premium used for reasonable underwriter's compensation) of all tax-exempt obligations (other than private activity bonds as defined in section 141 of the Tax Code) issued by the District, including all subordinate entities of the District and all entities which may issue obligations on behalf of the District, during the calendar year during which the Series B Bonds are being issued, is not reasonably expected to exceed \$15,000,000, of which no more than \$5,000,000 is for other than the construction of public school facilities, excluding, however, that portion of current refunding obligations having a principal amount not in excess of the principal amount of the refunded obligation. By reason of the statements set forth in this subparagraph, the District will not rebate excess investment earnings, if any, to the federal government.

(f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Series B Bonds for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Series B Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year in which the Series B Bonds are issued. If the District determines prior to the sale of the Series B Bonds that obligations which exceed \$10,000,000 aggregate principal amount will be issued in the calendar year in which the Series B Bonds are issued, the District Representative shall provide in the Bond Purchase Agreement or other appropriate document that the Series B Bonds are not bank qualified.

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *Amendment of this Resolution.* The Board may amend this Resolution at any time following the Closing Date, without the consent of any of the Owners of the Series B Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the

District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, substitute any party, or cure or correct any defect or inconsistent provision in this Resolution, which in any event shall not materially adversely affect the interests of the Series B Bond Owners, in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series B Bonds.

The District may amend this Resolution for any other purpose, but only with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Series B Bonds. No such amendment shall: (i) permit a change in the terms of maturity of the principal of any Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, without the consent of all the Owners of such Series B Bonds, (ii) reduce the amount of moneys available for the repayment of the Series B Bonds without the consent of all the Owners of such Series B Bonds, or (iii) change or modify any of the rights or obligations of any Paying Agent without its written consent.

SECTION 5.07. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855, subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series B Bonds.

SECTION 5.08. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank Trust Company, National Association is hereby appointed to act as initial Paying Agent for the Series B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be, if not the County, a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series B Bonds.* The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements in this Resolution and in the Series B Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of

this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution. The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

SECTION 7.01. *Remedies of Series B Bond Owners.* Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series B Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

SECTION 7.02. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series B Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the

Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

SECTION 8.02. *Defeasance of Series B Bonds.*

(a) Discharge of Resolution. Any of all of the Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 8.02(c) hereof) to pay or redeem such Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 8.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 8.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior

to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 8.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent, or an escrow agent to be selected by the District, money or securities in the necessary amount to pay or redeem any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date;
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice; or
- (iii) Such amounts of money and investments in escrow or trust shall be in an amount which is certified by a certified public accountant to be sufficient to meet the requirements of Government Code Section 53558.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the

payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series B Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 8.03. *Execution of Documents and Proof of Ownership by Series B Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 8.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 8.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable

provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 8.06. *Destruction of Canceled Series B Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

SECTION 8.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Assistant Superintendent, Business Services of the District in trust for the benefit of the Series B Bond Owners.

SECTION 8.08. *Execution of Documents.* Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 8.09. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 26th day of October, 2023, by the following vote:

AYES:

NOES:

ABSENT:

President
Board of Education

ATTEST:

Secretary
Board of Education

APPENDIX A

FORM OF SERIES B BOND

REGISTERED BOND NO. _____

\$ _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BOND
ELECTION OF 2020,
SERIES B**

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The PACIFIC GROVE UNIFIED SCHOOL DISTRICT (the "District"), located in Monterey County (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____, 20__, in which event it will bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available

funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$ _____ of Bonds issued for the purpose of raising money to finance educational projects and facilities of the District in accordance with the ballot measure authorizing the issuance of the Bonds. The Bonds have been issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code (the "Bond Law"), and under a resolution of the Board of Education of the District adopted on October 26, 2023 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and none of the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Series B Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds maturing on August 1 in each of the years ____ and ____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following tables, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of \$5,000, as designated under written notice filed by the District with the Paying Agent).

**Mandatory Sinking Fund Redemption of
Bonds Maturing August 1, ____**

Mandatory Sinking Fund Redemption Date (<u>August 1</u>)	Principal Amount <u>To be Redeemed</u>
--	---

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be sent by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds. The District has the right under the Bond Resolution to rescind any such notice of optional redemption of the Bonds, under the circumstances set forth in the Bond Resolution

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been

exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Pacific Grove Unified School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Education, and attested by the facsimile signature of the Secretary of its Board of Education, all as of the date stated above.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By _____
President
Board of Education

Attest:

Secretary
Board of Education

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Paying Agent**

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B**REQUIRED DISCLOSURES PURSUANT TO
GOVERNMENT CODE SECTION 5852.1**

1. TIC: True Interest Cost of the Series B Bonds: 4.55%
2. Costs of Issuance: Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties in the amount of approximately \$192,890.
3. Building Fund Deposit: Proceeds of the Series B Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) charged to the principal amount of the Series B Bonds: \$6,347,110.
4. Repayment: Total Payment Amount for the Series B Bonds, being the sum of all debt service to be paid on the Series B Bonds to final maturity: \$11,553,042.

**All amounts and percentages are estimates and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates assume a par amount of \$6,540,000 and include certain assumptions regarding interest rates available in the bond market at the time of pricing the Series B Bonds.*

\$ _____
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 (Monterey County, California)
General Obligation Bonds,
Election of 2020, Series B
 (Bank Qualified)

BOND PURCHASE AGREEMENT

_____, 2023

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, California 93950

Ladies and Gentlemen:

Raymond James & Associates, Inc. as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Pacific Grove Unified School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all of the above-captioned bonds (the "Bonds"). The Underwriter shall purchase the Bonds at a price of \$_____ (representing the principal amount of the Bonds of \$_____, plus original issue premium of \$_____, less Underwriter's discount of \$_____).

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is acting solely as a principal and is not acting as an agent, a municipal advisor, financial advisor or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter, or any affiliate of the Underwriter, has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. **The Bonds.** The Bonds are issued under the provisions of a resolution adopted by the Board of Education of the District on October 26, 2023 (the “Bond Resolution”) and applicable provisions of the California Government Code defined more particularly as the “Bond Law” in the Bond Resolution (the “Bond Law”), all for the purpose of financing educational projects as more particularly described in the Bond Resolution and the Preliminary Official Statement (as defined herein).

The Bonds shall be dated as of the Closing Date (defined below). The applicable interest rates, maturity dates and redemption terms, are all set forth more particularly on Appendix A hereto, which is incorporated herein by this reference.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company (“DTC”).

The Bonds are secured by the levy and collection of voter-approved *ad valorem* taxes on all taxable property within the District, unlimited as to rate or amount.

Payment of principal and interest on the Bonds will be insured by a municipal bond insurance policy (the “Bond Insurance Policy”), held by _____ (the “Bond Insurer”).

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolution and as set forth on Appendix A herein.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined below), the Bond Resolution, the Continuing Disclosure Certificate (as defined below), and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of the Bonds initially at the public offering prices (or yields) set forth in Appendix A. Subsequent to the initial public offering the Underwriter shall offer the Bonds in accordance with the requirements of Section 11. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

6. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed a Preliminary Official Statement with respect to the Bonds, dated _____, 2023 (the “Preliminary Official Statement”). The District represents that the Preliminary Official Statement was “deemed final” as of the date thereof, for purposes of Securities and Exchange Commission Rule (the “SEC”) 15c2-12 (the “Rule 15c2-12”), except for either revisions or additions to the offering price(s), interest rate(s), yield(s), Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent

Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports, and statements included therein or attached thereto.

7. **Closing.** At 9:00 a.m., California Time, on _____, 2023, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the “Closing,” and the date thereof the “Closing Date”), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC’s FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California (“Bond Counsel”), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is, and will be on the Closing Date, a unified school district duly organized and validly existing under the laws of the State of California (the “State”), with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Bond Resolution and the Official Statement.
- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

- (d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes on the Bonds, or the exemption from any applicable State tax of the interest on the Bonds.
- (e) No Conflicts; No Default. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or any of its property or assets are otherwise subject, in any material respect, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the District under any of the foregoing; and the execution and delivery of the Bonds, this Purchase Agreement and the Continuing Disclosure Certificate and the adoption of the Bond Resolution and compliance with the provisions on the District's part contained herein and therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Bond Resolution.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds (other than as described in the Preliminary Official Statement and Official Statement), or the collection or the levy of any taxes contemplated by the Bond Resolution and available to pay debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or contesting in

any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of interest paid on the Bonds from State personal income taxation.

- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued or caused to be issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.
- (i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, except as disclosed in the Preliminary Official Statement and the final Official Statement, the District has not, in the previous five years failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (j) Preliminary Official Statement and Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any

untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.
- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.
- (m) Underwriter Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Monterey County (the "County") or otherwise necessary in order to arrange for the levy and collection of *ad valorem* taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for Monterey County, which is the county with jurisdiction over the District, a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with California Education Code Sections 15250 et seq., California Government Code Section 53559 and policies and procedures of Monterey County.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 with respect to the transaction contemplated hereby have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's

municipal advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. Covenants of the District. The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statements in connection with the offering and sale of the Bonds;
- (c) Subsequent Events; Amendments to Official Statement. If, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in a final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to said Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to said Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement said Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to said Official Statement.

For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and as described in the Official Statement; and
- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the SEC or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined herein), and if required by an applicable SEC rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. Establishment of Issue Price.

- (a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the District under this Section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor and any notice or report to be provided to the District may be provided to the District's municipal advisor.
- (b) 10% Test. Except for any maturities identified in Appendix A for which the Hold-The-Offering-Price Rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that

maturity will be treated as a separate maturity of Bonds.

- (c) Hold-The-Offering-Price Rule. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
- (1) the close of the fifth (5th) business day after the sale date; or
 - (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

- (d) Selling Group or Third-Party Distribution Agreements. The Underwriter confirms that:
- (i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:
 - (A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,
 - (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The District acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

12. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability. The market price or marketability or the ability of the

Underwriter to enforce contracts for the sale of the Bonds, at the initial offering price, shall not have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

- (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States (by press release, other form of notice or otherwise), or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation or State income taxation of the interest received by the owners of the Bonds; or
 - (ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;
- (2) legislation enacted by the State legislature or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;
- (3) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other national or international emergency or calamity or crisis affecting the financial markets of the United States or elsewhere or the escalation of such emergency, calamity or crisis;
- (4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the SEC or any other governmental authority having jurisdiction or a material disruption in securities settlement, payment or clearance

services affecting the Bonds shall have occurred;

- (5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;
- (6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (7) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;
- (8) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency;
- (9) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
- (10) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (11) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

- (12) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;
 - (13) any proceeding shall have been commenced or be threatened in writing by the SEC against the District;
 - (14) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;
 - (15) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or
 - (16) other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letters An approving opinion of Bond Counsel, as to the validity of the Bonds and, if applicable, the tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and one or more reliance letters from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
 - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the Underwriter, to the effect that:
 - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statements on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS", "SECURITY FOR THE BONDS", "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections,

- assumptions or expressions of opinion, or information relating to DTC or its book-entry only system, the Bond Insurer or the Bond Insurance Policy, included therein, or with respect to Appendices A, B, C, F, G and H to the Official Statement;
- (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and
 - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.
- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement as of its date and as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system or the Bond Insurer or the Bond Insurance Policy contained in the Official Statement);
- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Continuing Disclosure Certificate and the approval of the Official Statement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official

Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the Closing Date to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should have been disclosed in order to make statements in the Official Statement in light of the circumstances under which they were made not misleading and (vii) no further consent is required for inclusion of the audited financial statements of the District for fiscal year 2021-22 in the Preliminary Official Statement and the Official Statement;

- (5) Arbitrage. A non-arbitrage certificate of the District with respect to the Bonds, as appropriate, in form satisfactory to Bond Counsel;
- (6) Bond Resolution. A certificate, together with a fully executed copy of the Bond Resolution to the effect that:
 - (i) such copy is true and correct; and
 - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date;
- (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with Rule 15c2-12;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Certificate. A written certificate of U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the Closing Date, to the effect that the Paying Agent is validly existing under the laws of the State, and has full power to enter into, accept and perform its duties under the Bond Resolution, together with a paying agent agreement entered into between the District and the Paying Agent;
- (10) Bonding Capacity Certificate. A certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations;
- (11) Underwriter's Counsel Opinion. An opinion of Dannis Woliver Kelley, counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter ("Underwriter's Counsel"), in form and substance acceptable to the Underwriter;

- (12) Ratings. Evidence that the Bonds have been assigned the ratings set forth on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded;
- (13) Municipal Bond Insurance Policy. The Bond Insurance Policy issued by the Bond Insurer, together with:
- (i) a certificate of the Bond Insurer dated the date of Closing, in form and substance acceptable to the Underwriter regarding, among other matters, the due authorization, execution and validity of the Bond Insurance Policy, and
 - (ii) an opinion of counsel to the Bond Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter.
- (14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.
- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinions and certificates being delivered at the Closing by persons and entities other than the District.

14. Costs and Expenses. As an accommodation to the District, the District hereby instructs the Underwriter to transfer \$_____, representing a portion of the purchase price of the Bonds described in Section 1 of this Purchase Agreement, to the Bond Insurer on the Closing Date for the payment of premium on the Bond Insurance Policy and \$_____, representing a portion of the purchase price, to a costs of issuance custodian for payment of the expenses incident to the performance of the obligations of the District hereunder from bond proceeds or bond premium, as shall be directed by the District, which shall be deposited with a costs of

issuance custodian identified by the District to the Underwriter, including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of all documentation relating to the issuance of the Bonds and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any legal counsel, accountants, advisors, rating agencies, (including all necessary travel expenses of any District personnel), paying agents, or other experts or consultants retained by the District, including Bond Counsel and Disclosure Counsel, and (c) the cost of printing of the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing of the Official Statement, including the requisite number of copies thereof for distribution by the Underwriter. In the event that the District's expenses incident to the issuance of the Bonds exceed proceeds available for such purpose, the District shall pay such amount from any other lawfully available source.

The Underwriter shall pay, and the District shall be under no obligation to pay, all expenses incurred by it in connection with the public offering and distribution of the Bonds, including but not limited to the fees of counsel to the Underwriter, CUSIP fees and California Debt Advisory and Investment Commission fees.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

15. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Raymond James & Associates, Inc.
10250 Constellation Blvd., Suite 850
Los Angeles, California 90067
Attention: John Baracy, Managing Director

16. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Nonassignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

22. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

**PACIFIC GROVE UNIFIED SCHOOL
DISTRICT**

By: _____
Superintendent

Time of Execution: _____ .m. California Time

APPENDIX A

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Coupon Rate	Yield	Price	10% Test Used	Hold the Offering Price Used
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C = Priced to par on the first optional redemption date of August 1, 20__.
T = Term Bonds.

Redemption Terms

Optional Redemption

The Bonds maturing on or before August 1, 20__, are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__, are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount, or accreted value thereof, as applicable, without premium, together with accrued interest thereon to the redemption date.

For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond will be deemed to consist of individual bonds of \$5,000 principal amounts or maturity values. The Bonds may all be separately redeemed.

Mandatory Sinking Fund Redemption

The Bonds maturing on August 1, 20__ (the “**Term Bonds**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Term Bonds so called for mandatory sinking fund redemption will be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

\$_____ Principal Amount Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

If any Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount or maturity value (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(Monterey County, California)
General Obligation Bonds
Election of 2020, Series B

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc. (“Raymond James”), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

- (a) Raymond James offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A hereto (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.
- (b) As set forth in the Bond Purchase Agreement, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

- (a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”
- (b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

- (c) **Holding Period** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.
- (d) **Issuer** means Pacific Grove Unified School District.
- (e) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.
- (f) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- (g) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds.
- (h) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate of Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, Raymond James is not engaged in the practice of law. Accordingly, Raymond James makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

Dated: _____, 2023

RAYMOND JAMES & ASSOCIATES, INC.
as Underwriter

By: _____
Managing Director

**NEW ISSUE - FULL BOOK-ENTRY
BANK QUALIFIED**

**RATING: S&P: “___”
See “RATING” herein.**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The Bonds are "qualified tax-exempt obligations" within the meaning of section 265(b)(3) of the Internal Revenue Code of 1986, as amended. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See “TAX MATTERS” herein.

\$ _____ *

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(Monterey County, California)
General Obligation Bonds,
Election of 2020, Series B
(Bank Qualified)

Dated: Date of Delivery

Due: August 1, as shown on inside front cover

Authority and Purpose. The above-captioned General Obligation Bonds, Election of 2020, Series B (the “Bonds”) are being issued by the Pacific Grove Unified School District (the “District”) pursuant to certain provisions of the California Government Code and a resolution of the Board of Education of the District adopted on October 26, 2023. The Bonds were authorized at an election of the registered voters of the District held on March 3, 2020, which authorized the issuance of \$30,000,000 principal amount of general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities. The Bonds are the second series of bonds to be issued under the 2020 Authorization (as defined herein). See “THE BONDS – Authority for Issuance” and “- Purpose of Issue” herein.

Security. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by Monterey County (the “County”). The County is empowered and obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding. See “SECURITY FOR THE BONDS.”

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. Purchasers will not receive physical certificates representing their interests in the Bonds. See “THE BONDS” and APPENDIX F.

Payments. The Bonds are dated the date of delivery set forth below and accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity, commencing February 1, 2024. Payments of principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, the designated paying agent, registrar and transfer agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See “THE BONDS - Description of the Bonds.”

Redemption.* The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Redemption.”

MATURITY SCHEDULE
(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

*The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Kutak Rock LLP, Irvine, California, is serving as counsel to the Underwriter. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC, on or about December 5, 2023.**



The date of this Official Statement is _____, 2023.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE*

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(Monterey County, California)
General Obligation Bonds,
Election of 2020, Series B
(Bank Qualified)

Base CUSIP†: 694393

\$ _____ **Serial Bonds**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP†</u>
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\$ _____ % **Term Bonds maturing August 1, 20__**; **Yield: __%**; **Price: ____**;
CUSIP†: ____

**Preliminary; subject to change.*

†CUSIP Global Services, and a registered trademark of American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, which is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
(Monterey County, California)

BOARD OF EDUCATION

Carolyn Swanson, *President*
Jennifer McNary, *Clerk*
Elliot Hazen, *Trustee*
Laura Ottmar, *Trustee*
Brian Swanson, *Member*

DISTRICT ADMINISTRATION

Joshua Jorn, *Interim Superintendent*
Song Chin-Bendib, *Assistant Superintendent, Business Services*

PROFESSIONAL SERVICES

MUNICIPAL ADVISOR

Dale Scott & Company Inc.
San Francisco, California

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT

U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 (Monterey County, California)
General Obligation Bonds,
Election of 2020, Series B
 (Bank Qualified)

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the general obligation bonds captioned above (the “**Bonds**”) by Pacific Grove Unified School District (the “**District**”).

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

The District. The District is comprised of an area of approximately 12 square miles located on the Monterey Peninsula and serves the City of Pacific Grove and an adjoining portion of the unincorporated area of Del Monte Forest in Monterey County (the “**County**”), in the State of California (the “**State**”). The District currently operates two elementary schools, one middle school and one high school. The District also maintains a continuation high school, an adult education center, and three childcare centers. Enrollment in the District for the 2023-24 school year is budgeted for approximately 1,772 students. For purposes of education funding, the District is a “**Basic Aid District**” or “**Community Supported District**,” meaning that the District’s share of local property taxes exceeds its funding entitlement under the State’s education funding formula.

For more information regarding the District and its finances, see APPENDIX A and APPENDIX B attached hereto. See also APPENDIX C hereto for demographic and other statistical information regarding the City of Pacific Grove and the County.

Purpose of Issue. The net proceeds of the Bonds will be used to finance construction of and improvements to facilities of the District, as approved by voters in the District at an election held on March 3, 2020 (the “**Bond Election**”). See “THE BONDS - Purpose of Issue” herein.

Authority for Issuance of the Bonds. Issuance of the Bonds was approved by more than the requisite two-thirds of the voters of the District voting at the Bond Election to authorize \$30,000,000 of general obligation bonds, and will be issued pursuant to certain provisions of the California Government Code and a resolution adopted by the Board of Education of the District on October 26, 2023 (the “**Bond Resolution**”). See “THE BONDS – Authority for Issuance” herein.

Description of the Bonds. The Bonds will be issued as current interest bonds. The Bonds will be dated their date of delivery (the “**Dated Date**”) and will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 or any integral multiple thereof. The Bonds will

¹ Preliminary; subject to change.

mature on August 1 in the years indicated on the inside cover page hereof. The Bonds will accrue interest from the Dated Date, which is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2024. See “THE BONDS – Description of the Bonds” herein.

Payment and Registration of the Bonds. The Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) in the denominations set forth on the cover page hereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through participants in DTC’s book-entry only system (“DTC Participants”) as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See APPENDIX F.

If the book-entry-only system described below is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Bond Resolution. See “THE BONDS - Registration, Transfer and Exchange of Bonds” herein.

Security and Sources of Payment for the Bonds. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property located in the District and collected by the County. The County is empowered and obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See “SECURITY FOR THE BONDS.”

Following the issuance of the Bonds, there will be \$17,460,000* of general obligation bonds remaining for issuance under the 2020 Authorization (as defined herein). See “FINANCIAL INFORMATION - Existing Debt Obligations” in APPENDIX A.

Redemption*. The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Redemption.”

Legal Matters. Issuance of the Bonds is subject to the approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, to be delivered in substantially the form attached hereto as APPENDIX D. Jones Hall, A Professional Law Corporation, San Francisco, California, will serve as Disclosure Counsel to the District. Kutak Rock LLP, Irvine, California, is serving as counsel to the Underwriter. Payment of the fees of Bond Counsel, Disclosure Counsel, and Underwriter’s counsel is contingent upon issuance of the Bonds.

Tax Matters; Bank Qualified. Assuming compliance with certain covenants and provisions of the Internal Revenue Code of 1986, in the opinion of Bond Counsel, interest on the Bonds will not be includable in gross income for federal income tax purposes although it may be includable in the calculation for certain taxes. Interest on the Bonds may be subject to the corporate alternative minimum tax. Also, in the opinion of Bond Counsel, interest on the Bonds will be exempt from the State personal income taxes. The District has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986. Such section provides an exception to the prohibition against the ability of a “financial institution” (as defined in the Internal Revenue Code of 1986) to deduct its interest expense allocable to tax-exempt interest.

*Preliminary; subject to change.

See "TAX MATTERS" and APPENDIX D hereto for the form of Bond Counsel's opinion to be delivered concurrently with the Bonds.

Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of a continuing disclosure certificate (the "**Continuing Disclosure Certificate**"), the form of which is attached as APPENDIX E. See "CONTINUING DISCLOSURE" for additional information.

Other Information. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement are available from the District, which may impose a charge for copying, mailing and handling.

END OF INTRODUCTION

THE BONDS

Authority for Issuance

The Bonds will be issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 thereof, and the Bond Resolution. The District received authorization by more than the requisite two-thirds of District voters at the Bond Election to issue general obligation bonds in a principal amount of \$30,000,000 (the “**2020 Authorization**”).

The Bonds are the second series of bonds issued pursuant to the 2020 Authorization. Following the issuance of the Bonds, there will be \$17,460,000* of unissued general obligation bonds remaining for issuance under the 2020 Authorization.

Purpose of Issue

Proceeds of the Bonds will be used for the purposes specified in the ballot measure approved by voters in the District on March 3, 2020, the abbreviated text of which appeared on the ballot as follows:

“To replace outdated plumbing/electrical systems, upgrade fire alarms and emergency communication systems; repair/replace roofs and modernize classrooms at schools throughout the district, shall the Pacific Grove Unified School District measure authorizing \$30 million of bonds be adopted with legal rates, yearly levies of less than 3 cents per \$100 of assessed valuation through approximately 2039 (generating an average of \$2.1 million dollars per year), annual audits, independent oversight and no estimated increase in current tax rates?”

In addition to the abbreviated statement of the ballot measure, as part of the sample ballot materials, in accordance with the requirements of California law, District voters were presented with a full text of ballot measure, which, among other items, included a project list identifying to District voters the types of projects eligible for funding from proceeds of bonds approved at the Bond Election (the “**Project List**”). The District makes no representation as to the specific application of the proceeds of the Bonds, the completion of any projects listed on the Project List, or whether bonds authorized by the 2020 Authorization will provide sufficient funds to complete any particular project listed in the Project List.

Description of the Bonds

The Bonds are being issued as current interest bonds. The Bonds mature in the years and in the amounts set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “Book-Entry Only System” and APPENDIX F.

The Bonds shall be issued in the denominations of \$5,000 principal amount each or any integral multiple thereof. Interest on Bonds is payable semiannually on each February 1 and August 1, commencing February 1, 2024 (each, an “**Interest Payment Date**”). Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from

*Preliminary; subject to change.

such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the 15th day of the month preceding the Interest Payment Date (each, a “**Record Date**”), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to January 15, 2024, in which event it will bear interest from the date of delivery of the Bonds identified on the cover page hereof. Notwithstanding the foregoing, if interest on any Bond is in default at the time of authentication thereof, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Payments of principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, will act as the designated paying agent, registrar and transfer agent (the “**Paying Agent**”) to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Bonds.

Book-Entry Only System

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of DTC. Purchasers of the Bonds will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC’s book-entry method is used for the Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or any other action premised on such notice. See APPENDIX F.

The Paying Agent, the District, and the Underwriter of the Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

Redemption*

Optional Redemption. The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent or as otherwise directed by the District. For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed. The Bonds may all be separately redeemed.

** Preliminary; subject to change.*

Mandatory Sinking Fund Redemption. The Bonds maturing on August 1, 20__ (the “**Term Bonds**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Term Bonds so called for mandatory sinking fund redemption will be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium, together with interest accrued thereon to the date fixed for redemption.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

If any Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

Notice of Redemption

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District to be mailed, first class, postage prepaid, at least 20 but not more than 60 days prior to the date fixed for redemption, to the owners of the Bonds designated for redemption. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be a conditional notice of redemption and subject to rescission as set forth below.

Neither the failure to receive or failure to send any notice of redemption nor any defect in any such redemption notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

Partial Redemption of Bonds

Upon surrender of Bonds redeemed in part only, the District will execute and the Paying Agent will authenticate and deliver to the owner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under the Bond Resolution, other than the right to receive payment of the

redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Right to Rescind Notice of Redemption

The District has the right to rescind any notice of the optional redemption of Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the Bond owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution.

Registration, Transfer and Exchange of Bonds

If the book-entry system is discontinued, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds.

If the book-entry system is discontinued, the person in whose name a Bond is registered on the Bond registration books shall be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in the Bond Resolution.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in San Francisco, California for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. Any Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book-entry only status of the Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected or called for redemption in whole or in part.

Defeasance and Discharge of Bonds

The Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Bonds; or

- (c) by delivering such Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under the Bond Resolution and will be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as described above) to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), then all liability of the County and the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

DEBT SERVICE SCHEDULES

The Bonds. The following table shows the annual debt service schedule with respect to the Bonds, assuming no optional redemptions.

Pacific Grove Unified School District General Obligation Bonds, Election of 2020, Series B Debt Service Schedule

Bond Year Ending (August 1)	Principal	Interest	Total Annual Debt Service
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
TOTAL			

Combined General Obligation Bonds. The following table shows the combined annual debt service schedule with respect to all outstanding general obligation bonds of the District secured by *ad valorem* taxes, assuming no optional redemptions. See APPENDIX A – “DISTRICT FINANCIAL INFORMATION - Existing Debt Obligations” for additional information.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Combined Debt Service Schedule**

Period Ending (Aug.1)	2006 Series E Bonds ⁽¹⁾⁽²⁾	2015 Series A Refunding Bonds	2015 Series B Refunding Bonds	2016 Refunding Bonds	2017 Refunding Bonds	2014 Series D Ed Tech Bonds ⁽¹⁾	2020 Series A Bonds	The Bonds	Total Debt Service
2024	\$1,069,879.20	\$444,850.00	\$287,500.00	\$1,293,800.00	\$874,268.76	\$1,050,084.40	\$234,750.00		
2025	1,113,286.20	453,100.00	280,900.00	1,296,550.00	881,268.76	--	250,550.00		
2026	884,184.20	445,100.00	284,300.00	1,302,550.00	892,068.76	--	300,750.00		
2027	--	451,600.00	262,400.00	1,286,550.00	887,868.76	--	644,300.00		
2028	--	445,800.00	263,800.00	1,299,550.00	896,668.76	--	523,000.00		
2029	--	424,600.00	269,800.00	1,035,050.00	899,068.76	--	698,900.00		
2030	--	223,600.00	270,200.00	1,326,800.00	900,268.76	--	721,100.00		
2031	--	--	265,200.00	1,316,400.00	905,268.76	--	832,600.00		
2032	--	--	--	1,594,800.00	718,868.76	--	846,600.00		
2033	--	--	--	1,595,600.00	599,968.76	--	--		
2034	--	--	--	1,604,400.00	604,068.76	--	--		
2035	--	--	--	1,610,800.00	607,568.76	--	--		
2036	--	--	--	1,609,800.00	610,468.76	--	--		
2037	--	--	--	1,296,600.00	67,031.26	--	--		
2038	--	--	--	643,600.00	--	--	--		
2039	--	--	--	644,800.00	--	--	--		
TOTAL	\$3,067,349.60	\$2,888,650.00	\$2,184,100.00	\$20,757,650.00	\$10,344,725.14	\$1,050,084.40	\$5,052,550.00		

(1) Private placement.

(2) Debt service does not include federal interest subsidy.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds

Principal Amount of Bonds	
[Net] Original Issue [Premium]/[Discount]	_____
Total Sources	

Uses of Funds

Building Fund	
Debt Service Fund	
Costs of Issuance ⁽¹⁾	_____
Total Uses	

(1) All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Paying Agent, and the rating agency.

SECURITY FOR THE BONDS

Ad Valorem Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates).

Other Debt Payable from Ad Valorem Property Taxes. In addition to the Bonds, there is other debt issued by the District and other entities with jurisdiction in the District, which is payable from *ad valorem* taxes levied on parcels in the District. See “PROPERTY TAXATION – Tax Rates” and “- Direct and Overlapping Debt” below.

Levy, Collection and Pledge of Taxes. The County will levy and collect such *ad valorem* taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Bonds, which is maintained by the County and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property.

Statutory Lien on Ad Valorem Tax Revenues. Under California law, voter-approved general obligation bonds which are secured by *ad valorem* tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Natural Disasters. Economic and other factors beyond the District’s control, such as economic recession, deflation of property values, pandemics, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, drought or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate. See “PROPERTY TAXATION – Assessed Valuations – Factors Relating to Increases/Decreases in Assessed Value.”

Building Fund

Proceeds from the sale of the Bonds, to the extent of the principal amount thereof, will be paid to the County to the credit of the fund created and established in the Bond Resolution and known as the “Election of 2020, Series B Building Fund” (the “**Building Fund**”), which will be accounted for as separate and distinct from all other District and County funds. The proceeds will be used solely for the purposes for which the Bonds are being issued and for payment of permissible costs of issuance. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remains excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Interest earnings on the investment of monies held in the Building Fund will be retained in the Building Fund.

Debt Service Fund

Amounts to pay debt service on the Bonds will be held in the fund created and established in the Bond Resolution and known as the “Election of 2020, Series B Debt Service Fund” (the “**Debt Service Fund**”) for the Bonds, which will be established as a separate fund to be maintained distinct from all other funds of the District and the County. All taxes levied by the County for the payment of the principal of and interest on the Bonds will be deposited in the Debt Service Fund by the County promptly upon the receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The County will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest on the Bonds as the same becomes due and payable.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the County shall transfer such amounts to the District’s general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Not a County Obligation

The Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal and interest on the Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Bonds, the Bonds are not a debt of the County.

PROPERTY TAXATION

Property Tax Collection Procedures

In California, property subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing state assessed public utilities’ property and real property, the taxes on which create a lien on such property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the county in which the property is located.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. However, Senate Bill 813 (enacted by Statutes of 1983, Chapter 498) (“**SB 813**”), provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization (“**SBE**”) and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as “unitary

property”, a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and “operating nonunitary” property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation

The assessed valuation of property in the District is established by the assessor of the County, except for public utility property which is assessed by the SBE, as described above. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the California Constitution. For a discussion of how properties currently are assessed, see APPENDIX A under the heading “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.”

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

Assessed Valuation History. The table below shows a history of the District’s assessed valuation.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT Assessed Valuation Fiscal Years 2013-14 through 2023-24

Fiscal Year	Local Secured	Utility	Unsecured	Total	% Change
2013-14	\$4,251,732,172	\$585,959	\$30,080,587	\$4,291,398,718	--%
2014-15	4,409,325,891	585,959	40,536,328	4,450,448,178	3.7
2015-16	4,665,890,432	585,959	42,494,107	4,708,970,498	5.8
2016-17	4,965,635,987	1,671,275	43,867,327	5,011,174,589	6.4
2017-18	5,253,431,679	1,671,275	45,495,300	5,300,598,254	5.8
2018-19	5,601,156,073	1,671,275	46,043,385	5,648,870,733	6.6
2019-20	5,934,772,228	1,671,275	48,585,710	5,985,029,213	5.6
2020-21	6,253,108,211	0	49,336,556	6,302,444,767	5.3
2021-22	[to come]				
2022-23	[to come]				
2023-24	[to come]				

Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and disasters such as wildfires, earthquakes, droughts, floods and pandemics, among others. The District cannot predict or make any representations regarding the effects that natural disasters or other conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have had on economic activity in the District or throughout the State.

Wildfires. According to the State, fire season is starting earlier and ending later each year, with the increased length of the season corresponding to an increase in the extent of forest fires across the State. In addition to destroying land and structures, there have been human fatalities and negative impacts on air quality throughout the State. Fires in the State and neighboring states have threatened the region's power grids, making some power lines unreliable. The District cannot predict or make any representations regarding the effects that wildfires and related conditions have or may have on the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

Seismic Events. The District is located in a seismically active region and active earthquake faults run near the District. An earthquake of large magnitude could result in extensive damage to property within the District and could adversely affect the assessed valuation of property within the District, or more generally the region's economy.

Drought. The State has experienced drought conditions in recent years, including a period of drought followed by record-level precipitation, which resulted in related severe flooding and mudslides in certain regions. As of September 26, 2023, the U.S. Drought Monitor indicates that the State is classified as experiencing mostly no drought conditions with some moderate and abnormally dry conditions, with the County in the no drought category. During 2021, the Governor of the State proclaimed a drought state of emergency for all counties in the State, culminating with an October 19, 2021, proclamation, urging Californians to step up their water conservation efforts.

In January 2022, the State Water Board adopted emergency regulations aimed at saving water and raising drought awareness, with prohibitions focused on reducing outdoor water use, enforceable by local agencies and the State Water Board, generally with warning letters, mandatory water use audits, and fines. Local agencies can impose and enforce their own drought conservation rules.

Climate Change. In addition to the events described above, climate change caused by human activities may have adverse effects on the assessed value of property within the District. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, many scientists expect that climate change will intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods, heat waves, and rising sea levels. Projections of the impact of global climate change are complex and depend on a variety of factors outside of the District's control. The various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. In addition, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District is unable to forecast with certainty when or if adverse impacts of climate change will occur or the extent of such impacts.

Public Health Emergencies. In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. On February 11, 2020, the World Health Organization announced the official name for the outbreak of the disease known as COVID-19 ("**COVID-19**"), an upper respiratory tract illness, that spread across the globe. The ultimate impact of COVID-19 on the District's operations and finances and the economy, real estate market, development within the District and tax collections may not be fully known, and it may be some time before the full adverse impact of the COVID-19 outbreak is known. Further, there could be future COVID-19 outbreaks or other public health emergencies that could have material adverse effects on the City's operations and finances. In addition, the District cannot predict whether future pandemics will occur and whether any such pandemics may impact its finances or operations. As of this date,

several vaccines have been provided approval by federal health authorities and are widely available, and both the national emergency and state of emergency have officially ended, and the World Health Organization declared an end to the COVID-19 global health emergency.

Property Tax Base Transfer Ballot Measure. On November 3, 2020, State voters approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment (“**Proposition 19**”), which will: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) broaden the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on assessed valuation of real property in the District.

Assessed Valuation By Jurisdiction. The following table sets forth assessed valuation in the District by jurisdiction.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2023-24 Assessed Valuation by Jurisdiction**

[to come]

Source: *California Municipal Statistics, Inc.*

Assessed Valuation by Land Use. The following table shows the land use of property in the District, as measured by assessed valuation and the number of parcels for fiscal year 2023-24. As shown, the majority of the District's assessed valuation is represented by residential property.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Local Secured Property Assessed Valuation and Parcels by Land Use
Fiscal Year 2023-24**

[to come]

(1) Local secured assessed valuation; excluding tax-exempt property.
Source: *California Municipal Statistics, Inc.*

Assessed Valuation of Single-Family Residential Parcels. The following table shows a breakdown of the assessed valuations of improved single-family residential parcels in the District for fiscal year 2023-24, including the median and average assessed value of single-family parcels in the District.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Per Parcel Assessed Valuation of Single Family Homes
Fiscal Year 2023-24**

[to come]

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: *California Municipal Statistics, Inc.*

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution” in APPENDIX A.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the SBE, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

Tax Rates

Below are historical typical tax rates in a typical tax rate area (Tax Rate Area 4-000) within the District for fiscal years 2019-20 through 2023-24.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Typical Total Tax Rates per \$100 of Assessed Valuation (TRA 4-000)⁽¹⁾
Fiscal Years 2019-20 through 2023-24

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
General Tax Rate	\$1.000000	\$1.000000			
Pacific Grove Unified School District	.063366	.077597	[to come]	[to come]	[to come]
Monterey Peninsula CCD	.020484	.020166			
Total Tax Rate	\$1.083850	\$1.097763			

(1) 2023-24 assessed valuation of TRA 4-000 is \$ _____ which is ____ % of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

Tax Levies and Delinquencies

No Teeter Plan. Certain counties in the State operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “**Teeter Plan**”). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. The County has not adopted the Teeter Plan, and consequently the Teeter Plan is not available to local taxing entities within the County, such as the District. The District’s receipt of property taxes is therefore subject to delinquencies.

Collections and Delinquencies History. The District’s total secured tax collections and delinquencies are apportioned on a County-wide basis, according to the District’s designated tax rate amount. Therefore, the total secured tax levies, as well as collections and delinquencies reported, do not represent the actual secured tax levies, collections and delinquencies of tax payers within the tax areas of the District. In addition, the District’s total secured tax levy does not include special assessments, supplemental taxes or other charges which have been assessed on property within the District or other tax rate areas of the County.

The following table shows the secured tax charges and delinquencies for secured property in the for fiscal years 2012-13 through 2022-23.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT Secured Tax Charges and Delinquencies Fiscal Years 2012-13 through 2022-23

Fiscal Year	Secured Tax Charge ⁽¹⁾	Amount Delinquent June 30	% Delinquent June 30
2012-13	\$18,479,781	\$285,412	1.54%
2013-14	19,044,015	216,756	1.14
2014-15	20,033,081	207,547	1.04
2015-16	21,218,358	193,178	0.91
2016-17	22,626,926	211,919	0.94
2017-18	23,957,770	210,102	0.88
2018-19	25,542,244	340,477	1.33
2019-20	26,698,663	387,671	1.45
2020-21	[to come]		
2021-22	[to come]		
2022-23	[to come]		

(1) 1% General fund apportionment.
Source: *California Municipal Statistics, Inc.*

Top 20 Property Owners

The following table shows the 20 largest taxpayers in the District as determined by their secured assessed valuations in fiscal year 2023-24. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT Top 20 Secured Property Taxpayers Fiscal Year 2023-24

[to come]

(1) 2022-23 local secured assessed valuation: \$222,261,522.
Source: *California Municipal Statistics, Inc.*

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. for debt issued as of _____, 2023. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
(Debt Issued as of _____, 2023)

[to come]

(1) Excludes the Bonds offered for sale hereunder.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: *California Municipal Statistics, Inc.*

TAX MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The Bonds are "qualified tax-exempt obligations" within the meaning of section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "**Tax Code**"), such that, in the case of certain financial institutions (within the meaning of section 265(b)(5) of the Tax Code), a deduction for federal income tax purposes is allowed for 80% of that portion of such financial institution's interest expense allocable to interest payable on the Bonds.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Tax Code relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds, or may cause the Bonds to not be "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Tax Code.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium

on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or cause the Bonds to not be “qualified tax-exempt obligations,” or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

Form of Opinion. A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX D.

CERTAIN LEGAL MATTERS

Legality for Investment

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

Absence of Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The

District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and sell the Bonds.

The District is routinely subject to lawsuits and claims. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District. The District may be or may become a party to lawsuits and claims which are unrelated to the Bonds or actions taken with respect to the Bonds and which have arisen in the normal course of operating the District, including as a result of the COVID-19 pandemic. The District maintains certain insurance policies which provide coverage under certain circumstances and with respect to certain types of incidents. The District cannot predict what types of claims may arise in the future.

Compensation of Certain Professionals

Payment of the fees and expenses of Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel to the District, Dale Scott & Company Inc., as municipal advisor to the District, and Kutak Rock LLP, as counsel to the Underwriter, are contingent upon issuance of the Bonds.

CONTINUING DISCLOSURE

The District will execute the Continuing Disclosure Certificate in connection with the issuance of the Bonds, and covenant therein, for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District (an “**Annual Report**”) to the Municipal Securities Rulemaking Board (the “**MSRB**”) not later than nine months after the end of the District’s fiscal year, commencing March 31, 2024, with the report for the 2022-23 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the MSRB. The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in the form of Continuing Disclosure Certificate attached as APPENDIX E. These covenants have been made in order to assist the Underwriter of the Bonds in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “**Rule**”).

The District has prior undertakings pursuant to the Rule. In the previous five years, _____. The District has engaged Dale Scott & Company Inc., to serve as dissemination agent with respect to each of its continuing disclosure undertakings, including the undertaking to be entered into for the Bonds. Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District’s duties regarding continuing disclosure. [UPDATE/CONFIRM]

Neither the County nor any other entity other than the District shall have any obligation or incur any liability with respect to the performance of the District’s duties regarding continuing disclosure. The County has not reviewed, nor is it responsible for, the content of this Official Statement.

RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC (“**S&P**”), has assigned a rating of “___” to the Bonds. The District has provided certain additional information and materials to S&P, some of which does not appear in this Official Statement to the extent deemed not material for investment purposes. The rating reflects only the view of S&P, and an explanation of the significance of the rating and outlook may be obtained only from S&P. There is no assurance that any credit rating given to the Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

The District has covenanted in the Continuing Disclosure Certificate to file on EMMA notices of any rating changes on the Bonds on EMMA. See “APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE” attached hereto. Notwithstanding such covenant, information relating to rating changes on the Bonds may be publicly available from the rating agency prior to such information being provided to the District and prior to the date the District is obligated to file a notice of rating change on EMMA. Purchasers of the Bonds are directed to S&P's and its website and official media outlets for the most current rating changes with respect to the Bonds after the initial issuance of the Bonds.

UNDERWRITING

The Bonds are being purchased by Raymond James & Associates, Inc. (the “**Underwriter**”). The Underwriter has agreed to purchase the Bonds at a price of \$_____ which is equal to the aggregate principal amount of the Bonds of \$_____, [plus][less] [net] original issue [premium][discount] of \$_____ less an Underwriter's discount of \$_____.

The bond purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased, and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Bonds will be on file at the office of the Paying Agent in San Francisco, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or owners of any of the Bonds.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the forepart of the Official Statement.

GENERAL INFORMATION

The District is comprised of an area of approximately 12 square miles located on the Monterey Peninsula and serves the City of Pacific Grove and an adjoining portion of the unincorporated area of Del Monte Forest in Monterey County (the "**County**"), in the State of California (the "**State**"). The District currently operates two elementary schools, one middle school and one high school. The District also maintains a continuation high school, an adult education center, and three childcare centers. Enrollment in the District for the 2023-24 school year is budgeted for approximately 1,772 students. For purposes of education funding, the District is a Basic Aid District or Community Supported District, meaning that the District's share of local property taxes exceeds its funding entitlement under the State's education funding formula. For more information on the District's Basic Aid status, see "–Community Supported District" below.

For more information regarding the District and its finances see APPENDIX B attached hereto. See also APPENDIX C hereto for demographic and other statistical information regarding the City of Pacific Grove and the County.

District Governance and Administration

The District is governed by a five-member Board of Education (the "**Board**"), each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. Current members of the Board, together with their office and the date their term expires, are listed below.

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Carolyn Swanson	President	December 2024
Jennifer McNary	Clerk	December 2026
Elliot Hazen	Trustee	December 2026
Laura Ottmar	Trustee	December 2026
Brian Swanson	Trustee	December 2024

Administrative Personnel. The Superintendent of the District, appointed by the Board, is responsible for management of the day-to-day operations and supervises the work of other District administrators. Joshua Jorn currently serves as the Interim Superintendent of the District and Song Chin-Bendib as the Assistant Superintendent, Business Services.

Recent Enrollment Trends

The following table shows a recent history and budgeted enrollment for the District.

ANNUAL ENROLLMENT
Fiscal Years 2016-17 through 2023-24
Pacific Grove Unified School District

<u>Fiscal Year</u>	<u>Student Enrollment</u>	<u>% Change</u>
2016-17	2,078	--%
2017-18	2,091	0.6
2018-19	2,035	(2.7)
2019-20	1,981	(2.7)
2020-21	1,899	(4.1)
2021-22	1,812	(4.6)
2022-23	1,772	(2.2)
2023-24*	1,772	0.0

* Budgeted.

Source: California Department of Education for 2016-17 through 2022-23; Pacific Grove Unified School District for 2023-24.

Employee Relations

The District has 141.0 certificated full-time equivalent (“FTE”) employees, 122.74 classified FTE employees, and 22.9 management/supervisor/confidential FTE employees. The employees of the District are represented by various bargaining units, as follows:

<u>Employee Group</u>	<u>Representation</u>	<u>Contract Expiration Date</u>
Certificated	Pacific Grove Teachers Association	June 30, 2024
Classified	California School Employees Association	June 30, 2023*

[*Employees continue to work under expired contracts during negotiations.]

Source: Pacific Grove Unified School District.

FINANCIAL INFORMATION

Education Funding Generally

School districts in California (the “**State**”) receive operating income primarily from two sources: the State funded portion which is derived from the State’s general fund, and a locally funded portion, being the district’s share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly impact a school district’s revenues and operations.

The fiscal year 2013-14 State budget package replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the “**LCFF**”). Under the LCFF, school districts receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of average daily attendance (“**ADA**”), which varies with respect to different grade spans and are adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.
- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional concentration grant of up to 65% (which was increased from 50% as part of the State’s trailer bill to the 2021-22 State Budget - Assembly Bill 130) of a local education agency’s base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.
- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and was phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district’s proportionate share of the appropriations included in the State budget (based on the percentage of each district’s students who are low-income, English learners, and foster youth (“**Targeted Students**”)), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district’s funding gap.

Funding levels used in the LCFF entitlement calculations for fiscal year 2023-24 are set forth in the following table.

**Fiscal Year 2023-24 Base Grant Funding* Under LCFF
by Grade Span**

Entitlement Factor	TK/K-3	4-6	7-8	9-12
A. 2022-23 Base Grant per ADA	\$9,166	\$9,304	\$9,580	\$11,102
B. 2023-24 COLA for LCFF (A x 8.22%)	\$753	\$765	\$787	\$913
C. 2023-24 Base Grant per ADA before Grade Span Adjustments (A+B)	\$9,919	\$10,069	\$10,367	\$12,015
D. Grade Span Adjustments (TK-3: C x 10.4%; 9-12: C x 2.6%)	\$1,032	n/a	n/a	\$312
E. 2023-24 Base Grant/Adjusted Base Grant per ADA (C + D)	\$10,951	\$10,069	\$10,367	\$12,327

*Add-ons to the Base Grant, as may be applicable, are: (1) Supplemental Grant: For the supplemental grant funding entitlement, for each grade span, the calculation is the base grant or adjusted base grant per ADA, times total funded ADA, times Unduplicated Pupil Percentage, times 20%, (2) Concentration Grant: For the concentration grant funding entitlement, the calculation is the base grant or adjusted base grant per ADA, times total funded ADA, times portion of Unduplicated Pupil Percentage that exceeds 55%, times 65%, and (3) Transitional Kindergarten Add-On: For the TK add-on funding, the amount is the rate of \$3,044 times the school district's current year TK ADA.

Source: California Department of Education.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the State Budget for fiscal year 2013-14 created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

Community Supported Districts. Community Supported Districts (also known as Basic Aid Districts), are those whose local property tax revenues exceed the funding entitlement under the LCFF. Community Supported Districts do not receive any funds from the State appropriation, however, they do receive funds from the State for categorical and grant programs restricted to a special population or for certain purposes such as disabled students or instructional equipment. The current law in California allows these districts to keep the excess property tax revenues without penalty. The implication for Community Supported Districts is that the legislatively determined annual cost of living adjustment and other politically determined factors are less significant in determining such districts' primary funding sources. Rather, property tax growth and the local economy become the determinant factors. Under Proposition 30, Basic Aid Districts are

entitled to the minimum \$200 per pupil from the Education Protection Account, and, under the Constitution, Basic Aid Districts receive a minimum of \$120 per pupil.

The District's Basic Aid status is a result of reductions to its LCFF allocation, occasioned by reduced levels of State funding of education, declining enrollment, and increasing property tax collections, such that the District's property taxes now represent the bulk of its LCFF allocation revenues. The District expects to continue to have local property tax revenue in excess of its LCFF entitlement for the near future.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts. District accounting is organized on the basis of funds, with each group consisting of a separate accounting entity. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30. For more information on the District's basis of accounting and fund accounting, see Note 1 of APPENDIX B to the Official Statement.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Community Supported District

The District's local property taxes have exceeded the Local Control Funding Formula (the "**LCFF**") allocation for the District, resulting in the District being treated as a "Community Supported District" for purposes of general-purpose education funding by the State for over 35 years. With implementation of the LCFF, commencing in fiscal year 2013-14, a school district, that has property tax revenues exceeding its entitlement under the LCFF, is entitled to keep the local property tax revenues that exceed its LCFF funding entitlement. The District expects to continue to have local property tax revenue in excess of its LCFF allocation for the near future, and expects a benefit of approximately \$_____ million in fiscal year 2023-24 as a result of being a Community Supported District.

Financial Statements

General. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's June 30, 2022, audited financial statements were prepared by Eide Bailly, Fresno, California, and are attached to the Official Statement as APPENDIX B. Audited financial statements for the District for prior fiscal years are on file with the District and available for public inspection at the Office of the Assistant Superintendent, Business Services. The District has not requested, and the auditor has not provided, any review or update of such financial statements in connection with inclusion in this Official Statement.

General Fund Revenues, Expenditures and Changes in Fund Balance. The following table shows the audited income and expense statements for the District for the fiscal years 2017-18 through 2021-22.

GENERAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2017-18 through 2021-22 (Audited)
Pacific Grove Unified School District ⁽¹⁾

	Audited 2017-18	Audited 2018-19	Audited 2019-20	Audited 2020-21	Audited 2021-22
Revenues:					
LCFF	\$27,410,041	\$29,357,331	\$30,391,751	\$32,234,685	\$33,281,976
Federal Revenues	795,584	719,971	581,099	1,932,812	1,359,880
Other State Revenues	2,245,338	4,186,197	2,837,359	3,081,226	4,418,218
Other Local Revenues	1,585,712	1,722,017	2,062,262	1,799,125	2,713,189
Total Revenues	<u>32,036,675</u>	<u>35,985,516</u>	<u>35,872,471</u>	<u>39,047,848</u>	<u>41,773,263</u>
Expenditures:					
Instruction	19,557,953	22,005,032	21,599,074	22,828,173	24,206,351
Supervision of Instruction	304,128	454,644	419,650	462,501	784,695
Instructional library, media, technology	308,608	329,187	329,753	362,612	379,200
School site administration	2,711,911	2,971,352	2,921,096	2,696,387	2,908,702
Home-to-school transportation	455,838	415,762	292,462	233,181	367,248
Food services	3,374	17,579	2,964	75,237	36,135
All other pupil services	2,652,803	2,507,957	2,334,900	2,825,570	3,440,392
Data processing	--	377,580	400,233	505,416	568,569
All other general administration	2,582,349	2,531,145	2,648,367	3,319,178	3,245,207
Plant services	3,438,142	3,352,953	3,380,775	3,310,142	3,950,868
Facility acquisition and construction	252,259	12,252	81,472	--	--
Ancillary services	288,397	350,590	401,687	340,061	303,851
Community services	794	15,961	--	216,645	3,033
Other outgo	61,421	135,190	152,809	128,434	150,310
Enterprise services	155,861	140,840	--	(310,914)	(233,975)
Debt service: principal	--	--	--	--	--
Debt service: interest	--	--	--	--	--
Total Expenditures	<u>32,773,838</u>	<u>35,618,024</u>	<u>34,965,242</u>	<u>36,992,623</u>	<u>40,110,586</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(737,163)	367,492	907,229	2,055,225	1,662,677
Other Financing Sources (Uses)					
Operating transfers in	--	--	--	--	--
Other sources	--	--	--	--	--
Operating transfers out	(245,864)	(269,020)	(190,626)	(627,721)	(83,193)
Total Other Financing Sources (Uses)	<u>(245,864)</u>	<u>(269,020)</u>	<u>(190,626)</u>	<u>(627,721)</u>	<u>(83,193)</u>
Net change in fund balance	(983,027)	98,472	716,603	1,427,504	1,579,484
Fund Balances July 1	5,586,956	4,603,929	4,702,401	5,419,004	6,846,508
Fund Balances June 30	<u>\$4,603,929</u>	<u>\$4,702,401</u>	<u>\$5,419,004</u>	<u>\$6,846,508</u>	<u>\$8,425,992</u>

(1) Figures may not sum to totals due to rounding.

Source: Pacific Grove Unified School District Audit Reports. Because the District is a Basic Aid District, the majority of LCFF funding is derived from local sources.

District Budget and Interim Financial Reporting

Budgeting and Interim Reporting Procedures. State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Monterey County Superintendent of Schools (the "**County Superintendent**").

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 ("**A.B. 1200**") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent two fiscal years. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

Under California law, a school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax revenue anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines the district's repayment of indebtedness is probable.

District's Budget and Interim Certification History. During the past five years, each of the District's adopted budgets have been approved by the County Superintendent and the District has received positive certifications on all of its interim reports.

District's General Fund. The following table shows the general fund figures for fiscal year 2022-23 (unaudited actuals) and fiscal year 2023-24 (adopted budget).

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Revenues, Expenditures, and Changes in General Fund Balance
Fiscal Year 2022-23 (Unaudited Actuals)
Fiscal Year 2023-24 (Adopted Budget)

	Unaudited Actuals 2022-23	Adopted Budget 2023-24
Revenues		
Total LCFF Sources	\$35,887,715	\$37,599,021
Federal Revenues	1,645,132	1,015,180
Other state revenues	4,531,581	3,402,806
Other local revenues	3,091,472	2,613,386
Total Revenues	45,155,901	44,630,393
Expenditures		
Certificated Salaries	19,983,627	20,186,131
Classified Salaries	8,244,457	9,087,794
Employee Benefits	10,399,933	11,136,774
Books and Supplies	1,366,511	1,547,104
Services and Other Operating Expenditures	3,814,420	3,945,273
Capital Outlay	98,919	109,235
Other Outgo (excluding transfers of indirect costs)	127,846	82,000
Other Outgo	(97,326)	--
Total Expenditures	43,938,387	46,094,311
Excess of Revenues Over/(Under) Expenditures	1,217,514	(1,463,918)
Other Financing Sources (Uses)		
Operating transfers in	--	--
Operating transfers out	(418,286)	(419,635)
Other sources	--	--
Contributions	--	--
Total Other Financing Sources (Uses)	(418,286)	(419,635)
Net change in fund balance	799,228	(1,883,553)
Fund Balance, July 1	8,419,840	9,219,067
Fund Balance, June 30 ⁽¹⁾	\$9,219,067	\$7,335,515

(1) Fund balances do not reflect all funds included in the District's general fund in the audited financial statements.
Source: Pacific Grove Unified School District.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future.

Under State law, there are certain restrictions on the amounts that can be held in reserve by school districts under certain circumstances. This reserve cap requirement does not apply to small school districts (ADA of fewer than 2,501 students) or school districts funded as Basic Aid school districts. When applicable, the reserve cap requires that a school district's adopted or revised budget not contain a combined assigned or unassigned ending general fund balance of more than 10% of those funds. The applicability of the reserve cap is based on the balance in the State's Public School System Stabilization Account and is triggered in any fiscal year in which when the balance is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts. A county superintendent of schools may grant a school district under its jurisdiction an exemption from the requirements for up to two consecutive fiscal years within a three-year period, if the school district provides documentation indicating that extraordinary fiscal circumstances, including, but not limited to, multi-year infrastructure or technology projects, substantiate the need for a combined assigned or unassigned ending general fund balance that is in excess of the reserve cap. The reserve cap has been triggered for fiscal year 2022-23 and, as such, the cap must be taken into account in the budget process for school districts to which it applies, or an exemption must be sought. The District is exempt from the reserve cap as a Basic Aid school district.

Attendance - LCFF Funding

With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. With implementation of the LCFF commencing in fiscal year 2013-14, a school district, such as the District, which has property tax revenues which exceed its entitlement under the LCFF, is entitled to keep its local property tax revenues which exceed its LCFF funding entitlement.

Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, for non-Basic Aid school districts, the State apportionments will amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue

limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it is entitled to.

For school districts which were Basic Aid districts prior to implementation of the LCFF, provided that the per pupil funding targets under LCFF, including economic recovery targets, are met or exceeded by local property tax revenues, such districts are entitled to retain their status as Basic Aid districts and keep their full local property tax revenue entitlement. The threshold for Basic Aid status under the LCFF, however, is higher than under the prior funding formula, resulting in some districts falling out of Basic Aid status as the result of the implementation of the LCFF. Accountability measures contained in the LCFF must be implemented by all districts, including Basic Aid districts.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under Every Student Succeeds Act, the Individuals with Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's LCFF funding entitlement and its property tax revenues. In addition to such apportionment revenue, the District receives other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material. For additional discussion of State aid to school districts, see "- Education Funding Generally."

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, leases and rentals.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. The plan is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. The benefit provisions and contribution amounts are established by State laws, as amended from time to time.

Prior to fiscal year 2014-15, contribution rates were constant and not subject to annual variations. K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, and participants contributed 8% of their respective salaries. In September 2013, however, STRS projected that the plan would be depleted in 31 years if existing contribution rates continued and other actuarial assumptions were realized, largely due to significant investment losses.

Assembly Bill 1469 was adopted as part of the State's fiscal year 2014-15 budget ("**AB 1469**"), aimed at fully funding the unfunded actuarial obligation of STRS with respect to service credited to member of STRS prior to July 1, 2014 (the "**2014 Liability**"), within 32 years, by increasing contribution rates of members, K-14 school district employers, and the State. Under AB 1469, employer contributions were steadily increased over seven years, pursuant to the following schedule:

**STRS EMPLOYER CONTRIBUTION RATES
PURSUANT TO AB 1469**

<u>Effective Date</u>	<u>Employer Contribution Rate</u>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13 ⁽¹⁾
July 1, 2020 ⁽²⁾	19.10 ⁽¹⁾

(1) Subsequently reduced in connection with State budget acts and related legislation. See following paragraph.

(2) Rate to continue in subsequent years unless modified by the STRS Board.

Source: AB 1469.

Under AB 1469, the rate of 19.10% in effect as of July 1, 2020, was to continue unless modified by the STRS Board. However, the State legislature subsequently modified employer contribution rates in certain years as part of trailer bills adopted in connection with State budgets. Senate Bill 90 ("**SB 90**") was enacted in connection with the fiscal year 2019-20 State budget, appropriating \$2.25 billion to pay in advance part of the employer contributions for fiscal years 2019-20 and 2020-21. The effect was that the employer contribution rate effective July 1, 2019, was 17.10% and effective July 1, 2020, was 18.4%. However, in part in response to expected financial strain caused by the COVID-19 pandemic, the State's 2020-21 budget redirected additional funds to reducing employer contribution rates, resulting in a rate of 16.15% in fiscal year 2020-21 and 16.92% in fiscal year 2021-22.

The employer contribution rate is 19.10% in fiscal year 2023-24 pursuant to AB 1469. The State also continues to contribute to STRS, and its contribution rate in fiscal year 2023-24 is 8.538%.

The District's recent contributions to STRS including the current budgeted fiscal year are set forth in the following table. These contributions represent 100% of the required contribution for each year.

STRS CONTRIBUTIONS
Pacific Grove Unified School District
Fiscal Years 2017-18 through 2023-24

Fiscal Year	Amount
2017-18	\$2,348,315
2018-19	2,794,378
2019-20	2,935,229
2020-21	2,909,386
2021-22	3,115,465
2022-23 ⁽¹⁾	5,382,586
2023-24 ⁽²⁾	5,583,410

(1) Unaudited Actual.

(2) Budgeted.

Source: Pacific Grove Unified School District.

The STRS defined benefit program continues to have an unfunded actuarial liability estimated at approximately \$80.8 billion as of June 30, 2022, which is the date of the last actuarial valuation.

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the “Schools Pool.” Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, employers are required to contribute an amount based on an actuarially determined employer rate, and employees make contributions which vary based on their date of hire.

Like the STRS program, PERS has experienced an unfunded liability in recent years. To address this issue, the PERS board has taken a number of actions, including changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates and adopting changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy incrementally lowering its discount rate (its assumed rate of investment return) in years of good investment returns, to help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. SB 90, and Assembly Bill 84/Senate Bill 111 (“**AB 84**”) of June 2020, directed contributions of \$430 million and \$330 million in satisfaction of portions of employer contribution rates in fiscal years 2020-21 and 2021-22, respectively. Recent employer contribution rates are set forth in the following table.

EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2019-20 through 2023-24⁽¹⁾

Fiscal Year	Employer Contribution Rate ⁽¹⁾
2019-20	19.721%
2020-21	20.700
2021-22	22.910
2022-23	25.370
2023-24	26.680

(1) Expressed as a percentage of covered payroll.
Source: PERS

The District's employer contributions to PERS for recent fiscal years are set forth in the following table.

PERS EMPLOYER CONTRIBUTIONS
Pacific Grove Unified School District
Fiscal Years 2017-18 through 2023-24

Fiscal Year	Amount
2017-18	\$927,697
2018-19	1,216,916
2019-20	1,424,084
2020-21	1,501,999
2021-22	1,870,037
2022-23 ⁽¹⁾	1,996,568
2023-24 ⁽²⁾	2,343,084

(1) Unaudited Actual.
(2) Budgeted.
Source: Pacific Grove Unified School District.

PERS continues to have an unfunded liability which, on a market value of assets basis, was approximately \$37.6 billion as of June 30, 2022, which is the date of the last actuarial valuation.

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including

employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013, will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information - STRS and PERS. Additional information regarding the District's retirement programs is available in Note 15 to the District's audited financial statements attached hereto as APPENDIX B. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811.

More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

Other Post-Employment Retirement Benefits

Plan Description. The District's governing board administers the Postemployment Benefits Plan (the "**Plan**") is a single-employer defined benefit healthcare plan administered by the District. The Plan provides post-employment benefits other than pensions ("**OPEB**") for eligible retirees and their spouses. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. Membership of the Plan as of the June 30, 2021 valuation date was 130 retirees and beneficiaries currently receiving benefits and 282 active plan members.

Contributions. The benefit payment requirements of the Plan members and the District are established and may be amended by the District, the Pacific Grove Teachers Association

("PGTA"), the local California Service Employees Association ("CSEA"), and unrepresented groups. The benefit payment is based on projected pay-as-you-go financing requirements as determined annually through the agreements with the District, PGTA, CSEA, and the unrepresented groups. For measurement period as of the June 30, 2021 valuation, the District paid \$236,208 in benefits, including \$74,200 for an implicit rate subsidy.

Total OPEB Liability. The District's total OPEB liability of \$8,509,530 was measured as of June 30, 2021, using an actuarial valuation as of the same date.

Actuarial Assumptions. The District's total OPEB liability was determined by an actuarial valuation as of June 30, 2021, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified: inflation 2.50%, salary increases 2.75%, average, including inflation, discount rate of 2.16% was based on the Bond Buyer 20-bond General Obligation Index, and healthcare cost trend 4.00%. Mortality rates were based on the 2020 CalSTRS Mortality Table for certificated employees and the 2017 CalPERS Active Mortality for Miscellaneous Employees Table for classified employees. Mortality rates vary by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.

Changes in OPEB Liability of the District. The changes in OPEB liability of the District for the year ending June 30, 2022, is shown in the following table:

**CHANGES IN TOTAL OPEB LIABILITY
Pacific Grove Unified School District**

Changes for the Year Ended June 30, 2022	
Balance at June 30, 2020	\$9,298,705
Service Cost	832,192
Interest	209,898
Differences between expected and actual experience	(1,224,204)
Changes of assumptions	(259,070)
Benefit payments	(347,991)
Net Change in Total OPEB liability	<u>(789,175)</u>
Balance at June 30, 2021	\$8,509,530

Source: Pacific Grove Unified School District.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB. For the year ended June 30, 2022, the District recognized OPEB expense of \$459,431.

For more information regarding the District's OPEB and assumptions used in its most recent actuarial study, see Note 12 of APPENDIX B to the Official Statement.

Insurance – Risk Management

The District is a member of the Monterey County Schools' Insurance Group ("MCSIG"), NorCal ReLIEF, and the Monterey Educational Risk Management Authority ("MERMA") public entity risk pools. The District pays an annual premium to each entity for its health, workers' compensation, and property liability coverage. The relationships between the District, the pools,

and the JPA's are such that they are not component units of the District for financial reporting purposes.

These entities have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, fund transactions between the entities and the District are included in these statements. Audited financial statements are available from the respective entities.

The District has appointed one member to the governing board of MCSIG. During the year ended June 30, 2022, the District made payment of \$583,167 to MCSIG for medical, dental, vision, and life insurance.

The District has appointed one member to the governing board of NorCal ReLiEF. During the year ended June 30, 2022, the District made payment of \$239,453 to MCLPSIA for liability and property insurance.

The District has appointed one member to the governing board of MERMA. During the year ended June 30, 2022, the District made payment of \$794,229 to MERMA for workers' compensation insurance.

Disclaimer Regarding Cyber Risks

The District, like other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other electronic sensitive information, the District may be the subject of cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized remote access to the District's systems for the purposes of misappropriating assets or information or causing operational disruption or damage, or demanding ransom for restored access to files or information. No assurance can be given that the District's current efforts to manage cyber threats and security will, in all cases, be successful.

The District relies on other entities and service providers in the course of operating the District, including the County with respect to the levy and collection of *ad valorem* property taxes, as well as other trustees, fiscal agents and dissemination agents. No assurance can be given that future cyber threats and attacks against other third party entities or service providers will not impact the District and the owners of the Bonds, including the possibility of impacting the timely payments of debt service on the Bonds or timely filings pursuant to the Continuing Disclosure Certificate.

Existing Debt Obligations

General Obligation Bonds. The District received authorization at an election held on June 6, 2006, by a 55% affirmative vote of the qualified electors to issue general obligation bonds in a principal amount not to exceed \$42,000,000 (the "**2006 Authorization**"). The District has issued the entire amount of the 2006 Authorization.

The District received authorization at an election held on November 4, 2014, by a requisite 55% affirmative vote of the qualified electors to issue general obligation bonds in a principal amount not to exceed \$18,000,000 (the "**2014 Authorization**"). The District has \$9,293,000 remaining under the 2014 Authorization.

The District received authorization at an election held on March 3, 2020, by a requisite 55% affirmative vote of the qualified electors to issue general obligation bonds in a principal amount not to exceed \$30,000,000 (the "**2020 Authorization**"). The Bonds described herein are the second issuance under the 2020 Authorization. The District has \$17,460,000 remaining under the 2020 Authorization.

The District's general obligation bonds and general obligation refunding bonds outstanding as of October 1, 2023 are shown in the following table.

**GENERAL OBLIGATION BONDS
Pacific Grove Unified School District**

<u>Dated Date</u>	<u>Series</u>	<u>Amount of Original Issue</u>	<u>Outstanding at October 1, 2023</u>
	<u>2006 Authorization</u>		
07/12/2011	Taxable General Obligation Bonds, Election of 2006, Series E ⁽¹⁾	\$7,780,000	\$2,792,000
	<u>2014 Authorization</u>		
04/28/2022	General Obligation Bonds, Election of 2014, Series D Ed Tech Bonds ⁽¹⁾	2,126,000	1,036,000
	<u>2020 Authorization</u>		
04/27/2021	General Obligation Bonds, Election of 2020, Series A	6,000,000	4,480,000
	<u>Refunding Bonds</u>		
07/15/2015	2015 General Obligation Refunding Bonds, Series A	4,925,000	2,480,000
07/15/2015	2015 General Obligation Refunding Bonds, Series B	3,380,000	1,855,000
08/04/2016	2016 General Obligation Refunding Bonds	16,125,000	15,055,000
	2017 General Obligation Refunding Bonds	10,130,000	8,355,000
	Total	\$50,466,000	\$36,053,000

(1) Private placement.

Compensated Absences. Compensated absences (unpaid employee vacation) for the District at June 30, 2022, amounted to \$336,956.

Impact of COVID-19

As described in this Official Statement, while indications are that the COVID-19 pandemic is transitioning to an endemic stage, many variables will continue to contribute to the economic impact of the COVID-19 pandemic and the recovery. The ultimate impact of COVID-19 on the District's operations and finances is not fully known, and it may be some time before the full impact of the COVID-19 pandemic is known. The Bonds described in this Official Statement are not secured by the District's funds, but rather are voter-approved general obligations of the District payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, and are not payable from the General Fund of the District.

Investment of District Funds

In accordance with California Government Code Sections 53600 *et seq.*, the County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the California Government Code. See APPENDIX G to the Official Statement for the County's current investment policy and recent investment report.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see “— Education Funding Generally” above). State funds typically make up the majority of a district’s LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding. See “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS.”

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

The information in this section concerning the State's budget or budgets has been compiled from publicly-available information provided by the State or the Legislative Analyst's Office (the "LAO"). Neither the District, the Underwriter nor the County is responsible for the information provided in this section.

State Funding of Education Generally

The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. The primary source of funding for school districts are revenues under the LCFF, which are a combination of State funds and local property taxes (see "FINANCIAL INFORMATION - Education Funding Generally" above). State funds typically make up the majority of a district's LCFF allocation, although Basic Aid school districts derive the majority of their revenues from local property taxes. School districts also receive substantial funding from the State for various categorical programs.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State's general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

The State Budget Process

The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "**Governor's Budget**"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Resources Relating to State Budgets

Certain information about the State budgeting process and the State budget is available through several State sources. Convenient sources of information include:

- www.treasurer.ca.gov: The California State Treasurer internet home page, under the link to “Bond Finance” and sub-heading “-Public Finance Division”, includes links to recent State official statements and various State financial documents which includes information regarding State budgets and finances.
- www.dof.ca.gov: The California Department of Finance’s (the “**DOF**”) internet home page, under the link to “California Budget”, includes the text of proposed and adopted State Budgets.
- www.lao.ca.gov: The LAO’s internet home page includes a link to “-The Budget” which includes analyses and commentary on fiscal outlooks.

The above references to internet websites shown are shown for reference and convenience only. The information contained within the websites may include outdated information and has not been reviewed for accuracy by the District or the Underwriter. Such information is not incorporated herein by reference.

The 2023-24 State Budget

On June 27, 2023, the Governor signed the State’s fiscal year 2023-24 State budget bill (the “**2023-24 State Budget**”), prior to the July 1, 2023, deadline. The 2023-24 State Budget spending plan totals \$310 billion and solves a \$31.5 billion deficit problem, which is largely the result of falling State revenues in recent months due to a downturn in the stock market and resulting decreased capital gains, a volatile and significant source of State revenues. The 2023-24 State Budget maintains the largest-ever reserves aimed at weathering projected deficits in out-years, as well as a potential economic recession in the coming one or two years.

The 2023-24 State Budget marked a change from several previous years of record surpluses, large ongoing program commitments, and major one-time expenditures for projects. Adding to uncertainties in budgeting was the delayed income tax return filing date due to federal and State winter storm disaster declarations. As a result, actual revenues in the 2023-24 State Budget will not be solidified until October 15, 2023, and further adjustments may be necessary if revenues continue to underperform projections.

The 2023-24 State Budget deficit was addressed with a combination of spending reductions totaling \$8 billion, including a planned \$750 million payment to the federal government to reduce the State’s \$20 billion unemployment insurance debt and approximately \$4 billion in funding previously earmarked for climate change and zero-emission programs, delayed spending of nearly \$8 billion previously approved for coming years, including funding for building facilities for transitional and full-day kindergarten, postponement in the spending of \$500 million in broadband expansion funding, and more than \$15 billion in revised revenue estimates, internal fund shifts and internal borrowing.

Highlights of the 2023-24 State Budget include:

Public Education: Continued full funding for public K–14 education, which will see an 8.4% increase in state funding, and keep commitments to previously authorized spending increases for the University of California and California State University.

Health Care: Continued funding for other previous multi-year health care commitments, including (a) increases to fund California’s universal access to affordable health care, such as the state’s Medi-Cal eligibility expansion for undocumented adults and significant reforms under the Governor’s California Advancing and Innovating Medi-Cal, and (b) agreement to place a bond measure on the March 2024 ballot, asking voters to increase bond funding for more behavioral health beds and transitional housing aimed at reducing the incidence of homelessness.

Managed Care Organization Tax: Implements allocations of available funds from the renewal of the Managed Care Organization tax to provide \$2.7 billion in State funds for reimbursement rate increases and other investments annually, beginning in 2025 and going through 2029.

Climate Change: A reduction in \$2.9 billion from the previous commitment of more than \$6 billion toward battling climate change.

Housing and Homelessness: \$1 billion for local homeless programs, and direction of \$100 million to the Housing and Community Development Department’s flagship Multi-Family Housing Program for developing additional affordable housing and leveraging additional public and private investment dollars. Invests \$50 million in the Fresno Public Infrastructure Plan designed to revitalize downtown Fresno and lay the groundwork for infill housing development through transportation, water and green space public works projects.

Public Transit: \$5.1 billion for transit across four years, with flexibility for capital and operations expenses and accountability provisions.

Funding for Proposition 98 is \$108.3 billion in the 2023-24 State Budget, which is \$2.1 billion less than the in the State budget for fiscal year 2022-23. An 8.2% cost-of-living adjustment will raise the funding formula, which is the primary funding source for general expenses and additional money for high-needs students, by 4.5% to \$79 billion. The additional funding takes into account a projected 3.16% decline statewide in ADA, including fewer students than projected enrolling in traditional kindergarten.

Other additional spending in the education portion of the 2023-24 State Budget includes:

- \$300 million to the funding formula to create an “equity multiplier” program, meant to enable certain high-needs schools to close opportunity and achievement gaps by addressing learning needs for the lowest-performing racial and ethnic student groups, students with disabilities and English learners in those schools.
- \$250 million in one-time funding to double grants over five years to high-poverty schools to train and hire literacy coaches for one-on-one and small-group interventions for struggling readers.

- \$80 million in ongoing funding for juvenile court and alternative schools operated by county offices of education.
- \$20 million in professional development grants for bilingual teachers.
- \$6 million more to the Golden State Teacher Grant program, which offers up to \$20,000 to a teacher candidate who commits to working in a priority school for four years, for teacher candidates preparing to become special education teachers.
- \$3.5 million ongoing to county offices of education to stock opioid overdose reversal medication, with at least two units at all middle and high schools within each county office's jurisdiction.
- \$1 million to develop a state "literacy roadmap" to provide guidance on teaching, training and using evidence-based practices on effective reading instruction.
- \$1 million for a panel to identify a choice of screening instruments from which all schools must choose, starting in 2025-26, to identify students at risk for dyslexia and other reading difficulties.
- \$1 million for professional development and leadership training through the Museum of Tolerance.

Several trailer bills implementing the provisions of the 2023-24 State Budget are expected to be considered and voted upon in the coming weeks.

For the full text of the 2023-24 State Budget, see the DOF website at www.dof.ca.gov. *The reference to this Internet website is shown for reference and convenience only and the information contained on such website is not incorporated by reference into this Official Statement. The information contained on this website may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

Disclaimer Regarding State Budgets

The execution of State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2022-23 State Budget or subsequent State budgets, or future changes (if any) in the budget due to shifts in the economy or other factors, will have on its own finances and operations. However, the Bonds described herein are secured by *ad valorem* property taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the owners of the Bonds to provide State Budget information to the District or the owners of the Bonds. Although the sources of information provided herein are known to be reliable, neither the District nor the Underwriter assume any responsibility for the accuracy of the budget information set forth or referred to in this Official Statement or incorporated herein.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory provisions relating to education funding in the State has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto, and how such events could impact the District and its finances.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* tax levied by the County for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 (“**Proposition 13**”), which added Article XIII A to the State Constitution (“**Article XIII A**”). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (iii) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. The tax for the payment of the Bonds falls within the exception described in (iii) of the immediately preceding sentence. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment”. This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no

longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home’s taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to “recapture” the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The SBE has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year’s assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the “recapture” provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B (“**Article XIII B**”) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the SBE as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIII C and XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIC to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “**Accountability Act**”). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be

increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State

general fund revenues (the “**first test**”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the “**second test**”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California *per capita* personal income (the “**third test**”). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. Constitutional amendments may be changed only with another statewide vote. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by Proposition 39 are K-12 school districts including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the “Local Taxpayer, Public Safety, and Transportation Protection Act of 2010,” approved on November 2, 2010, superseded many of the provisions of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State’s control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State’s authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State’s general fund.

Proposition 30 and Proposition 55

The Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “**Proposition 30**”), temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This

excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$600,000 but less than \$1,000,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers).

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “Proposition 98” and “Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to school districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children’s Education and Health Care Protection Act of 2016, also known as Proposition 55, was a proposed constitutional amendment initiative that was approved on the November 8, 2016, general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030, instead of the scheduled expiration date of December 31, 2018. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges. Proposition 55 did not extend the sales tax increases of Proposition 30.

California Senate Bill 222

Senate Bill 222 (“**SB 222**”) amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter-approved general obligation bonds which are secured by *ad valorem* tax collections such as the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered, enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 111, 22, 26, 30, 39 and 55 were each adopted as measures that qualified for the ballot under the State’s initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

APPENDIX B

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2021-22**

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION ABOUT THE CITY OF PACIFIC GROVE MONTEREY COUNTY

The Bonds are not a debt of the City of Pacific Grove (“the “City”) or Monterey County (the “County”). The County, including its Board of Supervisors, officers, officials, agents and other employees, are required, only to the extent required by law, to: (i) levy and collect ad valorem taxes for payment of the Bonds in accordance with the law; and (ii) transmit the proceeds of such taxes to the paying agent for the payment of the principal of and interest on the Bonds at the time such payment is due.

General Information

The City. The City is a small, coastal community surrounded by the Pacific Ocean, the Del Monte forest and the City of Monterey. The City has a warm-summer Mediterranean climate and was incorporated in 1889.

The County. The County covers an area of approximately 3,300 square miles and borders the Pacific Ocean almost at the midpoint of the California coastline, approximately 130 miles south of San Francisco and 240 miles north of Los Angeles. Incorporated in 1850 as one of the State’s original 27 counties, the City of Salinas is the County seat. Agriculture, tourism, and government are major contributors to the County’s economy. The Salinas Valley, located in the eastern portion of the County, is a rich agricultural center and one of the nation’s major vegetable producing areas. The Monterey Peninsula, famed for its scenic beauty, is a year-round tourist attraction. Pebble Beach, Cypress Point, Spyglass Hill, Poppy Hills and The Links at Spanish Bay are well known Monterey Peninsula golf courses. The Monterey Bay Aquarium and the City of Carmel also are attractions that draw tourists to the Monterey Peninsula.

Population

The following table lists population estimates for the County for the last five calendar years, as of January 1.

COUNTY OF MONTEREY
Population Estimates
Calendar Years 2019 through 2023 as of January 1

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Carmel-By-The-Sea	4,051	4,040	3,107	3,048	3,033
Del Rey Oaks	1,686	1,677	1,564	1,545	1,540
Gonzales	8,574	8,528	8,491	8,351	8,300
Greenfield	18,119	18,333	18,746	19,693	19,917
King City	14,544	14,838	13,454	13,323	13,817
Marina	22,704	22,372	21,306	21,527	22,068
Monterey	28,099	28,304	28,307	28,079	26,845
Pacific Grove	15,635	15,571	14,928	14,765	14,741
Salinas	160,522	160,387	161,380	159,745	159,475
Sand City	372	373	379	373	376
Seaside	33,074	33,608	31,117	32,115	29,790
Soledad	25,819	25,399	26,564	26,566	26,230
Balance Of County	107,000	106,963	106,054	104,834	104,236
County Total	440,199	440,393	435,397	433,964	430,368

Source: State Department of Finance estimates (as of January 1).

Employment and Industry

The unemployment rate in the County was 4.9% in August 2023, unchanged from a revised 4.9% in July 2023, and above the year-ago estimate of 4.2%. This compares with an unadjusted unemployment rate of 5.1% for the State and 3.9% for the nation during the same period.

The table below lists employment by industry group for the County for the past five calendar years.

**SALINAS METROPOLITAN STATISTICAL AREA
(MONTEREY COUNTY)
Annual Average Labor Force
Employment by Industry Group
(March 2022 Benchmark)**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Civilian Labor Force ⁽¹⁾	221,900	221,600	214,600	212,200	220,500
Employment	207,700	207,600	190,700	194,700	207,400
Unemployment	14,200	14,000	23,900	17,600	13,100
Unemployment Rate	6.4%	6.3%	11.1%	8.3%	5.9%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	55,000	54,800	53,800	54,800	60,900
Mining, Logging, and Construction	6,700	6,800	6,500	6,700	7,200
Manufacturing	5,200	5,200	4,600	4,900	5,100
Wholesale Trade	5,900	5,800	5,400	5,300	5,500
Retail Trade	16,800	16,800	15,500	16,000	16,200
Trans., Warehousing, Utilities	4,000	4,100	3,800	3,600	3,700
Information	1,000	1,000	800	800	900
Financial Activities	4,500	4,400	4,100	4,200	4,300
Professional and Business Services	14,000	14,700	14,400	15,400	15,500
Educational and Health Services	19,900	20,400	19,800	20,200	21,000
Leisure and Hospitality	25,300	26,100	18,800	20,500	24,300
Other Services	5,100	5,100	4,500	4,900	5,400
Federal Government	5,100	5,200	5,600	5,500	5,300
State Government	5,700	5,700	5,500	5,300	5,300
Local Government	23,800	23,900	22,700	22,800	23,900
Total All Industries ⁽³⁾	197,900	199,800	185,500	190,800	204,400

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) May not add due to rounding.

Source: State of California Employment Development Department.

Largest Employers

The following table lists the largest manufacturing and non-manufacturing employers within the County as of September 2023, in alphabetical order.

MONTEREY COUNTY Largest Employers September 2023

Employer Name	Location	Industry
Al Pak Labor	Soledad	Labor Contractors
Azcona Harvesting	Greenfield	Harvesting-Contract
Bud of California	Soledad	Fruits & Vegetables-Growers & Shippers
County-Monterey Behavioral	King City	Health Services
Filipino American Cmnty Club	Marina	Church Organizations
Fort Hunter Liggett Military	Jolon	Military Bases
Growers Co	Salinas	Fruits & Vegetables & Produce-Retail
Hilltown Packing Co Inc	Salinas	Harvesting-Contract
Mann Packing Co Inc	Salinas	Fruits & Vegetables-Growers & Shippers
Mee Memorial Healthcare System	King City	Hospitals
Middlebury Institute-Intl Stds	Monterey	Schools-Universities & Colleges Academic
Misionero Vegetables	Gonzales	Fruits & Vegetables-Growers & Shippers
Monterey County Public Works	Salinas	Government Offices-County
Monterey County Social Svc Dpt	Salinas	Government Offices-County
Monterey Mushrooms	Royal Oaks	Mushrooms
Monterey Peninsula College	Monterey	Junior-Community College-Tech Institutes
Natividad Medical Ctr	Salinas	Hospitals
Pebble Beach Co	Pebble Beach	Hotels & Motels
Pebble Beach Resorts	Pebble Beach	Resorts
Premium Packing Inc	Salinas	Labor Contractors
Quality Farm Labor	Gonzales	Labor Contractors
R C Packing	Gonzales	Packing & Crating Service
Rocha Brothers Farms LLC	Moss Landing	Farms
Salinas Valley Meml Healthcare	Salinas	Health Care Management
US Defense Dept	Seaside	Government Offices-Federal

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2024 1st edition.

Commercial Activity

Summaries of historic taxable sales within the City and County during the past five years for which data are available are shown in the following tables.

Total taxable sales during the first quarter of calendar year 2023 in the City were reported to be \$35,142,681 a 6.20% decrease over the total taxable sales of \$37,463,903 reported in the first quarter of calendar year 2022.

CITY OF PACIFIC GROVE
Taxable Transactions
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	496	\$132,143	743	\$145,720
2019	480	145,579	737	164,507
2020	483	110,610	746	123,033
2021	443	135,362	700	148,776
2022	421	145,260	680	162,098

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first quarter of calendar year 2023 in the County were reported to be \$1,985,765,599, a 2.40% decrease over the total taxable sales of \$2,034,587,059 reported during the first quarter of calendar year 2022.

MONTEREY COUNTY
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2018 through 2022
(Dollars in Thousands)

Year	Retail Stores		Total Permits	Total Outlets
	Retail Permits	Taxable Transactions		Taxable Transactions
2018	7,666	\$5,112,856	12,490	\$7,339,237
2019	7,725	5,128,263	12,816	7,418,249
2020	8,078	4,923,657	13,505	6,953,873
2021	7,363	5,930,462	12,425	8,439,415
2022	7,455	6,338,594	12,783	9,278,188

Source: State Department of Tax and Fee Administration.

Construction Trends

Provided below are the building permits and valuations for the City and County for calendar years 2018 through 2022.

CITY OF PACIFIC GROVE Total Building Permit Valuations (Valuations in Thousands)

	2018	2019	2020	2021	2022
<u>Permit Valuation</u>					
New Single-family	\$1,690.0	\$3,312.0	\$400.0	\$50.0	\$7,525.7
New Multi-family	1,500.0	0.0	0.0	0.0	0.0
Res. Alterations/Additions	<u>8,066.1</u>	<u>6,421.7</u>	<u>192.5</u>	<u>943.7</u>	<u>11,709.9</u>
Total Residential	11,256.1	9,733.7	\$592.5	\$993.7	\$19,235.6
New Commercial	0.0	0.0	0.0	0.0	0.0
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	0.0	0.0	0.0	70.0	0.0
Com. Alterations/Additions	<u>1,397.0</u>	<u>2,400.2</u>	<u>0.0</u>	<u>140.0</u>	<u>1,654.0</u>
Total Nonresidential	1,397.0	2,400.2	0.0	210.0	1,654.0
<u>New Dwelling Units</u>					
Single Family	3	6	1	1	53
Multiple Family	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL	11	6	1	1	53

Source: Construction Industry Research Board, Building Permit Summary.

MONTEREY COUNTY Total Building Permit Valuations Calendar Years 2018 through 2022 (dollars in thousands)

	2018	2019	2020	2021	2022
<u>Permit Valuation</u>					
New Single-family	\$199,194.7	\$142,474.1	\$113,829.5	\$128,255.6	\$163,317.1
New Multi-family	51,460.6	23,670.0	29,377.6	33,842.7	43,596.7
Res. Alterations/Additions	<u>88,972.6</u>	<u>65,196.1</u>	<u>41,230.8</u>	<u>80,409.8</u>	<u>86,736.9</u>
Total Residential	339,627.9	231,340.1	184,437.9	242,508.1	293,650.7
New Commercial	52,935.5	54,317.0	76,418.1	47,919.8	47,875.1
New Industrial	4,774.8	2,007.1	5,586.0	0.0	0.0
New Other	19,555.8	8,987.4	4,291.4	18,391.7	46,545.2
Com. Alterations/Additions	<u>71,837.1</u>	<u>130,399.8</u>	<u>57,362.8</u>	<u>92,918.1</u>	<u>95,664.8</u>
Total Nonresidential	149,103.2	195,711.3	143,658.3	159,229.6	190,085.1
<u>New Dwelling Units</u>					
Single Family	611	574	361	473	629
Multiple Family	<u>212</u>	<u>116</u>	<u>199</u>	<u>277</u>	<u>272</u>
TOTAL	823	690	560	750	901

Source: Construction Industry Research Board, Building Permit Summary.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and non-tax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City, County, the State and the United States for the period 2019 through 2023.

**CITY OF PACIFIC GROVE, MONTEREY COUNTY,
STATE OF CALIFORNIA AND UNITED STATES
Effective Buying Income
2019 through 2023**

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2019	City of Pacific Grove	\$713,413	\$74,331
	Monterey County	10,807,771	60,275
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Pacific Grove	\$689,853	\$76,271
	Monterey County	11,180,302	65,078
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Pacific Grove	\$712,104	\$75,514
	Monterey County	11,627,500	65,426
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Pacific Grove	\$797,110	\$87,739
	Monterey County	13,089,264	74,498
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Pacific Grove	\$716,954	\$ 84,173
	Monterey County	12,881,259	74,033
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326

Source: Claritas, LLC.

APPENDIX D**PROPOSED FORM OF OPINION OF BOND COUNSEL**

[LETTERHEAD OF JONES HALL]

[Closing Date]

Board of Education
 Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, California 93950

OPINION: \$_____ Pacific Grove Unified School District
General Obligation Bonds, Election of 2020, Series B

Members of the Board of Education:

We have acted as bond counsel to the Pacific Grove Unified School District (the "District") in connection with the issuance by the District of \$_____ principal amount of Pacific Grove Unified School District General Obligation Bonds, Election of 2020, Series B, dated the date hereof (the "Bonds"), under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and a resolution adopted by the Board of Education of the District (the "Board") on October 26, 2023 (the "Bond Resolution"). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Bond Resolution and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The District is duly established and validly existing as a unified school district with the power to issue the Bonds and to perform its obligations under the Bond Resolution.
2. The Bond Resolution has been duly adopted by the Board and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. The Bonds have been duly issued and sold by the District and are valid and binding general obligations of the District, and the Board of Supervisors of the County of Monterey is obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation as to rate or amount.

4. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Tax Code”), and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Tax Code), a deduction is allowed for 80 percent of that portion of such financial institutions’ interest expense allocable to the portion of the Bonds designated as and comprising interest.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Tax Code relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds, and in order for the Bonds to be “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Tax Code. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds, or may cause the Bonds not to be “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Tax Code.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 (Monterey County, California)
General Obligation Bonds,
Election of 2020, Series B
 (Bank Qualified)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Disclosure Certificate**”) is executed and delivered by the Pacific Grove Unified School District (the “**District**”) in connection with the execution and delivery of the above-captioned bonds (the “**Bonds**”). The Bonds are being executed and delivered pursuant to a resolution adopted by the Board of Education of the District on October 26, 2023 (the “**Resolution**”). The U.S. Bank Trust Company, National Association is initially acting as paying agent for the Bonds (the “**Paying Agent**”).

The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

“*Annual Report Date*” means the date not later than nine months after the end of each fiscal year of the District.

“*Dissemination Agent*” means, initially, Dale Scott & Company Inc., or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the District in connection with the issuance of the Bonds.

“*Paying Agent*” means U.S. Bank Trust Company, National Association or any successor thereto.

“*Participating Underwriter*” means Raymond James & Associates, Inc., the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2024, with the report for the 2022-23 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 business days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) notice to the MSRB in a timely manner, in an electronic format, as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District’s Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the

Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information with respect to the most recently completed fiscal year:

- (i) assessed valuation of taxable properties in the District for the most recently completed fiscal year or, if available at the time of filing the Annual Report, for the then-current fiscal year;
- (ii) assessed valuation of properties of the top twenty taxpayers in the District for the most recently completed fiscal year or, if available at the time of filing the Annual Report, for the then-current fiscal year;
- (iii) property tax collection delinquencies for the District for the most recently completed fiscal year, if available from the County at the time of filing the Annual Report, but only if the District's general obligation bond tax levy is not included in the Teeter Plan; and
- (iv) the District's most recently adopted Budget or approved interim report with budgeted figures, which is available at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) 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, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the District, if material, 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, if material.
- (16) 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.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above 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 United States 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 governing 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.

(e) For purposes of Section 5(a)(15) and (16), “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.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Dale Scott & Company Inc. Any Dissemination Agent may resign by providing 30 days’ written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), 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 Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Resolution for amendments to the Resolution with the consent of holders, or (ii) does not, in the opinion of nationally

recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds 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 Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting

rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G
MONTEREY COUNTY INVESTMENT POLICY
AND INVESTMENT REPORT

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Budget Revision #1 FY 2023-24

DATE: October 26, 2023

PERSON RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve these proposed budget revisions for 2023-24.

BACKGROUND:

Throughout the year, the budgets of the District’s various funds are revised to reflect changing financial conditions, or as the result of Board decisions which have a budgetary impact. Budget revisions are shared early in the fiscal year to update the beginning fund balances following the close of the prior fiscal year (FY).

Budget revisions are also included in the First Interim Report (December) and the Second Interim Report (March). The final Budget revision is usually done towards the end of the fiscal year (May).

This is the first Budget Revision for FY 2023-24 reflecting the following conditions:

- Property tax actuals have exceeded the projections for FY 2022-23
- Unaudited Actuals Ending Fund Balances have been posted as beginning balances for FY 2023-24
- Staffing/position control changes, payroll encumbrances, and clearing of carry forward vacancies have been recorded and reconciled

Budget Revision #1 is a snapshot of revenue and expenditure changes prior to the First Interim report in December.

Attached are the first set of proposed budget revisions as reflected in the column titled “Budget Revision #1”. The column to the left of these changes is the Board-approved Adopted Budget for FY 2022-2023.

A detailed list of the purpose of each budget revision is shown at the bottom of each Fund page.

INFORMATION:

The financial condition of the district remains positive with reserves in place and cash flow being obligations met. The major budget revisions to the General Fund and other Funds at October Budget Revision #1 will include:

GENERAL FUND 01:**Fund Balance**

1. Beginning Balances from FY 2022-23 Unaudited Actuals have now been posted and included in Budget Revision #1

REVENUES:**LCFF Sources - Property tax revenues**

1. The projected percentage for property tax revenue was 8.03% at 2nd Interim for the FY 2022-23 tax receipts.
2. The actual percentage for property tax revenue increased to +8.49%, a difference of +.46%.
3. This change reflects a +\$601,055 increase in property tax revenues for FY 2022-23, which helps support the increase in General Fund Balance noted above.

Federal Sources

1. Federal program carryover balances have been updated, but are considered unaudited actuals until the auditors have audited the books in December 2023.

State Sources

1. Career Technical Education Incentive Grant (CTEIG), SPED Dispute Resolution and SPED Learning Recovery, Expanded Learning Opportunity Program (ELOP) and other restricted grant resources had carryover balances from FY 2022-23.
2. STRS On-Behalf contribution is a way for the state to give school districts the funds for the state's share of the increased costs of STRS retirement payments. This has no net impact to the District's Fund Balance.

State Sources

1. Local donations increased over the Adopted Budget, and carryover balances from FY 2022-23 were posted by the Fiscal Officer.

EXPENDITURES:

1. The Board approved salary increases for all the employees from FY 2022-23 were included in the FY 2023-24 Board Adopted Budget.
 - a. Changes from Adopted Budget to Budget Revision are due to reconciliation of position vacancies.
 - i. Certificated Salaries *reduced* by (\$221,252)
 - ii. Classified Salaries *reduced* by (\$107,418)
 - iii. Benefits *reduced* by (\$413,551)
 - b. The Employer STRS contribution rate is still at 19.10%, and CalPERS is projected to increase from 25.7% to 26.68%; State Unemployment Insurance (SUI) rate had no change .50%; and workers compensation rate had no change 2.77%. *No new changes in the October Budget Revision #1.*

- c. The District now projects additional expenditures based on Restricted carryover funds, ESSER III, Advancement via Individual Determination (AVID), ELOP, and CTEIG grant funding.
 - i. Note the *increase* over Adopted Budget to the carryover in the **Restricted Fund Balance of \$3,459,86**.
- d. The resulting net operating *deficit* for General Fund Combined (Restricted and Unrestricted) for FY 2023-24 is now projected at (\$1,5123,56) plus UGF Transfers out to Funds 12, 14, and 40 resulting in a *total deficit of (\$1,933,916)*
- e. Reserves now indicated a re-leveling after FY 2022-23 Unaudited Actuals *increased to 11%*
 - i. Unrestricted \$5,277,171
 - ii. **Restricted \$2,128,999**
- f. **Projected Ending Fund Balance for FY 2023-24 is \$7,411,170**

ADULT EDUCATION FUND 11:

- 1. The Adult Education budget has been adjusted to reflect current operations and Ending Fund Balance carried over from FY 2022-23
- 2. Budget Revision #1 changes since Adopted Budget
 - a. Beginning Fund Balance - \$2,674,621 (*increased from Unaudited Actuals*)
 - b. Revenue - \$2,773,187 (*decreased based on updated revenues*)
 - c. Expenditures - \$3,505,295 (*increased based on projections*)
 - d. Deficit - (\$732,111) (*increased based on decrease in revenue and increase in expenditures*)
 - e. Ending Fund Balance - \$1,942,508 (*increased due to unaudited actuals carryforward*)

CHILD DEVELOPMENT FUND 12:

- 1. Due to significant decrease in the Before and After School Recreation Program (BASRP) projected receipts, the Board continues to approve an interfund transfer from the General Fund resulting in a positive Ending Fund Balance.
- 2. Budget Revision #1 changes since Adopted Budget
 - a. Beginning Fund Balance - \$137,379 (*increased from Unaudited Actuals*)
 - b. Revenue - \$489,254 (*no change*)
 - c. Expenditures - \$475,423 (*decreased based on reconciliation*)
 - d. Surplus - \$13,831 (*increased due to decrease in expenditures and increase of revenue*)
 - e. Ending Fund Balance - \$170,846 (*increased due to surplus and savings*)

CAFETERIA FUND 13:

- 1. Due to the Net Cash Resources being in excess of the allowable carry forward by CDE, Food Services will be required to amend their budget to increase expenditures in multiple areas.
- 2. Budget Revision #1 changes since Adopted Budget
 - a. Beginning Fund Balance - \$837,640 (*increased from Unaudited Actuals*)
 - b. Revenue - \$1,434,390 (*increased based on projections*)
 - c. Expenditures - \$1,417,692 (*increased based on Net Cash Resource Allowances*)

- d. Surplus - \$16,698 (*decreased due to increase in expenditures*)
- e. Ending Fund Balance - \$854,338 (*decreased due to increase in expenditures*)

DEFERRED MAINTENANCE FUND 14:

- 1. Board has directed staff to begin increasing contributions into Fund 14 for projects
- 2. Budget Revision #1 changes since Adopted Budget
 - a. Beginning Fund Balance - \$387,441 (*increased from Unaudited Actuals*)
 - b. Revenue - \$97,854 (*no change*)
 - c. Expenditures - \$263,646 (*no change*)
 - d. Deficit - (\$165,792) (*no change*)
 - e. Ending Fund Balance - \$421,649 (*increased from Unaudited Actuals*)

POST EMPLOYMENT BENEFITS FUND 20:

- 1. The Post-Employment Benefits Fund has remained stationary as these fund balances cannot be transferred to any other fund.
- 2. Budget Revision #1 changes since Adopted Budget
 - a. Beginning Fund Balance - \$6,407 (*no change*)
 - b. Revenue - \$254 (*no change*)
 - c. Expenditures - \$0 (*no change*)
 - d. Surplus - \$254 (*no change*)
 - e. Ending Fund Balance - \$6,661 (*no change*)

BUILDING FUND/ EDUCATION TECHNOLOGY FUND 21:

- 1. The Building Fund and Educational Technology Fund carries project revenue and expenditures for the Measure A and Measure D General Obligation Bonds.
- 2. Budget Revision #1 changes since Adopted Budget
 - a. Beginning Fund Balance - \$3,441,393 (*increased from Unaudited Actuals*)
 - b. Revenue - \$6,111,866 (*no change but note that this includes Series B Bond Sale*)
 - c. Expenditures - \$6,619,198 (*increase based on re-prioritization list Measure D*)
 - d. Deficit - (\$507,332) (*increase based on re-prioritization list Measure D*)
 - e. Ending Fund Balance - \$2,934,061 (*decreased based on re-prioritization list Measure D expenditures*)

CAPITAL PROJECTS FUND 40:

- 1. Board has directed staff to begin increasing contributions into Fund 40 for projects
- 2. Budget Revision #1 changes since Adopted Budget
 - a. Beginning Fund Balance - \$782,280 (*increased from Unaudited Actuals*)
 - b. Revenue - \$272,747 (*no change*)
 - c. Expenditures - \$165,000 (*no change*)
 - d. Surplus - \$107,747 (*no change*)
 - e. Ending Fund Balance - \$1,090,027 (*increased based on Unaudited Actuals carry forward*)

FISCAL IMPACT:

The fiscal impact is reflected in the attached report

Fund 1 - General Fund - Combined

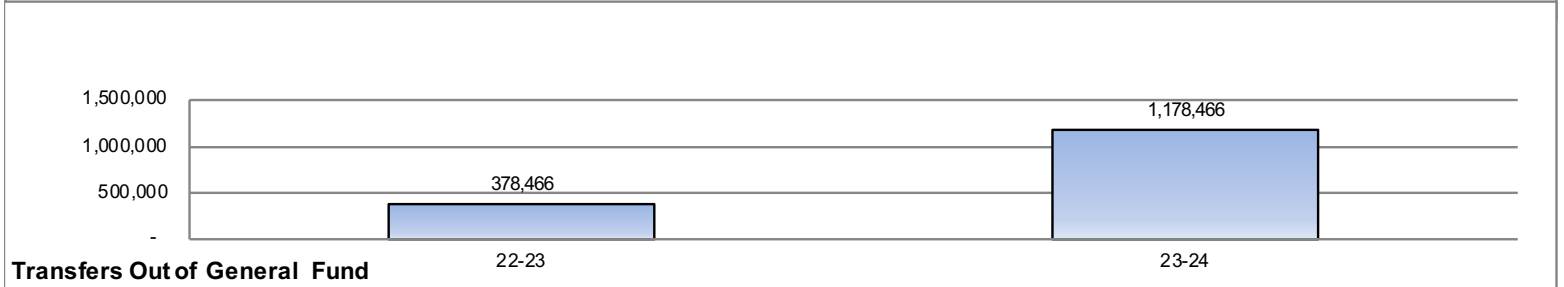
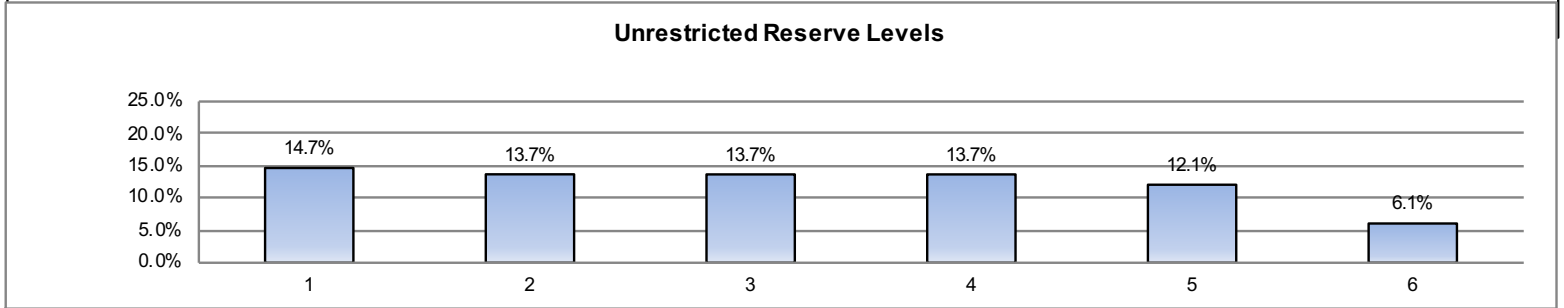
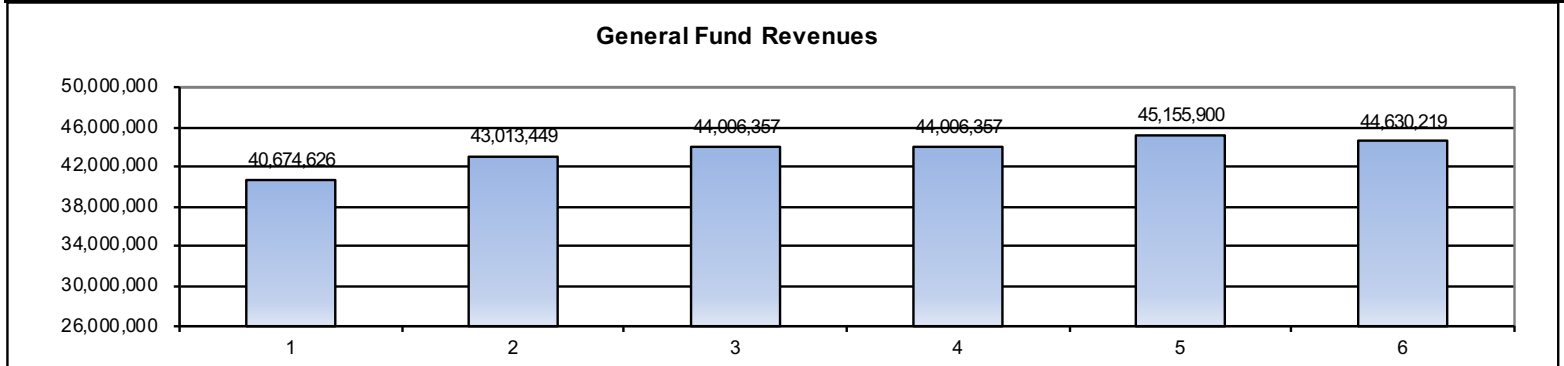
	2022-23		2022-23	2023-24		2023-24	2024-25		2025-26
	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate		
Beginning Fund Balance - Rest	2,514,965	2,514,965	2,514,965	2,210,809	3,459,861	2,128,999	987,567		
Beginning Fund Balance - Unrest.	5,904,874	5,914,527	5,904,874	3,989,533	5,759,205	5,277,171	5,479,292		
Beginning Fund Balance	8,419,839	8,429,492	8,419,839	6,200,342	9,219,066	7,411,171	6,471,860		
Revenues:									
LCFF Sources 8000	35,286,660	35,286,660	35,887,715	37,599,021	37,599,021	39,418,456	41,345,446		
Federal Sources 8100	1,918,109	1,906,950	1,645,131	1,015,180	1,029,245	618,971	623,078		
State Sources 8300	4,023,647	4,283,127	4,531,581	3,402,805	3,600,975	3,299,076	2,865,175		
Local Sources 8600	1,785,033	2,529,621	3,091,472	2,613,213	2,632,502	2,562,213	2,523,213		
Total Revenues	43,013,449	44,006,357	45,155,900	44,630,219	44,861,743	45,898,716	47,356,912		
percent change	5.8%	2.3%	2.6%	-1.2%	0.5%	2.3%	3.2%		
Expenditures:									
Certificated Salaries 1000	18,861,085	18,850,079	19,983,627	20,186,130	19,964,878	20,513,145	20,819,825		
Classified Salaries 2000	8,022,597	8,267,558	8,244,456	9,087,793	8,980,375	9,244,753	9,378,612		
Employee Benefits 3000	9,947,251	9,992,836	10,399,933	11,136,773	10,723,222	11,322,572	11,971,062		
Books and Supplies 4000	2,245,890	2,499,210	1,366,514	1,547,105	2,047,960	1,411,405	1,442,143		
Services and Other 5000	3,979,922	4,222,453	3,814,425	3,945,272	4,678,552	3,402,242	3,683,434		
Capital Outlay 6000	16,846	42,289	98,918	109,235	57,115	109,235	109,235		
Other Outgo 7100/7400	50,757	51,793	127,846	82,000		501,635	522,000		
Other Outgo 7600/29		(89,299)	(97,325)						
Total Expenditures	43,124,348	43,836,920	43,938,395	46,094,312	46,375,305	46,504,986	47,926,311		
percent change	6.8%	1.7%	0.2%	4.9%	0.6%	0.3%	3.1%		
Surplus (Deficit)	(131,139)	169,437	799,227	(1,464,093)	(1,513,562)	(606,270)	(569,399)		
Unrestricted			(146,588)	(308,755)	(118,173)				
Restricted			945,815	(1,155,338)	(1,396,108)				
Transfers In (Out)									
Fund 11 - Adult Education	-	-	-	(400,000)	-	-	-		
Fund 12 - Child Development	(19,635)	(19,635)	(18,285)	(19,635)	(19,635)	(19,635)	(19,635)		
Fund 13 - Cafeteria	-	-	-	-	-	-	-		
Fund 14 - Deferred Maintenance	-	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)		
Fund 40 - Cap Reserve	-	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)		
Net Transfers In (Out)	(19,635)	(419,635)	(418,285)	(819,635)	(419,635)	(419,635)	(419,635)		
Ending Fund Balance	8,288,699	8,179,294	9,219,059	3,916,614	7,411,107	6,471,859	5,232,366		
Components of Ending Fund Balance									
a Nonspendable - Revolving Cash	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
b Restricted (restricted carryover)	2,366,444	2,316,938	3,459,861	1,055,471	2,128,999	987,567	356,789		
c Committed / Prepaid Exp.									
d Assigned									
Prop Tax Reserve (0.50%)	163,922	163,922	185,627	163,922	163,922	174,835	175,698		
Basic Aid Reserve	3,976,565	3,957,445	3,780,185	1,146,238	3,270,810	3,495,207	2,853,257		
Sick Leave Incentive Reserve	70,000		-	-	-	-	-		
Deferred Maint. & RRM Reserve	276,846	276,846	276,846	261,017	261,017	268,047	274,861		
STRS/PERS Reserve 2021-22	131,422	131,422	180,770	131,422	131,422	131,422	131,422		
C/o to FD 40; Donations				14,632		14,632	14,632		
e 3% Resv for Econ Uncertainties (3%)	1,298,500	1,327,721	1,330,770	1,138,912	1,450,000	1,395,149	1,420,707		
Unassigned/Unappropriated									
Subtotal Unrestricted Reserves	5,917,255	5,857,356	5,754,198	2,856,143	5,277,171	5,479,292	4,870,577		
Undesignated Resv Percent	13.7%	13.7%	12.1%	6.1%	11.0%	11.7%	10.1%		
Ending Fund Balance	8,288,699	8,179,294	9,219,059	3,916,614	7,411,170	6,471,859	5,232,366		

Revenues - 8000

ACTION/DISCUSSION B

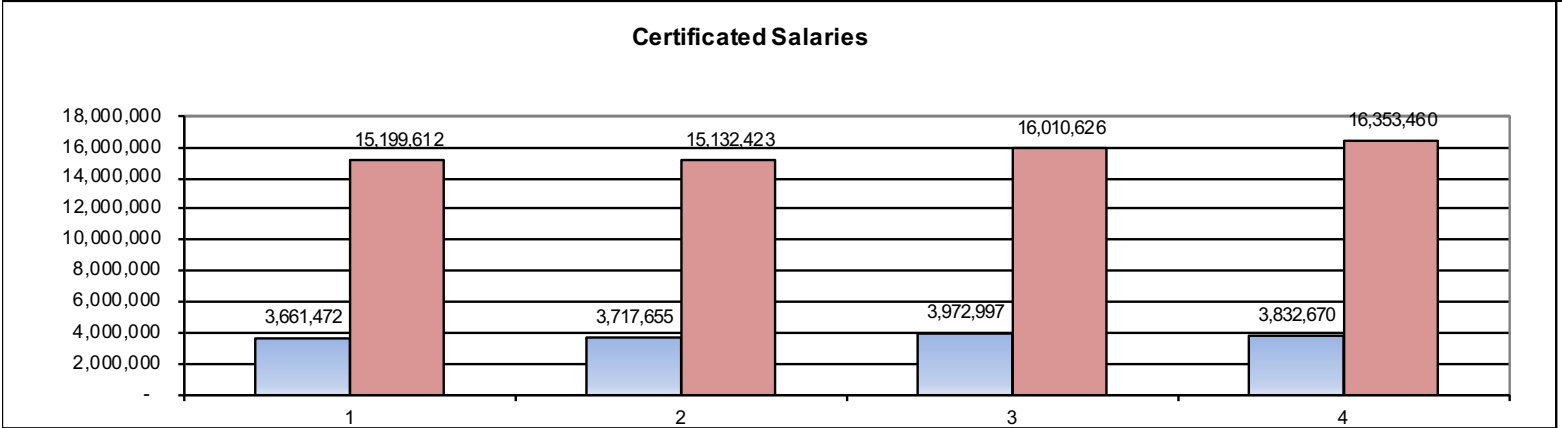
		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
LCFF Sources:	8000							
U LCFF - Current Year	8011	2,505,456	2,505,456	2,505,456	2,505,456	2,505,456	2,505,456	2,505,456
U Prop 30 EPA (thru 18-19)	8012	371,062	371,062	358,384	346,638	346,638	322,210	308,534
U Revenue Limit - Prior Year	8019	-	-	-	-	-	-	-
Prop 30/Rev Limit subtotal		2,876,518	2,876,518	2,863,840	2,852,094	2,852,094	2,827,666	2,813,990
U Home Owners Exemption	8021	115,683	115,683	115,682	121,467	121,467	127,844	134,556
U Secured Tax Roll	8041	31,223,449	31,223,449	31,579,286	33,417,471	33,417,471	35,171,888	37,018,412
U Unsecured Tax Roll	8042	1,441,245	1,441,245	1,345,470	1,578,022	1,578,022	1,660,868	1,748,064
U Prior Years Taxes	8043	4,041	4,041	277,139	4,243	4,243	4,466	4,700
U Delinquent Taxes	8048	-	0	65,113	-	0	-	-
Property Tax subtotal		32,784,418	32,784,418	33,382,690	35,121,203	35,121,203	36,965,066	38,905,732
U Transfer-Funds 11&14	8091	(358,831)	(358,831)	(358,831)	(358,831)	(358,831)	(358,831)	(358,831)
U Transfers to Charter Sch	8096	(15,445)	(15,445)	-	(15,445)	(15,445)	(15,445)	(15,445)
Total LCFF Sources		35,286,660	35,286,660	35,887,715	37,599,021	37,599,021	39,418,456	41,345,446
percent change		-1.1%	0.0%	1.7%	4.8%	0.0%	4.8%	4.9%
Federal Sources:	8100							
R Special Education-per UI	8181	376,592	386,663	400,460	376,592	392,033	376,592	378,475
U Medical Adm Act (MAA)	8290	50,000	25,000	-	50,000	25,000	-	-
R Title I	3010	137,472	137,472	156,636	138,847	158,311	149,260	150,753
R Title II Teacher Quality	4035	34,612	34,612	35,071	34,958	34,683	35,308	35,661
R Title III Limited English P	4203	10,000	10,000	12,357	10,100	12,065	12,357	12,481
R Medi-Cal Billing	5640	-	-	-	-	20,007	-	-
R All Other Federal Revenue	8290	1,251,584	1,283,758	930,185	627,312	387,146	-	-
Total Federal Sources		1,918,109	1,906,950	1,645,131	1,237,809	1,029,245	618,971	623,078
percent change		90.0%	-0.6%	-13.7%	-35.1%	-37.4%	-50.0%	0.7%
State Sources:	8300							
U Transportation	8311	-	-	2,382	2,382	2,382	2,382	2,382
U All other state	8590	-	-	-	-	71,667	-	-
U Mandated Costs/one time	8550	79,000	71,667	71,667	79,000	162,566	79,000	79,086
R State Lottery - Restrictor	8560	101,246	101,246	41,063	94,552	101,246	118,724	118,724
R STRS on Behalf	7690	1,667,160	1,667,160	1,552,854	1,748,076	1,800,099	1,804,160	1,804,160
U State Lottery - Unrestrict	8560	288,231	288,231	355,565	269,384	288,231	301,240	301,240
R ELOP - 2600	2600	274,997	358,972	299,311	351,030	340,133	-	-
R CBET/SPED Early Int	6547	143,903	140,174	155,445	-	103,524	-	-
R Kit Inf & Eqmt. Café	0325	-	-	296,865	-	10,662	-	0
R Arts and Music Block Gr.	0760	1,038,935	95,222	305,422	95,222	481,908	-	-
R CTE Incentive Grant	6387	116,583	116,583	101,604	116,583	116,100	116,583	116,583
R Mental Health	6546	478	-	30,477	-	122,457	122,000	122,000
Total State Sources		4,023,647	4,283,127	4,531,581	3,405,187	3,600,975	2,863,089	2,865,175

Revenues (continued)	8600	2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	ACTION/DISCUSSION B MYP Estimate	MYP Estimate
Local Sources:	8600							
U Interest - Unrestricted	8660	204,415	269,513	294,179	314,513	305,062	248,741	248,741
U Gain or Loss on Investm	8662	-	217,994	7,370	217,944	217,944	227,987	227,987
U Transportation Fees	8675	15,000	15,000	1,800	15,000	15,000	15,000	15,000
R Other Local Revenue - R	8699	278,304	310,850	986,701	332,971	332,971	332,971	332,971
U Local Rev (grants, donati	8699	19,630	409,630	493,937	437,879	486,246	430,830	430,830
R Transfers-COE Sped	8792	1,267,684	1,267,634	1,305,291	1,236,279	1,236,279	1,267,684	1,267,684
U LEA Billing	9021	-	-	-	-	39,000	-	-
Total Local Sources		1,785,033	2,529,621	3,091,472	2,574,386	2,632,502	2,523,213	2,523,213
percent change		-2.7%	33.4%	16.0%	35.8%	-1.2%	-2.0%	0.0%
Total Revenues - Restricted		7,122,305	6,310,479	7,464,470	4,088,958	4,326,251	4,480,093	4,484,200
Total Revenues - Unrestricted		36,358,054	37,070,867	37,611,230	40,080,333	40,076,679	40,923,636	42,852,712
Total Revenues		43,480,359	43,381,346	45,075,700	44,169,291	44,861,743	45,403,729	47,336,912
percent change		6.9%	-0.2%	3.9%	1.8%	-0.5%	2.8%	4.3%



Certificated Salaries - 1000

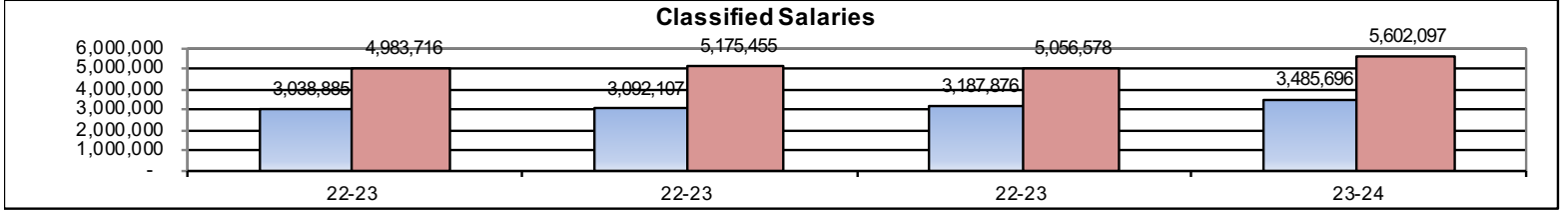
		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Teacher Salaries	1100							
Restricted		2,321,352	2,368,777	2,545,074	2,389,353	2,447,236	2,428,061	2,464,724
Unrestricted		12,352,637	12,292,789	12,975,406	13,312,335	13,235,242	13,527,995	13,732,268
Total Teacher Salaries		14,673,989	14,661,566	15,520,480	15,701,688	15,682,478	15,956,055	16,196,992
Pupil Support	1200							
Restricted		808,278	817,278	861,561	871,786	837,786	885,909	899,286
Unrestricted		884,721	885,021	927,597	943,289	952,024	958,570	973,045
Total Pupil Support		1,692,999	1,702,299	1,789,158	1,815,075	1,789,810	1,844,479	1,872,331
Supervisors and Administration								
Restricted	1300/1360	191,197	190,955	210,527	203,854	226,256	207,156	210,512
Unrestricted		1,772,794	1,764,403	1,905,037	1,898,153	1,708,520	1,928,903	1,960,151
Total Supervisors and Administration		1,963,991	1,955,358	2,115,564	2,102,007	1,934,776	2,136,060	2,170,664
Other Certificated								
Restricted	1900	340,645	340,645	355,835	367,677	350,765	373,633	373,633
Unrestricted	1960	189,460	190,210	202,586	199,683	207,049	202,918	206,205
Total Other Certificated		530,105	530,855	558,421	567,360	557,814	576,551	579,839
Total Restricted		3,661,472	3,717,655	3,972,997	3,832,670	3,862,043	3,894,759	3,948,156
Total Unrestricted		15,199,612	15,132,423	16,010,626	16,353,460	16,102,835	16,618,386	16,871,669
Total Certificated Salaries		18,861,085	18,850,079	19,983,624	20,186,130	19,964,878	20,513,145	20,819,825
percent change		2.0%	-0.1%	6.0%	7.1%	-0.1%	1.6%	1.5%



Classified Salaries - 2000

ACTION/DISCUSSION B

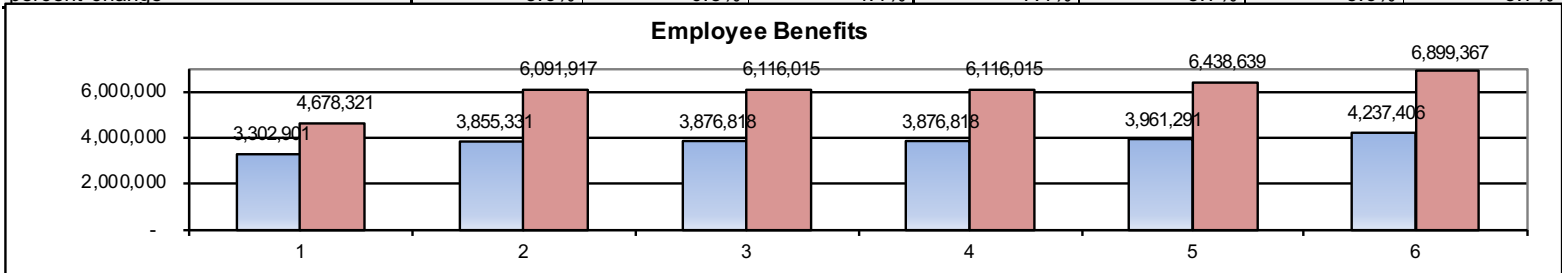
		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Instructional Aides	2000							
Restricted	2100	1,684,898	1,776,876	1,852,290	1,887,905	1,995,317	1,923,398	1,959,557
Unrestricted		774,750	785,869	724,778	840,683	724,395	856,488	872,590
Total Instructional Aides		2,459,648	2,562,745	2,577,068	2,728,588	2,719,712	2,779,885	2,832,147
Support Salaries								
Restricted	2200	521,486	530,188	553,855	580,368	592,117	591,279	602,395
Unrestricted		1,551,129	1,529,019	1,551,855	1,694,149	1,706,608	1,725,999	1,758,448
Total Support Salaries		2,072,615	2,059,207	2,105,710	2,274,517	2,298,725	2,317,278	2,360,843
Support Substitutes								
Restricted	2210/2230	-	-	-	-	-	-	-
Unrestricted	2230	-	0	-	24,150	24,150	25,054	-
Total Support Substitutes		-	0	-	24,150	24,150	25,054	-
Supervisors & Administrators								
Restricted	2300	154,041	154,041	172,373	237,310	164,860	238,568	239,832
Unrestricted		579,630	785,693	678,362	824,977	749,319	829,349	833,745
Total Supervisors & Administrators		733,671	939,734	850,735	1,062,287	914,179	1,067,917	1,073,577
Clerical & Office								
Restricted	2400	106,000	106,645	91,178	141,922	93,013	144,590	147,308
Unrestricted		1,758,895	1,742,981	1,800,108	1,875,439	1,886,439	1,910,697	1,946,618
Total Clerical & Office		1,864,895	1,849,626	1,891,286	2,017,361	1,979,452	2,055,287	2,093,927
Other Classified Salaries								
Restricted	2900	572,460	524,357	518,180	638,191	642,226	650,189	662,413
Unrestricted		319,312	331,893	301,475	342,699	401,931	349,142	355,706
Total Other Classified Salaries		891,772	856,250	819,655	980,890	1,044,157	999,331	1,018,118
Total Restricted		3,038,885	3,092,107	3,187,876	3,485,696	3,487,533	3,548,023	3,611,506
Total Unrestricted		4,983,716	5,175,455	5,056,578	5,602,097	5,492,842	5,696,729	5,767,106
Total Classified Salaries		8,022,597	8,267,558	8,244,450	9,087,793	8,980,375	9,244,753	9,378,612
percent change		2.3%	3.1%	-0.3%	9.9%	8.9%	1.7%	1.4%



Employee Benefits - 3000

ACTION/DISCUSSION B

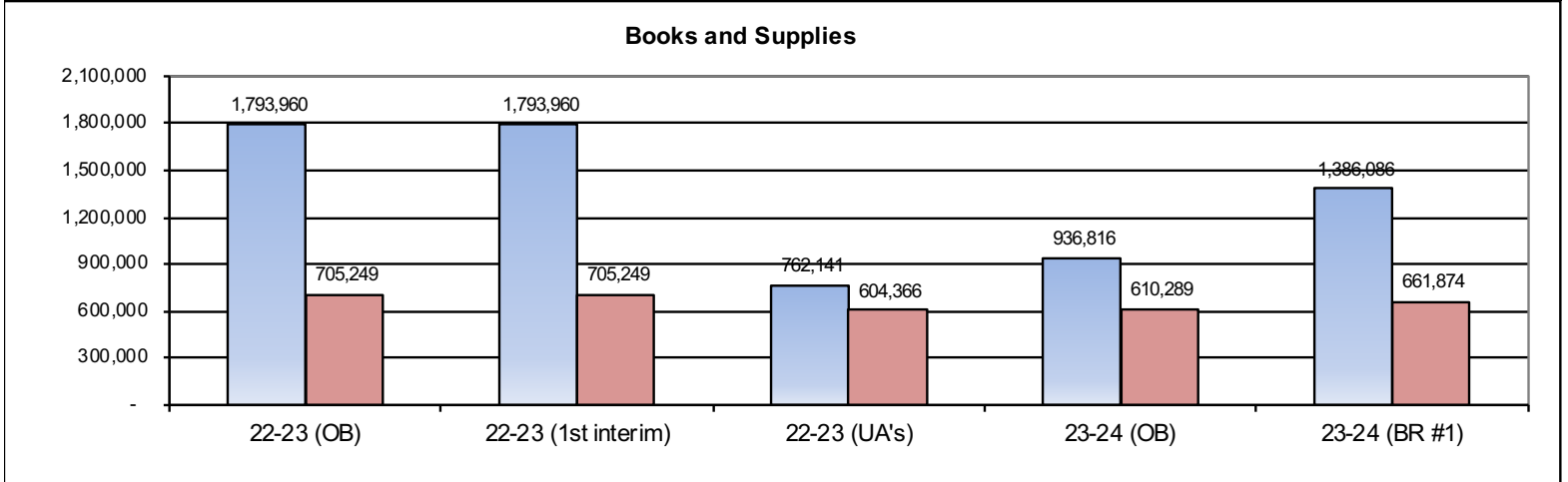
		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
STRS								
Restricted	3100	2,367,382	2,378,119	2,465,024	2,558,319	2,573,308	2,599,252	2,643,439
Unrestricted		2,828,410	2,817,989	2,917,561	3,343,281	2,937,700	3,400,116	3,457,917
Total STRS		5,195,792	5,196,108	5,382,585	5,901,600	5,511,008	5,999,368	6,101,356
Employee - STRS		10.25%	10.25%	10.25%	10.25%	10.25%	10.25%	10.25%
Employer - STRS		19.10%	19.10%	19.10%	19.10%	19.10%	19.10%	19.10%
PERS								
Restricted	3200	728,580	745,621	728,191	885,009	925,171	900,054	915,354
Unrestricted		1,275,689	1,298,790	1,268,376	1,550,350	1,430,769	1,576,705	1,603,508
Total PERS		2,004,269	2,044,411	1,996,567	2,435,359	2,355,940	2,476,759	2,518,862
Employee - PERS		7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%
Employer - PERS		25.4%	25.4%	25.4%	26.7%	26.7%	27.1%	27.1%
Social Security - Medicare								
Restricted	3300	266,614	267,424	276,881	267,424	319,593	271,702	276,320
Unrestricted		575,684	583,837	604,186	583,837	652,422	593,762	603,855
Total Social Security - Medicare		842,298	851,261	881,067	851,261	972,015	865,464	880,175
Employee - FICA		6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%
Employer - FICA		6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%
Employer/Employee - Medicare		1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
Health and Welfare								
Restricted	3400	311,386	301,150	298,484	342,150	383,626	347,624	353,533
Unrestricted		856,990	856,514	858,184	863,014	932,483	877,685	892,585
Total Health and Welfare		1,168,376	1,157,664	1,156,668	1,205,164	1,316,109	1,225,309	1,246,118
SUI								
Restricted	3500	33,372	33,912	34,643	33,912	4,436	34,488	35,074
Unrestricted		100,754	101,182	105,153	101,182	18,272	102,902	101,182
Total SUI		134,126	135,094	139,796	135,094	22,708	137,390	136,256
Employee - SUI		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Employer - SUI		0.50%	0.50%	0.50%	0.50%	0.50%	0.20%	0.20%
Workers Comp								
Restricted	3600	145,125	147,720	155,196	147,720	136,658	150,231	147,720
Unrestricted		437,610	439,767	458,779	439,767	386,639	447,243	439,767
Total Workers Comp		582,735	587,487	613,975	587,487	523,297	597,474	587,487
Experience Mod Rate		2.770	2.770	2.770	2.178	2.178	2.178	2.178
OPEB								
Restricted	3700			-				
Unrestricted				209,933				
Total Retiree Benefits		-	-	209,933	-	-	-	-
Other Benefits								
Restricted	3900	2,872	2,872	2,872	2,872	3,530	2,872	2,872
Unrestricted		16,780	17,936	16,463	17,936	18,615	17,936	17,936
Total Workers Comp		19,652	20,808	19,335	20,808	22,145	20,808	20,808
Total Restricted		3,855,331	3,876,818	3,961,291	4,237,406	4,346,322	4,306,223	4,374,312
Total Unrestricted		6,091,917	6,116,015	6,438,639	6,899,367	6,376,900	7,016,349	7,116,750
Total Employee Benefits		9,947,251	9,992,836	10,399,933	11,136,773	10,723,222	11,322,572	11,971,062
percent change		-3.6%	0.5%	4.1%	7.1%	-3.7%	5.6%	5.7%



Books and Supplies - 4000

ACTION/DISCUSSION B

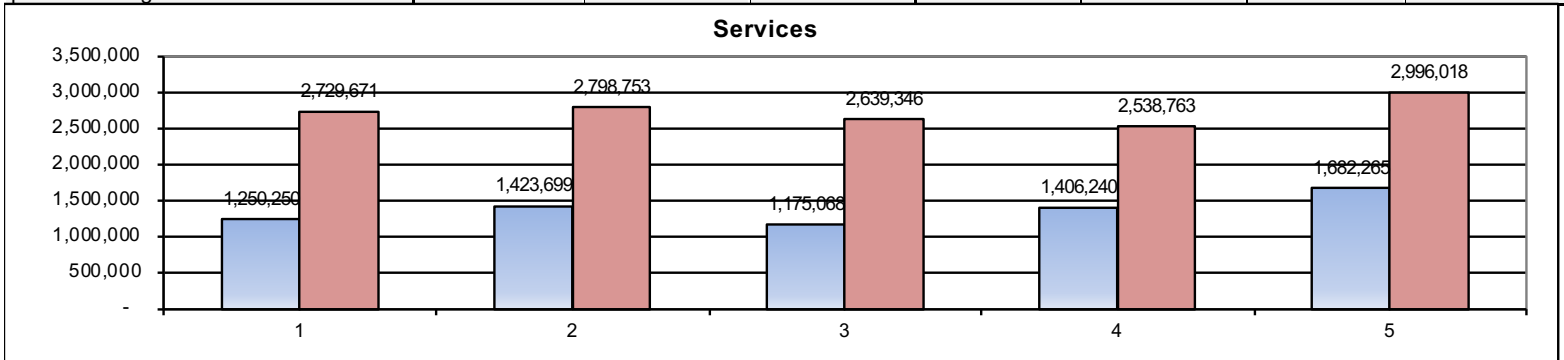
		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #	MYP Estimate	MYP Estimate
Books and Supplies								
Restricted	4100	276,246	271,260	192,929	102,990	138,303	125,687	126,315
Unrestricted		179,520	179,521	164,695	190,500	190,500	180,418	181,320
Total Books and Supplies		455,766	450,781	357,624	293,490	328,803	306,105	307,635
Books and Reference Materials								
Restricted	4200	23,446	23,446	10,415	-	18,138	-	23,681
Unrestricted		20,199	21,199	22,769	23,355	20,105	20,300	20,401
Total Books and Reference Materials		43,645	44,645	33,184	23,355	38,243	20,300	44,083
Materials and Supplies								
Restricted	4300	1,217,028	1,396,365	452,383	775,452	1,131,985	650,000	653,250
Unrestricted		416,924	475,013	376,654	368,434	420,955	400,000	402,000
Total Materials and Supplies		1,633,952	1,871,378	829,037	1,143,886	1,552,940	1,050,000	1,055,250
Noncapitalized Equipment								
Restricted	4400	93,834	102,889	106,414	58,374	99,660	25,000	25,125
Unrestricted		18,692	29,516	40,248	26,000	28,314	10,000	10,050
Total Noncapitalized Equipment		112,526	132,405	146,662	84,374	127,974	35,000	35,175
Total Restricted		1,610,554	1,793,960	762,141	936,816	1,386,086	800,687	828,371
Total Unrestricted		635,335	705,249	604,366	610,289	661,874	610,718	613,771
Total Books and Supplies		2,245,890	2,499,210	1,366,511	1,547,105	2,047,960	1,411,405	1,442,143
percent change		125.7%	11.3%	-45.3%	-38.1%	49.9%	-8.8%	2.2%



Services and Other - 5000

ACTION/DISCUSSION B

		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Travel and Conferences								
Restricted	5200	50,768	98,151	15,553	15,000	70,649	15,000	15,075
Unrestricted		55,830	62,490	47,170	55,840	106,360	56,109	56,390
Total Travel and Conferences		106,598	160,641	62,723	70,840	177,009	71,109	71,465
Dues and Memberships								
Restricted	5300	4,167	4,167	3,717	2,500	-	2,500	2,513
Unrestricted		38,527	38,357	41,580	38,720	47,774	38,720	38,913
Total Dues and Memberships		42,694	42,524	45,297	41,220	47,774	41,220	41,426
Insurance								
Restricted	5450	-	-	-	-	-	-	-
Unrestricted		241,839	295,449	295,449	258,768	295,500	258,768	276,881
Total Insurance		241,839	295,449	295,449	258,768	295,500	258,768	276,881
Utilities								
Restricted	5500	-	-	-	-	-	-	-
Unrestricted		1,056,805	1,056,805	1,203,597	1,006,985	1,134,824	1,176,413	1,258,762
Total Utilities		1,056,805	1,056,805	1,203,597	1,006,985	1,134,824	1,176,413	1,258,762
Rentals, Leases & Repairs								
Restricted	5600	52,000	73,402	70,006	152,520	104,700	74,136	74,877
Unrestricted		119,256	126,304	116,399	43,094	114,630	92,264	93,187
Total Rental Leases & Repairs		171,256	199,706	186,405	195,614	219,330	166,400	168,064
Professional/Consulting Services								
Restricted	5800	1,120,909	1,223,989	1,076,194	1,193,590	1,504,262	852,698	856,961
Unrestricted		1,073,228	1,067,496	861,526	995,356	1,143,691	716,198	889,842
Total Professional/Consulting Services		2,194,137	2,291,485	1,937,720	2,188,946	2,647,953	1,568,896	1,746,803
Communications								
Restricted	5900	22,406	23,990	9,598	42,630	2,500	4,458	4,458
Unrestricted		144,186	151,852	73,625	140,000	146,289	115,575	115,575
Total Communications		166,592	175,842	83,223	182,630	148,789	120,033	120,033
Total Postage		-	-	-	-	7,104	-	-
Total Restricted		1,250,250	1,423,699	1,175,068	1,406,240	1,682,265	948,770	953,885
Total Unrestricted		2,729,671	2,798,753	2,639,346	2,538,763	2,996,018	2,453,472	2,729,550
Total Services and Other		3,979,922	4,222,453	3,814,420	3,945,272	4,678,552	3,402,242	3,683,434
percent change		44.3%	6.1%	-9.7%	3.4%	18.6%	-13.8%	8.3%

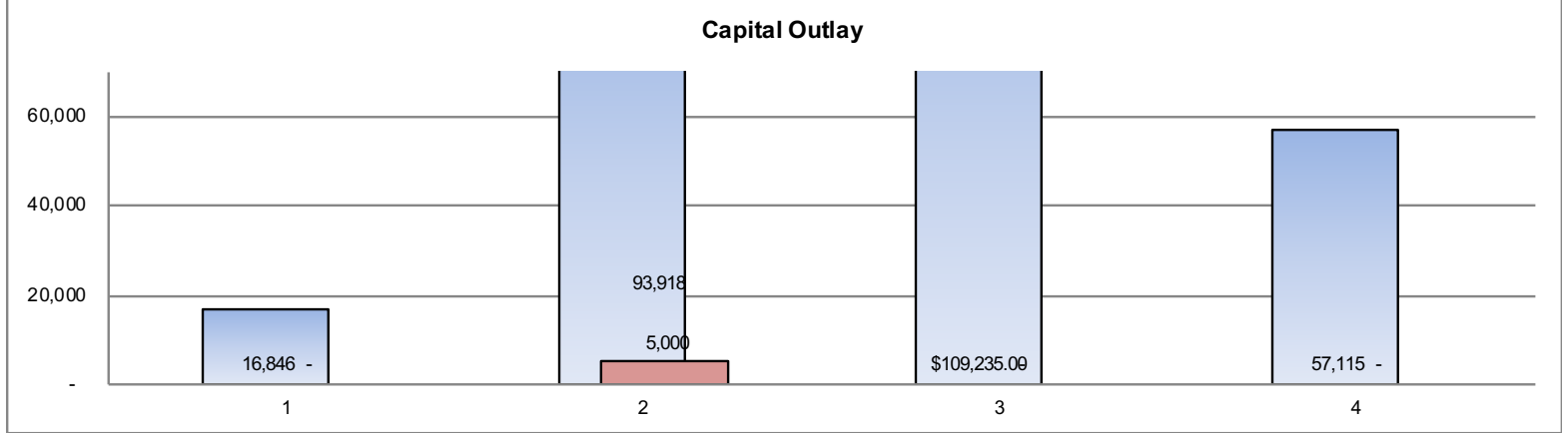


Updated 10-26-2023

Capital Outlay - 6000

ACTION/DISCUSSION B

	2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Capital Outlay	6400						
Restricted	16,846	37,289	93,918	109,235	57,115	109,235	109,235
Unrestricted	-	5,000	5,000	-	-	-	-
Total Capital Outlay	16,846	42,289	98,918	109,235	57,115	109,235	109,235
Total Restricted	16,846	37,289	93,918	109,235	57,115	109,235	109,235
Total Unrestricted	-	5,000	5,000	-	-	-	-
Total Capital Outlay	16,846	42,289	98,918	109,235	57,115	109,235	109,235

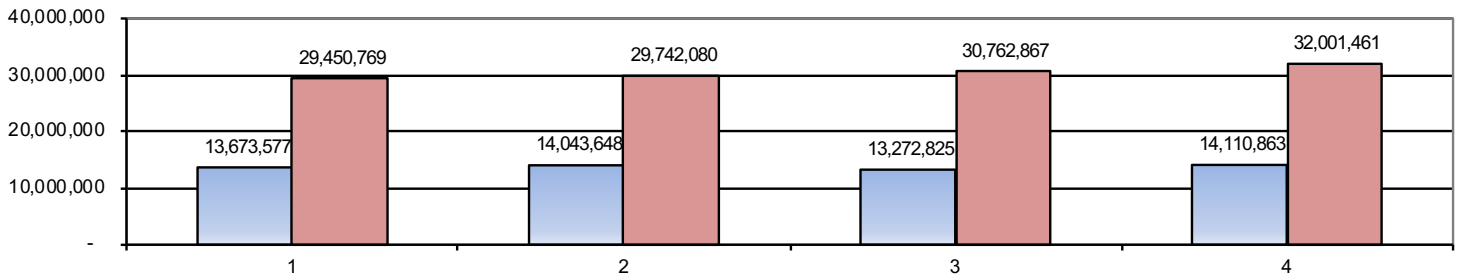


Other Outgo - 7000

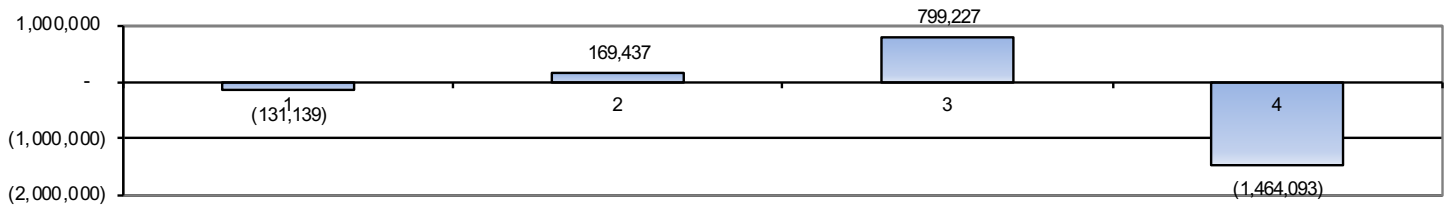
ACTION/DISCUSSION B

		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Other Tuition								
Restricted	7142	138,119	-	-	82,000	82,000	82,000	82,000
Unrestricted		604	604	8,312	-	-	-	-
Total		138,723	604	8,312	82,000	82,000	82,000	82,000
Indirect Costs								
Restricted	7310	102,120	102,120	119,534	20,800	-	20,800	20,800
Unrestricted		(102,120)	(102,120)	-	(20,800)	-	(20,800)	(20,800)
Total		-	-	119,534	-	-	-	-
Indirect Costs								
Restricted	7350	-	-	-	-	57,595	-	-
Unrestricted		(107,601)	(89,299)	-	-	(191,508)	-	-
Total		(107,601)	(89,299)	-	-	(133,913)	-	-
Debt Service - Principal								
Restricted	7600	-	-	-	-	-	-	-
Unrestricted		19,635	-	-	18,285	-	419,635	440,000
Total		19,635	-	-	18,285	-	419,635	440,000
Total Restricted		240,239	102,120	119,534	102,800	139,595	102,800	102,800
Total Unrestricted		(189,482)	(190,815)	8,312	(2,515)	(191,508)	398,835	419,200
Total Other Outgo		50,757	(88,695)	127,846	100,285	(51,913)	501,635	522,000
TOTAL EXPENDITURES		43,124,348	43,785,730	44,035,702	46,114,593	46,291,681	46,504,986	47,926,311

Total General Fund Expenditures



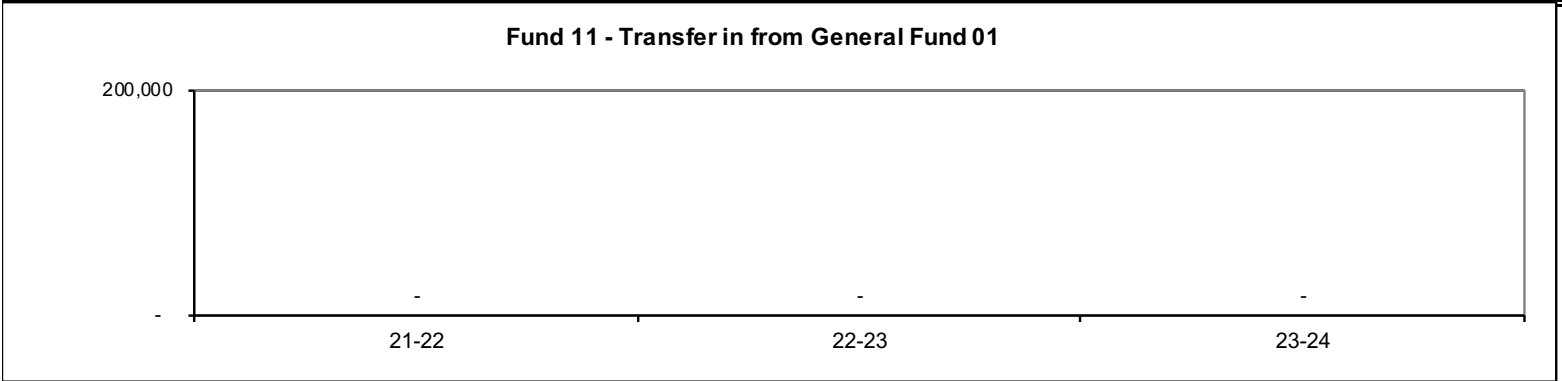
Surplus (Deficit) Spending



Fund 11 - Adult Education Fund

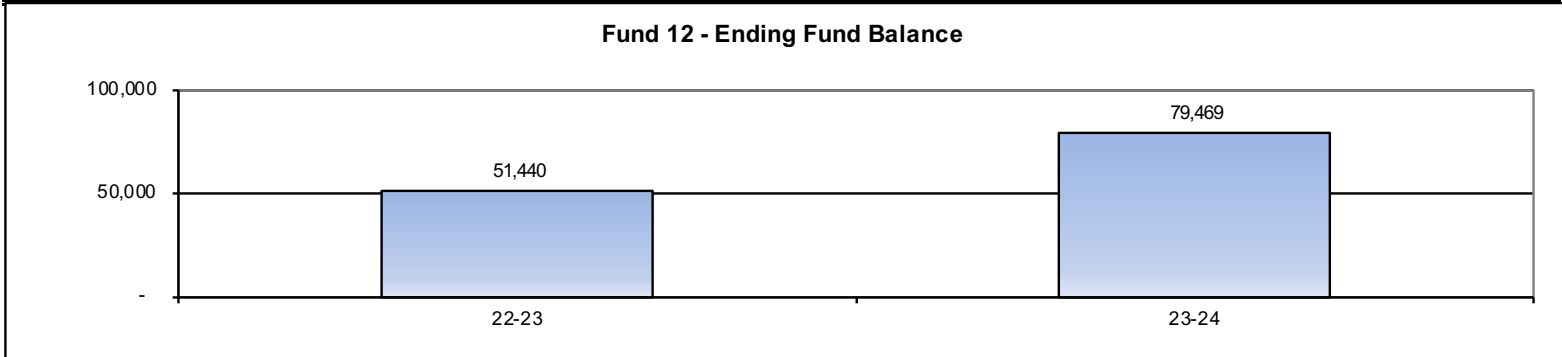
		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Beginning Fund Balance		2,354,115	2,354,115	2,354,089	491,979	2,674,621	1,942,508	1,954,767
Revenues:								
LCFF Sources	8000	265,459	265,459	265,459	265,459	265,459	265,459	265,459
Federal Revenue	8200	55,295	55,295	39,606	55,295	55,295	55,295	55,295
Other State Revenue	8091/8590	1,693,945	1,693,945	1,694,721	1,896,913	1,896,913	1,959,285	2,057,249
Other Local Revenue	8600	555,240	612,382	751,821	631,769	555,517	638,798	651,433
Total Revenues		2,569,939	2,627,081	2,751,608	2,849,436	2,773,184	2,918,837	3,029,436
Expenditures:								
Certificated Salaries	1000	654,991	600,360	555,593	685,817	660,958	675,909	686,521
Classified Salaries	2000	1,131,517	1,000,389	982,354	1,217,259	1,093,523	1,174,323	1,194,639
Employee Benefits	3000	597,321	539,192	515,937	683,778	633,573	660,582	672,680
Books and Supplies	4000	320,740	1,963,081	126,479	275,221	265,188	135,890	135,890
Services & Other Operat	5000	199,589	230,986	135,195	187,130	452,249	159,874	159,874
Capital Outlay	6000	201,331	201,328	50,810	151,419	303,328	100,000	149,354
Other Outgo	7100			64,704	-	96,476	-	-
Indirect Costs	7350	70,000	70,000	-	-	-	-	-
Total Expenditures		3,175,489	4,605,339	2,431,076	3,200,624	3,505,295	2,906,578	2,998,957
Surplus (Deficit)		(605,550)	(1,978,258)	320,532	(351,188)	(732,111)	12,259	30,479
Transfers In - Fund 1	8900							
Ending Fund Balance		1,748,765	376,057	2,674,821	140,789	1,942,508	1,954,767	1,985,246
Components of Ending Fund Balance:								
a) Nonspendable - Revolvin	9711							
b) Restricted - grants/donat	9740	-	265,354	699,669	13,373	146,455	15,782	14,756
c) Committed	9750							
d) Assigned	9780	1,748,765	110,503	1,974,952	127,416	1,796,052	1,938,985	1,970,490
e) Unassigned/Unappropriat	9790							
Ending Fund Balance		1,748,765	375,857	2,674,621	140,789	1,942,508	1,954,767	1,985,246

Fund 11 - Transfer in from General Fund 01



Fund 12 - Child Development Fund

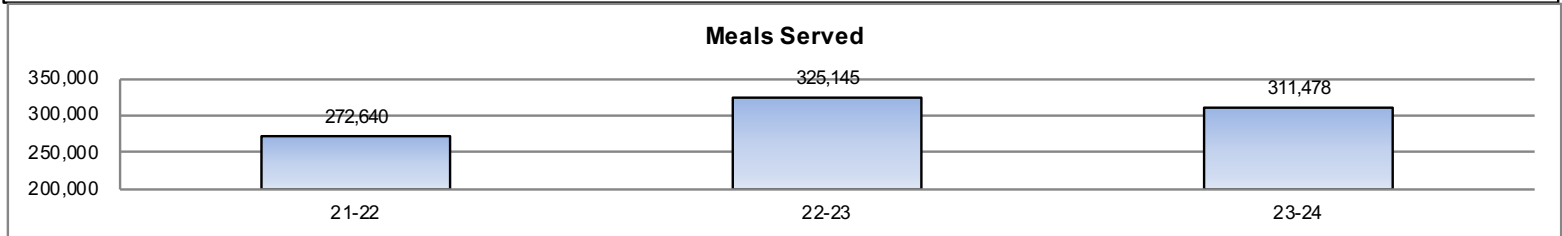
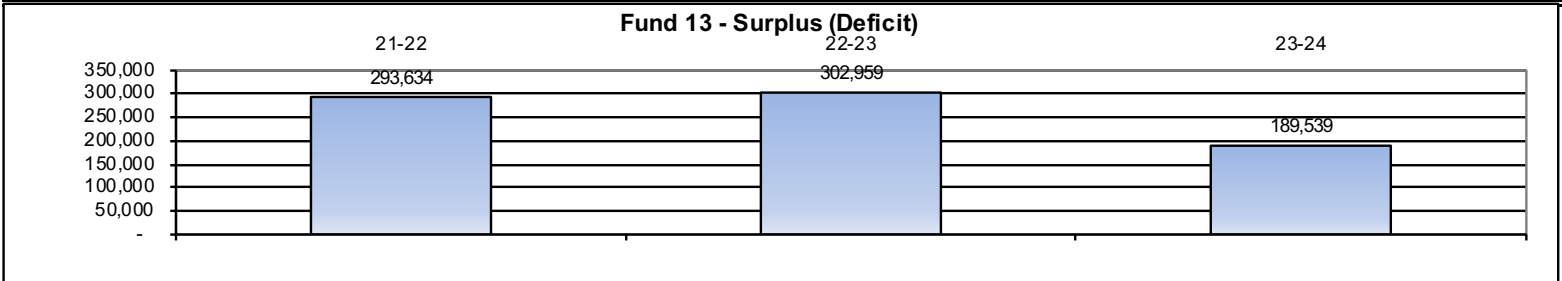
		2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
		First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Beginning Fund Balance		24,328	24,328	24,328	51,217	137,379	170,846	215,089
Revenues:								
LCFF Sources	8000			-	-	-		
Federal Revenue	8100			16,444	-	-		
State Rev. (Preschool)	8500	129,899	130,122	150,499	131,018	131,018	131,000	131,000
Local Rev. (BASRP)	8600	360,000	358,236	349,913	358,236	358,236	358,736	359,236
Total Revenues		489,899	488,358	516,856	489,254	489,254	489,736	490,236
Expenditures:								
Certificated Salaries	1000	63,104	64,604	75,227	67,759	66,259	68,823	69,903
Classified Salaries	2000	250,029	255,105	219,961	262,682	252,077	267,226	271,849
Employee Benefits	3000	110,204	117,306	109,393	129,114	133,727	132,244	135,428
Books and Supplies	4000	19,572	15,325	11,052	11,840	11,679	12,000	12,000
Services & Other Operat	5000	9,000	9,242	2,420	9,242	9,242	5,200	5,200
Capital Outlay	6000	-	-	-	-	-	-	-
Other Outgo	7100	-	-	-	-	-	-	-
Indirect Costs	7300	17,362	19,299	4,037	-	2,437	-	-
Total Expenditures		469,271	480,881	422,092	480,637	475,423	485,493	494,381
Surplus (Deficit)		20,628	7,477	94,764	8,617	13,831	4,243	(4,145)
Transfers In Fund 01	8900	19,635	19,635	18,285	19,635	19,635	40,000	40,000
Ending Fund Balance		64,590	51,440	137,379	79,469	170,846	215,089	250,944
Components of Ending Fund Balance:								
a) Nonspendable - Revolvin	9711							
b) Restricted	9740	11,225	11,488	27,669	10,800	27,244		
c) Committed	9750							
d) Assigned	9780	53,365	39,992	109,710	68,668	143,602	215,089	250,944
e) Unassigned-Res for Ecor	9789							
Unassigned/Unappropriat	9790							
Ending Fund Balance		64,590	51,440	137,379	79,468	170,846	215,089	250,944



Fund 13 - Cafeteria Fund

	2022-23	2022-23	2022-23	2023-24	2023-24	2024-25	2025-26
	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Beginning Fund Balance	534,680	534,680	534,680	828,403	837,640	854,338	1,030,344
Revenues:							
LCFF Sources 8000			-	-	-		
Federal Revenue 8200	349,000	407,136	400,995	365,536	365,536	365,536	365,536
Other State Revenue 8500	941,000	941,000	932,168	941,000	1,040,000	941,000	941,000
Other Local Revenue 8600	15,825	19,854	16,257	19,854	28,854	19,854	19,584
Total Revenues	1,305,825	1,367,990	1,349,421	1,326,390	1,434,390	1,326,390	1,326,120
Expenditures:							
Certificated Salaries 1000			-	-	-		
Classified Salaries 2000	337,696	335,220	358,095	410,614	405,852	418,210	425,947
Employee Benefits 3000	111,020	110,504	106,025	129,314	140,050	134,751	140,288
Supplies 4000	536,240	594,377	537,709	563,536	695,947	564,036	564,536
Services 5000	27,233	27,634	16,047	33,387	40,843	33,387	33,387
Capital Outlay 6000			-		100,000		
Other Outgo/indirect 7100/7350	-	-	28,583		35,000		
Total Expenditures	1,012,191	1,067,737	1,046,461	1,136,851	1,417,692	1,150,384	1,164,158
Surplus (Deficit)	293,634	300,253	302,959	189,539	16,698	176,006	161,962
Transfers In - General Fun 8900							
Ending Fund Balance	828,314	834,933	837,640	1,017,942	854,338	1,030,344	1,192,306

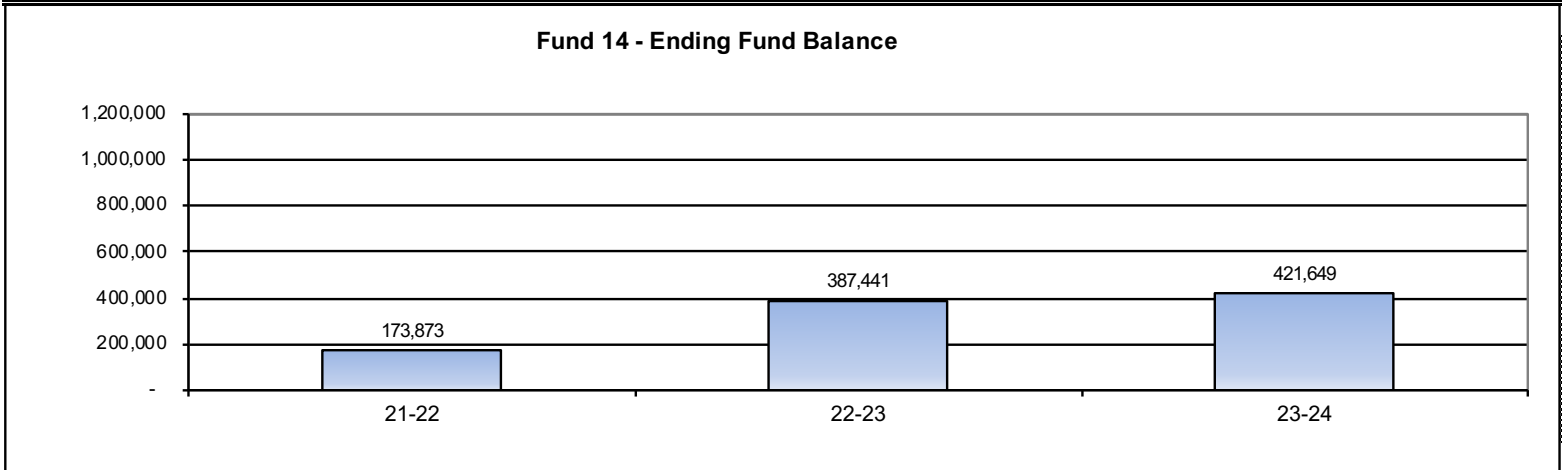
Components of Ending Fund Balance:							
a) Nonspendable - Stores 9711			13,994				
b) Restricted 9740	828,314	834,905	819,376	1,017,941	854,338	1,030,344	1,192,306
c) Committed							
d) Assigned - cash in drawer			4,269				
e) Unassigned/Unappropriat 9790							
Ending Fund Balance	828,314	834,905	837,640	1,017,941	854,338	1,030,344	1,192,306



Updated 10-26-2023

Fund 14 - Deferred Maintenance Fund

	2022-23		2022-23	2023-24	2023-24	2024-25	2025-26
	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Beginning Fund Balance	173,872	173,872	173,872	224,427	387,441	421,649	689,503
Revenues:							
LCFF Sources 8000	93,372	93,372	93,372	93,372	93,372	93,372	93,372
Federal Revenue 8100							
Other State Revenue 8590				-	-	-	-
Other Local Revenue 8660	2,982	4,482	(3,932)	4,482	4,482	4,482	4,482
Total Revenues	96,354	97,854	89,439	97,854	97,854	97,854	97,854
Expenditures:							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4300	2,000	196,000	199	80,000	80,000	-	-
Repair/rental/Services 5600/5800	35,300	51,300	75,671	183,646	183,646	30,000	30,000
Capital Outlay 6000							
Other Outgo 7100							
Indirect Costs 7300							
Total Expenditures	37,300	247,300	75,871	263,646	263,646	30,000	30,000
Surplus (Deficit)	59,054	(149,446)	13,568	(165,792)	(165,792)	67,854	67,854
Transfers In (Out) - to Gen 8900		200,000	200,000	200,000	200,000	200,000	200,000
Ending Fund Balance	232,927	224,426	387,441	258,635	421,649	689,503	957,357
Components of Ending Fund Balance:							
a) Nonspendable - Revolvin 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned 9780	232,927	224,426	387,441	258,635	421,649	689,503	957,357
e) Unassigned-Reserve for 9789							
Unassigned/Unappropriat 9790							
Ending Fund Balance	232,927	224,426	387,441	258,635	421,649	689,503	957,357

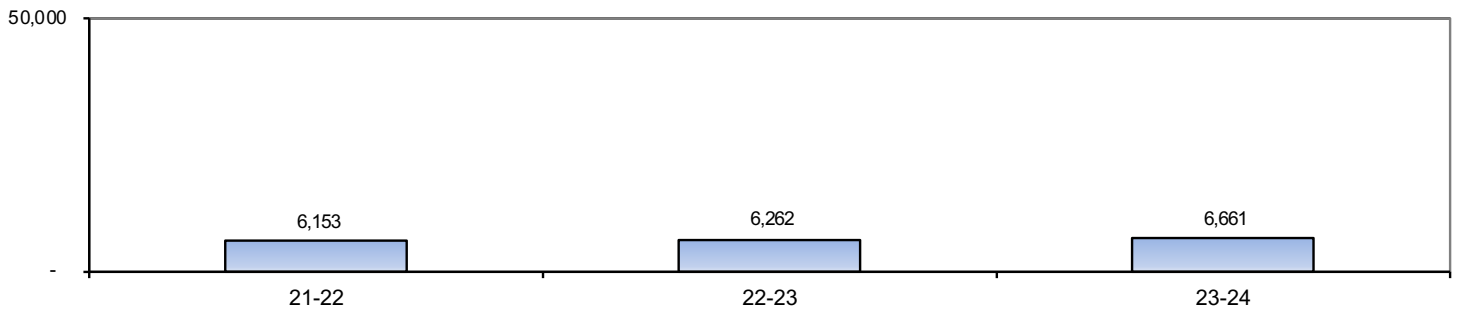


Updated 10-26-2023

Fund 20 - Postemployment Benefits Fund

	2022-23		2022-23	2023-24		2024-25	2025-26
	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Beginning Fund Balance	6,152	6,152	6,152	6,407	6,407	6,661	6,915
Revenues:							
LCFF Sources 8000							
Federal Revenue 8100							
Other State Revenue 8300							
Other Local Revenue 8600	50	254	110	254	254	254	254
Total Revenues	50	254	110	254	254	254	254
Expenditures:							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4000							
Services 5000							
Capital Outlay 6000							
Other Outgo 7100							
Indirect Costs 7300							
Total Expenditures				-	-	-	-
Surplus (Deficit)	50	254	110	254	254	254	254
Transfers In (Out) - from C 8900							
Ending Fund Balance	6,202	6,406	6,262	6,661	6,661	6,915	7,169
Components of Ending Fund Balance:							
a) Nonspendable - Revolvin 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned - Medigap 9780	6,202	6,406	6,262	6,661	6,661	6,915	7,169
e) Unassigned-Reserve for 9789							
Unassigned/Unappropriat 9790							
Ending Fund Balance	6,202	6,406	6,262	6,661	6,661	6,915	7,169

Fund 20 - Ending Fund Balance



Updated 10-26-2023

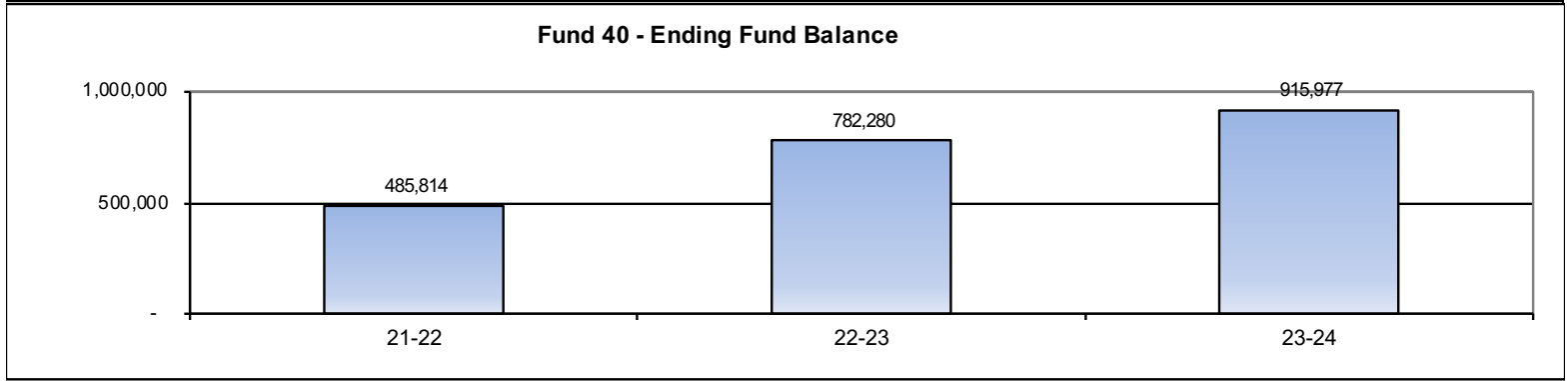
Fund 21 - Building Fund (Education Technology)

	2022-23		2022-23	2023-24	2023-24	2024-25	2025-26
	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Beginning Fund Balance	6,511,729	6,511,729	6,511,729	3,162,358	3,441,393	2,934,061	(96,859)
Revenues:							
Mea D - Series A 8951	5,871,750	5,871,750	-				
Mea D - Series B				5,871,750	5,871,750		
Mea A - Series C 8951							5,871,750
Mea A - Series D 8951							
Other Local Revenue 8600	91,153	215,116	252,437	240,116	240,116	240,116	240,116
Total Revenues	5,962,903	6,086,866	252,437	6,111,866	6,111,866	240,116	6,111,866
Expenditures:							
Certificated Salaries 1000			-				
Classified Salaries 2000	125,033	118,702	59,217	85,849	60,695	87,566	89,317
Employee Benefits 3000	46,687	44,585	21,204	33,900	23,986	34,578	35,270
Supplies 4000	1,317,868	1,301,815	488,944	267,742	407,719	273,097	278,559
Services 5000	563,162	983,162	545,344	282,250	671,641	287,895	293,653
Capital Outlay 6000	7,858,695	7,012,991	2,208,062	4,688,775	5,455,157	2,587,900	1,487,531
Other Outgo 7100							
Indirect Costs 7300							
Total Expenditures	9,911,445	9,461,255	3,322,773	5,358,516	6,619,198	3,271,036	2,184,330
Surplus (Deficit)	(3,948,542)	(3,374,389)	(3,070,336)	753,350	(507,332)	(3,030,920)	3,927,536
Transfers In (Out) 8900/(7619)							
Ending Fund Balance	2,563,187	3,137,340	3,441,393	3,915,708	2,934,061	(96,859)	3,830,678
Components of Ending Fund Balance:							
a) Nonspendable - Revolvin 9711			750				
b) Restricted 9740	2,524,154	3,058,577	3,233,750	3,780,652	2,786,700	(96,859)	3,830,678
c) Committed 9750							
d) Assigned 9780	39,032	78,763	206,892	135,056	147,358	39,032	-
e) Unassigned-Reserve for 9789							
Unassigned/Unappropriat 9790							
Ending Fund Balance	2,563,186	3,137,340	3,441,393	3,915,708	2,934,061	(57,827)	3,830,678

Fund 40 - Capital Outlay Projects Fund

	2022-23		2022-23	2023-24	2023-24	2024-25	2025-26
	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Budget Revision #1	MYP Estimate	MYP Estimate
Beginning Fund Balance	485,814	485,814	485,814	608,230	782,280	1,090,027	1,195,956
Revenues:							
LCFF Sources 8000							
Other State Revenue 8300							
Leases & Rentals 8600	265,347	272,474	271,790	272,747	272,747	280,929	289,357
Interest income 8600	1,300	-	-	-	-	-	-
Total Revenues	266,647	272,474	271,790	272,747	272,747	280,929	289,357
Expenditures:							
Certificated Salaries 1000			-				
Classified Salaries 2000			-				
Employee Benefits 3000			-				
Supplies 4000		200,000	16,984	-	-	-	-
Services 5000	8,679	29,770	10,277	165,000	165,000	175,000	250,000
Capital Outlay - Equipme 6000			31,025				
Other Outgo 7100	119,727	120,560	117,035	-	-	-	-
Indirect Costs 7300			-	-	-	-	-
Total Expenditures	128,406	350,330	175,323	165,000	165,000	175,000	250,000
Surplus (Deficit)	138,241	(77,856)	96,467	107,747	107,747	105,929	39,357
Transfers In (Out) 8900		200,000	200,000	200,000	200,000		
Ending Fund Balance	624,055	607,958	782,280	915,977	1,090,027	1,195,956	1,235,314

Components of Ending Fund Balance:							
a) Nonspendable - Revolvin 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned 9780	622,755	600,831	782,280	915,977	1,090,027	1,195,956	1,235,314
e) Unassigned/Unappropriat 9790							
Ending Fund Balance	622,755	600,831	782,280	915,977	1,090,027	1,195,956	1,235,314



- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Consulting Agreement with the Black Leaders and Allies Collaborative (BLAAC)

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The district administration recommends that the Board review the attached consulting agreement between Pacific Grove Unified School District (PGUSD) and Black Leaders and Allies Collaborative (BLAAC).

BACKGROUND:

Black Leaders and Allies Collaborative (BLAAC) is an organization that facilitates connection, dialogue, and cooperation among Black leaders, anti-racist allies, change-making organizations, and concerned individuals in Monterey County and beyond. The goal of the organization is to build collaborative relationships that make a difference and deepen the impacts of anti-racist initiatives.

INFORMATION:

This agreement, which commenced on 10/9/2023 will provide PGUSD with consulting support in Administrative and staff level training on Bias Incident Response professional development.

FISCAL IMPACT:

TBD

\$2,500 retainer payable in advance + Consultant billable rate of \$125/hr.



CONFIDENTIAL CONSULTING AGREEMENT

This Consulting Agreement is made on 10/09/2023 (the "Effective Date"), by and between Pacific Grove Unified School District, of 435 Hillcrest Avenue, Pacific Grove, California 93950 (the "Client") and Black Leaders And Allies Collaborative, of Post Office Box 833, Seaside, California 93955 (the "Consultant"). Client and Consultant may be referred to individually as the "Party", or collectively, the "Parties".

RECITALS

WHEREAS, Consultant has a background of race relations development training and cultural migrations.

WHEREAS, Consultant desires to provide consulting services to Client.

WHEREAS, Client desires for consultant to provide consulting services to Client.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I TERMS OF SERVICE

1.1 DESCRIPTION OF SERVICES

Beginning on 10/09/2023, Black Leaders And Allies Collaborative shall provide to Pacific Grove Unified School District the following services (the "Services"):

Training, Education, Advisory, and Support.

1.2 RELATIONSHIP OF PARTIES

The relationship of the Parties is determined solely by the provisions of this Agreement. The Parties do not intend to create any partnership, joint venture, trust, fiduciary, or employment relationship. Consultant is an independent contractor and not an employee of the Client. As an independent contractor, the exact number of hours and the manner in which the Consultant shall provide the Services shall be determined and set by the Consultant.

1.3 HIGHEST INDUSTRY STANDARDS

Consultant covenants that it shall follow the highest professional standards in performing the services provided by Consultant under this Agreement. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. The Consultant agrees that if the services are not satisfactorily performed, in addition to all of its obligations contained under this Agreement and at law, the Consultant shall re-perform or replace unsatisfactory services at no additional expense to the Client.

1.4 QUALIFIED

The Consultant represents that Consultant, its officers, directors, employees, agents, representatives, and subcontractors are qualified to perform the services and that they possess the necessary licenses and/or permits as may be required.

1.5 WRITTEN ASSURANCES

If at any time the Client believes that the Consultant may not be adequately performing their obligations under this Agreement or may be likely to fail to complete their work/services on time as required by this Agreement, then the Client may request from the Consultant written assurances of performance and a written plan to correct observed deficiencies in the Consultant's performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

1.6 SUPPORT SERVICES

The Client shall provide the following necessary support services for the benefit of the Consultant:

Office Space

Office space is defined as temporary desk/office space to accommodate day use and meeting facilities as needed.

ARTICLE II **PAYMENT TERMS**

2.1 RETAINER

The Client shall be responsible for paying to the Consultant a retainer for Services in the amount of \$2,500.00. The retainer shall be payable in advance and due and payable upon the signing of this Agreement and is non-refundable. Retainer does not cover or include ECCR class fees, any or all workshop expenses.

2.2 PAYMENT OF INVOICES

Any and all consultant services, other than ECCR training, services shall be billed first to the retainer provided and upon depletion of said retainer, the Client shall be invoiced for additional services/fees, if any. The consultant billable rate is \$125.00 per hour. The Client, upon receipt of the Consultant's invoice, shall make prompt and immediate payment by way of Company Check within 15 days after receipt of invoice.

2.3 PAYMENT OF TAXES

The Consultant, at all times, shall be deemed and considered to be an independent contractor and shall be solely responsible for all taxes associated with revenue earned by consultant. Consultant is responsible for collecting, withholding, reporting, and remitting any taxes to the appropriate tax authority, and Client will pay Consultant the amounts earned under this Agreement without any reduction for taxes. The client is not obligated to, nor will it determine, whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transaction.

2.4 PAYMENT OF EXPENSES

(a) Generally

Except as expressly provided in this Agreement, or otherwise agreed to in writing, Consultant is solely responsible for all expenses Consultant incurs in fulfilling Consultant's duties under this Agreement.

(b) Expressly Approved Expenses

The Company shall reimburse the Consultant for the following out of pocket expenses:

Work Related Materials and Supplies

ARTICLE III **TERM AND TERMINATION**

3.1 TERM

The term of this Agreement (the "Term") shall commence upon the Effective Date and remain in effect until terminated pursuant to the conditions set forth this Article.

(a) Renewal

The Parties may, by mutual written consent, renew or extend this Agreement 10 days prior to the expiration of the then current term.

(b) Extension

This Agreement may be extended for the purpose of additional projects. Prior to starting any new project, the Consultant shall first obtain written authorization and consent from the Client.

3.2 TERMINATION OF AGREEMENT.

(a) Generally

This Agreement shall immediately terminate upon written notice provided by the Consultant and as required by this Agreement.

(b) For Cause

This Agreement may be terminated for cause. For the purposes of this Agreement, "For Cause" is defined as (i) fraud, misappropriation, or embezzlement, (ii) breach of the provisions of this Agreement, (iii) repeated failure to perform services hereunder, or (iv) Consultant's incapacity.

(c) For Convenience

The Client may terminate performance of the Consultant's work and/or services under the Agreement, in whole or in part, whenever the Client shall determine that termination is in its best interest. Termination shall be affected by delivery of notice to the Consultant of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than twenty-one (21) calendar days from the date the notice of termination is delivered. The Consultant shall then be entitled to recover any costs expended up to that point plus a reasonable profit, but not other loss, damage, expense, or liability may be claimed, requested or recovered. Except as provided in this Agreement, in no event shall the Client be liable for any costs incurred by or on behalf of the Consultant after the effective date of a notice of termination.

(d) Right to Cure

In the event that Consultant commits a breach of this Agreement, Consultant will be provided with the right to cure the breach prior to Client exercising Client's right to terminate this Agreement. Consultant shall cure such breach within ten (10) calendar days of the date of notice from the Client demanding such cure; or if such failure is curable but not within the ten (10) day period required, within such period of time as is reasonably necessary to accomplish such cure. In addition, in order for the Consultant to avail itself of a time period in excess of ten (10) calendar days from the date of the notice, the Consultant must provide the Client a written plan acceptable to the Client to cure said breach, and then diligently commence and continue such cure in accordance with the written plan provided.

(e) Wrongful Termination

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Consultant shall have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered.

3.4 EFFECT OF TERMINATION**(a) Termination of Rights**

Upon termination of this Agreement, the rights granted by each Party to the other will cease immediately.

(b) Compensation

Upon termination of this Agreement, Consultant shall be entitled to receive any compensation which is accrued and payable under the terms of this Agreement, but unpaid as of the date of said termination.

(c) Survival

Upon termination of this Agreement, the obligations intended to survive the termination of this Agreement shall survive.

(d) Return of Materials

Upon termination, Consultant agrees to return to the Client all documents, drawings, photographs, and any other written or graphic material, however produced, that it may have received through the course of its work and/or services provided, from the Client, its employees, contractors, or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

3.5 SUSPENSION OF WORK

At any time, the Client may, without cause, may request the Consultant, by way of providing 45 days prior written notice, to suspend, delay, or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the Client, at its sole discretion, may deem fit or necessary. Any such suspension shall be affected by the delivery of a written notice to the Client of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered. The suspension of work and/or services shall be treated as an excusable delay.

ARTICLE IV
WORK PRODUCT AND OTHER IP RIGHTS

4.1 OWNERSHIP OF WORK PRODUCT

Any interest of the Consultant or its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents, in studies, reports, memoranda, computational sheets, or other documents prepared by the Consultant or its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents in connection with the work and/or services to be performed under this Agreement, shall become the sole property of the Consultant.

Any and all work, artwork, copies, posters, billboards, photographs, videotapes, audiotapes, digital recordings or duplications, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, or any original works of authorship created by Consultant or its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents in connection with services performed under this Agreement shall remain the property of the Consultant.

The Client may retain and use copies of such works for reference and as documentation of its experience and capabilities only with prior written approval from the Consultant.

4.2 INTELLECTUAL PROPERTY

With respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"), the following provisions shall apply:

(a) Intellectual Property Not Subject to Agreement

Intellectual Property Rights described on the attached *Exhibit A* are not subject to this Agreement.

(b) Development of Intellectual Property

Any improvements to Intellectual Property items not listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by the Consultant, if any, during the term of this Agreement shall be the property of Client. The Consultant shall sign all documents necessary to protect the rights of the Client in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.

ARTICLE V
CONFIDENTIALITY, NON-DISCLOSURE, NON-COMPETE, NON-RECRUIT

5.1 CONFIDENTIAL INFORMATION DEFINED

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged. Confidential Information includes but is not limited to all non-public information regarding both Parties products or services, the terms of this Agreement, confidential and proprietary data, whether or not designated or marked "confidential," materials, products, technology, manuals, business and marketing plans, financial information, patient health information and any other information disclosed or submitted, orally, in writing, or by any other media.

5.2 EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:

- (a) The recipient of the Confidential Information already knew, but only if tangibly documented;
- (b) Becomes public through no fault of the recipient;
- (c) Was independently developed by the recipient with no reference to the documented formulations of the disclosing Party, including, without limitation, designs, processes, formulas, statistics provided by third parties as compiled by the disclosing Party, products, algorithms, source code, firmware, and middleware;
- (d) Was rightfully given to the recipient by another party.

5.3 OBLIGATIONS OF RECEIVING PARTY

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the disclosing party. Receiving party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving party shall not, without prior written approval of disclosing party, use for receiving party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of disclosing party, any Confidential Information. Receiving party shall return to disclosing party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if disclosing party makes a written request for such.

5.4 TIME PERIOD

The nondisclosure provisions of this Article shall survive the expiration or termination of this Agreement and receiving Party's duty to hold Confidential Information in confidence shall remain in effect for five (5) years following the expiration or termination of this Agreement.

5.5 OTHER

(b) Non-Compete Clause

The Client herein agrees not to participate in any activity or action that may be deemed of a competitive nature with any activity of the Consultant throughout the duration of their relationship pursuant to the terms and conditions of this Agreement. Therefore, for the purpose of this paragraph, competitive activity thus encompasses forming and/or making plans to form a business platform or entity that may be seen as being competitive with any business of the Consultant. This, however, does not prevent the Client from seeking or obtaining employment or any other form of business relationship with a competitor after termination of employment with the Consultant so long as said competitor was in existence prior to the termination of the relationship with the Consultant and Client was and/or is in no way involved with the organization for formation of another such competitor.

During and after the Consultant's contract period with the Client, in the State of California, and for a period of 1 year(s) following termination of this Agreement, however caused, the Client shall not seek or gain employment with any business that is in competition with the Consultant, its subsidiaries, or affiliates within Monterey County described as or within a 100 mile radius of the Company and the aforementioned business location.

(c) Non-Recruit Clause

The Consultant shall not throughout the duration of this Agreement and for a period of 1 year(s) immediately following the termination of this Agreement, either directly or indirectly, recruit any of the Client's employees, customers, clients, or management for the purpose of any outside business.

ARTICLE VI **MISCELLANEOUS**

6.1 AUDIT AND INSPECTION OF RECORDS

The Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity, takeoffs, cost statements with complete dates, schedules, correspondence, memoranda, papers, writings, as well as any and all documents of any nature prepared by or furnished to the Consultant during the course of performing the work and/or services with respect to the provisions of this Agreement, for a period of at least three (3) years following the completion or termination of this Agreement, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. All such records shall be available to the Client upon request at reasonable times and places. Monthly records of Consultant's personnel costs, consultant costs, and reimbursable expenses shall be kept on a generally recognizable accounting basis, and shall be available to the Client upon request at any reasonable time or place. The Consultant shall not

destroy any work records until after advising the Client and thus allowing the Client the opportunity to accept and store the records themselves.

The Consultant agrees to maintain and make available to the Client, during business hours, accurate books and accounting records relative to their activities under this Agreement.

The Consultant shall maintain such data and records in an accessible location and conditions for a period of not less than five (1) year after final payment under this Agreement.

The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the Client by this paragraph.

All rights and obligations established and executed pursuant to the paragraph shall be specifically enforceable and survive termination of this Agreement.

6.2 DISPUTES

In the event that any question should arise with regards to the meaning and intent of this Agreement, the question shall, prior to any other action or legal remedy being taken, be referred to the Client and a principal of the Consultant who shall decide the true meaning and intent of this Agreement. Such referral may be initiated through a written request from either party, and then a meeting between the Client and principal of the Consultant shall take place within five (5) days of the written request.

The Consultant shall continue its work and/or services performed throughout the course of any and all disputes, and the Consultant's failure to continue said work and/or services during any and all disputes shall be considered a material breach of this Agreement, provided the Client continues to make payments to the Consultant for undisputed work completed by the Consultant. The Consultant further agrees that should they stop work due to a dispute or disputes, any and all claims, whether in law or in equity that the Consultant may have against the Client, their officers, agents, Representatives, and employees, whether such claims are pending, anticipated or otherwise, shall be deemed to have been waived and forever barred.

6.3 CONFORMITY WITH LAW AND SAFETY REQUIREMENTS

The Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all state Occupational Health and Safety Regulations, the American Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations. Any and all services performed by the Consultant must be in accordance with these laws, ordinances, codes, and regulations. The Consultant's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the work hereunder shall constitute a breach of Agreement.

Should a death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Consultant shall immediately notify the Client by telephone. If any accident should occur in connection with this Agreement, the Consultant shall promptly submit a written report to the Client, in such form as the Client may require. This report shall include, but is not limited to, the following information:

- (a) Name and address of the injured or deceased individual(s);
- (b) Name and address of the Consultant's Subconsultant or Subcontractor, if any;
- (c) Name and address of the Consultant's liability insurance carrier; and
- (d) A detailed description of the accident, including whether any of the Client's equipment, tools, or materials were involved.

6.4 BUSINESS LICENSE AND OTHER REQUIREMENTS

The Consultant represents that they have complied with all Federal, State, and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the scope of work which is to be performed as a consultant pursuant to this Agreement.

6.5 TAX ID NUMBER

Consultant's Tax ID Number is 85-4147729 . The Consultant certifies that the taxpayer identification number written above is correct.

6.6 LIMITATION OF LIABILITY

In no event will either Party or any of its officers, directors, employees, stockholders, agents, or representatives be liable for any special, indirect, incidental, exemplary, or consequential damages or loss of goodwill in any way relating to or arising from this Agreement, or from the performance or non-performance of any services, even if the Party has been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability, or otherwise. The limitations of this Section will apply notwithstanding any failure of essential purpose of any limited remedy.

6.7 INDEMNIFICATION

To the fullest extent permitted by law, the Client shall defend, indemnify, and hold harmless the Consultant, its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents (herein referred to collectively as "Indemnatee") from and against any and all claims, loss, cost, damage, injury, including, without limitation, injury to or death of an employee, partner, representative, consultant, subconsultant, or agent of the Consultants, expense and liability of every kind, nature, and description that arise out of, may pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents, or anyone directly or indirectly employed by the Consultant, or anyone under the control of the Consultant (collectively known as "Liabilities").

Such obligations to defend, hold harmless, and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. With respect to third party claims against the Consultant, the Consultant shall waive any and all rights of any type of express or implied indemnity against the Indemnitee other than for Liabilities that are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

6.8 NOTICES

Any and all notices that may be deemed necessary, permitted, and/or required under this Agreement shall be made in writing and shall be deemed delivered when said notice is delivered in person or deposited in the United States mail, postage prepaid and addressed to either party at the address provided herein. Said address may be changed from time to time by either Party by written notice to the other Party in the manner set for above. Initial notification addresses shall be:

Client Name & Address:

Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950

Consultant Name & Address:

Black Leaders And Allies Collaborative
Post Office Box 833
Seaside, California 93955

6.9 ENTIRE AGREEMENT

This Consulting Agreement contains the entire agreement of all Parties, and there shall be no other promises or conditions contained within any other agreement, whether oral or written. This Agreement shall supersede any other prior oral or written agreement between the parties.

6.10 AMENDMENT

This Agreement may be altered or modified only if said amendment is done so in writing, mutually agreed upon and signed by both Parties.

6.11 SEVERABILITY

Client and Consultant acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

6.12 WAIVER

The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition.

No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

6.13 GOVERNING LAW

(a) To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of California, notwithstanding any choice-of-law or conflicts-of-law rules to the contrary.

(b) The parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in the State of California, and in the County of Monterey.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

6.15 EFFECT OF TITLE AND HEADINGS

The title of this Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.

6.16 ATTORNEYS FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default, or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such arbitration or legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

6.17 SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, this Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.

6.18 INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.19 INSURANCE

Prior to the execution of this Agreement, the Consultant, upon the request of the Client, shall furnish satisfactory proof of insurance that it has purchased for the entire period covered by this Agreement, as further defined below, and in such form and issued by an insurance carrier that shall be deemed satisfactory by the Client and authorized to do business in the County and State where the Client is located.

General Liability Insurance

Said insurance policy shall be written on an "occurrence" basis, which shall provide coverage for bodily injury, death, and property damage resulting from operations, products liability, blasting, explosion, collapse of building(s) or structures, damage to any underground structures and utilities, liability for slander, false arrest, and invasion of privacy arising out of negligence, disclosure of confidential, intellectual, or proprietary information, personal and advertising liability, of not less than \$1,000,000 general cumulative and \$1,000,000 per each occurrence, subject to a deductible of not more than \$10,000 payable by the Consultant.

Workers' Compensation Insurance

The Consultant shall be required to provide full workers' compensation insurance for all persons with whom the Consultant may employ to assist in the work/services provided to the Client by the Consultant pursuant to the "Workers' Compensation Insurance and Safety Act," and any and all Acts amendatory or supplemental thereto. The workers' compensation policy shall include Employer Liability Insurance with limits of not less than \$1,000,000 per each accident.

Insurance Terms, Conditions, and Provisions

- a) The Client and its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents, shall be named as additional insured's, but only with respect to any liability arising out of such activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
- b) Any and all policies shall apply separately to each insured against the person said claim is made except with respect to the limits of the Client's liability.
- c) Any written notice of cancellation, non-renewal, or for any material change in the policy itself shall be mailed to the Client within thirty (30) days advance of the effective date of change, non-renewal, or cancellation.
- d) The Certificate of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage, and shall contain a provision requiring the giving of written notice as described in the above paragraph.
- e) Should an application for extension of time be made, the Consultant shall submit proof that said insurance policies shall be in effect throughout the additional requested period of time.
- f) There shall be nothing contained herein that shall be construed or interpreted as a limitation in any way to the extent to which the Consultant or any of their acceptable Subconsultants may be held responsible for payment of damages resulting from their work/services.
- g) Should the Consultant fail to maintain the required insurance, the Client reserves the right to take out such insurance and deduct said amount of the premium from any such sum that may be due and payable to the Consultant under this Agreement.

IN WITNESS WHEREOF, the undersigned have read, understand and accept this agreement, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions, and provisions contained within this Agreement.

(Joshua Jorn) 10/10/2023

PGUSD Interim Superintendent

(Dirrick Williams) 10/10/2023

BLAAC, Executive Director

- | | |
|---|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Board Calendar/Future Meetings

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees 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 August-December 2023

Closed session times vary. Open session begins at 6:30 p.m.

Thursday, August 3	Regular Board Meeting ✓ Quarterly Facilities Project Updates* ✓ Review of Legal Services Costs
Thursday, August 17	Regular Board Meeting ✓ Student Enrollment Update ✓ Property Tax Report
Thursday, September 7	Regular Board Meeting ✓ Quarterly District Safety Update* (Superintendent Report) ✓ CSBA Policy Update ✓ Cultural Proficiency/Equity Presentation
Thursday, September 14 Closed session 5:30 p.m.	Special Board Meeting ✓ Unaudited Actuals ✓ Board Goals Discussion
Thursday, September 21 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Williams Uniform Complaint Report ✓ Resolution for the GANN Limit for 2023-2024
Monday, October 2 Closed session: 5:30 p.m. No open session	Special Board Meeting- Closed Session ✓ Candidate selection- Superintendent
Thursday, October 5 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Week of the School Administrator ✓ Board Goals check-in
Tuesday, October 10 Closed session: 9am-5pm No open session	Special Board Meeting- Closed Session ✓ Candidate interviews- Superintendent
Thursday, October 12 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Special Board Meeting- Closed Session ✓ Negotiations- Superintendent
Thursday, October 26 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Quarterly District Safety Update (Superintendent Report) ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CAASPP/ELPAC Review of Data
Thursday, November 2 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting
Thursday, November 16 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Intent Form Due (to serve as Board President/Clerk) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates ✓ PGHS Course Bulletin Information/Discussion ✓ CSBA Policy Update
Thursday, December 7 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ District Goals Update

<p>Thursday, December 14 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Organizational Meeting</p> <ul style="list-style-type: none">✓ Election of 2023-24 Board President and Clerk✓ First Interim Report✓ PGHS Course Bulletin Action/Discussion✓ Williams Uniform Complaint Report✓ LCAP Update✓ Employee Recognition✓ CSBA Policy Update
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Board Meeting Calendar January-June 2024

Closed session times vary. Open session begins at 6:30 p.m.

<p>Thursday, January 11 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2024-25 ✓ Property Tax Update
<p>Thursday, January 25 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ CSBA Policy Update ✓ School Accountability Report Cards ✓ School Resource Officer Contract ✓ Resolution recognizing February as Black History Month ✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar
<p>Thursday, February 8 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2023-24 Audit Report ✓ Quarterly Facilities Project Updates* ✓ Resolution recognizing March as Women's History Month
<p>Thursday, March 7 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Second Interim ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels
<p>Thursday, March 21 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Board Goals Study Session
<p>Thursday, April 4 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Quarterly District Safety Update (Superintendent Report) ✓ District Goals Update
<p>Thursday, April 18 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month
<p>Thursday, May 9 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Continue Superintendent Evaluation ✓ Board Goals for 2024-25 ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee

<p>Thursday, May 23 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Complete Superintendent’s Evaluation ✓ 2024-25 Board Goals ✓ Review Governor’s Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2024-25 Budget Public Hearing ✓ LCAP Public Hearing ✓ Resolution recognizing June as LGBTQ+ Month
<p>Thursday, June 6 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2024-25 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2024-25 ✓ Resolution recognizing Juneteenth

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|---|--|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Presentation on Potential Measure D Bond Extension

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and consider the following information as presented by Dale Scott and Company (DS&C)

BACKGROUND:

The District's current total general obligation bonds tax rate is projected to decrease after fiscal year 2025-26. This decrease allows the District to seek voter approval for a new bond measure to fund additional projects without increasing projected tax rates above their current level.

INFORMATION:

By asking voters to extend the current tax rate, the District achieves the following:

1. **Financial Continuity:** District voters approved a tax rate extension general obligation bond in 2020. The extension of current tax rates continues this method of funding District capital improvements.
2. **No Tax Increase:** Projected tax rates will not rise above the current level.

FISCAL IMPACT:

None to the general fund. Debt service payments on the bonds would be paid from property tax levies.

Thinking forward
for schools and
communities.



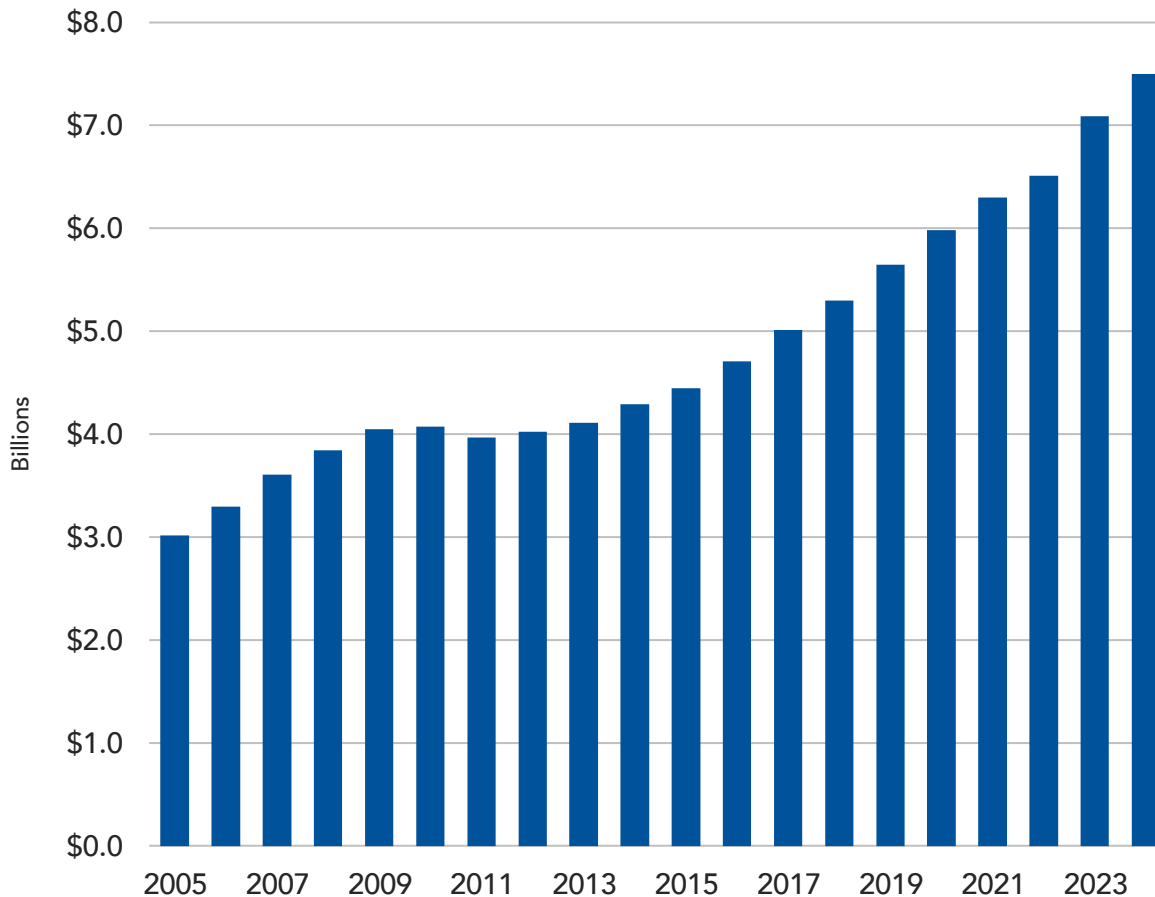
PACIFIC GROVE USD

GENERAL OBLIGATION BOND OVERVIEW



DISTRICT AV HAS GROWN BY 19.47% OVER THE PAST THREE YEARS

Assessed Valuation



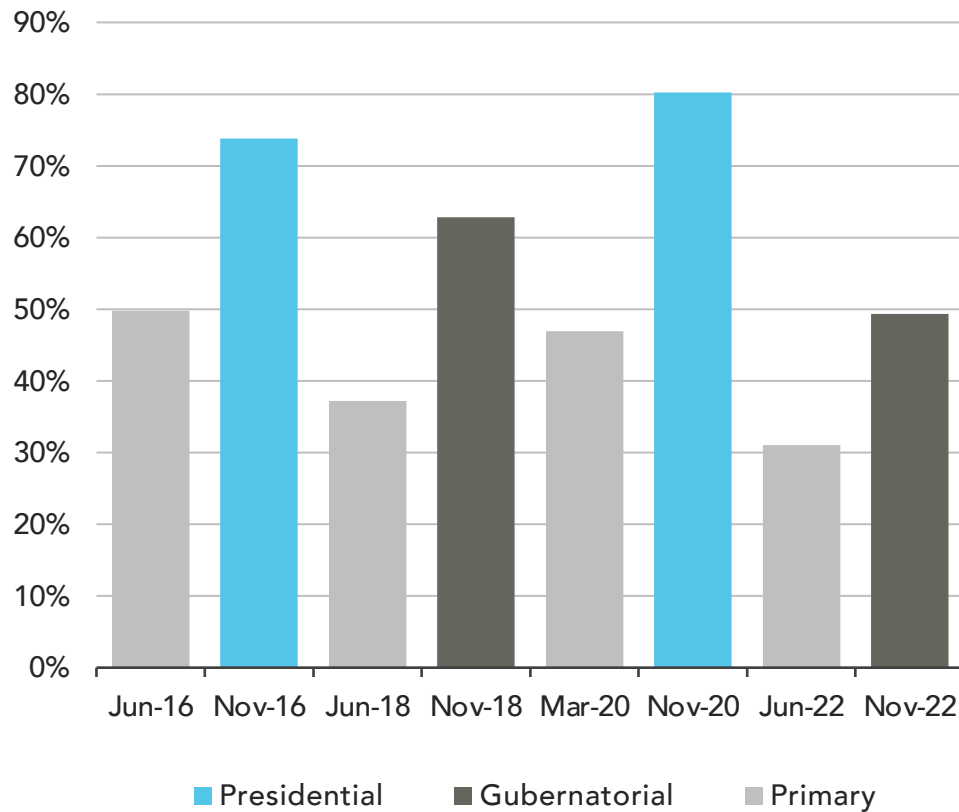
Assessed Valuation 2005 to Present

FY Ending	(Billions)	% Change
2005	\$3.0	8.0%
2006	\$3.3	9.4%
2007	\$3.6	9.3%
2008	\$3.8	6.6%
2009	\$4.0	5.2%
2010	\$4.1	0.7%
2011	\$4.0	-2.5%
2012	\$4.0	1.4%
2013	\$4.1	2.2%
2014	\$4.3	4.3%
2015	\$4.5	3.7%
2016	\$4.7	5.8%
2017	\$5.0	6.4%
2018	\$5.3	5.8%
2019	\$5.6	6.6%
2020	\$6.0	6.0%
2021	\$6.3	5.3%
2022	\$6.5	3.3%
2023	\$7.1	8.9%
2024	\$7.5	6.2%
5 Year Average		5.9%
10 Year Average		5.8%
20 Year Average		5.1%

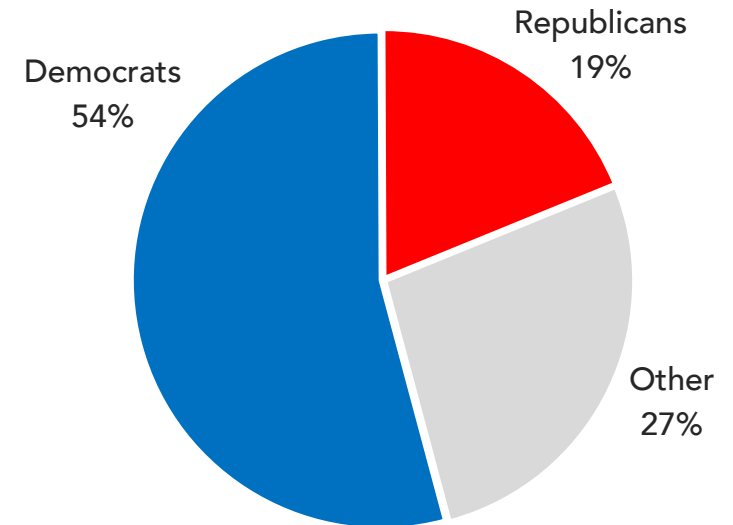
Source: California Municipal Statistics

12,402 VOTERS IN THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Monterey County:
Voter Turnout



Pacific Grove Unified School District:
Party Affiliations



Source : CA SOS and Political Data, Inc.

PAST PACIFIC GROVE USD BOND MEASURES STRONGLY SUPPORTED

Pacific Grove Unified School District GO Bond Elections					
Election Date	% of Yes Votes Required	% of Yes Votes	Authorization	Authorization Remaining	Result
November 1999 (A)	66.7%	77.5%	\$12,000,000	\$0	Pass
June 2006 (D)	55.0%	65.6%	\$42,000,000	\$0	Pass
November 2013 (G)	55.0%	52.2%	\$27,800,000	\$0	Fail
November 2014 (G - EdTech)	55.0%	59.8%	\$18,000,000	\$9,293,000	Pass
March 2020 (D - Tax Rate Extension)	55.0%	67.9%	\$30,000,000	\$24,000,000	Pass

Source: Ed-Data.org

DISTRICT LAST ISSUED BONDS IN APRIL 2022

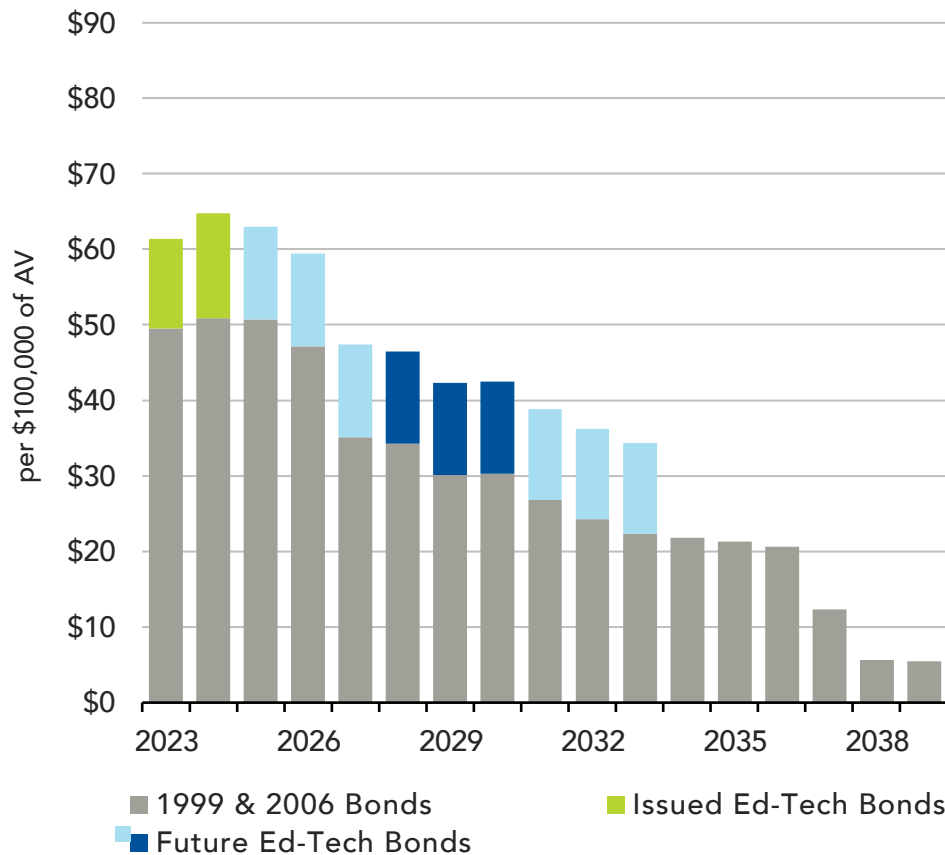
Pacific Grove Unified School District Outstanding Bonds

Series	Issuance Date	Original Principal	Outstanding Principal	Final Maturity	Optional Call Date
2006 Election, Series E -QSCB	6/27/2011	\$7,780,000	\$2,792,000	8/1/2026	n/a
2015 GO Refunding, Series A	6/30/2015	\$4,925,000	\$2,480,000	8/1/2030	8/1/2025
2015 GO Refunding, Series B	6/30/2015	\$3,380,000	\$1,855,000	8/1/2031	8/1/2025
2016 GO Refunding	7/14/2016	\$16,125,000	\$15,055,000	8/1/2039	8/1/2026
2017 GO Refunding	12/12/2017	\$10,130,000	\$8,355,000	8/1/2037	8/1/2027
2020 Election, Series A	4/6/2021	\$6,000,000	\$4,480,000	8/1/2032	8/1/2030
2014 Election, Series D	4/13/2022	\$2,126,000	\$1,036,000	8/1/2024	n/a
TOTAL		\$50,466,000	\$36,053,000		

Measure A (2014) Technology Bonds

\$9.293 MILLION UNISSUED TECHNOLOGY BONDS

Tax Rate Per \$100,000 of AV*



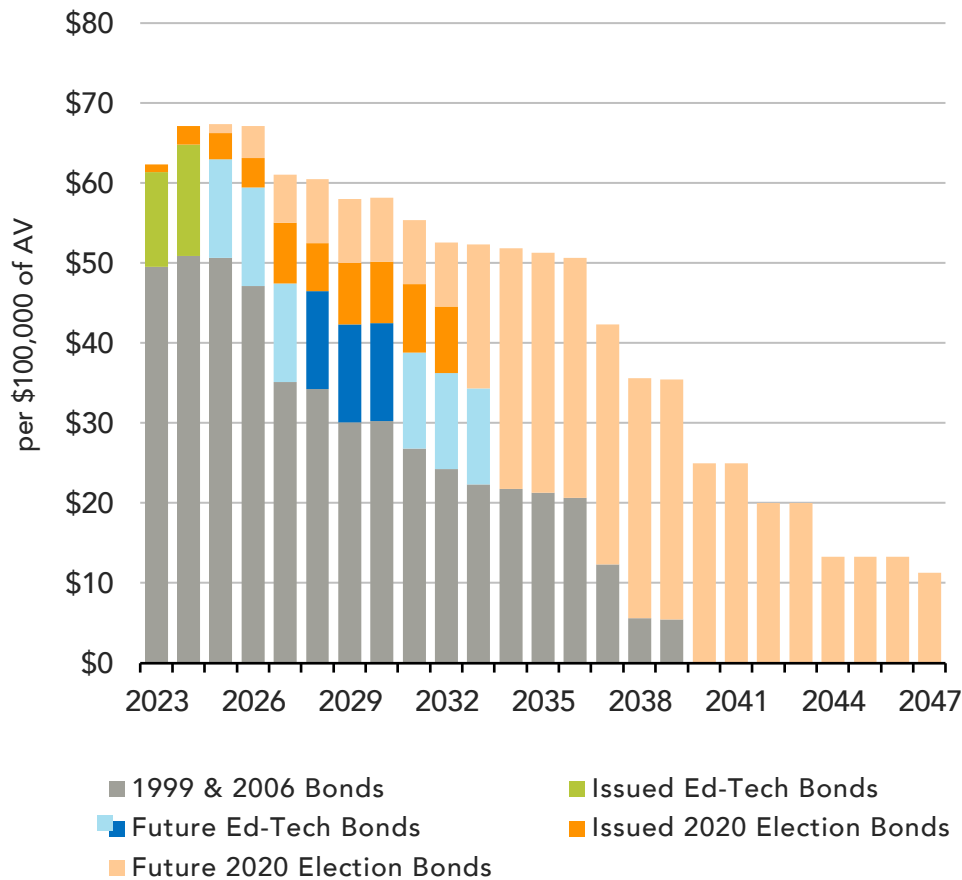
Measure A Bond Issuance Schedule	
FY Ending	Ed-Tech Bonds®
2015 (issued)	\$2,370,000
2016 (issued)	\$2,103,000
2020 (issued)	\$2,108,000
2022 (issued)	\$2,126,000
2024	\$2,800,000
2027	\$3,100,000
2030	\$3,393,000
Total	\$18,000,000

*Assumes 5.0% AV growth in 2025, 3.75% thereafter

Measure D (2020) Bonds

\$24 MILLION UNISSUED 2020 ELECTION BONDS

Tax Rate Per \$100,000 of AV*



Combined Future Bond Issuance Schedule

FY Ending	Ed-Tech Bonds	2020 Bonds
2021 (issued)		\$6,000,000
2022 (issued)	\$2,126,000	
2023		\$6,540,000
2024	\$2,800,000	
2025		\$7,820,000
2026		
2027	\$3,100,000	\$9,640,000
2028		
2029		
2030	\$3,393,000	
Total	\$11,419,000	\$30,000,000

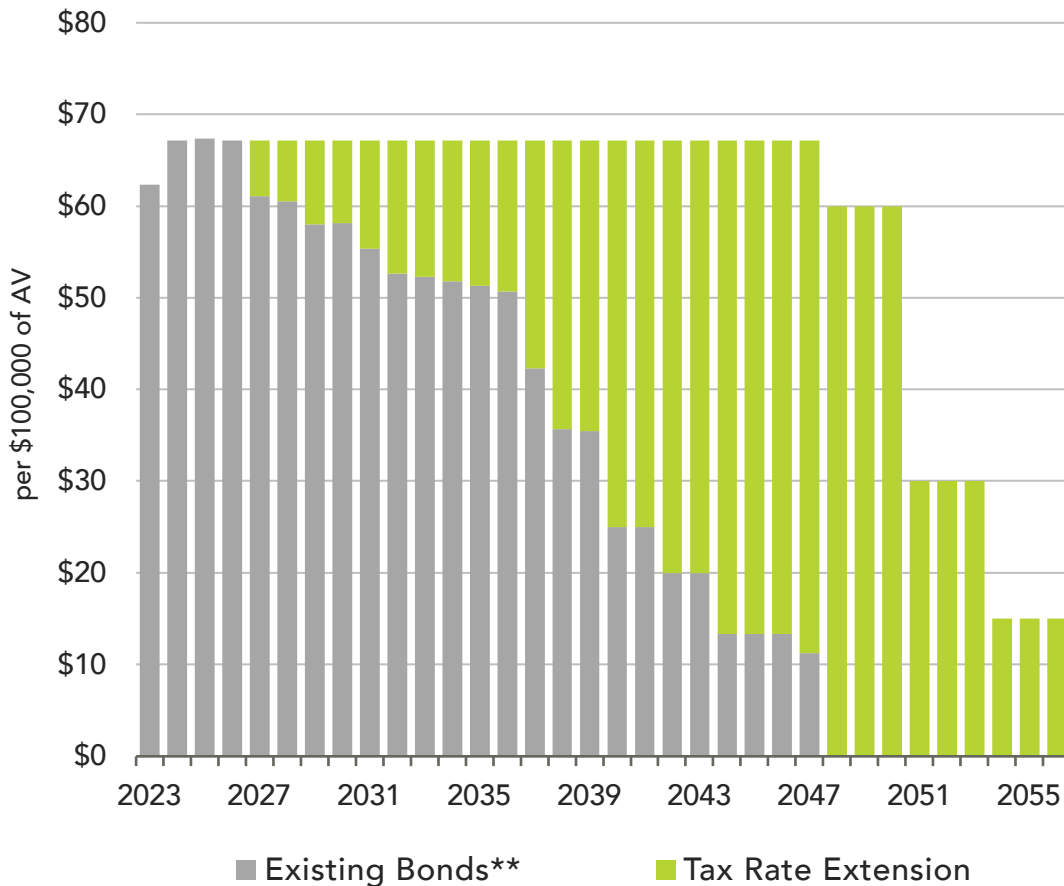
*Assumes 5.0% AV growth in 2025, 3.75% thereafter

PACIFIC GROVE USD

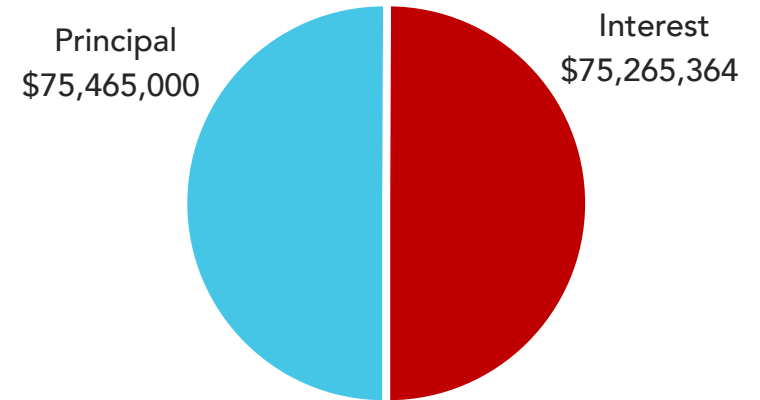
2024 ELECTION

EXTENDING TAX RATE WOULD PRODUCE \$75.4 MILLION

Actual/Projected Tax Rates*



Scenario 1:
Tax-Rate Extension



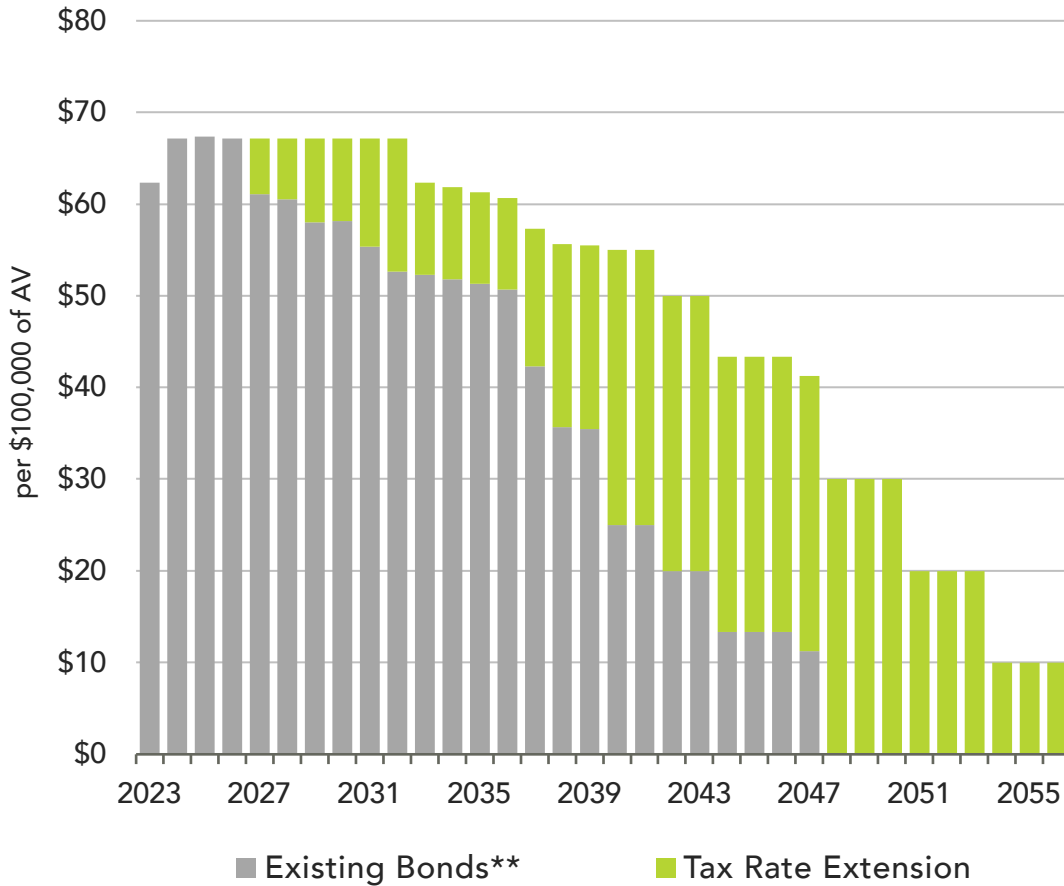
Scenario 1: Potential Issuance Schedule			
Series	Principal	Interest	Total
2025	\$19,245,000	\$22,216,421	\$41,461,421
2028	\$24,175,000	\$25,801,212	\$49,976,212
2031	\$32,045,000	\$27,247,731	\$59,292,731
Total	\$75,465,000	\$75,265,364	\$150,730,364

*Assumes 5.0% AV growth in 2025, 3.75% thereafter
 **Includes future issuances from 2014 & 2020 Authorizations

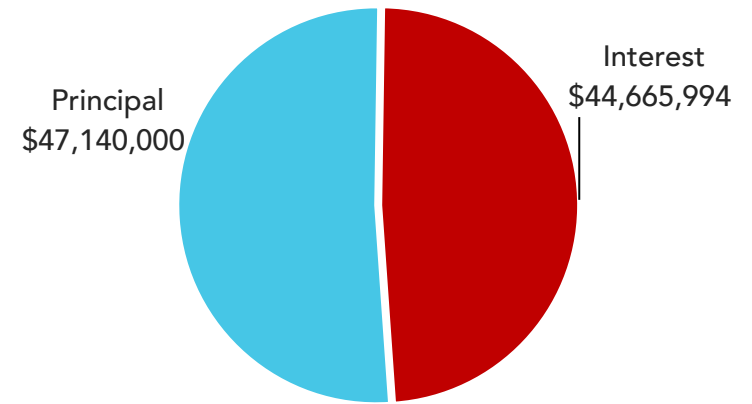
Scenario 2: Tax-Rate Extension (Lowered Tax Rate)

EXTENDING TAX RATE WOULD PRODUCE \$47.1 MILLION

Actual/Projected Tax Rates*



Scenario 2:
Tax-Rate Extension



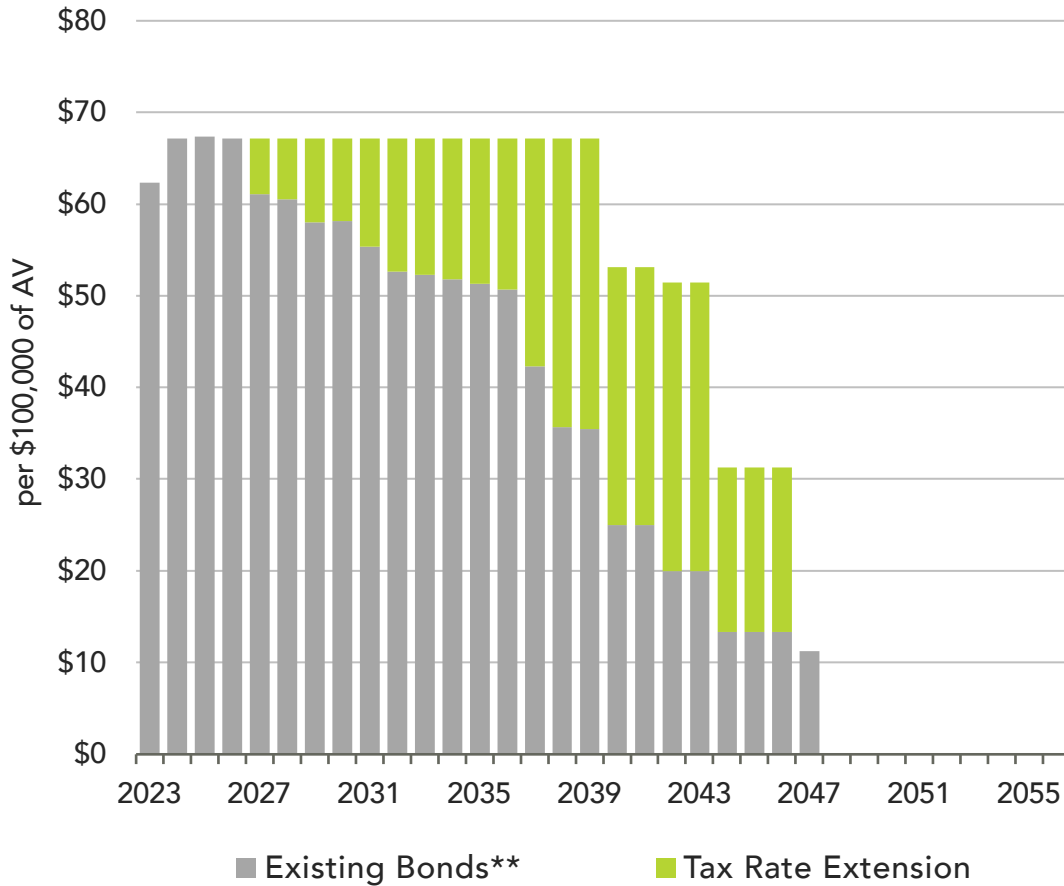
Scenario 2: Potential Issuance Schedule			
Series	Principal	Interest	Total
2025	\$12,325,000	\$12,825,532	\$25,150,532
2028	\$15,165,000	\$15,294,536	\$30,459,536
2031	\$19,650,000	\$16,545,926	\$36,195,926
Total	\$47,140,000	\$44,665,994	\$91,805,994

*Assumes 5.0% AV growth in 2025, 3.75% thereafter
**Includes future issuances from 2014 & 2020 Authorizations

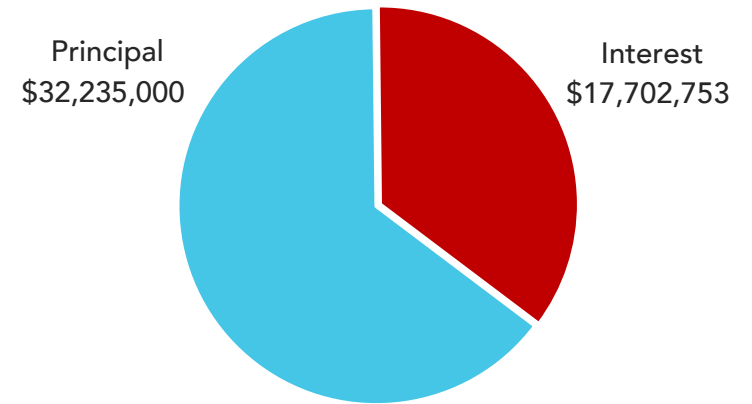
Scenario 3: Tax-Rate Extension (Shortened Term)

EXTENDING TAX RATE WOULD PRODUCE \$32.2 MILLION

Actual/Projected Tax Rates*



Scenario 3:
Tax-Rate Extension



Scenario 3:
Potential Issuance Schedule

Series	Principal	Interest	Total
2025	\$6,135,000	\$2,981,443	\$9,116,443
2028	\$10,640,000	\$6,038,478	\$16,678,478
2031	\$15,460,000	\$8,682,832	\$24,142,832
Total	\$32,235,000	\$17,702,753	\$49,937,753

*Assumes 5.0% AV growth in 2025, 3.75% thereafter
**Includes future issuances from 2014 & 2020 Authorizations

PREPARING FOR 2024



Needs change. Innovation endures.

Some financial advisors like to brag about the number of deals they've done. We like to talk about the problems we've solved. DS&C delivers innovative, practical solutions that propel schools and communities forward.

DS&C
THINKING FORWARD

- | | |
|--|--|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Complaint Concerning Instructional Materials

DATE: October 26, 2023

PERSON RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review the attached information related to a parent objection to specific instructional material.

BACKGROUND:

The District Board Policy 1312.2 notes the Board recognizes that staff are well qualified to consider complaints concerning instructional materials.

Complainants are advised to consider and accept the Superintendent or designee's decision as final.

The District also follows Administrative Regulation 1312.2 whereby the Board recognizes that the Superintendent or designee has the discretion to review and determine whether the complaint should be considered on an individual basis, or whether a review committee should be convened.

If the complaint merits a committee review as determined by the Superintendent or designee, one shall be formed.

The committee shall consider the educational philosophy of the District; the professional opinions of other teachers of the subject and of other competent authorities; reviews of the materials by reputable bodies; the teacher's stated objectives in using the materials; and the objections of the complainant

The review committee shall determine the extent to which the challenged material supports the curriculum, the educational appropriateness of the material, and its suitability for the age level of the student.

Within thirty days of being convened, the review committee shall summarize its findings in a written report and submit it to the Superintendent or designee for final action. The Superintendent or designee shall notify the complainant of his/her decision no later than sixty days after the complaint was filed.

The report of the review committee together with the Superintendent or designee's recommendation may be brought to the Board of Trustees for information.

INFORMATION:

The District received a parent objection to curriculum at Pacific Grove High School, for a book as listed on the English 2 Syllabus. The complaint is as listed below.

“I am filing an objection to the assignment of the book Dear Martin by Nic Stone. I have read this book and annotated the pervasive vulgarity / profanity contained in the book. Please see attached document. I understand it is your and Principal Garcia's view that plenty of literature has been challenged for profanity, however, the amount of profanity in this book goes beyond what is acceptable. This language is not tolerable in public, printed newspapers, or even in motion pictures which would be Rated R and inaccessible to students based solely on profanity.”

The Superintendent formed a committee which included four teachers from Pacific Grove High School (two of whom are in the English department), two administrators, and two parents. This adheres to the requirement of AR 1312.2 which calls for the committee to be composed of one-half teachers, one-fourth administrators, and one-fourth parents.

Each of the committee members read *Dear Martin* in the days leading up to the meeting. The committee members were also provided with a list of 70 words to which the parent objected along with a brief description of the context in which the words were used.

Final Determination

The Superintendent and the Curriculum Review Committee found that the value of the content in *Dear Martin* outweighs the potential harmful effects of the language identified by the complainant.

The Pacific Grove High School English department and administration followed established procedures for approving the use of this novel which is on the California Department of Education Recommended Reading List. The Superintendent accepted the Committee’s unanimous approval of the use of *Dear Martin* for English 2 and presents the findings to the Board of Trustees

FISCAL IMPACT:

None

SUPERINTENDENT'S DECISION REGARDING COMPLAINT

Complainant Concerning Instructional Materials – English 2: Dear Martin

1. Nature of Complaint

A parent (“Complainant”) submitted an objection to the assignment of the book *Dear Martin*, by Nic Stone, in his son’s 10th Grade English course based on “pervasive vulgarity / profanity contained in the book.”

2. Specific Allegation(s)

Complainant states that the amount of profanity in the book “goes beyond what is acceptable. This language is not tolerable in public, printed newspapers, or even in motion pictures which would be rated R and inaccessible to students based solely on profanity.” Complainant also notes 70 references in the book of words to which he objects.

3. Remedy Requested

Complainant requests verification “that this specific book was properly vetted and adopted for use as curriculum,” and notes his disbelief that the Board read the book and adopted it as meeting the standard for approved curriculum. Based on Complainant’s follow up communication on September 5, 2023, it appears that Complainant would like his son to be provided an alternative assignment.

4. District Review of Challenged Curriculum

Pursuant to District Board Policy (“BP”) and Administrative Regulation (“AR”) 1312.2, the District convened a committee to review this book and the objections raised with respect to the use of profanity in the book. The Curriculum Review Committee (“Committee”) consisted of four teachers, two administrators, and two parents. All four teachers are employed at Pacific Grove High School and two of the teachers are in the English Department. Each committee member read the book before the meeting, and the Committee met for discussion and deliberations on September 18, 2023. The Committee was also provided Complainant’s list of words included with the Complaint and a selection of articles discussing the book.

In addition to the Complaint, the Committee considered the educational philosophy of the District, including the mission statement and goals related to equity, inclusive curriculum, and cultural proficiency; the professional opinions of teachers of the subject and other competent authority regarding curriculum; reviews of the book by reputable sources; and the teacher’s stated objectives in using the materials. In accordance with AR 1312.2, the Committee reviewed and evaluated the book pursuant to the following factors: the extent to which the challenged material supports the curriculum; the educational appropriateness of the material; and the suitability for the age level of the student.

The Committee submitted its report of the review of this book on September 19, 2023.

5. Findings

With respect to the use of the language Complainant objects to as vulgar or profane, the Committee found that:

- The language used in the book was necessary to establish a realistic portrayal of the characters in the novel.

SUPERINTENDENT'S DECISION REGARDING COMPLAINT

Complainant Concerning Instructional Materials – English 2: Dear Martin

- The language realistically depicts the intensity of the violent encounters in the book.
- The language used in more casual conversations between characters established a realistic setting and authentic character voice.
- Language use varies among social classes.
- The language used in *Dear Martin* is similar to the language many high school students use in casual conversation with their peers.
- The potential to discuss “code switching,” or changing our language use based on social context, is a valuable lesson for students.

However, the Committee recommends that the language denigrating the female characters in the book be discussed with students.

The Committee further found that:

- The book is on the California Department of Education Recommended Literature List.
- The English department reviewed and approved the book.
- The English 2 syllabus, including the use of *Dear Martin*, was approved by the PGHS administration on behalf of PGUSD.

The Committee determined:

- The challenged material supports the curriculum thoroughly as evidenced by the teaching objectives and the standards being taught.
- The challenged material also supports the district's goal of supporting students in managing the dynamics of difference by allowing students to experience representations of different perspectives, discussions of equality, violence, internal conflict, confrontation, protest, discomfort, and the impact of stereotyping.
- There was unanimous support that the material is appropriate for inclusion in the English 2 curriculum. *Dear Martin* supports the district's educational philosophy, including the mission statement and goals related to equity, inclusive curriculum, and cultural proficiency.
- There was unanimous agreement that the material is appropriate for 10th grade students and above.
- The value of the content in *Dear Martin* outweighs the potential harmful effects of the language identified in the complaint.
- The Pacific Grove High School English Department and administration followed established procedures for approving the use of this novel which is on the California Department of Education Recommended Reading List.

After a thorough review of the Committee's report and the related resources considered by the Committee, I find that:

- The language used in the book was necessary to establish a realistic portrayal of the characters and settings in the novel and the discussion of its use has educational value.
- The challenged material supports the curriculum and the district's educational philosophy, including the mission statement and goals related to equity, inclusive curriculum, and cultural proficiency.
- The material is suitable for 10th grade students and above and appropriate for inclusion in the English 2 curriculum.
- The District English Department and administration followed established procedures for the approval of this novel, which is on the California Department of Education

SUPERINTENDENT'S DECISION REGARDING COMPLAINT

Complainant Concerning Instructional Materials – English 2: Dear Martin

Recommended Reading List, as supplementary instructional material for the English 2 course.

- The value of the content in *Dear Martin* outweighs the potential harmful effects of the language identified in the complaint.

I further support the Committee's recommendation that the language denigrating the female characters in the book be discussed with students.

6. Disposition of the Complaint

I affirm that the District English Department and administration followed established procedures for the approval of this novel, which is on the California Department of Education Recommended Reading List, as supplementary instructional material for the English 2 course. The District will continue with the use of the book *Dear Martin*, by Nic Stone, as instructional material for the 10th Grade English 2 course, as adopted in accordance with District procedures and approved by the Board of Trustees.

7. Corrective Action(s)

Based on the findings above and the Committee's determination that the material supports the District's curricular goals and is appropriate for 10th Grade students, no corrective actions need to be taken. Additionally, due to the structure of the English 2 course with extensive class discussion of the assigned reading materials and the use of graded assignments related to the assigned reading, the assignment of alternative instructional material for a single student is not feasible for this course. Accordingly, the District has not authorized the use of alternative instructional materials for this course.

8. Appeal Process

Pursuant to BP/AR 1312.2, if dissatisfied with the District's decision, Complainants have the right to appeal this decision to the District Board of Trustees. An appeal to the Board must be made **within 30 days** from receipt of this decision.

DATE: September 22, 2023



 Joshua R. Jorn,
 Interim Superintendent

EXHIBITS

1. Complaint filed September 5, 2023
2. BP/AR 1312.2
3. PGUSD Curriculum Review Committee Report, dated September 19, 2023

- | | |
|--|--|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Pacific Grove High School Course Catalog for the 2024-25 School Year

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the 2024-25 course catalog for Pacific Grove High.

BACKGROUND:

Each year, the Certificated Staff at Pacific Grove High School reviews the course descriptions, prerequisites, and course offerings prior to student registration held in January. Courses are revised according to State standards and/or changing curriculum needs. In addition, courses that have had traditionally low turnout may be eliminated and replaced with courses that are deemed to be of more interest. The course catalog is designed with the assumption that some courses will not end up being offered due to a lack of student interest or scheduling conflicts. At registration, student signups will be used as criteria for deciding the final course offerings.

INFORMATION:

The course catalog has been updated as follows:

Various course titles updated and minor edits

Updated course descriptions: Earth and Space Systems, Chemistry, Honors Chemistry, Introduction to Computer Science, Introduction to Computer-Aided Design, Engineering Robotics, Engineering CNC Manufacturing, AP Computer Science, Spanish 1, Spanish 4, AP Spanish Language and Culture, French 1, French 2, French 4, AP French Language and Culture, English 2, Honors English 2, English 3, Honors English 3, AP English Language, Expository Reading and Writing 3.0 (ERWC), Drama, AP Psychology, String Orchestra, Concert Band/Marching Band, Guitar, Jazz Band,

Removed courses: Drawing and Painting, Advanced Drawing and Painting, English 4

New courses: Honors Portfolio 2D Art and Design, AP 2D Art and Design, Honors Portfolio 3D Art and Design, AP 3D Art and Design, Creative Writing, Multimedia Journalism, Law and Society

New courses dual enrollment: English 1A: College Composition, English 1B: Introduction to Literature, Psychology 1: General Psychology, Psychology 3: Intro to Social Psychology, Sociology 1: Introduction to Sociology, Sociology 2: Contemporary Social Problems

FISCAL IMPACT:

Assuming that there is no significant increase in students for the 2024-25 school year, we anticipate no negative fiscal impact.

There is a possibility given the additional funding gained through dual-enrollment courses, that there could be a potential increase in income if additional courses of this nature are added.

PACIFIC GROVE HIGH SCHOOL



COURSE CATALOG 2024-2025

To view a copy of the Course Catalog online:
pghigh.pgusd.org/counseling

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COURSE SELECTION

The PGHS Course Catalog will help you select courses that are the best fit for you and your future goals. As you make your choices for the upcoming school year, please consider the following suggestions:

- **Use the graduation requirements** to confirm which courses you have completed and determine what courses you still need to complete to earn a Pacific Grove High School diploma.
- **Select courses that are interesting to you and support your future goals.** You are a unique individual and student, and your schedule should reflect that.
- **Consider college entrance requirements** in making your choices. Even if you are undecided about college now, enroll in classes that challenge you and keep your future options open by planning a UC A-G-eligible schedule.
- **Please refer to the UC A-G Course List** as verification that the PGHS course designation meets your postsecondary goals here: [Pacific Grove High School A-G Course List](#)
- **Involve your parents/guardians** in your decision-making process.
- **Discuss your academic plans with your grade-level counselor.**
- **Consult with your current teachers** about their recommendations for your classes next year.

PGHS Graduation Requirements and UC A-G Requirements Comparison		
	PGHS Graduation Requirement	Minimum A-G Requirement
History/Social Science	4 year-long courses	A. 2 years required
English	4 year-long courses	B. 4 years required
Mathematics	2 year-long courses	C. 3 years required (through IM3 or Statistics) <input type="checkbox"/> 4 years recommended
Science	2 year-long courses	D. 2 years required <input type="checkbox"/> 3 years recommended
Language Other than English (LOTE)	1 year-long course in LOTE OR VAPA	E. 2 years required <input type="checkbox"/> 3 years recommended
Visual and Performing Arts (VAPA)	1-year long course in VAPA OR LOTE	F. 1 year required
Electives	8 year-long courses	G. 1 year additional A-G course required
Physical Education	2 year-long courses	
Minimum grade for credit	“D-” Grade	“C-” Grade
Credits required	230 credits required for graduation	A minimum of 15 year-long college preparatory A-G approved courses
Community Service	48 hours	

ENTRANCE REQUIREMENTS FOR COLLEGE

UNIVERSITY OF CALIFORNIA

For graduating seniors, the University of California offers postsecondary education at nine undergraduate campuses. Admission to the UC system is based on a minimum 3.0 GPA and a 14-point evaluation process called the Comprehensive Review. This review process considers student involvement and leadership, extracurricular activities, quality of the senior year, the inclusion of and performance in A-G courses beyond the required minimum, and responses to four Personal Insight Questions. Competition for admission to the UC is high, so meeting the minimum requirements does not guarantee admission. Students admitted to UC campuses generally exceed the minimum UC admission requirements. For more information regarding UC admissions, please visit:

[Freshman requirements | UC Admissions](#)

UC Berkeley (Cal)
UC Davis
UC Irvine

UC Los Angeles (UCLA)
UC Merced
UC Riverside

UC San Diego
UC Santa Barbara
UC Santa Cruz

CALIFORNIA STATE UNIVERSITY

The California State University system has 23 campuses offering a wide range of majors to prepare students for careers post-graduation. The CSU uses three factors to determine eligibility for admissions: Specific high school courses referred to as a-g courses, grades in those courses, and graduation from high school.

The minimum GPA for acceptance is 2.5. Because of the number of students who apply, many CSU campuses have higher standards (supplementary admission criteria) for all applicants. See [Impaction at the CSU](#) to determine if the campus or major you are interested in applying to is impacted and may have higher or additional admission criteria. For more information regarding CSU admissions, please visit:

[Cal State Apply | CSU Admissions](#)

CSU Bakersfield
CSU Channel Islands
Chico State
CSU Dominguez Hills
Cal State East Bay
Fresno State
Cal State Fullerton
Cal Poly Humboldt

Cal State Long Beach
Cal State LA
Cal Maritime
CSU Monterey Bay
CSU Northridge
Cal Poly Pomona
Sacramento State
Cal State San Bernardino

San Diego State
San Francisco State
San Jose State
Cal Poly San Luis Obispo
CSU San Marcos
Sonoma State
Stanislaus State

PRIVATE COLLEGES/OUT OF STATE PUBLIC SCHOOLS/UNIVERSITIES ABROAD

As of 2023, there were over 5,000 colleges and universities in the United States. While most private colleges and out-of-state public schools expect students to satisfy a similar course of study as the University of California A-G requirements, students must confirm the individual admissions requirements for schools they plan to apply to outside of the UC/CSU system.

UC/CSU APPROVED A-G COURSES

PACIFIC GROVE HIGH SCHOOL A-G COURSE LIST

Area A: History/Social Science

World Geography
 World History
 U.S. History
 Government
 AP World History ★
 AP U.S. History ★
 AP Government ★

Area B: English

English 1
 English 2
 English 3
 Honors English 1
 Honors English 2
 Honors English 3 ★
 Expository Reading & Writing (ERWC)
 AP English Language and Composition ★
 AP English Literature & Composition ★

Area C: Mathematics

Integrated Math 1
 Integrated Math 2
 Honors Integrated Math 2
 Integrated Math 3
 Honors Integrated Math 3/Trigonometry
 Pre-Calculus
 Probability and Statistics
 AP Calculus AB ★
 AP Calculus BC ★
 AP Computer Science A ★
 AP Statistics ★

Area D: Science

Biology
 Earth and Space Systems
 Physics
 Marine Science
 Honors Chemistry ★
 Introductory to Anatomy and Physiology
 AP Environmental Science ★
 AP Physics C: Mechanics ★

Area E: Language Other than English

Spanish 1
 Spanish 2
 Spanish 3
 Spanish 4
 AP Spanish Language & Culture ★
 French 1
 French 2
 French 3
 French 4
 AP French Language & Culture ★

Area F: Visual & Performing Arts

2D Art and Design
 Advanced 2D Art and Design
 Honors 2D Portfolio ★
 3D Art and Design
 Advanced 3D Art and Design
 Honors 3D Portfolio ★
 Photography 1
 Drama
 Advanced Drama
 Marching/Concert Band
 String Orchestra
 Jazz Band
 Music Appreciation
 Concert Choir
 Guitar
 Culinary Arts 1
 Culinary Arts 4
 AP 2D Art and Design ★
 AP 3D Art and Design ★
 AP 2D Art and Design: Photography ★

Area G: Elective

Leadership
 Introduction to Computer Science
 Introduction to CAD/Engineering: Robotics
 Engineering: CNC Manufacturing Robotics
 Honors Engineering: CNC Manufacturing ★
 AP Psychology ★
 Economics
 AVID 9, AVID 10, AVID 11, AVID 12

★UC A-G Honors Course with a weighted GPA

MONTEREY PENINSULA COLLEGE (MPC)

MPC, our local California Community College campus, offers over 100 degree and certificate programs to provide career and technical training and prepare students for transfer to four-year institutions.

California Community Colleges (CCC) are the largest provider of workforce training in the nation, serving more than two million students annually at 116 colleges across the state. Career Education programs are taught by instructors and expert professionals, providing hands-on training while building the comprehensive skill sets needed for success in the jobs of today and well into the future. For more information regarding MPC degree and certificate programs please visit:

[MPC Degrees and Programs](#)

Additionally, MPC offers a **[Transfer Admission Guarantee \(TAG\)](#)** to six of the UC campuses and the **[Degree with a Guarantee](#)** program to assist students with simplified transfers to the CSU campuses. For more information regarding MPC admissions, please visit:

[MPC Admissions](#)

PGHS CCAP DUAL ENROLLMENT CLASSES

Students can enroll in MPC courses at PGHS that have been approved by the College & Career Access Pathway (CCAP) agreement with MPC. These courses provide the opportunity for high school students to earn college credit while attending MPC courses on the PGHS campus. There are no tuition or course fees for our CCAP approved courses.

[Explore PGHS CCAP Dual Enrollment Classes](#)

PGHS CAREER TECHNICAL EDUCATION

Pacific Grove High School’s Career Technical Education (CTE) pathways offer students the ability to earn industry-relevant certifications and obtain college credit from our dual-enrolled Monterey Peninsula College courses. Students who complete a pathway are viewed by UCs, CSUs, and the California Department of Education as being College and Career Ready.

PGHS CTE Pathways

Design & Media Arts: Art	Design & Media Arts: Photography	Engineering Design	Food Service & Hospitality	Software & Support Systems
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[Explore PGHS Career Technical Education](#)

CLASS SCHEDULING

COURSE SELECTION

Students will submit course requests for the following school year each January. Students are encouraged to thoughtfully consider the balance of their course requests to include the number of AP/Honors courses requested, demands of extracurricular activities, and time for family and social activities. The PGHS Master Schedule will be created based on student course requests. Therefore, students who request changes later in the Spring term may not get their preferred schedule.

COURSE LOAD

9th graders are required to enroll in a minimum of seven classes each semester. Students must enroll in the following five core classes: English, history, science, math, physical education, and at least two electives.

10th graders are required to enroll in a minimum of six classes each semester. Students must enroll in the following five core classes: English, history, science, math, and physical education, and at least one elective.

11th graders are required to enroll in a minimum of six classes per semester. Students must enroll in the following two core classes: English and history, and four additional electives. Students who are concurrently enrolled in an MPC course of 3 or more credits may take five PGHS classes as long as they provide confirmation of community college class registration.

12th graders are required to enroll in a minimum of five classes per semester. Students must enroll in the following core classes: English, Government/Economics, and three electives. Students who are concurrently enrolled in an MPC course of 3 or more credits may take four PGHS classes as long as they provide confirmation of community college class registration.

Students who do not enroll in eight classes will have a minimum of one open period. Where the open period(s) fall within a student's schedule will be dependent on the classes in which they are enrolled.

CHANGING, ADDING, OR DROPPING CLASSES:

When students receive their final schedules in August, limited schedule changes can be made. Class schedule changes will be made for the following reasons only:

- A class is needed for graduation
- An assigned class has already been completed
- The student does not have a complete schedule
- To balance class size

Unacceptable reasons for a class change:

- Requesting a different period
- Requesting to be in a class with a friend
- Requesting a different teacher

DROPPED CLASS(ES):

A student who drops a course during the first four weeks of the semester may do so without any entry on his/her permanent record card. A student who drops a course after the first twenty-eight days of the semester shall receive an F grade on his/her permanent record unless otherwise decided by the principal or designee due to extenuating circumstances (**Board Policy #5121**). Please refer to the PGHS Calendar for end-of-quarter dates. Students must consult with their Counselor regarding a drop and obtain a parent/guardian signature on the PGHS Drop Form. Additionally, students may withdraw from a year-long class at the semester with parent/guardian approval.

ONLINE COURSES

If a student chooses to supplement their PGHS coursework with an additional online high school class for elective credit, it is the responsibility of the student to confirm that the online school is accredited and the coursework is UC A-G eligible. Students are required to arrange proctoring of online exams with the educational institution providing the course.

SUMMER SCHOOL CREDITS/CREDIT RECOVERY

PGHS Summer School uses the Edmentum online program as its accredited curriculum for credit recovery.

- Edmentum courses may be used for credit recovery only. Edmentum courses may not be used to take a class for original credit.
- Edmentum grades will be reflected on the PGHS transcript. Students with a failing grade who repeat a course through Edmentum and earn a grade of D- or higher may use their new Edmentum grade to become eligible for sports and/or extra-curricular activities.

COLLEGE CLASSES FOR HIGH SCHOOL CREDIT

- Students can enroll in MPC courses at PGHS that have been approved by the College & Career Access Pathway (CCAP) agreement with MPC. These courses provide the opportunity for high school students to earn college credit while attending MPC courses on the PGHS campus. There are no tuition or course fees for our CCAP approved courses. [Dual Enrollment](#)
- Students may also take MPC Dual Enrollment classes on the MPC campuses or at MPC online. There are no tuition fees for these courses. Students interested in taking an MPC course during the summer or after school should apply online to MPC and complete the Dual Enrollment for Students in Grades 6-12 Form. Please visit the MPC Dual Enrollment page for more information: [Dual Enrollment | Monterey Peninsula College](#)
- All classes worth three or more credits at the college level will be assigned ten high school credits.
- Letter grades are required to receive high school credit or college credit when applying to four-year colleges as a first-time freshman.
- All Dual Enrollment courses are college courses and recorded on the student's permanent college transcript.
- Students must request that MPC send transcripts to the high school in order for the MPC courses to be added to their high school transcripts.
- PGHS adds an additional point to the GPA for Dual Enrollment classes of 3 or more credits with a grade a C- or higher.

INTERSCHOLASTIC SPORTS/ACTIVITIES

We encourage all PGHS students to participate in interscholastic sports and/or extracurricular activities during high school. Students must meet the district and California Interscholastic Federation (CIF) participation eligibility requirements to participate in competition. For an updated list of student clubs, please visit our PGHS website at:

[Pacific Grove High School - Clubs](#)

FALL SPORTS

Cross Country
Football
Girls Golf
Girls Tennis
Girls Volleyball
Water Polo

WINTER SPORTS

Basketball
Soccer
Wrestling

SPRING SPORTS

Baseball
Boys Golf
Boys Tennis
Lacrosse
Softball
Swimming/Diving
Track and Field

EXTRA-CURRICULAR ACTIVITIES

ASB/Student Government
Cheerleading
Choir

Dance Team
Mock Trial
Musical

Play Production
Robotics
Teacher's Assistant (TA)

NCAA APPROVED COURSE LIST

World Geography
World History
U.S. History
Economics
Government
AP Human Geography
AP World History
AP U.S. History
AP Government
AP Psychology
English 1
English 2
English 3
English 4
Honors English 1
Honors English 2
Honors English 3

ERWC
AP English Language
AP English Literature
Integrated Math 1
Integrated Math 2
Honors Integrated Math 2
Integrated Math 3
Honors Integrated Math 3
PreCalculus
Probability and Statistics
AP Statistics
AP Calculus AB
AP Calculus BC
AP Computer Science A
Biology
Earth & Space Systems
Physics

Chemistry
Honors Chemistry
Marine Science
Intro. to Anatomy and Physiology
AP Environmental Science
AP Physics C: Mechanics
Spanish 1
Spanish 2
Spanish 3
Spanish 4
AP Spanish
French 1
French 2
French 3
French 4
AP French

HISTORY/SOCIAL SCIENCE**UC/CSU APPROVED COURSES****A REQUIREMENT**

- Four year-long courses in World Geography, World History, U.S. History, and Government/Economics are required for PGHS graduation.
- To apply to the UC or CSU campuses, two years of college-preparatory history/social science are required, including one year of world history, cultures or historical geography, and one year of U.S. history; or one-half year of U.S. history and one-half year of civics or American government.

Grade 9	World Geography	
Grade 10	World History	AP World History
Grade 11	U.S. History	AP U.S. History
Grade 12	Government/Economics	AP Government/Economics

COURSE	<u>WORLD GEOGRAPHY</u>
FULFILLS	UC/CSU Subject Area A
PREREQUISITE	None
GRADE LEVEL	9
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	World Geography will develop the basic themes of physical, cultural, and political geography while focusing on both domestic and international current events. This course will include an emphasis on location literacy (map study), the forces that shape our world, regional development, national histories, human rights, world economics, and geopolitics. We will study modern times and historical events, all while learning about the people who were and are affected by them both. Academic skills such as communication, collaboration, critical thinking, time management, academic organization, and note-taking will all be a part of this course.

COURSE	<u>WORLD HISTORY</u>
FULFILLS	UC/CSU Subject Area A
PREREQUISITE	None
GRADE LEVEL	10
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This survey course meets the 10 th Grade World History requirement. It will include a selective study of the major political and social developments, and of individuals who played significant roles, in the time period from the mid-1700s up to the present. Units of study include a brief review covering 6 th and 7 th Grade World History, the Enlightenment, the Age of Revolutions, the Industrial Revolution, Nationalism & Imperialism, the First World War and the Russian Revolution, Totalitarianism & World War II, and the Postwar World.

COURSE	<u>AP WORLD HISTORY</u>
FULFILLS	UC/CSU Subject Area A ★
PREREQUISITE	Grade of C- or higher in previous History and English classes Recommended: Grade of A in World Geography or B- or higher in AP Human Geography AND a Grade of A in English 1 or a B- or higher in Honors English 1
GRADE LEVEL	10
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Advanced Placement World History is a college-level course covering the modern period from about 1200 to the present. AP World History is fast-paced, challenging, and requires a very high level of reading and writing skill. Students in AP World History should expect heavy college-level reading assignments and should be prepared to develop and demonstrate in writing analytical skills such as comparison and contrast, change over time, and understanding of primary source documents. Students will prepare for the AP World History examination. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy.
COURSE	<u>UNITED STATES HISTORY</u>
FULFILLS	UC/CSU Subject Area A
PREREQUISITE	None
GRADE LEVEL	11
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This course will examine major turning points in American history in the twentieth century. Understanding that certain themes prevail in modern American history including: the expanding role of the federal government and federal courts; the continuing tension between the individual and the state and between minority rights and majority power; the emergence of a modern corporate economy; the movements toward equal rights for racial minorities and women; and the role of the United States as a major world power. Students will learn to assess historical materials and current events- their relevance to a given problem, their reliability and their importance-and to weigh the evidence and interpretations presented in historical scholarship. This class will have a consistent reading schedule and pace that will cover 20th/21 st Century United States History.

COURSE	<u>AP UNITED STATES HISTORY</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area A ★	
PREREQUISITE	Grade of C- or higher in World History or AP World History Recommended: Grade of A in World History or B- or higher in AP World History	
GRADE LEVEL	11	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	Advanced Placement United States History surveys the period beginning with pre Columbian Native American societies and ending with international affairs and domestic changes in the post 1945 period to modern day. The College Board determines the course content outline. The course is designed to provide a comprehensive overview of United States history and to provide students with the analytical skill and factual knowledge to deal critically with the problems and materials in United States history. The course follows a narrative structure supported by the textbook, primary sources, secondary sources including historiographical essays and a variety of multimedia materials. The course focuses on the development of historical thinking skills and an understanding of content learning objectives organized around 8 themes. There will be a summer assignment for this class and this class will have a college level reading pace. Students are expected to take the AP U.S. History exam at the conclusion of the class. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy.	

COURSE	<u>AMERICAN GOVERNMENT</u>
FULFILLS	UC/CSU Subject Area A
PREREQUISITE	None
GRADE LEVEL	12
LENGTH	1 semester
CREDIT	5 credits
DESCRIPTION	Government, a semester-length course, is required for High School graduation. This course is about the American system of government, including functions of government, governmental programs, roles of the citizen, civil rights and liberties, public opinion, comparative political systems, and current events.

COURSE	<u>AP AMERICAN GOVERNMENT AND POLITICS UNITED STATES</u>
FULFILLS	UC/CSU Subject Area A ★
PREREQUISITE	Grade of C- in U.S. History or C- or higher in AP U.S. History
GRADE LEVEL	12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	The goal of this course is to increase understanding of the American political system, its framework, traditions and values, and have each student pass the AP American Government exam. This course is concerned with the nature of the American political system, its development over the past two hundred plus years, and how it works today. We will examine in detail the principle processes and institutions through which the political system functions, as well as some of the public policies which these institutions establish and how these policies are implemented. Economic concepts are woven within the course throughout the year. Students will prepare for the AP Government examination. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy. The second semester does not receive AP credit, however, the AP Government class is a full year commitment.

COURSE [ECONOMICS - See Subject Area G for description](#)

ENGLISH

UC/CSU APPROVED COURSES

B REQUIREMENT

- Four year-long English courses are required for PGHS graduation.
- To apply to the UC or CSU campuses, four years of college-preparatory English composition and literature required, integrating extensive reading, frequent writing, and practice listening and speaking with different audiences.

Grade 9	English 1	Honors English 1
Grade 10	English 2	Honors English 2
Grade 11	English 3	Honors English 3
Grade 11		AP English Language
Grade 12	ERWC Expository Reading & Writing	AP English Literature
Grade 12	Dual Enrollment English 1A	Dual Enrollment English 1B

COURSE **ENGLISH 1**
FULFILLS UC/CSU Subject Area B
PREREQUISITE None
GRADE LEVEL 9
LENGTH 1 year
CREDIT 5 credits per semester
DESCRIPTION English 1 is designed to prepare 9th grade students for admittance to and academic success in a four-year college or university. As such, this course focuses on critical thinking in the areas of reading, writing, and literature, as well as oral academic language and collaborative group work. Students will also learn the proper use of English grammar and diction. Written assignments in the form of literary analysis will be given both inside and outside of class. This class will also cover basic grammar and increase student’s fluency with vocabulary.

COURSE **HONORS ENGLISH 1**
FULFILLS UC/CSU Subject Area B
PREREQUISITE Grade of C- or higher in previous English Class
 Recommended: Grade of B- or higher in previous English class

GRADE LEVEL 9
LENGTH 1 year
CREDIT 5 credits per semester
DESCRIPTION Honors English 1 is designed to meet the needs of ninth grade students planning to take other advanced classes at PGHS and to prepare students for university level work. This demanding and challenging class places emphasis on analytical reading, expository writing, critical thinking, cooperative learning, and in depth interpretation of the four genres of literature: the novel, the play, poetry and short story. Honors English 1 moves at a rapid pace and expects students to work independently to be prepared for class discussions. This course stresses the in-depth development of critical writing and thinking skills, along with the application of grammar and vocabulary skills to their writing.

COURSE	<u>ENGLISH 2</u>
FULFILLS	UC/CSU Subject Area B
PREREQUISITE	None
GRADE LEVEL	10
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	English 2 students will develop skills in understanding literature by reading a variety of novels, both classic and contemporary, developing their ability to analyze literature and make connections to current issues. They will also read nonfiction articles/editorials and speeches from a variety of sources in order to develop their critical reading skills. along with rhetorical analysis writing. These skills will serve as the foundation for learning how to build arguments and to write argumentatively. Written assignments in the form of rhetorical analysis will be given both inside and outside of class. Students in this class will also cover basic grammar and will increase student's fluency with vocabulary.

COURSE	<u>HONORS ENGLISH 2</u>
FULFILLS	UC/CSU Subject Area B
PREREQUISITE	Grade of C- or higher in previous English class Recommended: Grade of B- or higher in Honors English 1 or grade of A- in English 1
GRADE LEVEL	10
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Honors English 2 is a rigorous course designed for advanced, college-bound students. Students will read a variety of complex and challenging nonfiction and literary fiction, developing their ability to analyze a variety of texts and make connections to current issues and historical events. They will also read nonfiction articles/editorials and speeches from a variety of sources in order to develop their critical reading skills. along with rhetorical analysis writing. These skills will serve as the foundation for learning how to build arguments and to write argumentatively. Written assignments in the form of rhetorical analysis will be given both inside and outside of class. Students in this class will also cover basic grammar and will increase student's fluency with vocabulary.

COURSE	<u>ENGLISH 3</u>
FULFILLS	UC/CSU Subject Area B
PREREQUISITE	None
GRADE LEVEL	11
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	English 3 students will develop skills in understanding literature by reading a variety of novels, both classic and contemporary. They will also read non-fiction articles from contemporary news sources, and use these to develop their critical reading skills, informative writing, and argument writing surrounding current issues. This class will require students to practice and develop discussion skills. The class will also cover basic grammar and increase students' fluency with vocabulary.

COURSE	<u>HONORS ENGLISH 3</u>
FULFILLS	UC/CSU Subject Area B ★
GRADE LEVEL	11
LENGTH	1 year
PREREQUISITE	Grade of C- or higher in previous English class Recommended: Grade of B- or higher in Honors English 2 or grade of A- in English
CREDIT	5 credits per semester
DESCRIPTION	Honors English 3 is a rigorous course designed for advanced college-bound students. Students will read a variety of complex and challenging literary fiction, developing their ability to analyze literature and make connections to current issues. They will also read non-fiction ranging from news articles to scientific journal publications, developing critical reading skills, informative and argument writing and collaborative discussion skills. The class will also cover basic grammar and increase students' fluency with vocabulary.
COURSE	<u>AP ENGLISH LANGUAGE</u>
FULFILLS	UC/CSU Subject Area B ★
PREREQUISITE	Grade of C- or higher in previous English class Recommended: Grade of B- or higher in Honors English 2, or grade of A- in English 2
GRADE LEVEL	11
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	The AP English Language course provides students with the opportunity to read rigorous texts from various eras and different genres, analyzing the big ideas of the rhetorical situation, claims and evidence, reasoning and organization, and style. Students use course texts to reach the goal of effective writing and analysis: they will read and annotate texts from a critical perspective in order to craft well-reasoned and supported arguments and analyses of others' arguments. Students will practice and improve their timed-writing skills. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by granting college's AP Policy.
COURSE	<u>AP ENGLISH LITERATURE</u>
FULFILLS	UC/CSU Subject Area B ★
PREREQUISITE	Grade of C- or higher in previous English class Recommended: Grade of B- or higher in Honors English 3 or AP Language Grade of A- or higher in English 3
GRADE LEVEL	12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Advanced Placement English Literature is a college level course offered to highly motivated students who show unusual skill in literature and composition. Over the length of the course students will cultivate their understanding of literature through rich classroom discussion and in depth analysis of various literary texts. This heavily writing based course will prepare students for success in university level work. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy.

COURSE	<u>EXPOSITORY READING AND WRITING 3.0 (ERWC)</u>
FULFILLS	UC/CSU Subject Area B
PREREQUISITE	None
GRADE LEVEL	12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Expository Reading and Writing 3.0 (ERWC) is a rigorous, rhetorically based, full-year college preparatory English course for high school seniors intending to continue their studies in college. The course's modules, which include a wide variety of nonfiction, college-level texts and some literature, emphasize the in-depth study of analytical and argumentative reading and writing. Mentor-texts are read independently in order to foster rich classroom discussion, and serve as models for writing that moves beyond the traditional five-paragraph essay. Students will analyze the interplay of rhetorical devices, vocabulary, and grammar in rich, diverse texts, and then use these same elements in their own expository and persuasive writing.

COURSE	<u>ENGLISH LANGUAGE DEVELOPMENT (ELD)</u>
FULFILLS	UC/CSU Subject Area B (For no more than 1 year)
PREREQUISITE	Non-native speaker of English <u>and</u> overall score of 1-3 on ELPAC (English Language Proficiency Assessments for California)
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	ELD is an instructional program for students who are developing proficiency in English. The four domains of language (speaking, listening, reading, and writing) are taught with a focus on academic uses. Students learn to use English effectively in both social and academic settings. Successful completion: Students will progress through the proficiency levels until they meet criteria for re-designation.

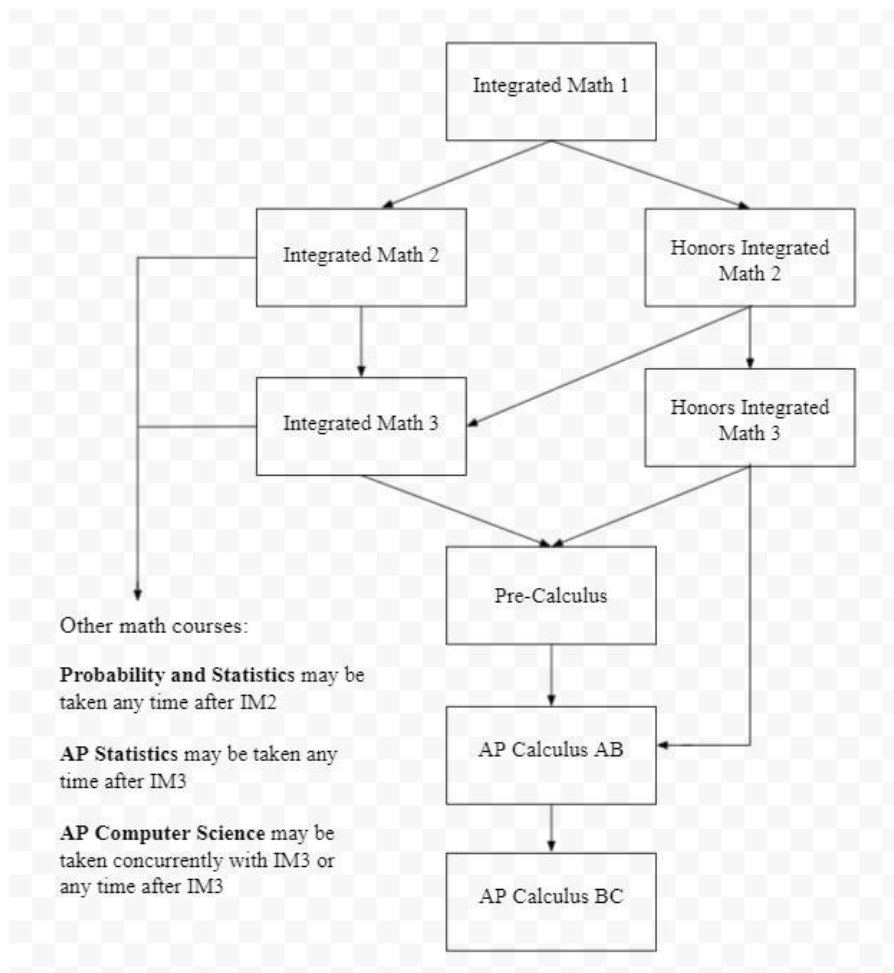
MATHEMATICS

UC/CSU APPROVED COURSES

C REQUIREMENT

- Two years of mathematics, which must include Integrated Math 2 or an equivalent course, are required for PGHS graduation.
- To apply to the UC or CSU campuses, three years of college-preparatory mathematics are required (four years are strongly recommended).

MATHEMATICS COURSE OFFERINGS & PATHWAYS



Online courses in mathematics at any level are generally discouraged. Because PGHS math courses are integrated, Monterey Peninsula College (MPC) and online courses of traditional Algebra 1 and Geometry are not equivalent subject content to the PGHS mathematics curriculum.

COURSE	<u>INTEGRATED MATH 1</u>
FULFILLS	UC/CSU Subject Area C
PREREQUISITE	None
GRADE LEVEL	9, 10, 11
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Addressing both the Mathematical Practices and Content Standards associated with the High School Common Core, Integrated Math I focuses on exploring, discussing, and understanding the concepts of: <ol style="list-style-type: none"> 1. Systems of Equations and Inequalities 2. Arithmetic and Geometric Sequences 3. Linear and Exponential Functions 4. Features of Functions 5. Congruency, Constructions, and Proofs 6. Connecting Algebra and Geometry 7. Modeling Data

COURSE	<u>INTEGRATED MATH 2</u>
FULFILLS	UC/CSU Subject Area C
PREREQUISITE	Grade of D- or higher in Integrated Math 1
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Addressing both the Mathematical Practices and Content Standards associated with the High School Common Core, Integrated Math 2 focuses on exploring, discussing, and understanding the concepts of: <ol style="list-style-type: none"> 1. Quadratics Functions 2. Structures of Expressions 3. Quadratic Equations 4. Absolute Value and Exponential Functions 5. Geometric Figures 6. Similarity and Right Triangle Trigonometry 7. Circles from a Geometric Perspective 8. Probability

COURSE	<u>PROBABILITY AND STATISTICS</u>
FULFILLS	UC/CSU Subject Area C
PREREQUISITE	Grade of D- or higher in Integrated Math 2
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Probability and Statistics introduces students to the major concepts and tools for collecting, analyzing, and drawing conclusions from data. The course exposes students to four broad conceptual themes: (1) graphing and analyzing data, (2) designing a survey or experimental study, (3) finding probabilities through mathematics as well as through simulations, and (4) making appropriate inferences from data.

COURSE	<u>HONORS INTEGRATED MATH 2</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area C	
PREREQUISITE	Grade of C- or higher in Integrated Math 1 Recommended: Grade of A in Integrated Math 1	
GRADE LEVEL	9, 10, 11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	<p>Honors Integrated Math 2 continues the study of geometry and algebra, though at a much faster pace and with more rigor than Integrated Math 2. Addressing both the Mathematical Practices and Content Standards associated with the High School Common Core, Honors Integrated Math 2 focuses on exploring, discussing, and understanding the concepts of:</p> <ol style="list-style-type: none"> 1. Quadratics Functions 2. Structures of Expressions 3. Quadratic Equations 4. Absolute Value and Exponential Functions 5. Geometric Figures, including triangle congruence and similarity 6. Similarity and Right Triangle Trigonometry 7. Circles from a Geometric Perspective 8. Probability 9. Linear and Quadratic Functions and their Transformations 10. Polynomial Functions 	

COURSE	<u>INTEGRATED MATH 3</u>
FULFILLS	UC/CSU Subject Area C
PREREQUISITE	Grade of C- or higher in Integrated Math 2 Recommended: B- or higher in Integrated Math 2
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	<p>Addressing both the Mathematical Practices and Content standards associated with the High School Common Core, Integrated Math 2 focuses on exploring, discussing, and understanding the concepts of:</p> <ol style="list-style-type: none"> 1. Functions and their Inverses 2. Logarithmic Functions 3. Polynomial Functions 4. Rational Expressions and Functions 5. Modeling with Geometry 6. Trigonometric Functions 7. Sequences and Series 8. Modeling with Functions 9. Statistics 10. Transformations of Functions

COURSE	<u>HONORS INTEGRATED MATH 3/TRIGONOMETRY</u> INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area C
PREREQUISITE	Grade of C- or higher in Honors Integrated Math 2 Recommended: Grade of B or higher in Honors Integrated Math 2
GRADE LEVEL	9, 10, 11
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Honors Integrated Math continues the study of algebra as well as trigonometry. This course moves at a much faster pace and with more rigor than the Integrated Math 3 course. Addressing both the Mathematical Practices and Content Standards associated with the High School Common Core, Honors Integrated Math 3 focuses on exploring, discussing, and understanding the concepts of: <ol style="list-style-type: none"> 1. Geometric Modeling 2. Linear and Quadratic Functions 3. Polynomial Functions 4. Rational Exponents and Radical Functions 5. Exponential and Logarithmic Functions 6. Rational Functions 7. Sequences and Series 8. Trigonometric Ratios and Functions 9. Trigonometric Identities and Formulas 10. Data Analysis and Statistics 11. Probability 12. Limits and Continuity

COURSE	<u>PRE-CALCULUS</u>
FULFILLS	UC/CSU Subject Area C
PREREQUISITE	Grade of C- or higher in Honors Integrated Math 3/Trigonometry or Integrated Math 3
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This course covers advanced topics in functions, trigonometry, conic sections, sequences and series, polar coordinate systems, and parametric equations. A scientific calculator is required. A graphing calculator is recommended. The appropriate calculator will be provided upon student request.

COURSE	<u>AP CALCULUS AB</u>
FULFILLS	UC/CSU Subject Area C ★
PREREQUISITE	Grade of C- or higher in Pre-Calculus Recommended: B or higher in Honors Integrated Math 3
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	AP Calculus AB is roughly equivalent to a first semester college calculus course devoted to topics in differential and integral calculus. This course is a college level introductory calculus course designed to enable the student to pass the Advanced Placement Calculus AB exam. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy. An AP graphing calculator is required. The appropriate calculator will be provided upon student request. Juniors enrolling in this course are encouraged to take a fourth year of mathematics to meet the UC A-G course recommendations.

COURSE	<u>AP CALCULUS BC</u>
FULFILLS	UC/CSU Subject Area C ★
PREREQUISITE	Grade of C- or higher in Calculus AB
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits
DESCRIPTION	This course extends the content learned in Calculus AB to different types of equations (polar, parametric, vector-valued) and new topics (such as Euler's method, integration by parts, partial fraction decomposition, improper integrals, and sequences and series) in the second semester. Our most rigorous course, AP Calculus BC is the equivalent of a second semester of college calculus. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy. An AP graphing calculator is required. The appropriate calculator will be provided upon student request.

COURSE	<u>AP STATISTICS</u>
FULFILLS	UC/CSU Subject Area C ★
PREREQUISITE	Grade of B- or better in Probability and Statistics. Recommend: Grade of A- or better in Probability and Statistics
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	AP Statistics is the equivalent of a one semester, college-level introductory statistics class. The purpose of the class is to introduce students to the basic ideas and skills for collecting, analyzing and drawing conclusions from data. Students should leave the course not only able to interpret and analyze the many statistics they will encounter on a daily basis, but also evaluate the integrity of their use. The course exposes students to four broad conceptual themes: (1) exploring data –observing patterns and departures from patterns, (2) planning a study – deciding what and how to measure, (3) anticipating patterns – producing probability and simulation, and (4) statistical inference – confirming models. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy.

COURSE	<u>AP COMPUTER SCIENCE A</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area C ★	
PREREQUISITE	Grade of C- or higher in Integrated Math 2 with concurrent enrollment in Integrated Math 3 Recommended: Grade of B or higher in Integrated Math 3 with successful completion of Introduction to Computer Science, or a grade of B+ or higher in Honors Integrated Math 3	
GRADE LEVEL	10, 11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	AP Computer Science A is the equivalent of an introductory, one semester, college level programming course. The course emphasizes programming methodology with a focus on problem solving and algorithm development using the Java programming language. Specific topics include object-oriented design, program design and implementation, algorithm analysis, and standard data structures. Students will tackle long-term, large scale computer programming problems and are expected to take the AP Computer Science A exam in May. The second semester of this course will continue the study of the AP material through MPC's dual enrollment course, CSIS 10A. <i>This course will be offered in alternate years: 2024-2025 and 2026-2027.</i>	

COURSE	<u>MATHEMATICS SUPPORT</u>
FULFILLS	High school elective credit
PREREQUISITE	Enrollment in an Integrated Math class
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester High school graduation elective
DESCRIPTION	Mathematics Support is offered to students concurrently enrolled in an Integrated Math course to provide them with additional help. This course reviews basic mathematical concepts, reinforces material currently covered in their math class, and previews additional material to help students succeed. Based on their schedules, students may add Mathematics Support at any time during the school year.

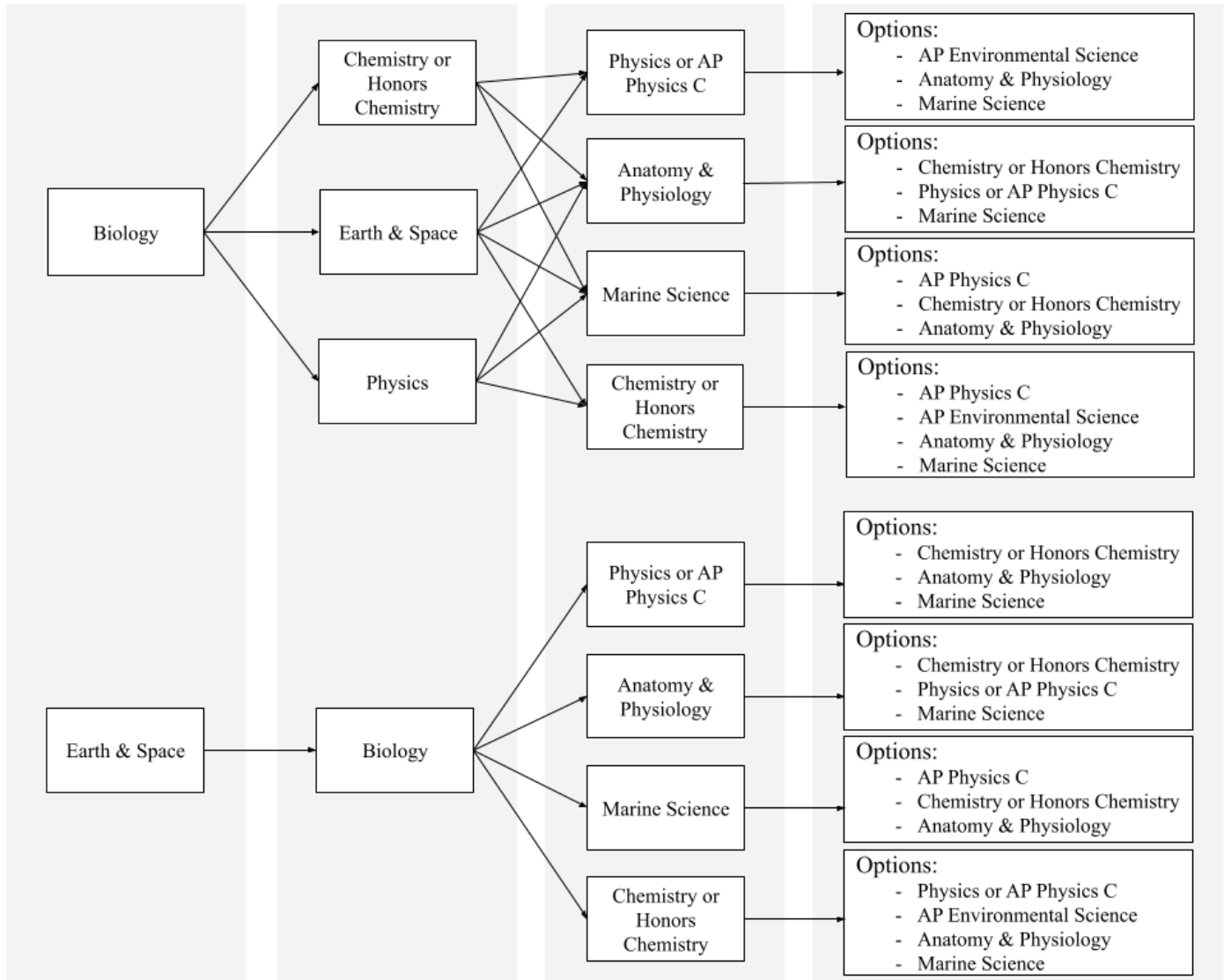
COURSE	<u>MATH TUTORING</u>
PREREQUISITE	Enrollment in any PGHS Math course
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	0 credits per semester
DESCRIPTION	Math Tutoring offers drop-in support throughout the school year for students who wish additional assistance with their math class. Students can get help with homework, assistance with specific material, and additional help preparing for upcoming tests. Based on the school schedule, Integrated Math 1 students may attend tutoring in order to retake a test or quiz. Times and locations for tutoring will be announced at the beginning of the school year.

UC/CSU APPROVED COURSES

D REQUIREMENT

- Two year-long courses, one year of physical science and one year of life science, are required for PGHS graduation.
- To apply to the UC or CSU campuses, two years of college-preparatory science, including fundamental knowledge in two of these three subjects: biology, chemistry, or physics are required (three years are recommended). One year of approved interdisciplinary or earth and space sciences coursework can meet one year of the requirement.

SCIENCE COURSE OFFERINGS & PATHWAYS



COURSE	<u>BIOLOGY</u>
FULFILLS	UC/CSU Subject Area D
PREREQUISITE	None
GRADE LEVEL	9, 10 or teacher recommendation
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Biology is the study of life. This course content will include the study of living organisms, their relationships with each other and their physical environment, and the processes they perform in order to develop, grow, repair, and reproduce. Concepts will be taught using a hands-on approach, through laboratory investigations and field studies. This experiential approach will provide a concrete foundation for understanding fundamental concepts of Biology, such as cell theory, photosynthesis, and cellular respiration, genetics, ecology, and environmental human impact.
COURSE	<u>EARTH & SPACE SYSTEMS</u>
FULFILLS	UC/CSU Subject Area D
PREREQUISITE	None
GRADE LEVEL	9, 10 or teacher recommendation
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Earth and Space Systems is an introductory laboratory science course that is a blend of several different sciences: geology, meteorology, climatology, and astronomy. We will be looking more closely at topics such as plate tectonics, the rock record, geologic time, weather, climate, and astronomy. Earth and Space Systems fulfills the PGHS physical science high school graduation requirement.
COURSE	<u>PHYSICS 1</u>
FULFILLS	UC/CSU Subject Area D
PREREQUISITE	Grade of C- or higher in Integrated Math 1
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	The first semester of Physics is a study of motion and its mathematical description, energy, and work. The second semester is a study of light, waves, electricity and magnetism. Physics fulfills the PGHS physical science high school graduation requirement.
COURSE	<u>CHEMISTRY</u>
FULFILLS	UC/CSU Subject Area D
PREREQUISITE	Completion of or concurrent enrollment in Integrated Math 2
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	The Chemistry course is designed to explore the chemistry of real-world environmental problems through research, experimentation, and discourse. The course will assess possible alternatives that lessen the level of human impact on natural systems. The first semester develops the general principles of energy and matter in the Earth System. The second semester focuses on chemical reactions and equilibrium in the Earth's atmosphere, as well as the influence of human activity on the natural world.

COURSE	<u>MARINE SCIENCE</u>
FULFILLS	UC/CSU Subject Area D
PREREQUISITE	Grade of C- or higher in Biology Grade of C- or higher Physical Science
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This course studies physical oceanography, marine ecology, marine organisms, the evolution of marine species, and marine flora and fauna. In addition to familiarizing students with the features of the marine environment which is an integral part of the Monterey Bay, this course helps to acquaint students with the ecology of other marine ecosystems, and occupational opportunities present in the field of marine biology and oceanography. Dissection of marine organisms, field research, and scientific reporting are all part of the laboratory experience. Students investigate the structure, function, behavior, adaptations, and classification of a variety of plant and animal species that live in the marine environment. Students learn how energy flows and matter cycles through the Earth's ocean system and they investigate the impact of humans.

COURSE	<u>HONORS CHEMISTRY 1</u>
FULFILLS	UC/CSU Subject Area D ★
PREREQUISITE	Completion of or concurrent enrollment in Integrated Math 3
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	The Honors Chemistry course is designed to provide the advanced science student with an opportunity to learn chemistry at a higher level and at a faster pace, providing a more in-depth coverage of the topics. The course offers an opportunity for enrichment through the use of advanced math concepts and laboratory work. The first semester develops the general principles involved in solutions and chemical reactions while exploring the hydrologic cycle and the Earth's lithosphere. The second semester expands on energy in chemical reactions, the nature of gasses, acid-base chemistry, and atomic theory in conjunction with the human impacts associated with industrial processes.

COURSE	<u>INTRODUCTORY TO ANATOMY AND PHYSIOLOGY</u>
FULFILLS	UC/CSU Subject Area D
PREREQUISITE	Grade of C- or higher in Biology
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Anatomy and Physiology is the study of the structures and functions of the human body. The course explores the principles of Biology, Chemistry, and Physics in body homeostasis and disease. The course progresses from anatomical terminology and organization through basic Chemistry and the eleven body systems. Labs include dissection of sheep brains, eyes, and hearts, as well as fetal pigs. Simple experiments, demonstrations, and model building will help students construct a foundation of knowledge in microscopic and macroscopic Anatomy and Physiology.

COURSE	<u>AP PHYSICS C: MECHANICS</u>
FULFILLS	UC/CSU Subject Area D ★
PREREQUISITE	Completion of or concurrent enrollment in Calculus AB or BC
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This course prepares students to take the Advanced Placement Physics C test in mechanics and is the equivalent of a typical first semester college course in physics. Mechanics is the branch of physics that is concerned with quantifying the motion of bodies. Topics include kinematics, Newton's laws of motion, work/energy/power, conservation laws (energy/momentum/angular momentum), circular motion and rotation, oscillations, and gravitation. The lab component of the class builds on experiments done in regular physics with emphasis placed on using computers to model and simulate physical systems. Students will use electronic sensors and data analysis programs to explore relationships among physical quantities. The topic of mechanics will be covered in much greater depth and with a higher level of mathematical sophistication than in the regular physics course. Prospective students should be comfortable with using mathematics to solve problems. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy.

COURSE	<u>AP ENVIRONMENTAL SCIENCE</u>
FULFILLS	UC/CSU Subject Area D ★
PREREQUISITE	Grade of C- or higher in Biology Grade of C- or higher in Physics, AP Physics or Earth & Space Systems Grade of C- or higher in Chemistry Recommended: Honors Chemistry, Grade of B or higher in Biology
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This course is designed to prepare students to take the Advanced Placement Environmental Science test and is a rigorous science course that is the equivalent of a one-semester, introductory college course in environmental science. Topics will draw together geology, biology, chemistry, and marine science subject matter. Long-term field study projects will be set up at the beginning of each school year. Students will be expected to take an active role in designing and maintaining these investigations, as well as maintaining a detailed and organized data collection system throughout the year. The emphasis of the course will be data collection, statistical analysis of data sets, understanding inter-relationships in the natural world, identifying and analyzing environmental problems, both natural and anthropogenic, evaluating risks associated with these problems, and possible solutions. Students taking the course should have a firm understanding of mathematics because of the analytical nature of the course, and a solid background of both physical and life sciences. Junior or senior class standing mandatory. Students who take the national Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college's AP Policy.

LANGUAGES OTHER THAN ENGLISH (LOTE)

UC/CSU APPROVED COURSES

E REQUIREMENT

- One year of a Language other Than English (LOTE) **OR** a Visual or Performing Art (Fine Art) are required for PGHS graduation.
- Two years of college-preparatory coursework required (or through the second level of high school instruction) of the same language other than English (three years are recommended). Language levels are defined by the number of years of high school instruction (e.g., LOTE 1= 1 year; LOTE 2 = 2 years, etc.).

COURSE	<u>SPANISH 1</u>
FULFILLS	UC/CSU Subject Area E
PREREQUISITE	None
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	The foundational course uses communicative activities, music, games, and story-based instruction to achieve novice-mid/high fluency in all four basic language skills: listening, speaking, reading and writing. Students will be immersed in the target language through a comprehensible approach to language learning. Authentic language and cultural sources will be integrated through storytelling, music, dance, conversations, hands-on projects, and the use of technology. Students will enjoy interactive and interpersonal instruction for purposes of communication in Spanish. By the end of this course, students will be able to communicate effectively in beginning conversations regarding family, hobbies, and interests. Students will be able to communicate in complete sentences and short paragraphs regarding familiar topics.

COURSE	<u>SPANISH 2</u>
FULFILLS	UC/CSU Subject Area E
PREREQUISITE	Grade of C- or higher in Spanish 1
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This is an intermediate course which provides continued development and practice of the basic language skills: listening, speaking, reading and writing. More advanced grammatical structures are introduced organically through comprehensible input, games, reading, and communicative activities. Students practice listening skills by watching fotonovelas, monthly news and cultural updates. Students will practice speaking through dialogues, role plays, partner chats and other conversational activities. Students will explore the Hispanic world through cultural projects on food, dance and traditions.

COURSE	<u>SPANISH 3</u>
FULFILLS	UC/CSU Subject Area E
PREREQUISITE	Grade of C- or higher in Spanish 2 Recommended: Grade of B- or higher in Spanish 2
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Emphasis is on the further development of listening, speaking, reading and writing skills. Communicative and project-based activities are used to learn more advanced vocabulary and grammar. Students practice speaking in a variety of contexts such as oral reports, dialogues and group discussions. More academic vocabulary is presented related to topics such as personal relationships, family life, media, the environment, and technology, along with the exploration of Spanish-speaking countries. The course also includes the viewing and discussion of Spanish-language short films.

COURSE	<u>SPANISH 4</u>
FULFILLS	UC/CSU Subject Area E
PREREQUISITE	Grade of C- or higher in Spanish 3 Recommended: Grade of B- or higher in Spanish 3
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This is an advanced, pre-AP, college level immersion course that uses authentic language and cultural sources to strengthen students' functional and working fluency in Spanish. Language expressed through interpersonal, presentational, and interpretive modes of communication shall focus on thematic units related to AP based themes. Reading selections derive from authentic sources and literatures from the Spanish-speaking world. Emphasis is placed on communicating on complex writing and speaking scenarios. A wide array of cultural sources are integrated into the course, which include songs, dance, articles, websites, interviews, projects, and conversational recordings. Students will be able to communicate complex ideas with advanced college level vocabulary. By the end of the course, students shall be able to engage in complex oral dialogues based on thematic ideas, write an edited five paragraph persuasive essay in Spanish and participate in 2-3 minute oral cultural comparisons.

COURSE
FULFILLS
PREREQUISITE

AP SPANISH LANGUAGE AND CULTURE

INFORMATION/DISCUSSION D

UC/CSU Subject Area E ★
Grade of C- in Spanish 3
Recommended: Grade of B- or higher in Spanish 3

GRADE LEVEL
LENGTH
CREDIT
DESCRIPTION

9, 10, 11, 12
1 year
5 credits per semester
This weighted, advanced, college level immersion course uses authentic language and cultural sources to develop students' fluency through communication in the target language. Language expressed through interpersonal, presentational, and interpretive modes of communication shall focus on six thematic based units: Families and Communities, Science and Technology, Contemporary Life, Personal and Public Identities, Global Challenges and Beauty and Aesthetics. Emphasis is placed on expository essay writing, oral presentations, cultural comparisons, and reading selections from the Spanish-speaking world. Students prepare and take the AP Spanish Language and Culture examination in May. By the end of this course, students shall be able to demonstrate fluency in Spanish by earning a passing score on the AP Spanish Language and Culture exam.

COURSE
FULFILLS
PREREQUISITE
GRADE LEVEL
LENGTH
CREDIT
DESCRIPTION

FRENCH 1

UC/CSU Subject Area E
None

9, 10, 11, 12

1 year

5 credits per semester

This class is an introduction to the French language and culture throughout the large francophone world. Students are introduced to a variety of topics through strategies and kinesthetic activities which help them remove their intrinsic barriers. Learning a new language is intimidating but if expressed through cooking, dancing, singing, story-telling, and playing, students become naturally inclined to exercise the language effortlessly and organically. We celebrate many French holidays and visit the local French Bakery to practice food items. Students watch their favorite TV show to follow our mascot's escapades throughout Quebec while enjoying our end-of-the-week "Bon Appetit" snack ritual. Students dress up for a French fashion show at the end of the year after learning about clothing.

COURSE
FULFILLS
PREREQUISITE
GRADE LEVEL
LENGTH
CREDIT
DESCRIPTION

FRENCH 2

UC/CSU Subject Area E

Grade of C- or higher in French 1

9, 10, 11, 12

1 year

5 credits per semester

Let's continue our French adventures together by being immersed in the language and the culture. Students will expand their speaking, reading, and writing skills and unfold their knowledge. Students will continue to learn organically through playful games and stories in a comprehensible way and will develop more elaborate skits and plays. The activities are student-driven with dramatization, drawing, improvisation, interviews, and cultural and culinary projects. Our stories will be longer and more interesting than in French 1. We will continue our cooking contest, do our field trips to the Bakery and we will enjoy watching our new French series while savoring our Friday Bon appétit!

COURSE	<u>FRENCH 3</u>
FULFILLS	UC/CSU Subject Area E
PREREQUISITE	Grade of C- or higher in French 2 Recommended: Grade of B- or higher in French 2
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	“Knowing a foreign language opens windows to the world”. You will come to realize that speaking another language brings you closer to people globally and in your own community. Join this class to continue to develop your skills and empower yourself with new speaking tools. We will have a special time focusing on French film analysis, reading and writing, while continuing to maintain our fun around games, stories and plays. Field trips, food and French music will be at the Rendez Vous!
COURSE	<u>FRENCH 4</u>
FULFILLS	UC/CSU Subject Area E
PREREQUISITE	Grade of C- or higher in French 3 Recommended: Grade of B- or higher in French 3
GRADE LEVEL	9,10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This level 4 is a course designed for students who are passionate about the French language and culture and who are determined to unleash their skills audaciously and without fear of making mistakes. Making mistakes is indispensable in making progress. Be fearless and display your confidence in more advanced conversation. Rich materials and more complex grammar will strengthen your skills and you will reach new levels of fluency on various topics. Become the French speaker you want to be with joy and panache!
COURSE	<u>AP FRENCH LANGUAGE AND CULTURE</u>
FULFILLS	UC/CSU Subject Area E ★
PREREQUISITE	Grade of C- in French 3 Recommended: Grade of B- or higher in French 3
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	AP French is a college-level course designed for highly motivated students who desire to become proficient communicators of French and prepare for the AP French Language and Culture Exam. Advanced grammar topics will be covered, incorporating high-interest historical topics. More advanced reading and writing will be required. Students will need to work autonomously at all times in and outside of the class to strengthen their abilities. The cultural emphasis will be on francophone countries. Advanced Placement Exam in May can potentially earn college credit with a qualifying AP test score as determined by the granting college’s AP Policy.

VISUAL AND PERFORMING ARTS INFORMATION AND DISCUSSION D

UC/CSU APPROVED COURSES

F REQUIREMENT

- One year of a Visual & Performing Art (Fine Art) **OR** Language other Than English (LOTE) are required for PGHS graduation.
- One year of college-preparatory visual & performing arts (VAPA) required, chosen from one of the following disciplines: dance, music, theater, visual arts (e.g., painting, web/graphic design, film/video, inter/multimedia arts), or interdisciplinary arts.

ART COURSES

2D ART AND DESIGN

FULFILLS UC/CSU Subject Area F
 CTE Art Pathway: Introductory Level: 1st Year

PREREQUISITE None

GRADE LEVEL 9, 10, 11, 12

LENGTH 1 year

CREDIT 5 credits per semester

DESCRIPTION 2D Art and Design is designed for students who have been afraid of art and those who feel comfortable making art. Basic skills are taught in addition to a variety of art techniques. Emphasis is placed on introductory units on designing with graphite, colored pencil, color mixing, collaging, printmaking and general 2D design concepts. Students will learn the fundamental Elements of Art and Principles of Design.

ADVANCED 2D ART AND DESIGN

FULFILLS UC/CSU Subject Area F
 Concentrator Level: 2nd Year Course

PREREQUISITE Grade of C- or better in 2D Art and Design

GRADE LEVEL 9, 10, 11, 12

LENGTH 1 year

CREDIT 5 credits per semester

DESCRIPTION Student who discovered their interest in 2D Design may continue building these skills by joining Advanced 2D Art and Design. Students in this course work in a more independent manner to build their portfolio while continuing the development of their artistic expression of the principles of design. Students who wish to expand their personal style and skills before taking AP 2D Art & Design should consider taking this course.

COURSE	<u>HONORS 2D PORTFOLIO</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area F ★ CTE Art Pathway: 3rd Year Capstone Course	
PREREQUISITE	Grade of C- or better in Adv 2D Art and Design	
GRADE LEVEL	11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	This is a college level course for students who have already discovered their interest and talents in 2D Art & Design. Honors Portfolio 2D Art & Design students are expected to document their artistic process within their sketchbooks and by photographing the development of their art making. Most projects will be due every 3 weeks and all students present the process of their art making to the class. This course encourages and fosters a student's independent artistic voice while developing a college level portfolio. Students interested in taking AP 2D Art & Design should take this course first because students will need 2 years to complete the requirements before submitting an AP 2D Art & Design portfolio to the College Board.	

COURSE	<u>AP 2D ART AND DESIGN</u>	
FULFILLS	UC/CSU Subject Area F ★ CTE Art Pathway: 3rd Year Capstone Course	
PREREQUISITE	Grade of C- or better in Concentrator 2nd Year	
GRADE LEVEL	11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	This is a college level course for the highly motivated student who intends to submit an AP 2D Art & Design portfolio to the College Board. This course allows students to continue the work begun in Honors Portfolio 2D Art & Design. Most projects will be due every 3 weeks and all students present the process of their art making to the class. This course encourages and fosters a student's independent artistic voice while developing a college level portfolio. Experimentation of materials, revision of previous work and exploration of thematically related works will be required. In addition to submitting to the College Board, students will also participate in a capstone exhibition at the PG Art Center the first week of May.	

COURSE	<u>3D ART AND DESIGN</u>	
FULFILLS	UC/CSU Subject Area F CTE Art Pathway: Introductory Level: 1 st Year	
PREREQUISITE	None	
GRADE LEVEL	9, 10, 11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	Students will have the opportunity to develop their 3D skills. Students will work with clay, hand building projects including making pinch pots, coil vases, sculpture and designing mugs and clay boxes. Students will also have the opportunity to learn how to throw on the pottery wheel making plates, bowls, and mugs. Various glazing techniques will be explored to finish pottery for personal or commercial use.	

COURSE	<u>ADVANCED 3D ART AND DESIGN</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area F Concentrator Level: 2 nd Year Course	
PREREQUISITE	Grade of C- or better in 3D Design	
GRADE LEVEL	9, 10, 11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	Student who discovered their interest in 3D Design may continue building these skills by joining Advanced 3D Design. Students in this course work in a more independent manner to build their portfolio while continuing the development of their artistic expression of the principles of design. Students who wish to expand their personal style and skills before taking 3D Art & Design should consider taking this course.	

COURSE	<u>HONORS 3D PORTFOLIO</u>
FULFILLS	UC/CSU Subject Area F ★ Concentrator Level: 3rd Year Capstone Course
PREREQUISITE	Grade of C- or better in Adv 3D Art and Design
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This is a college level course for students who have already discovered their interest and talents in 3D Art & Design. Honors Portfolio 3D Art & Design students are expected to document their artistic process within their sketchbooks and by photographing the development of their art making. Most projects will be due every 3 weeks and all students present the process of their art making to the class. This course encourages and fosters a student's independent artistic voice while developing a college level portfolio. Students interested in taking AP 3D Art & Design should take this course first because students will need 2 years to complete the requirements before submitting an AP 3D Art & Design portfolio to the College Board.

COURSE	<u>AP 3D ART & DESIGN</u>
FULFILLS	UC/CSU Subject Area F ★ CTE Art Pathway: Capstone Level: 3 rd Year Course
PREREQUISITE	Grade of C- or better in Concentrator 2 nd Year Course Submission of six pieces of artwork and teacher approval
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This is a college level course for the highly motivated student who intends to submit an AP 3D Art & Design portfolio to the College Board. This course allows students to continue the work begun in Honors Portfolio 3D Art & Design. Most projects will be due every 3 weeks and all students present the process of their art making to the class. This course encourages and fosters a student's independent artistic voice while developing a college level portfolio. Experimentation of materials, revision of previous work and exploration of thematically related works will be required. In addition to submitting to the College Board, students will also participate in a capstone exhibition at the PG Art Center the first week of May.

COURSE **STRING ORCHESTRA**
FULFILLS UC/CSU Subject Area F
PREREQUISITE Participation in MS advanced or HS orchestra during the past 12 months
GRADE LEVEL 9, 10, 11, 12
LENGTH 1 year
CREDIT 5 credits per semester
DESCRIPTION Students will explore music for string instruments through study, rehearsal, and performance of a diverse repertoire of musical styles from late Renaissance to the modern era. Strong emphasis is made in rehearsals regarding musicianship and expression, proper technique, and music theory. Students will perform several concerts throughout the school year and will be encouraged to audition and participate in several regional and state honor orchestras. College credit may be earned pending approval from Monterey Peninsula College.

COURSE **CONCERT BAND/ MARCHING BAND**
FULFILLS UC/CSU Subject Area F
PREREQUISITE Participation in MS advanced or HS band during the past 12 months
Teacher Approval
GRADE 9, 10, 11, 12
LENGTH 1 year
CREDIT 5 credits per semester
DESCRIPTION Students will explore music through study, rehearsal, and performance of a diverse repertoire of musical styles, including marches, pep band material, and formal repertoire for symphonic band in the spring semester. Strong emphasis is made in rehearsal regarding musicianship and expression, proper technique, and balance across the band. The band will participate in band reviews, parades, football games, rallies and concerts.

COURSE **GUITAR**
FULFILLS UC/CSU Subject Area F
PREREQUISITE None
GRADE 9, 10, 11, 12
LENGTH 1 year
CREDIT 5 credits per semester
DESCRIPTION This course is designed for students with no previous guitar experience. Students will learn to play the guitar at a beginning level and will practice many of the different styles, skills and techniques required to become a successful guitarist. Areas of concentration include note reading, aural skills, basic music theory, rhythmic patterns, chord study, finger picking styles, musical forms, improvisation and performing experiences. There is also a songwriting and arranging component in the spring semester. College credit may be earned pending approval from Monterey Peninsula College.

COURSE	<u>MUSIC APPRECIATION</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area F	
PREREQUISITE	None	
GRADE	9, 10, 11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	Students will learn about elements of music and the development of musical style from the medieval period to the present day. Through guided listening, reading, and classroom activities students will gain an understanding of their own favorite music and an appreciation of a wide variety of styles.	

COURSE	<u>JAZZ BAND</u>
FULFILLS	UC/CSU Subject Area F
PREREQUISITE	Students in Jazz Band must be enrolled in Marching/Concert Band. Audition or permission from the instructor is required. Students must be at the intermediate level on their instrument.
GRADE	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Jazz Band is based on the traditional big band instruments: alto, tenor and bari sax, trumpet, trombone and rhythm section. Students will rehearse and perform big band literature, work in smaller combos, and learn about improvisation and jazz theory. Emphasis is made in rehearsal on style, expression, musicianship, and jazz theory for improvisation. The band will have mandatory performances and competitions throughout the year.

PHOTOGRAPHY COURSES

COURSE	<u>PHOTOGRAPHY 1</u>
FULFILLS	UC/CSU Subject Area F
PREREQUISITE	CTE Photography Pathway: Introduction Level: 1 st Year Course
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This course is an introductory level class appropriate for any student curious about producing photographic images with both fine art and commercial applications. This course will cover the operation of a traditional manual 35mm SLR camera, exposure, composition, and basic lighting. Students will learn basic darkroom skills including developing film, enlarging negatives, and different printing techniques. Students will learn basic skills for operating a DSLR camera and will be exposed to Adobe Photoshop editing techniques and digital printing. Students will be exposed to different aspects of photography including: landscape, portrait, and narrative. We will also be learning about the elements of design for creating artistic compositions. Students will learn how to evaluate and analyze their own work as well as learn how to look at and discuss other people's work. A 35mm film SLR camera that can be operated manually is required. A DSLR camera is recommended. Cameras will be provided upon student request.

COURSE	<u>AP 2D ART & DESIGN:PHOTOGRAPHY</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area F★ CTE Photography Pathway: Capstone Level 3	
PREREQUISITE	Grade of C- or higher in Photography 2	
GRADE LEVEL	11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	2D Art & Design/Photography is intended for the advanced photography student who wishes to create a 24-piece portfolio of independently produced work. This course is especially suited for students wishing to pursue AP 2D Art & Design with a photography emphasis. Students will work independently as well as collaboratively to exceed their present skills both in the darkroom and with Adobe Photoshop. Emphasis will be on editing and sequencing of work. Students will have the opportunity to create a portfolio and submit it for consideration of the Weston Scholarship Portfolio Competition. Students may elect to submit their portfolio to the National Advanced Placement College Board in early May for a chance to earn college credit. Students may also find a photography internship as part of the class. AP 2D Art & Design should be taken by students with exceptional motivation and interest in photography. A 35mm film SLR camera that can be operated manually is required. A DSLR camera is recommended. Cameras will be provided upon student request.	

DRAMA COURSES

COURSE	<u>DRAMA</u>
FULFILLS	UC/CSU Subject Area F
PREREQUISITE	None
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Drama is a participation course. Students are required to perform before the class audience in a variety of roles: monologues, skits, improvisations, pantomimes, duets, and scenes. This class will cover basic acting skills and basic technical skills (light board, sound board, set construction, etc.). The emphasis will be on changing the student from a passive, accepting viewer into an active critical audience and actor. Written work is expected of the student on a regular basis.

COURSE	<u>ADVANCED DRAMA</u>
FULFILLS	UC/CSU Subject Area F
PREREQUISITE	Grade of C- or higher in Drama
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Advanced Drama is a course offered to returning Drama students that focuses on themes in directing, stagecraft, and complex theater production. Students will develop more sophisticated methods of performance and lead Drama students as they learn the fundamentals of theater. Students in Advanced Drama will be expected to learn the more technical elements of theater including set, light, and sound design. Students will have the opportunity to select performance material and will block, direct, design, and critique scenes. They will also perform in scenes with both beginning and advanced students.

CULINARY ARTS COURSES

COURSE	<u>CULINARY ARTS 1: INTRODUCTION TO CULINARY ARTS</u>
FULFILLS	UC/CSU Subject Area F CTE Food Service & Hospitality Pathway: Introductory Level 1
PREREQUISITE	None
GRADE LEVEL	9*,10,11,12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This introductory course into the culinary arts focuses on hands-on learning as a way to gain the skills and knowledge necessary to be a competent and creative home cook. Labs and lectures connect academic knowledge from history, math and science to real-life experiences in the kitchen. The National Restaurant Association ProStart Curriculum focuses on foundational food preparation techniques, kitchen safety, and food service/hospitality careers. Soft skills such as leadership, teamwork, time and project management are core skills developed in this class to prepare students for independence and success in their lives after high school. *On a space available basis, a 9th grade student may take this class with written recommendation from their 8th grade Foods teacher.

COURSE	<u>CULINARY 2</u> MPC Dual Enrollment Courses
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COURSE	<u>CULINARY 3</u> MPC Dual Enrollment Courses
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COURSE	<u>CULINARY 4</u>
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FULFILLS	UC/CSU Subject Area F CTE Food Service and Hospitality Pathway: Capstone Level 3
PREREQUISITE	Grade of C- or higher in Culinary Arts 3
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION:	An intense hands-on course for the highly motivated and experienced student with a desire to pursue independent projects and professional skills development in Foodservice and Hospitality. The course focuses on refining culinary proficiencies, menu development, advanced baking techniques, production of course meals, costing/purchasing, operations management, menu evaluation/creation, advanced plating and presentation, sustainability, farm-to-table, and exploring career options and opportunities in the industry. Honors students will complete a 20-piece portfolio showcasing their best work to present to a panel of industry professionals.

ELECTIVES

INFORMATION/DISCUSSION D

UC/CSU APPROVED COURSES

G REQUIREMENT

- One year of an additional A-G approved course, in any area A-G, or Career Technical Education course are required for high school graduation.
- One year of college-preparatory coursework required, chosen from: courses approved specifically in the elective (G) subject area, or courses approved in the A-F subject areas beyond those used to satisfy the requirements of the A-F subjects.

COURSE	<u>ECONOMICS</u>
FULFILLS	UC/CSU Subject Area G
PREREQUISITE	None
GRADE LEVEL	12
LENGTH	1 semester
CREDIT	5 credits
DESCRIPTION	Economics, a semester-length course, is required for high school graduation. The goal of this course is to increase understanding of the American economic system, including the nature of supply and demand, market structures, fiscal policy, monetary policy, comparative economic systems.

COURSE	<u>AVID 9, AVID 10 (Advancement Via Individual Determination)</u>
FULFILLS	UC/CSU Subject Area G
PREREQUISITE	AVID teacher recommendation
GRADE LEVEL	9-10
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	AVID is designed to prepare students who are historically underrepresented in four year universities/colleges, for college readiness and success. Students receive instruction utilizing a rigorous college preparatory curriculum, tutor-facilitated study groups, motivational activities and academic survival skills. The course emphasizes rhetorical reading, analytical writing, collaborative discussion strategies, tutorial inquiry study groups, preparation for college entrance and potential placement exams, college study skills and test-taking strategies, Cornell note-taking and research. The course series provides exposure to post-secondary college education including field trips taken to university campuses, research conducted on academic majors and program offerings, and attendance of presentations given by college admissions counselors (and hosted at PGHS). Throughout the AVID career, students also hear from guest speakers who come from a variety of professional backgrounds and informational sessions held by members of the Armed Forces.

COURSE **AVID 11 (Advancement Via Individual Determination)**
FULFILLS UC/CSU Subject Area G
PREREQUISITE AVID teacher recommendation
GRADE LEVEL 11 (AVID 2)
LENGTH 1 year
CREDIT 5 credits per semester
DESCRIPTION AVID 2 expands on preparing students for college readiness and success. The first part in a junior/senior seminar course that focuses on writing and critical thinking expected of first and second-year college students. In addition to the academic focus of the AVID seminar, there are college-bound activities, methodologies and tasks during the junior year to support students as they prepare to apply to four-year universities and confirm their postsecondary plans.

COURSE **AVID 12 (Advancement Via Individual Determination)**
FULFILLS UC/CSU Subject Area G
PREREQUISITE AVID teacher recommendation
GRADE LEVEL 12
LENGTH 1 year
CREDIT 5 credits per semester
DESCRIPTION AVID 12 is the second part of a junior/senior seminar course that focuses on writing and critical thinking expected of first and second-year college students. Students will complete a final research essay project from research conducted in their junior year in AVID. In addition to the academic focus of the AVID senior seminar, there are college-bound activities, methodologies, and tasks during the senior year that support students as they apply to four-year universities and confirm their postsecondary plans. All AVID seniors are required to develop and present a portfolio representing their years of work in the AVID program as well as complete the requirements for the seminar course.

COURSE **AP PSYCHOLOGY**
FULFILLS UC/CSU Subject Area G ★
PREREQUISITE Grade of C- or higher in previous English class
GRADE LEVEL 10, 11, 12
LENGTH 1 year
CREDIT 5 credits per semester
DESCRIPTION AP Psychology is a fun and challenging course designed for students to learn about the scientific study of human and animal behavior and mental processes. Students will learn the history of the field and study major subfields including the biological bases of behavior, clinical psychology, social psychology, research methods, and cognitive development through both lecture and engaging projects. All students who are ready for an exciting academic curriculum and are interested in taking the AP exam in May should consider enrolling in this class. Students who take the national Advanced Placement Exam can potentially earn college credit with a qualifying AP score.

COURSE	<u>LEADERSHIP</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area G	
PREREQUISITES	Completion of the required application process, which includes teacher reference. Maintain a GPA of 2.0. Incoming 9th-grade students must undergo the application process in 8th grade and be elected as ASB officers for their Freshman year. The Leadership class is encouraged for all grade level ASB Officers.	
GRADE LEVEL	9, 10, 11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	The leadership and activities class is designed to provide students with the knowledge, skills, and real-world experiences that will shape their journeys as leaders. Some topics of study will include strategic planning, conflict management, and organization. Students will be required to plan events and participate in activities put on by the class. <i>Required activities can take place during, before, or after school.</i>	

COURSE	<u>CREATIVE WRITING</u>
FULFILLS	UC/CSU Subject Area G (<i>pending</i>)
PREREQUISITE	None
GRADE LEVEL	9-12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	By studying a wide variety of short stories, novel excerpts, autobiographical narratives, films, poetry, and spoken word poems, students will examine how writers of the various genres appeal to audiences of all different types. While this class will focus primarily on the writing aspect of student creations, it will give students the opportunity to share their work in writing, performance, and multimedia forms. Students will also explore ways to develop their own writing by modeling the techniques learned through close study of our favorites. They will learn how to evaluate peer work in a workshop setting, using a Socratic approach. In the same workshop setting, they will learn how to use classmates' responses to their creative work to improve and develop it. Sharing and performing work for an authentic audience is a critical component of this class. Students will also produce the PGHS literary magazine. <i>This class does not replace a year of high school English. The Creative Writing course is an UC/CSU Area G elective course.</i>

COURSE	<u>MULTIMEDIA JOURNALISM</u>
FULFILLS	UC/CSU Subject Area G (<i>pending</i>)
PREREQUISITE	None
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Multimedia Journalism has been designed to provide students with the journalistic and technological skills necessary to create print, online, and broadcast media. Actual work results in the production of the video bulletin, the school newspaper the <i>NewsBreaker</i> , and the school's yearbook, the <i>Sea Urchin</i> . This project-based course is designed to provide practical, specific journalistic experiences and introduces students to a wide array of media fields including newspaper and writing, graphic layout and design, video production, broadcast journalism, and yearbook design. Emphasis is placed on teaching students the fundamental principles of journalistic composition and the technical knowledge necessary to effectively use a variety of multimedia applications and equipment.

COURSE	<u>LAW AND SOCIETY</u>
FULFILLS	UC/CSU Subject Area G (<i>pending</i>)
PREREQUISITE	Participation in Mock Trial Competition
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	Students will learn about the theories and application of the criminal justice system, including policy issues like police use of force, incarceration, the death penalty, and trial procedures. The course introduces students to the legal system and criminal trials, including the rules of evidence, through a mock trial. Students will build skills in public speaking, debate, research, and argumentation. Students will view and discuss mature materials within the context of the course, and will be required to perform a speaking and debating role in order to earn a passing grade. Enrollment in this class is required to participate on the PGHS Mock Trial team. <i>Required activities can take place during, before, or after school.</i>
COURSE	<u>INTRODUCTION TO COMPUTER SCIENCE</u>
FULFILLS	UC/CSU Subject Area G
PREREQUISITE	Grade of C- or higher in previous math classes and concurrent enrollment in Integrated Math 2 or higher
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This course introduces students to the creative aspects of programming, abstractions, and algorithms. In the first semester, students will cover introductory programming with Python and earn high school credit. The second semester will continue with more advanced Python programming and may be offered as a dual enrollment course, aligned with MPC's CSIS 9. <i>This course will be offered in alternate years: 2023-2024 and 2025-2026.</i>
COURSE	<u>INTRODUCTION TO COMPUTER AIDED DESIGN (CAD)</u>
FULFILLS	UC/CSU Subject Area G
PREREQUISITE	None
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 semester (first semester)
CREDIT	5 credits per semester
DESCRIPTION	Introduction to CAD is designed to introduce students to the basic concepts and skills required of engineers and designers working in a professional CAD environment. A Computer Aided Design (CAD) is an essential part of the design, engineering, and manufacturing process. Emulating real world work skills, students will create innovative 2D sketches, then transfer those sketches to a computer using 3D CAD modeling software. Students will also create prototypes of their designs on a 3D printer

COURSE	<u>ENGINEERING: ROBOTICS</u>	INFORMATION/DISCUSSION D
FULFILLS	UC/CSU Subject Area G	
PREREQUISITE	Grade of C- or higher in Introduction to CAD, or teacher approval	
GRADE LEVEL	9, 10, 11, 12	
LENGTH	1 semester (second semester)	
CREDIT	5 credits per semester	
DESCRIPTION	Students will work in engineering teams to design, build and test robotics systems, including more advanced CAD work, work with arduinos, and other design challenges. The course will illustrate the engineering design process, the importance of integrating sensors, and complex machine control. Special attention will be paid to the design process and its communication through both presentation and documentation.	

COURSE	<u>ENGINEERING: CNC MANUFACTURING</u>
FULFILLS	UC/CSU Subject Area G
PREREQUISITE	Grade of C- or higher in Engineering: Robotics, or teacher approval
GRADE LEVEL	10, 11, 12
LENGTH	1 semester (second semester)
CREDIT	5 credits per semester
DESCRIPTION	CNC Manufacturing follows the Engineering: Introduction to CAD and Engineering: Robotics semester courses within the Engineering pathway. Students will build upon foundational knowledge from the prior course by designing and testing solutions to engineering problems, with a particular focus on CAD, CAM, and CNC manufacturing. Students who enroll in this course will take MPC's ENGR 2 dual enrollment course first semester.

COURSE	<u>HONORS ENGINEERING: CNC MANUFACTURING</u>
FULFILLS	UC/CSU Subject Area G ★
PREREQUISITE	Grade of C- or higher in Engineering Design Graphics and CNC Manufacturing, or teacher approval
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	CNC Manufacturing is the capstone course for the Engineering pathway. This laboratory-based integrated course is designed to support and facilitate third- and fourth-year student participation in the global FIRST Robotics Competition. Students enrolled in this course will have previously completed the CNC Manufacturing course. Students will build upon foundational knowledge from the prior course by performing advanced level work in the areas of engineering, manufacturing, programming, and team project management. The student-centric design of the course and physical classroom lab environment promotes collaborative learning in small teams and advanced personal skill development in specialty areas while allowing all students to be involved with all aspects of this multifaceted competitive team project. Students in this CNC Technology course will have the opportunity to lead, guide, and mentor first-year students in the CAD and Robotics courses while embracing a learning-by-doing approach. This course may be repeated for credit.

OTHER ELECTIVES INFORMATION/DISCUSSION D

COURSE	<u>INDEPENDENT PRODUCTIVE STUDY</u>
FULFILLS	High school elective credit
PREREQUISITE	None
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester (This class is Pass/No Pass)
DESCRIPTION	This class is for completing unfinished classwork, homework assignments/projects, and studying for upcoming tests/quizzes.

PHYSICAL EDUCATION

- Students must earn a minimum of 20 credits in Physical Education (State of California and high school graduation requirement) and pass the State Physical Fitness Standards Test. In CORE 9 P.E., students will take the State Physical Fitness Standards Test and **must pass five out of six standards** in order to be exempt from junior and senior physical education courses.
- Physical Education is open to all students and is required for freshman students.
- To meet PGHS graduation requirements, all PGHS students are **required** to take a second year of PE in either 10th, 11th, or 12th grade.

COURSE	<u>COURSE 1: FITNESS, INDIVIDUAL AND DUAL SPORTS</u>
FULFILLS	High school graduation requirement
PREREQUISITE	None
GRADE LEVEL	9
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This Course meets the graduation requirement for the first year of Physical Education. Instruction focuses on physical fitness and the following sports and activities: Aquatics, Badminton, Dance, Golf, Pickleball, Self Defense, Tennis, Track and Field, and Wrestling. Students will also practice fitness techniques to prepare them for the State of California Physical Fitness Testing which requires each student to pass 5 out of 6 tests. This class is for 9th grade students only. HEALTH DESCRIPTION: This course includes programs on basic body systems, healthcare, drugs, alcohol, tobacco awareness, sex education, nutrition and exercise, suicide prevention, and decision-making skills.

COURSE	<u>COURSE 2: AEROBIC AND RHYTHMIC DANCE</u>	INFORMATION/DISCUSSION D
FULFILLS	High school graduation requirement	
PREREQUISITE	Completion of Course 1	
GRADE LEVEL	10, 11, 12	
LENGTH	1 year	
CREDIT	5 credits per semester	
DESCRIPTION	This course focuses on techniques, choreography, and performance of dance skills. A wide variety of genres are taught along with small group choreography. Aerobics, stretching, yoga, ballet, jazz, hip-hop, and Latin style dances will be included in this course. Part of grading will be participating in performances. This class is open to students in 10th, 11th and 12th grade.	

COURSE	<u>COURSE 2: TEAM SPORTS AND BEGINNING WEIGHT TRAINING</u>
FULFILLS	High school graduation requirement
PREREQUISITE	Completion of Course 1
GRADE LEVEL	10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This course is designed to improve the level of physical fitness for students by guiding them through a progressive weight training exercise program along with numerous types of team sports activities. Various forms of exercises will be performed to cover different types of weight training including strength, endurance, flexibility, speed, agility, balance, explosiveness and recovery. Students will learn proper safety, posture and execution of basic weight training lifts and techniques. Team sports activities that will be included during this class are as follows: Aquatics, Basketball, Flag Football, Hockey, Lacrosse, Soccer, Softball, Volleyball, and Track and Field. This class is primarily for 10th grade students, but may be repeated by 11th and 12th graders who wish to stay in shape and fill their Elective Credits with Physical Education.

COURSE	<u>COURSE 3: ADVANCED WEIGHT TRAINING AND FITNESS</u>
FULFILLS	High school elective credit
PREREQUISITE	Completion of Course One and Course Two Team Sports and Beginning Weight Training Physical Education Classes
GRADE LEVEL	11, 12
LENGTH	1 year
CREDIT	5 credits per semester
DESCRIPTION	This class is designed to give students who wish to pursue a higher level of fitness and weight training to fit their individual needs. Students will have the opportunity to create their own program for sport specific lifting, muscle strength, endurance, toning, flexibility and cardiovascular training to prepare them for their future and encourage a lifetime of exercise and fitness. Students must complete two years of PE including Beginning Weight Training in order to be eligible to take this class. Open to Juniors and Seniors only who wish to fulfill Elective Credits by taking a Physical Education class.

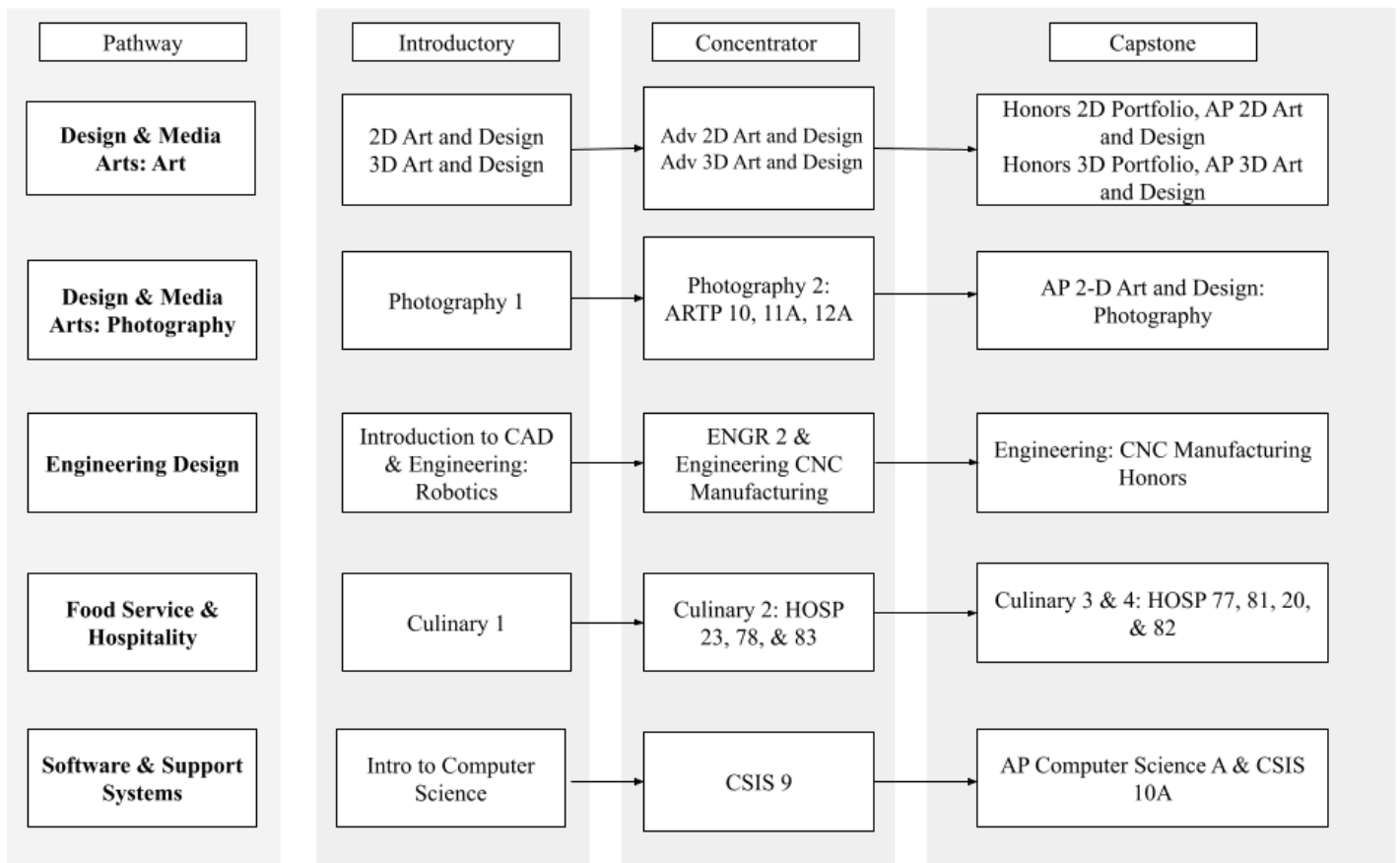
CAREER TECHNICAL EDUCATION (CTE) INFORMATION/DISCUSSION

- One year of an additional A-G approved course, in any area A-G, or Career Technical Education course are required for high school graduation.

PGHS supports students earning CTE Certifications and Internships through Career Technical Education Pathways regardless if students plan to attend a 2-year college or 4-year university after high school. Most PGHS CTE courses have articulated units with Monterey Peninsula College (MPC); once 6 units are taken after enrollment at MPC, students may claim college credit for their articulated PGHS CTE courses. In addition, PGHS and MPC are in negotiations to expand our Dual Enrollment courses. More dual enrollment courses will be offered, pending approval. All students completing a two-year sequence of CTE courses will have the opportunity to earn industry certification and be recognized at graduation with a special cord. Those students continuing onto a third-year Capstone course may earn an internship with a local industry partner and will be recognized with a graduation stole.

Students can complete more than one CTE pathway.

CTE COURSE OFFERINGS & PATHWAYS



DUAL ENROLLMENT INFORMATION/DISCUSSION D

PARTNERSHIP WITH MPC

(MONTEREY PENINSULA COLLEGE)

Students can enroll in MPC courses at PGHS that have been approved by the College & Career Access Pathway (CCAP) agreement with MPC. These courses provide the opportunity for high school students to earn college credit while attending MPC courses on the PGHS campus. Students earn both PGHS high school credit and MPC college credits concurrently. There are no tuition or course fees for our CCAP approved courses.

- All classes worth three or more credits at the college level will be assigned ten high school credits.
- **Letter grades** are required to receive high school credit or college credit when applying to four-year colleges as a first-time freshman.
- All Dual Enrollment courses are college courses and recorded on the student’s permanent college transcript.
- PGHS adds an additional point to the GPA for Dual Enrollment classes of 3 or more credits with a grade a C- or higher.
- PGHS CCAP Dual Enrollment courses are year long pathways with paired courses in the Fall and Spring terms.

COURSE:	<u>ARTP 12A DIGITAL PHOTOGRAPHY</u>
FULFILLS	Monterey Peninsula College Credits CTE Photography Pathway: Concentrator Level 2
PREREQUISITE	Grade of C- or higher in Photography 1
GRADE LEVEL	11, 12
LENGTH	1 semester
CREDIT	10 credits per semester
TRANSFERABILITY	CSU; UC
DESCRIPTION	During this semester we will learn the basic principles of digital photography: how to use a camera in manual mode plus other types of image capture, scanning, retouching and manipulating images and printing high quality prints. There will also be an overview of both historical and contemporary issues in photography as we explore our own aesthetic concerns through four theme-based projects. By the end of the semester you will achieve competency in Adobe Photoshop and digital archival printing.

COURSE	<u>ARTP 10 PHOTOGRAPHY</u>
FULFILLS	Monterey Peninsula College Credits CTE Photography Pathway: Concentrator Level 2
PREREQUISITE	Grade of C- or higher in Photography 1
GRADE LEVEL	11,12
LENGTH	1 semester
CREDIT	10 credits per semester
TRANSFERABILITY	CSU; UC
DESCRIPTION	This course is a non-laboratory introduction to photography. We will cover camera equipment and operation, photographic techniques, and basic lighting. Students will be exposed to different aspects of photography including: landscape, portrait, and narrative. Students will learn how to evaluate and analyze their own work as well as learn how to look at and discuss other people’s work.

COURSE	<u>ARTP 11A PHOTOGRAPHY</u>
FULFILLS	Monterey Peninsula College Credits CTE Photography Pathway: Concentrator Level 2
PREREQUISITE	Art 12A Digital Photography 1
GRADE LEVEL	11,12
LENGTH	1 semester
CREDIT	10 credits per semester
TRANSFERABILITY	CSU; UC
DESCRIPTION	During this semester we will explore the medium of black and white photography as art. Intermediate photography will build upon the skill introduced in beginning photography. We'll work to improve camera and exposure techniques, advance printing skill, and learn to make archival prints using fiber based photogenic materials. One of the primary objectives in this class will be to make a cohesive body of work and submit the portfolio to the Weston portfolio competition. As we further our knowledge of the photographic techniques we'll also look at historical photographic images and explore the world of contemporary photography.

COURSE	<u>HOSP 20 CATERING</u>
FULFILLS	Monterey Peninsula College Credits CTE Food Service & Hospitality Pathway: Capstone Level 3
PREREQUISITE	Grade of C- or higher in Culinary Arts 2 CTE Food Service and Hospitality Pathway
GRADE LEVEL	11,12
LENGTH	1 quarter
CREDIT	2.5 credits per quarter
DESCRIPTION	This is a practical course designed to help students develop their catering leadership skills. Students develop menus, meet with clients, manage staff, design plating and table displays, and create successful catered events.

COURSE	<u>HOSP 23 CULINARY FOUNDATIONS I</u>
FULFILLS	Monterey Peninsula College Credits CTE Food Service & Hospitality Pathway: Concentrator Level 2
PREREQUISITE	Grade of C- or higher in Culinary Arts 1 or 1B
GRADE LEVEL	10,11,12
LENGTH	1 semester
CREDIT	10 credits per semester
TRANSFERABILITY	CSU
DESCRIPTION	This course is a comprehensive introduction to the principles of food preparation in a professional kitchen. It emphasizes hands-on cooking, tasting, and evaluation to teach professional culinary techniques. The course also stresses how ingredients and culinary processes affect product outcome.

COURSE **HOSP 78 BAKESHOP: BASIC BAKING TECHNIQUES** INFORMATION/DISCUSSION D
FULFILLS Monterey Peninsula College Credits
CTE Food Service & Hospitality Pathway: Concentrator Level 2
PREREQUISITE Grade of C- or higher in Culinary Arts 1 or 1B
GRADE LEVEL 10,11,12
LENGTH 1 quarter
CREDIT 2.5 credits per quarter
DESCRIPTION Students learn baking processes, mixing methods and function of ingredients needed to produce a variety of specialty cakes, cookies, and pastries. Lab included.

COURSE **HOSP 83 BAKESHOP: FRENCH PASTRIES & RESTAURANT-STYLE DESSERTS**
FULFILLS Monterey Peninsula College Credits
CTE Food Service & Hospitality Pathway: Concentrator Level 2
PREREQUISITE Grade of C- or higher in Culinary Arts 1 or 1B
GRADE LEVEL 10,11,12
LENGTH 1 quarter
CREDIT 2.5 credits per quarter
DESCRIPTION This course expands on basic pastry skills to produce a stunning variety of intricate French pastries and restaurant style desserts. Petits fours, mini-pastries, crème brûlée, crème caramel, tiramisu, frozen soufflé, sauce production and dessert garnishes are covered. Previous baking courses or experience recommended.

COURSE **HOSP 77 BAKESHOP: YEASTED AND NON-YEASTED BREADS**
FULFILLS Monterey Peninsula College Credits
CTE Food Service & Hospitality Pathway: Capstone Level 3
PREREQUISITE Grade of C- or higher in Culinary Arts 2
CTE Food Service and Hospitality Pathway
GRADE LEVEL 11,12
LENGTH 1 quarter
CREDIT 2.5 credits per quarter
DESCRIPTION This course introduces students to baking processes and ingredients, batters and doughs, yeast breads and rolls. Lab included.

COURSE **HOSP 81 BAKESHOP: PIES AND TARTS**
FULFILLS Monterey Peninsula College Credits
CTE Food Service & Hospitality Pathway: Capstone Level 3
PREREQUISITE Grade of C- or higher in Culinary Arts 2
CTE Food Service and Hospitality Pathway
GRADE LEVEL 11,12
LENGTH 1 quarter
CREDIT 2.5 credits per quarter
DESCRIPTION In this course students learn baking processes and ingredients used to produce professional pastry shop-quality pies and tarts. Dessert presentation skills will be discussed, demonstrated, and practiced. It is recommended that students have some basic baking experience.

COURSE **HOSP 82: BAKESHOP, CAKES, TORTES AND DECORATING TECHNIQUES**
FULFILLS Monterey Peninsula College Credits
 CTE Food Service & Hospitality Pathway: Capstone Level 3
PREREQUISITE Grade of C- or higher in Culinary Arts 2
 CTE Food Service and Hospitality Pathway
GRADE LEVEL 11,12
LENGTH 1 quarter
CREDIT 2.5 credits per quarter
DESCRIPTION Students learn ingredients, proportions, and chemical reactions in the production of cakes and icings. Mixing methods for preparing butter cakes, genoise, roulade, chiffon, angel food, flourless, mousse cakes, charlottes, and cheesecakes are demonstrated. Basic decorating techniques for icing and piping, poured glaze, ganaches, and rolled icings are discussed. It is recommended that students have some basic baking experience.

COURSE **CSIS 9 PROGRAMMING FUNDAMENTALS: PYTHON**
FULFILLS Monterey Peninsula College Credits
 CTE Software and Support Systems Pathway: Concentrator Level 2
PREREQUISITE Introduction to Computer Science, Semester 1
GRADE LEVEL 9, 10, 11, 12
LENGTH 1 semester (second semester)
CREDIT 10 credits per semester
TRANSFERABILITY CSU; UC
DESCRIPTION This course introduces students to the creative aspects of programming, abstractions, and algorithms using Python, an interpreted, object-oriented programming language known for its ease of use. Students will build upon the basics of programming in Python with loops, data structures, and classes. They will explore more sophisticated algorithms and programming techniques, culminating in a long-term, final project. *This course will be offered in alternate years: 2021-2022, 2023-2024, and 2025-2026.*

COURSE **CSIS 10A PROGRAMMING METHODS I: JAVA**
FULFILLS Monterey Peninsula College Credits
 Software and Support Systems Pathway: Capstone
PREREQUISITE Grade of C- or higher in semester 1 of AP Computer Science
GRADE LEVEL 10, 11, 12
LENGTH 1 semester (second semester)
CREDIT 10 credits per semester
TRANSFERABILITY CSU; UC
DESCRIPTION This Java programming course introduces the discipline of computer science utilizing practical hands-on problem solving. Content includes principles of algorithm design, representation of data, objects and classes, arrays, effective programming style, and use of a debugger. This course will be offered second semester, after a student completes the first semester of AP Computer Science A. *This course will be offered in alternate years: 2022-2023, 2024-2025, and 2026-2027.*

COURSE	<u>ENGR 2: ENGINEERING DESIGN GRAPHICS</u>	INFORMATION/DISCUSSION D
FULFILLS	Monterey Peninsula College Credits CTE Engineering Pathway: Concentrator Level 2	
PREREQUISITE	Grade of C- or higher in both semesters of Introduction to CAD and Robotics	
GRADE LEVEL	10, 11, 12	
LENGTH	1 semester (first semester)	
CREDIT	10 credits per semester	
TRANSFERABILITY	CSU; UC (CAN ENGR2)	
DESCRIPTION	This course introduces the graphical tools used by engineers to support and enhance the engineering design process. Topics include spatial reasoning skills, orthographic projections, mechanical dimensioning and tolerancing practices, and the engineering design process. Assignments develop sketching and 2-D and 3-D CAD skills. The use of CAD software is an integral part of the course.	

COURSE	<u>ENGLISH 1A: COLLEGE COMPOSITION</u>
FULFILLS	Monterey Peninsula College Credits Pacific Grove High School English credits
PREREQUISITE	Three years of high school English
GRADE LEVEL	12
LENGTH	1 semester (first semester)
CREDIT	10 high school credits per semester / 3 college credits
TRANSFERABILITY	CSU; UC
DESCRIPTION	This is an introductory course that offers instruction in expository and argumentative writing, appropriate and effective use of language, close reading, cogent thinking, research strategies, information literacy, and documentation. English 1A is the first semester of a year long pairing with English 1B. <i>This course is pending approval through the College & Career Access Pathway (CCAP) agreement with MPC.</i>

COURSE	<u>ENGLISH 1B: INTRODUCTION TO LITERATURE</u>
FULFILLS	Monterey Peninsula College Credits Pacific Grove High School English credits
PREREQUISITE	English 1A
GRADE LEVEL	12
LENGTH	1 semester (second semester)
CREDIT	10 credits per semester
TRANSFERABILITY	CSU; UC
DESCRIPTION	This is an introductory course that offers instruction in expository and argumentative writing, appropriate and effective use of language, close reading, cogent thinking, research strategies, information literacy, and documentation. English 1B is the second semester of a year long pairing with English 1A. <i>This course is pending approval through the College & Career Access Pathway (CCAP) agreement with MPC.</i>

COURSE	<u>PSYCHOLOGY 1: GENERAL PSYCHOLOGY</u>	INFORMATION/DISCUSSION D
FULFILLS	Monterey Peninsula College Credits Pacific Grove High School Elective credits	
PREREQUISITE	None	
GRADE LEVEL	11, 12	
LENGTH	1 semester (first semester)	
CREDIT	10 credits per semester	
TRANSFERABILITY	CSU; UC	
DESCRIPTION	<p>Psychology is the scientific study of behavior and mental processes. The content focuses on the exploration of major psychological theories and concepts, methods, and research findings in psychology. Topics include the biological bases of behavior, perception, cognition and consciousness, learning, memory, emotion, motivation, development, personality, social psychology, psychological disorders and therapeutic approaches, and applied psychology. Psychology 1: General Psychology is the first semester of a year long pairing with Psychology 3: Introduction to Social Psychology. <i>This course is pending approval through the College & Career Access Pathway (CCAP) agreement with MPC.</i></p>	

COURSE	<u>PSYCHOLOGY 3: INTRO TO SOCIAL PSYCHOLOGY</u>
FULFILLS	Monterey Peninsula College Credits Pacific Grove High School Elective credits
PREREQUISITE	MPC Psychology 1: General Psychology
GRADE LEVEL	11, 12
LENGTH	1 semester (second semester)
CREDIT	10 credits per semester
TRANSFERABILITY	CSU; UC
DESCRIPTION	<p>This course considers individual human behavior in relation to the social environment. The power of the situation, other individuals, and the social group are examined. Emphasized topics include aggression, prejudice and stereotypes, interpersonal attraction, attitudes and attitude change, conformity, group phenomena, gender roles, cultural norms, person perception, and social cognition. Also offered as Sociology 3; credit may be earned only once. Psychology 3: Introduction to Social Psychology is the second semester of a year long pairing with Psychology 1: General Psychology. <i>This course is pending approval through the College & Career Access Pathway (CCAP) agreement with MPC.</i></p>

COURSE	<u>SOCIOLOGY 1: INTRODUCTION TO SOCIOLOGY</u>	INFORMATION/DISCUSSION D
FULFILLS	Monterey Peninsula College Credits Pacific Grove High School Elective credits	
PREREQUISITE	None	
GRADE LEVEL	11, 12	
LENGTH	1 semester (first semester)	
CREDIT	10 credits per semester	
TRANSFERABILITY	CSU; UC	
DESCRIPTION	Introductory study of basic concepts, theoretical approaches, and key methods of sociology. Topics include analysis of social structures, socialization and the self, culture and diversity, group dynamics, deviance and social control, social stratification, and global social change. Sociology 1: Introduction to Sociology is the first semester of a year long pairing with Sociology 2: Contemporary Social Problems. <i>This course is pending approval through the College & Career Access Pathway (CCAP) agreement with MPC.</i>	

COURSE	<u>SOCIOLOGY 2: CONTEMPORARY SOCIAL PROBLEMS</u>
FULFILLS	Monterey Peninsula College Credits Pacific Grove High School Elective credits
PREREQUISITE	MPC Sociology 1: Introduction To Sociology
GRADE LEVEL	11, 12
LENGTH	1 semester (second semester)
CREDIT	10 credits per semester
TRANSFERABILITY	CSU; UC
DESCRIPTION	This course offers an identification and analysis of contemporary social problems including 1) the role of power and ideology in the definition of social problems; 2) their causes and consequences; 3) evaluations of proposed solutions; and (4) methods of intervention. Sociology 2: Contemporary Social Problems is the second semester of a year long pairing with Sociology 1: Introduction to Sociology. <i>This course is pending approval through the College & Career Access Pathway (CCAP) agreement with MPC.</i>

STUDENT SERVICES INFORMATION/DISCUSSION D

- The Student Services Department (Special Education) provides a continuum of services to individuals with identified exceptional needs as defined by Federal and State mandates.
- PGUSD is committed to ensuring the most appropriate education in the least restrictive environment that Pacific Grove High School has to offer.
- Each student with exceptional needs must have an Individualized Education Plan (IEP) written by an IEP team comprised of the student, parents/guardians, teachers, counselor, school psychologist, site administrator, and other specialists as appropriate.
- The development of a class schedule is guided by the strengths and concerns described in the IEP and are done by the IEP team.

COURSE	<u>S.A.S. 9-12</u>
PREREQUISITE	None
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year
CREDIT	5 credits per semester (This class is Pass/No Pass)
DESCRIPTION	Specialized Academic Support (S.A.S.) designed to support students in their classes by providing extra help on homework and teaching skills including organization, time management, note-taking, and test-taking while working towards post-secondary goals.

COURSE	<u>ENGLISH 9-12</u>
PREREQUISITE	None
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year (4 years total)
CREDIT	5 credits per semester
DESCRIPTION	English 9-12 is designed for students who want to improve and increase their reading ability. The class uses READ 180 by Scholastic to meet individual needs in reading and writing. In addition to READ 180, the class uses novel studies to strengthen reading comprehension, develop academic vocabulary, and broaden writing skills.

COURSE	<u>MATH 9-10</u>
PREREQUISITE	None
GRADE LEVEL	9, 10
LENGTH	1 year (2 years total)
CREDIT	5 credits per semester
DESCRIPTION	MATH 180 Course 2 curriculum transitions students to pre-algebra with an emphasis on building proportional reasoning with rates, ratios, linear relationships, and functions. Edmentum: online math program focusing on time, money and measurement.

COURSE	<u>PERSONAL MANAGEMENT 11-12</u>	INFORMATION/DISCUSSION D
PREREQUISITE	None	
GRADE LEVEL	11, 12	
LENGTH	1 year (2 years total)	
CREDIT	5 credits per semester	
DESCRIPTION	Personal Management covers a range of topics, including identifying personal strengths, identifying and overcoming challenges, cultivating communication skills, interpersonal skills, building self-advocacy, setting personal goals, developing self-determination, exploring college/ career options, financial literacy, and strengthening executive functioning skills. Specific topics are determined each year based on student needs and challenges.	

COURSE	<u>SCIENCE 9-12</u>
PREREQUISITE	None
GRADE LEVEL	9, 10, 11, 12
LENGTH	1 year (2 years total)
CREDIT	5 credits per semester
DESCRIPTION	Science 9-12 is a push-in science course designed to ensure all students have full access to the core subject matter standards. In this course, a general education science teacher and special education teacher provide targeted science instruction to support academic success in the general education science class.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: 2023-24 Strategic Plan Implementation Update

DATE: October 26, 2023

PERSON RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review the attached information related to the 2023-24 Strategic Plan Implementation.

BACKGROUND:

In FY 2020-2021, the Pacific Grove Unified School District (PGUSD) Board of Education developed and approved its current strategic plan. The plan will guide PGUSD, via actionable strategies, so that the district can continue to maintain a partnership with the community with a focus on equity, and a mission to challenge every student by providing a quality instructional program in a positive, safe and stimulating environment.

Through this strategic plan, the district will develop actionable items tied to strategies so as to continue to meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

INFORMATION:

The strategic plan is a working document that includes actionable initiatives tied to progress indicators to support each of the 3 Goals.

Each year, PGUSD leadership will prepare site SMART Goals that have actionable initiatives that align with the strategic plan strategies and goals.

This report provides an update to the PGUSD Board of Trustees on the 2023-24 PGUSD actionable site initiatives that will be addressed in the 2023-24 school year. Some highlights include:

- Continued collaboration with our community to maintain transparency and accountability
- Continued administrative leadership and effective
- Continued data driven efforts to
- Continued efforts to ensure safe, clean and secure school sites

Board Goal 1: *Student Learning and Achievement - Overall Educational Program: every student is proficient or above grade level, engaged in his/her learning and contributing positively to the community*

Forest Grove Elementary School 2023-24 - Develop & implement a comprehensive & standards-based educational program (focusing on Professional Learning Communities or PLC's)

Robert H. Down Elementary School 2023-24 - Increased intervention programs will be used to identify students who are not proficient at grade level and require targeted instruction to meet their individual needs

Pacific Grove Middle School 2023-24 - Increase collaboration, outreach and communication among community stakeholders regarding mental health, community support opportunities, and celebrating diversity in our community.

Pacific Grove High School & Community High School 2023-24 -Student Learning and Achievement focus through an increase to the number of lessons with a focus on diversity, equity and inclusion

Pacific Grove Adult Education 2023-24 - Provide increased access and equity and the removal of barriers such as technology, and transportation to the student populations served by the Adult Education Program.

Student Services 2023-24 - Develop a comprehensive data/progress monitoring systems for staff that will focus on use of multiple measures of assessments/data points to monitor student progress toward educational goals

Curriculum and Instruction 2023-24 - Facilitate articulation across grade levels to provide greater student access to programs in the areas of Math, Report Card Committees, Common Grading Practices and Cultural Proficiency.

Educational Technology 2023-24 - Complete instructional technology hardware upgrades for remaining core and intervention elementary classrooms (FG, RD)

Human Resources 2023-24 - Provide professional development and training to staff at all levels which effectively support student learning and student engagement. (e.g. participation in training of District's initiatives in cultural proficiency and social emotional tools/resources to learn evidence-based approaches to meet students' social, emotional, academic and mental health needs).

Board Goal 2: *Credibility, Confidence and Communication Accountability and Integrity: Student, family and community partnerships, relationships and dialog contribute to the success of every student*

Forest Grove Elementary School 2023-24 - Staff Retention focus on opportunities for staff to bond during staff meetings, sunshine committee invitations to events, invitations to meet together, and attempt after school opportunities to meet off campus

Robert H. Down Elementary School 2023-24 - Provide a professional development plan that includes 3 to 4 opportunities to increase staff knowledge and use of MTSS support practices at all three tiered support levels and continue Cultural Proficiency training at every staff meeting.

Pacific Grove Middle School 2023-24 - Increase the frequency and use of rubrics school wide by mandating the professional development and quarterly implementation by teaching staff. Continue the use of Universal Design for Learning (UDL) to allow for student choice in method of demonstrating mastery

Pacific Grove High School & Community High School 2023-24 -Maintain Credibility and Communication through use of the Western Association of Schools and Colleges (WASC) accreditation process to increase the credibility, confidence, and integrity within the high school communities by fostering accountability.

Pacific Grove Adult Education 2023-24 - Effective Communications through Increase messaging on all social media platforms to promote course offerings. Collaborate with MPAEC Partners to advertise programs and increase certificated and classified classroom staff meetings in person and virtually.

Student Services 2023-24 - Conduct Parent Education workshops and provide professional development to staff on various topics for students with disabilities, foster youth, and students experiencing homelessness

Curriculum and Instruction 2023-24 - Increase Professional Development and use the data from the Cultural Proficiency Human Relations needs assessment to identify professional development priorities related to cultural proficiency. Look into Increased frequency of local and state assessment data to identify professional development priorities related to math and ELA.

Educational Technology 2023-24 - Expand 2023-24 district Technology Committee membership to include additional non-district employee parent representation.

Human Resources 2023-24 - Provide an annual report of the department's accomplishments and activities.

Board Goal 3: *Credibility, Confidence, Communication Fiscal Solvency, Program, Services and Budget Alignment*

Forest Grove Elementary School 2023-24 - With a focus on Safe, clean and secure school environment, the cultural proficiency teams will work together to create professional development for staff to be shared at staff meetings in which challenges regarding diversifying curriculum & communication is the focus.

Robert H. Down Elementary School 2023-24 -With a focus on Safe, clean and secure school environment, the school meets the goals established in the RHD Safe School Plan, update the plan, and add behavior data and response professional development for staff and parents.

Pacific Grove Middle School 2023-24 - With a focus on Social and Emotional Wellbeing, the site will source new staff training opportunities on Restorative Practices, Open Parachute SEL curriculum, and the Advisory School Climate Committee, we will focus on improving our School Connectedness by 10% as measured on the California Healthy Kids Survey comparing the 2022/23 scores with the 2023/24 school year.

Pacific Grove High School & Community High School 2023-24 -To help focus on fiscal solvency of the budget, the site will develop a master schedule that that is balanced and fiscally responsible master schedule is important to ensure efficient use of resources, provide equal opportunities for students, and maintain financial stability within the school/district.

Pacific Grove Adult Education 2023-24 - To address safety and security at the site, PGAE will fully train all staff on Big 5 training protocols, Develop, and further develop a partnership with local law enforcement and district School Resource Officer in order to provide for a safe environment.

Student Services 2023-24 - Ensure that Special Education expenditures for staffing, materials and supplies do not exceed allocations for the 2023-24 school year and focus on staffing for 2024-25.

Curriculum and Instruction 2023-24 - : The curriculum website will be employed to deliver timely, relevant, and accurate information with a complete redesign with a focus on accessibility.

Educational Technology 2023-24 - Ensure technology expenditures do not exceed biannual Measure A spending allocation and are aligned with the district's long term technology budget development process.

Human Resources 2023-24 - Work directly with the Business Office to identify potential risks of insolvency or fiscal issues early on and address these timely (impacts and effects of collective bargaining agreements). Work with site administrators early on to accurately identify staffing needs.

FISCAL IMPACT:

Varies by Resource



PGUSD Strategic Plan Implementation Update

2023-2024

In FY 2020-2021, the Pacific Grove Unified School District (PGUSD) Board of Education developed and approved its current strategic plan. The plan will guide PGUSD, via actionable strategies, so that the district can continue to maintain a partnership with the community with a focus on equity, and a mission to challenge every student by providing a quality instructional program in a positive, safe and stimulating environment.

Through this strategic plan, the district will develop actionable items tied to strategies so as to continue to meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

The strategic plan is a working document that includes actionable initiatives tied to progress indicators to support each of the 3 Goals.

Each year, PGUSD leadership will prepare site SMART Goals that have actionable initiatives that align with the strategic plan strategies and goals.

This report provides an update to the PGUSD Board of Trustees on the 2023-24 PGUSD actionable site initiatives that will be addressed in the 2023-24 school year. Some highlights include:

- Increased communication with our community to maintain transparency and accountability
- Continued focus on valuing our diverse cultures and ensuring access for every single student
- Increase marketing and targeted recruitment strategies
- Continued commitment to increase safe, clean and secure school sites

Pacific Grove Unified School District Strategic Plan Update 2023-2024

Board Goal 1	
Student Learning and Achievement - Overall Educational Program: every student is proficient or above grade level, engaged in his/her learning and contributing positively to the community	
Forest Grove Elementary School Site Actionable Initiatives	
Strategy #1: Develop & Implement a comprehensive & standards-based educational program (focusing on PLC)	Forest Grove will begin to develop Professional Learning Communities (PLC (based on the Solution Tree model)) at Forest Grove that focus on improving instructional practices and increasing student achievement by providing professional development to increase staff knowledge regarding PLC by completing 3-4 training sessions before May 2024.
Staff Responsible	Admin/Leadership Team/Teachers
Metrics	<ul style="list-style-type: none"> ● Number of staff meetings focused on PLC ● Number of grade level team meetings on Thursdays
Progress Indicators	<ol style="list-style-type: none"> 1. All teacher grade level teams meet together each Thursday to collaborate 2. 3-4 trainings occur on PLC through May 2024.

Robert H. Down Elementary School Site Actionable Initiatives	
Strategy #1: Intervention Programs Will Be Used to Identify Students Who Are Not Proficient at Grade Level and Require Targeted Instruction to Meet Their Individual Needs	Robert H. Down Elementary students, including targeted student groups, performing at not met or nearly met standards levels in ELA and math as determined by progress monitoring of their academic growth through performance on district interim Measurements of Academic Growth (MAP), Scholastic Reading Inventory (SRI) for 4th and 5th graders enrolled in Read 180, Dynamic Indicators of Basic Early Literacy Skills (DIBELS), curriculum embedded tests (Superkids, Benchmark,, and SWUN Math), as well as state CAASPP assessments will be provided appropriate intervention services and improve at least one level (eg. nearly met to met) on the 2022-2023 and 2023-2024 ELA and math CAASPP assessments.
Staff Responsible	All Classroom Teachers Utilizing Tier I Strategies, Intervention Teachers, MTSS Team Monitoring Intervention and Student Growth
Metrics	<ul style="list-style-type: none"> ● MAP ELA and Math Fall, Winter and Spring Results ● DIBELS Reading Beginning of Year, Mid-Year, and End-of-Year Results ● CAASPP 3rd-5th ELA and Math Results ● Classroom End-of-Unit Assessments
Progress Indicators	<ol style="list-style-type: none"> 1. All students gain one year’s growth in RIT in both ELA and Math

	<ol style="list-style-type: none"> 2. All students gain one level or maintain Above Proficient in each category 3. All students gain one level in ELA and Math or maintain 4. All students will increase their report card grade in ELA and Math at least one level or maintain a 4.
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Pacific Grove Middle School Site Actionable Initiatives	
Strategy #1 : Parent Engagement	Increase collaboration, outreach and communication among community stakeholders regarding mental health, community support opportunities, and celebrating diversity in our community.
Staff Responsible	Administration, TOSA, Counseling team, Climate Team
Metrics	<ul style="list-style-type: none"> ● Proper use of CalHope Funds
Progress Indicators	<ol style="list-style-type: none"> 1. Parent Survey, parent participation logs, parent feedback registering other areas of need (actionable/provide direction for future outreach efforts)

Pacific Grove High and Community High School Site Actionable Initiatives	
Strategy #1: Student learning and achievement	Increase the number of lessons with a focus on diversity, equity and inclusion
Staff Responsible	Administration, Teachers
Metrics	<ul style="list-style-type: none"> ● Teacher generated
Progress Indicators	<ol style="list-style-type: none"> 1. 2023/24 Develop lesson plans to address DEI

Pacific Grove Adult School Site Actionable Initiatives	
Strategy #1: Equity/Access	<p>Provide Monterey Transit Bus passes to students who identify lack of transportation as a barrier to attending school</p> <p>Provide technology and support to students as needed to students who identify lack of technology as a barrier to attending school.</p> <p>Provide free or reduced cost to enroll in California Adult Education Program (CAEP) classes to students who identify cost as a barrier to attending school.</p> <p>Provide students with identified barriers to access community college, employment, and community engagement opportunities.</p> <p>Provide Childcare free of cost to students who identify childcare as a barrier to attending CAEP Programs.</p>
Staff Responsible	Admin and Staff
Metrics	<ul style="list-style-type: none"> ● Increased enrollment and data analysis through CASAS that examine student barriers to attend school.

	<ul style="list-style-type: none"> ● Increased enrollment in CAEP programs, increased graduation rates measured by test scores, attendance records and technology check out sheets ● Increased enrollment in CAEP programs for students who identify childcare as a barrier to attend adult school. ● Increased number of co-enrolled students in adult education and community college. ● Increased number of students who attain gainful employment through adult education/community college programs
Progress Indicators	<ol style="list-style-type: none"> 1. All students have access to enroll in any adult education program regardless of any identified barriers. 2. Increased enrollment in CAEP and Co-enrollment in Community College Programs

Student Services Actionable Initiatives	
Strategy # 1: The District will develop a comprehensive data/progress monitoring systems for staff across settings	Student Services staff including: teachers, speech pathologists, occupational therapists, mental health therapists, and counselors will use multiple measures of assessments/data points to monitor student progress toward educational goals.
Staff Responsible	Director Cork-Anthony in collaboration with, teachers, speech pathologists, occupational therapists, mental health therapists, and counselors
Metrics	<ul style="list-style-type: none"> ● Attendance of staff at special education meetings, and Job alike meetings focused on data/progress monitoring(sign in sheets, agenda)
Progress Indicators	<ol style="list-style-type: none"> 1. 3-4 meetings between November 2023-May 2024 focused on data and progress towards educational goals(resources, handouts, activities)

Curriculum and Instruction Actionable Initiatives	
Strategy #1: Facilitate articulation across grade levels to provide greater student access to programs	<p>The director of curriculum will collaborate with site leadership to articulate between grade levels within, and between, school sites.</p> <ul style="list-style-type: none"> - Elementary Report Card Committee - alterations made to grade reporting that better serve the needs of our students/families. Elementary Common Grading Practices - Subject area articulation days - ensure at least two math articulation meetings where Middle School math teachers articulate with high school math teachers and fifth grade math teachers to identify areas of need and develop strategies to meet those needs.

	- Cultural Proficiency Team - will hold multiple meetings to review the progress indicators for their site and the district’s equity actions based on plans developed for the sites and district.
Staff Responsible	Director Roggeman in conjunction with site leadership and teachers
Metrics	<ul style="list-style-type: none"> ● Report card committee - notes and directives that result from our meetings. ● Increased cohort growth measures on MAP and CAASPP testing. ● Growth on student safety metrics from the CHKS and cohort growth on the district CORE SEL survey.
Progress Indicators	<ol style="list-style-type: none"> 1. 100 percent implementation of the directives among all elementary teachers. 2. 5% cohort growth in math; 3% cohort growth in ELA. 3. 3% growth in CHKS student safety and connectedness data; 5% growth in CORE SEL healthy responses.

Educational Technology and Information Technology Actionable Initiatives	
Strategy/Project #1a: By Jan, Feb 2024	Complete instructional technology hardware upgrades for remaining core and intervention elementary classrooms (FG, RD)
Staff Responsible	Director Binder, Director Algaze
Metrics	<ul style="list-style-type: none"> ● Measure A Expenditure Lists - Jan/Feb 2024, June/July 2024, Long Term ED-Tech Budget
Resources	Ed-Tech Bond/Measure A funds
Progress Indicators	<ol style="list-style-type: none"> 1. 1. Examine and inventory existing core classroom technology at each site and establish an updated database of technology inventory 2. Conduct needs analysis and identify shortages of classroom technology against the standard configuration model 3. Collect input from grade level teams and tech lead teachers on project timelines, design considerations, and technology preferences 4. Develop cost projections and long term budgets aligned with available Measure A/Ed-Tech Bond funds 5. Procure hardware and engage Facilities/Transportation Dept. to coordinate phased installation timelines with A/V contractors 6. Provide appropriate training and ongoing support focused on best practices/strategies around the use of updated classroom technology for teachers, support staff.
Strategy/Project #1b: By Jan, Feb 2024	Replace any existing broken/out-dated/missing student devices - Chromebooks and tablets - in a timely manner in all K-12 core grade level/subject area classrooms district-wide.
Staff Responsible	Director Binder, Director Algaze, Elementary Site IT Techs
Metrics	<ul style="list-style-type: none"> ● Measure A Expenditure Lists - Jan/Feb 2024, June/July 2024, Long Term ED-Tech Budget

Resources	Ed-Tech Bond/Measure A funds
Progress Indicators	<ol style="list-style-type: none"> 1. Update inventory audit documentation 2. Review teacher feedback forms via Genuity helpdesk/timely tech ticketing system 3. Conduct follow-up interviews/check-ins with classroom teachers about student access to classroom technology.

Human Resources Actionable Initiatives	
Strategy #1: Provide professional development and training to support student learning and engagement.	Provide professional development and training to staff at all levels which effectively support student learning and student engagement. (e.g. participation in training of District's initiatives in cultural proficiency and social emotional tools/resources to learn evidence-based approaches to meet students' social, emotional, academic and mental health needs).
Staff Responsible	HR/Admin/Leadership Team/All Staff
Metrics	Various
Progress Indicators	<ol style="list-style-type: none"> 1. Listing of trainings/PD completed by staff, number of participants and hours provided.

Forest Grove Elementary School Site Actionable Initiatives	
Board Goal 2	
Credibility, Confidence and Communication Accountability and Integrity: Student, family and community partnerships, relationships and dialog contribute to the success of every student.	
Strategy # 2: Staff Retention	On a bimonthly basis, Forest Grove will provide opportunities for staff to bond during staff meetings, sunshine committee invitations to events, invitations to meet together, and attempt after school opportunities to meet off campus.
Staff Responsible	Admin, Sunshine Adjunct Duty, Site Union Reps
Resources	<ul style="list-style-type: none"> ● Staff survey as we go throughout year providing feedback on feelings of belonging and participation rates at events ● Work with union representatives to elicit feedback
Progress Indicators	<ol style="list-style-type: none"> 1. 4-6 opportunities to meet off campus through May 2024 2. Increase in number of positive staff survey responses 3. Increase in number of meetings with union representatives

Robert H. Down Elementary School Site Actionable Initiatives	
Strategy #2: Professional Development	Provide a professional development plan that includes 3 to 4 opportunities to increase staff knowledge and use of MTSS support practices at all three tiered support levels and continue Cultural Proficiency training at every staff meeting.
Staff Responsible	Administration, Cultural Proficiency Team, Staff Participation

Metrics	<ul style="list-style-type: none"> • Early release Thursday MTSS training provided to staff through May 2024 beginning no later than November 2023. Emphasis on Tier I pre-referral academic and SEL strategies for staff to implement after each training. • Pre-referral Tier I practices and outcomes collected to be included in the 2024-2025 RHD SPSA, including classroom end-of-unit assessments in ELA and math.
Progress Indicators	<ol style="list-style-type: none"> 1. MTSS trainer hired by November 2023 to provide three to four trainings through April 2024. 2. Three to four trainings occur on early release Thursdays through May 2024. Participation rates collected throughout the year with 90% teacher participation met by May 2024. 3. RHD SPSA includes TIER I strategies and assessment results from each grade level K-5 (TK could include SEL strategies).

Pacific Grove Middle School Site Actionable Initiatives

Strategy #2:	Over the course of the 2023-24 school year we will increase the frequency and use of rubrics school wide by mandating the professional development and quarterly implementation by teaching staff. We will continue to use Universal Design for Learning (UDL) to allow for student choice in method of demonstrating mastery
Staff Responsible	Administration, TOSA, all teaching staff, county office of education
Metrics	<ul style="list-style-type: none"> • Monthly collaboration time dedicated to studying best practice in writing and employing powerful rubrics. TOSA staff training (3) and pull out time. Artifacts to be shared site wide, and student achievement data monitoring impact of effort.
Progress Indicators	<ol style="list-style-type: none"> 1. Teacher provided artifacts to administration on a quarterly basis, staff sign in sheet to track attendance of TOSA trainings 2. Student achievement data

Pacific Grove High and Community High School Site Actionable Initiatives

Strategy #2: Credibility and Communication	PGHS and PGCHS will use the Western Association of Schools and Colleges (WASC) accreditation process to increase the credibility, confidence, and integrity within the high school communities by fostering accountability.
Staff Responsible	Site administration, educators, site support staff, district staff
Metrics	<ul style="list-style-type: none"> • Various meetings to seek input from staff, students, and families
Progress Indicators	<ol style="list-style-type: none"> 1. PGHS will have its accreditation visit in March of 2023. PGCHS will have its accreditation visit in April of 2024.

Pacific Grove Adult School Site Actionable Initiatives

Strategy #3: Effective Communications	Increase messaging on several social media platforms to promote course offerings
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	<ul style="list-style-type: none"> · Collaborate with MPAEC Partners to advertise programs at each site · Bimonthly Adult Education Newsletter/Update to staff · Bimonthly certificated and classified staff meetings through ZOOM or In Person · Monthly “All Hands” meeting through ZOOM or In Person <p>Sharing Admin Google Calendar with Staff</p>
Staff Responsible	Admin and staff
Metrics	<ul style="list-style-type: none"> ● Increase enrollment in Adult Education classes ● Increase opportunities for community feedback to administration ● Increase opportunities to provide community pathway programs from Adult Education to Community College ● Increased collaboration and communication with community members will be measured by responses to surveys/phone logs/email correspondence and attendance rosters ● Higher understanding of programming for staff and how their role effects our program as a whole ● Increased awareness of admin schedule and planned activities throughout the month ● Increased collaboration and communication with community partners
Progress Indicators	
Progress Indicators	<ol style="list-style-type: none"> 1. Measured by increase in attendance every 10 weeks via ASAP (student information systems) 2. Measured by referrals to Community Colleges and MPAEC 3. Increased participation and feedback from staff

Student Services Actionable Initiatives	
<p>Strategy #2: The District will conduct Parent Education workshops and provide professional development to staff on various topics for students with disabilities, foster youth, and students experiencing homelessness</p>	<p>Parent workshops will be offered on a variety of topics which may include: IEP timelines, IEP process, IEP goals and accommodations, parent participation in IEP/504 meetings, 504 accommodations, IEP and 504 transition meetings, least restrictive environment, foster youth, students experiencing homelessness.</p> <p>Training will be provided on a monthly basis to special education staff and site leadership on a variety of topics which may include: Administration designee training, IEP timelines, IEP goals and accommodations, parent participation in IEP/504 meetings, 504 accommodations, IEP and 504 transition meetings, least restrictive environment, foster youth, students experiencing homelessness</p>
Staff Responsible	Director Yolanda Cork-Anthony , Special education staff
Progress Indicators	<ol style="list-style-type: none"> 1. Parent workshops- 2-3 meetings for 2023-24 (agenda, presentations, sign in sheets)

	<ol style="list-style-type: none"> 2. Site leadership/management meetings- 2-3 meetings for 2023-24 (agenda, presentations, sign in sheets) 3. Training for special education staff- monthly meetings- 2023-24 (agenda, presentations, sign in sheets)
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Curriculum and Instruction Actionable Initiatives	
Strategy #2: The district will implement a professional development plan that is data driven	<ul style="list-style-type: none"> - The district will use data from the Cultural Proficiency Human Relations needs assessment to identify professional development priorities related to cultural proficiency. - The district will use local and state assessment data to identify professional development priorities related to math and English Language Arts.
Staff Responsible	Director Roggeman in collaboration with staff.
Metrics	<ul style="list-style-type: none"> ● The district will use the CP Human Relations Needs Survey to chart our growth in areas identified as needs for professional development ● The district will show improvement in our CHKS student safety measures and the CORE SEL survey. ● The district will show cohort growth in math and English Language Arts across all grade levels
Progress Indicators	<ol style="list-style-type: none"> 1. Increase the percentage of “often” or “usually” responses by 10% in areas where professional development occurs. 2. 3% growth in CHKS student safety and connectedness data; 5% growth in CORE SEL healthy responses. 3. 5% cohort growth in math; 3% cohort growth in ELA.

Educational Technology and Information Technology Actionable Initiatives	
Strategy #2: March/April 2024	Expand 2023-24 district Technology Committee membership to include additional non-district employee parent representation.
Staff Responsible	Director Binder, Director Algaze
Metrics	<ul style="list-style-type: none"> ● District and site newsletters, website communication tools, social media posts
Progress Indicators	<ol style="list-style-type: none"> 1. Tech committee documentation (agendas, minutes) reflecting member input and participation, 2. Newsletter articles, contributions from PGTech. 3. PGTech-distributed parent survey results.

Human Resources Actionable Initiatives	
Strategy #2: Provide an annual report of the department’s accomplishments/activities.	Provide an annual update of the departments’ activities and how these are supporting the District’s mission and vision.
Staff Responsible	HR Dept/Admin

Metrics	<ul style="list-style-type: none"> • Various
Progress Indicators	1. Listing of activities/updates and services provided.

Board Goal 3 Credibility, Confidence, Communication Fiscal Solvency, Program, Services and Budget Alignment	
Forest Grove Elementary School Site Actionable Initiatives	
Strategy #4: Maintain a safe, clean and secure school environment	Forest Grove’s cultural proficiency team will work together to create professional development for staff to be shared at staff meetings in which challenges regarding diversifying curriculum & communication is the focus. Challenges for classroom teachers to implement that address our site cultural proficiency focus will be held.
Staff Responsible	Admin, Cultural Proficiency Team, All Staff
Metrics	<ul style="list-style-type: none"> • Increased collaboration and communication with cultural proficiency team and all staff
Progress Indicators	<ol style="list-style-type: none"> 1. Number of staff meetings: Cultural proficiency team will work with the district and site teams to develop 4 or more staff meetings where challenges regarding diversifying our curriculum/communication are addressed. 2. 5-6 cultural proficiency classroom challenges will be held in 90% of classrooms

Robert H. Down Elementary School Site Actionable Initiatives	
Strategy #4: Maintain a safe, clean, and secure school environment	RHD will strive to provide a safe environment for staff, students, and parents by meeting the goals set in the RHD Safe School Plan, update the plan each year, and add behavior data and response professional development for staff and parents.
Staff Responsible	Administration, Site Council, 5th grade teachers proctoring the SEL CORE and Healthy Kids surveys, 3rd & 4th grade teachers proctoring the SEL CORE surveys.
Metrics	<ul style="list-style-type: none"> • CA Healthy Kids Survey • CORE SEL Survey • RHD Parent Safety Meeting Participation rate • Circles of Caring Occuring in Each Classroom • Toolbox Tuesday Lessons Each Week in PE
Progress Indicators	<ol style="list-style-type: none"> 1. CA Healthy Kids results will reflect a 5% reduction in bullying behaviors and that RHD is perceived as a safe school to attend, work at, and to send a student. 2. CORE SEL Surveys will reflect a 5% increase from 2022-2023 results in students’ overall healthy perceptions. 3. Grades Kindergarten-5 will have continuing anti-bullying messages provided throughout the year with Circle of Caring meetings in classrooms, Toolbox Tuesday lessons in PE, and classroom discussions with the principal. CA Healthy Kids bullying questions will have 10% reduction in School Plan for

	<p>Student Achievement (SPSA) Page 44 of 70 Robert Down Elementary School Metric/Indicator Baseline/Actual Outcome Expected Outcome Stop, Walk, and Talk posters provided throughout RHD building. CA Healthy kids responses provided 11-22% reduction in bullying questions. responses of bullying occurrences.</p>
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Pacific Grove Middle School Site Actionable Initiatives

Strategy # 3: Social Emotional	<p>Through several staff training opportunities on Restorative Practices, Open Parachute SEL curriculum, and the Advisory School Climate Committee, we will focus on improving our School Connectedness by 10% as measured on the California Healthy Kids Survey comparing the 2022/23 scores with the 2023/24 school year.</p>
Staff Responsible	<p>Administration, staff, Tosa, counseling department, Advisory Committee</p>
Metrics	<ul style="list-style-type: none"> ● CalHope Funding for Open Parachute curriculum, Advisory School Climate committee no funds necessary (adjunct duty)
Progress Indicators	<ol style="list-style-type: none"> 1. California Healthy Kids Survey, CoreSEL survey results, Olweus Survey Results, PGMS Student Inclusivity survey results, counseling referrals, disciplinary referrals and attendance rates

Pacific Grove High and Community High School Site Actionable Initiatives

Strategy #3: Fiscal Solvency	<p>Develop a master schedule that takes into consideration the needs of various stakeholders, including students, teachers, administrators, and the budget (FTE). A balanced and fiscally responsible master schedule is important to ensure efficient use of resources, provide equal opportunities for students, and maintain financial stability within the school/district.</p>
Staff Responsible	<p>Site administration in collaboration with the Director of Human Resources, site counselors, and teachers.</p>
Metrics	<ul style="list-style-type: none"> ● Course requests. FTE allotment.
Progress Indicators	<ol style="list-style-type: none"> 1. Balanced master schedule that maximizes FTE

Pacific Grove Adult School Site Actionable Initiatives

Strategy #4: Safety	<ul style="list-style-type: none"> ● Provide Big 5 training to site personnel ● Develop, submit and maintain school site safety plan relevant to CSSP guidelines ● Conduct site safety survey and walkthrough with Kimball and Associates to ensure campus safety, and inform staff of current protocols ● Maintain close partnership with local law enforcement and district School Resource Officer in order to provide for a safe environment.
Staff Responsible	<p>Barbara Martinez</p>

Metrics	<ul style="list-style-type: none"> Site safety plans approved (by District Admin) and sent to the Monterey County Office of Education March 01, 2024 By August 30, 2023 all school site staff to be trained in BIG FIVE Emergency Response Protocols. Provide site specific Big 5 training and participate in school site safety drills
Progress Indicators	1. Attendance verified for safety professional development

Student Services Actionable Initiatives

Strategy #3: Fiscal Solvency	Ensure that Special Education expenditures for staffing, materials and supplies do not exceed allocations for the 2023-24 school year .
Staff Responsible	Director Cork- Anthony working in collaboration with the Fiscal Department
Metrix	<ul style="list-style-type: none"> Student Services budget spreadsheets
Progress Indicators	<ol style="list-style-type: none"> Director Cork- Anthony to use Escape and spreadsheet to track monthly expenditures. Monthly meeting with the Fiscal Department to align the Student Services spreadsheet with fiscal information(expenditures, resource/object codes)

Curriculum and Instruction Actionable Initiatives

Strategy #3: The curriculum website will be employed to deliver timely, relevant, and accurate information.	<ul style="list-style-type: none"> The curriculum department will regularly add resources to deliver timely, relevant, and accurate cultural proficiency information. The curriculum department will redesign its website to make information easily accessible for the public to maintain transparency and inform the public.
Staff Responsible	Director Roggeman working in collaboration with district staff
Metrics	<ul style="list-style-type: none"> We will measure the number of views that our video and podcast content receive. We will complete the redesign of our website by the end of November, 2023.
Progress Indicators	<ol style="list-style-type: none"> Video and podcast content will receive 100 views/listens. 100% of the redesign will be complete.

Educational Technology and Information Technology Actionable Initiatives

Strategy #3: Measure A	Ensure technology expenditures do not exceed biannual Measure A spending allocation and are aligned with the district’s long term technology budget development process.
Staff Responsible	Director Binder, Director Algaze
Metrics	<ul style="list-style-type: none"> Measure A Expenditure Lists June/July 2024, \$100k Remaining ESSR funds. Measure D
Progress Indicators	1. Spreadsheet tracking expenditures including purpose category and location

	<ol style="list-style-type: none"> 2. Regular meetings with business office staff to confirm spending is not exceeding allocated funds 3. Obtaining feedback from Technology Committee to ensure expenditures are meeting the goals of the organization and sites 4. Provide status/progress reports to the Board and school community at regularly scheduled public meetings and staff meetings.
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Human Resources Actionable Initiatives	
Strategy #3:	
Collaborate with all internal stakeholders to identify issues early on and maintain District fiscal health	<p>Work with the Business office team to identify potential risks of insolvency or fiscal issues early on and address these timely (impacts and effects of collective bargaining agreements).</p> <p>Work with site administrators early on to accurately identify staffing needs.</p>
Staff Responsible	HR/Leadership Team/Business Team
Metrics	
Progress Indicators	<ol style="list-style-type: none"> 1. Regular meetings with the Business Team and admin to monitor and analyze enrollment and determine staffing needs. 2. Compliance with public disclosures of collective bargaining agreements prior to board approval.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: 2023 State Testing Results

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board receive the following information about the 2023 state testing results for Pacific Grove Unified School District.

BACKGROUND:

All California schools annually assess their students in English language arts and mathematics, using the Smarter Balanced Assessment Consortium (SBAC) exam to measure students' progress and performance. The California Science Test (CAST) is given to students in fifth grade, eighth grade, and to either juniors or seniors in high school. Additionally, the district's emerging bilingual students take the English Language Proficiency Assessments of California (ELPAC) summative assessment each Spring. These assessment results are one criterion that determine if a student is ready to be declared fluent English proficient.

INFORMATION:

Last Spring's SBAC tests in English language arts and mathematics marked the second administration of state tests since we returned to school after the pandemic. While 2022's testing provided a baseline end of year data point for our students coming out of the pandemic, the 2023 results showed that the effects of the pandemic cannot be remedied in a single year. Through the tireless work of our certificated and classified classroom staff, most of our students maintained the performance levels from the previous year. When compared to statewide and countywide results, this is no small feat. As always, state testing results represent a single snapshot at the end of an academic year. To get a more accurate view of a student's mastery of subject matter, multiple measures must be considered to develop an accurate assessment of student progress.

An analysis of this year's data shows that Pacific Grove Unified School District's testing results continue to be among the highest in Monterey County. With 70.03% of students meeting or exceeding the grade level standard in English language arts, we rank second countywide. We also rank second among school districts in Monterey County in math with 56.88% meeting or exceeding grade level standards.

During the board meeting, the curriculum department will provide the following reports:

1. An analysis of the performance of our targeted student populations in the various subjects tested. These populations include economically disadvantaged youth, Hispanic students, English learners, reclassified fluent English proficient (RFEP) students, and our students with disabilities.

2. A grade-by-grade comparison of testing results from 2019, 2022, and 2023. We include English language arts, mathematics, and science in this comparison.
3. An analysis of the performance of the students at our two elementary schools.
4. A comparison of our 2021, 2022 and 2023 ELPAC scores.

Our presentation will also include testing results from Monterey County and California's statewide performance.

FISCAL IMPACT:

This item has no fiscal impact. This data will be used as one factor in determining the allocation of district resources.



2023 PGUSD State Testing Results

Buck Roggeman
 Director of Curriculum & Special Projects
 broggeman @pgusd.org
 October 6, 2022

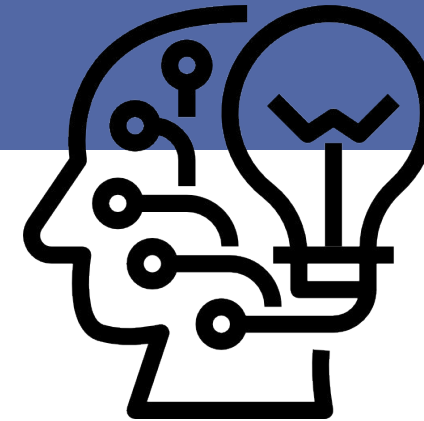
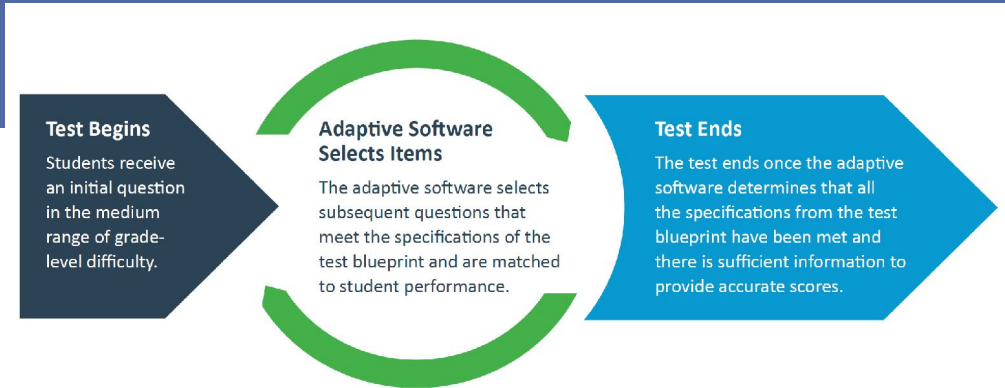




The Assessments

- SBAC English Language Arts (grades 3-8, 11)
- SBAC Mathematics (grades (3-8, 11)
- California Science Test (grades 5, 8, 11/12)
- ELPAC (all English learners)

SBAC ELA & Math



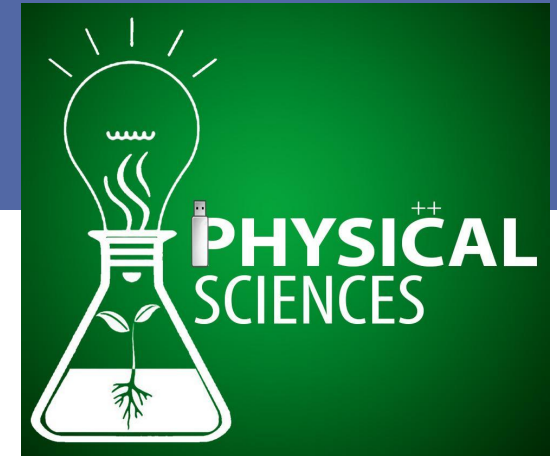
Computer Adaptive Test

- Students receive a medium range question
- Adaptive software adjusts based on response
- Student response levels used to calculate progress toward standard

Performance Task

- Students given a task – written response or multi-step math task
- Requires more complex thinking
- Assesses multiple standards

California Science Test



Next Generation Science Standards

- Measures what students know and can do using NGSS
- Focuses on concepts found in life science, earth and space science, and physical science.

Test Format

- Computer adaptive test
- 2-3 performance tasks

English Language Proficiency Assessments of California

What Does the ELPAC Test?

The ELPAC tests four different domain areas:

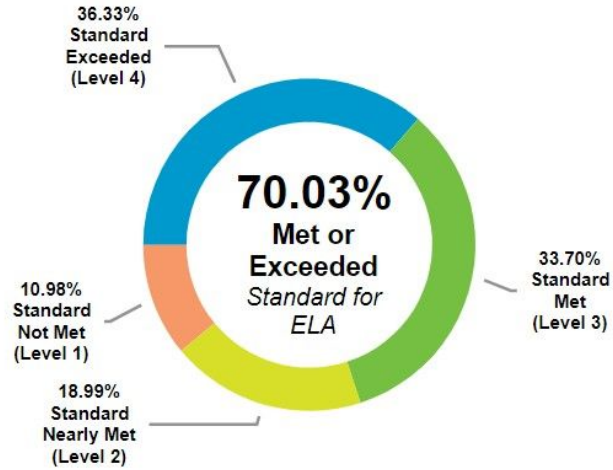


Estimated Testing Time	Grade K-2	Grades 3-8
Listening	25 minutes	35 minutes
Reading	15-20 minutes	45 minutes
Writing	10 minutes	45 minutes
Speaking	10-15 minutes	15 minutes
Total Testing Time	60 - 70 minutes	85 - 110 minutes

Overall 2022-2023 (912 students)

ELA

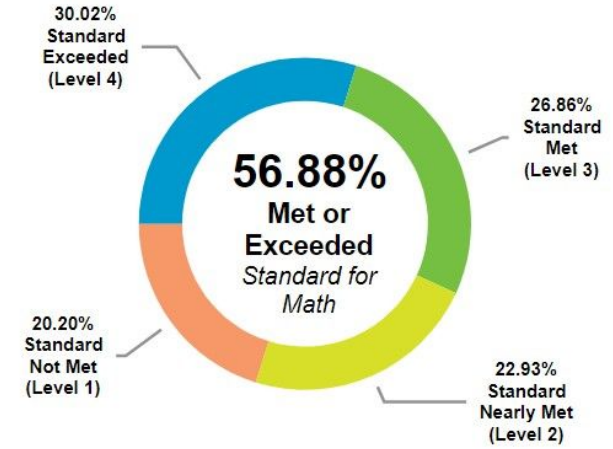
Percent of students within each achievement level



[VIEW ELA DETAILED TEST RESULTS](#)

Mathematics

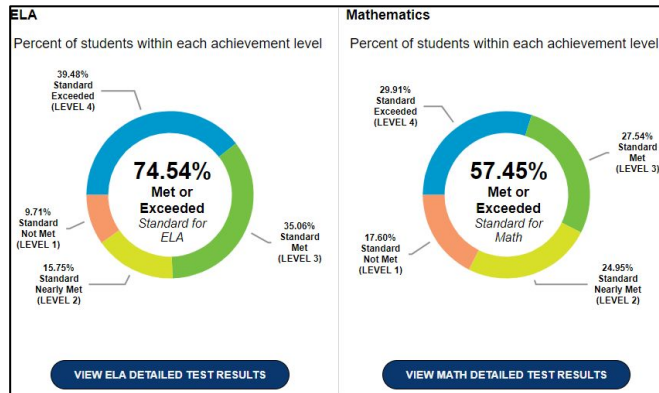
Percent of students within each achievement level



[VIEW MATH DETAILED TEST RESULTS](#)

INFORMATION/DISCUSSION F

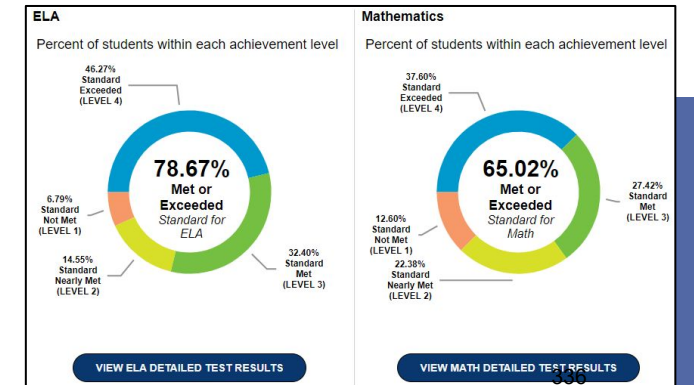
Overall 2021-2022 (927 students)



[VIEW ELA DETAILED TEST RESULTS](#)

[VIEW MATH DETAILED TEST RESULTS](#)

Overall 2018-2019 (1,032 students)



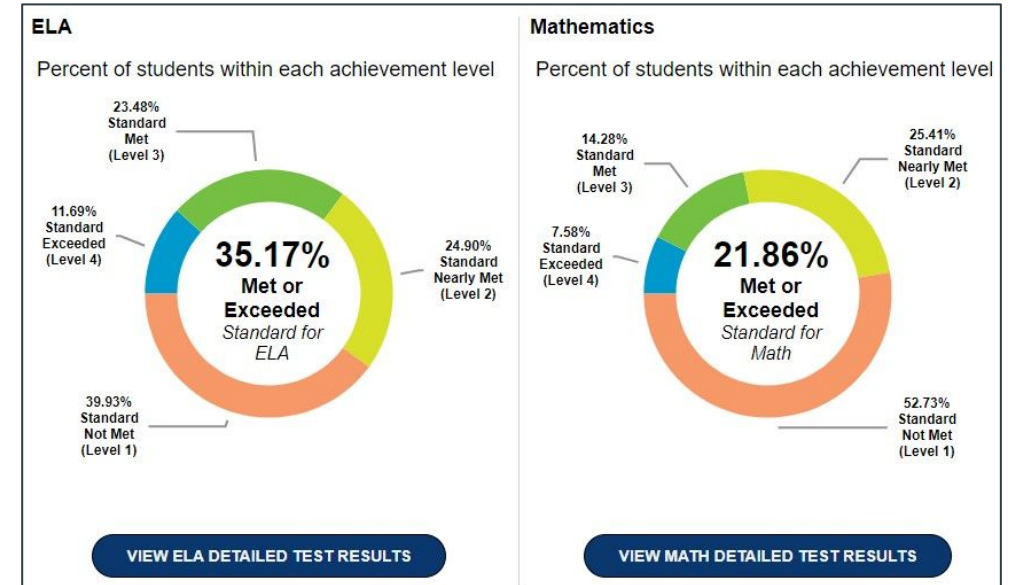
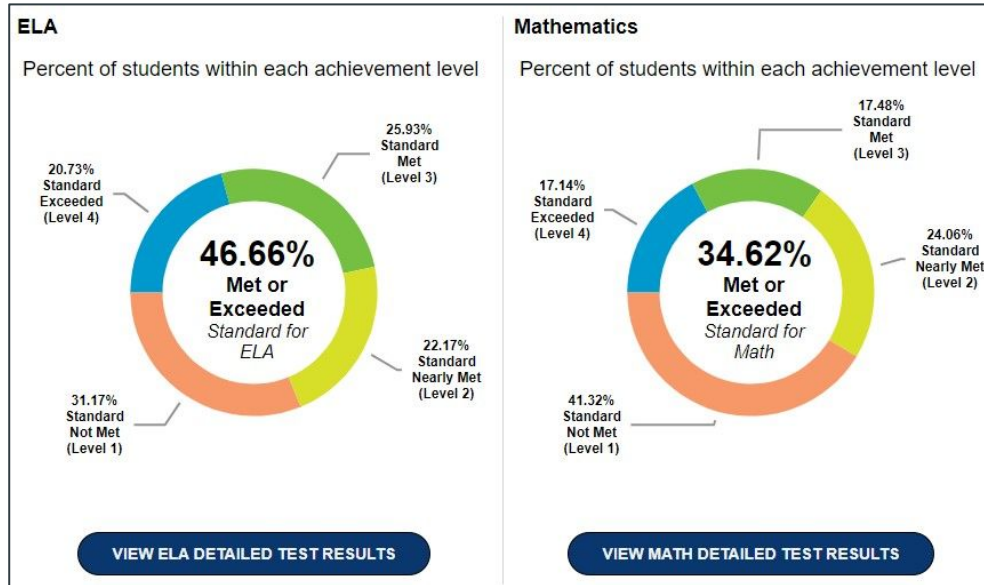
[VIEW ELA DETAILED TEST RESULTS](#)

[VIEW MATH DETAILED TEST RESULTS](#)

State & County 2022-2023 Overall

California

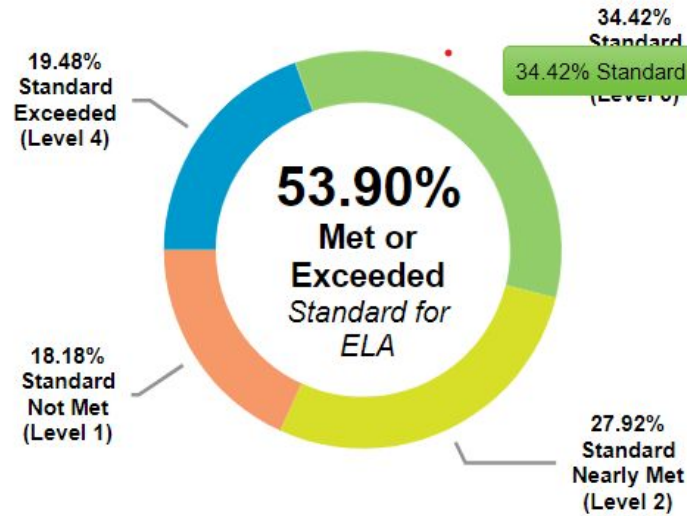
Monterey County



SED Youth 2022-2023 (154 students)

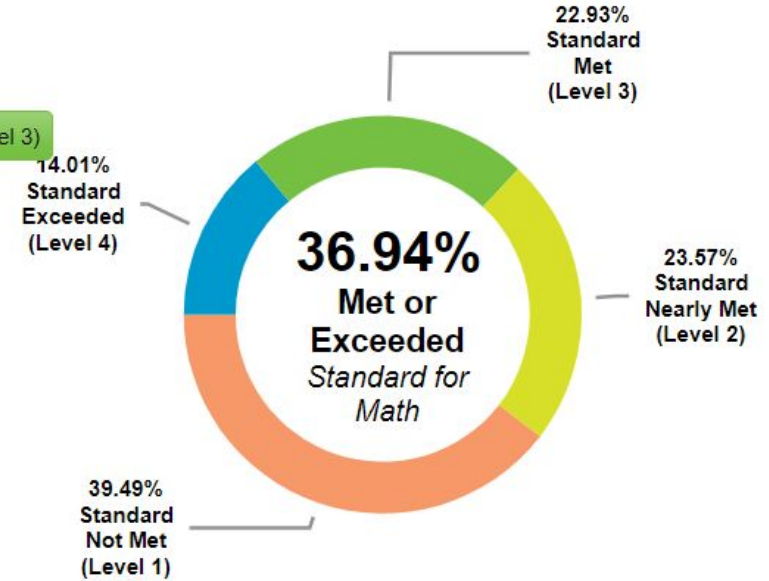
ELA

Percent of students within each achievement level



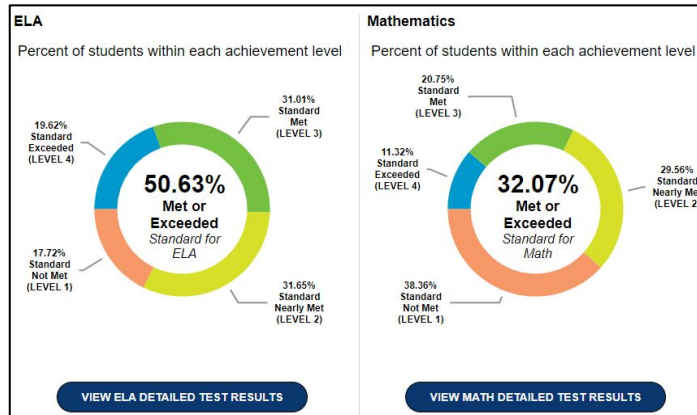
Mathematics

Percent of students within each achievement level

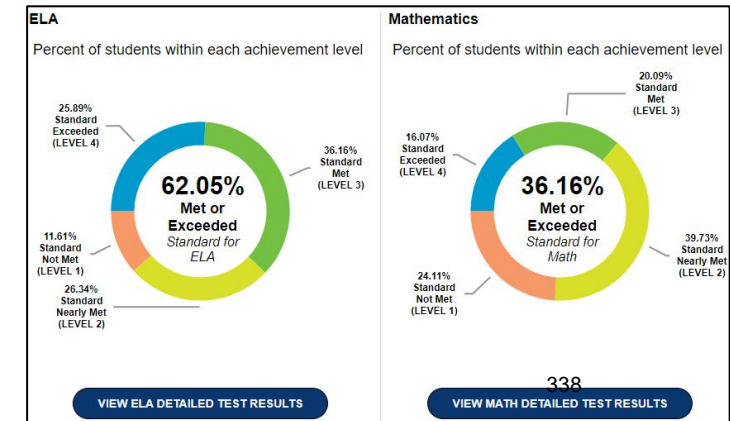


INFORMATION/DISCUSSION F

SED Youth 2021-2022 (158 students)



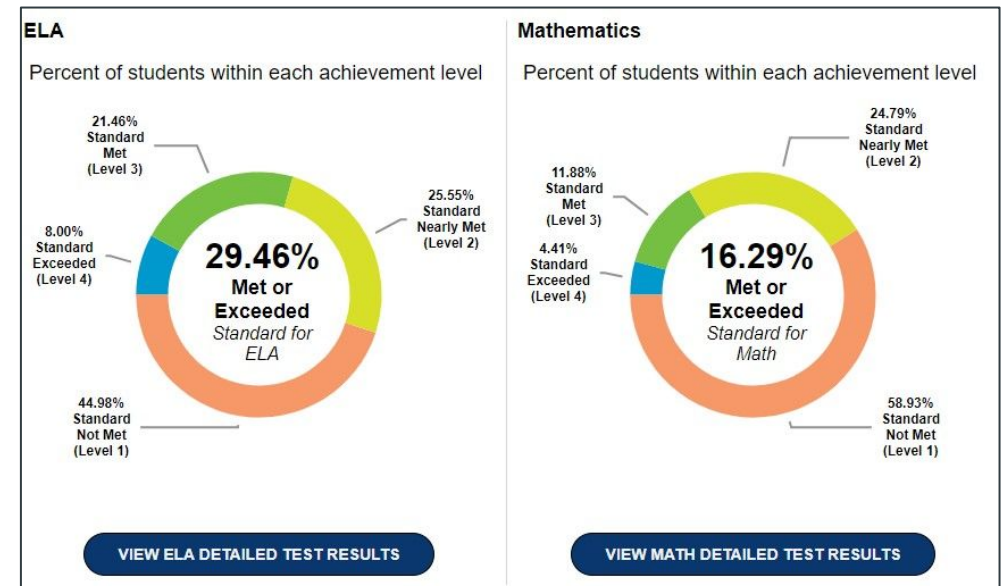
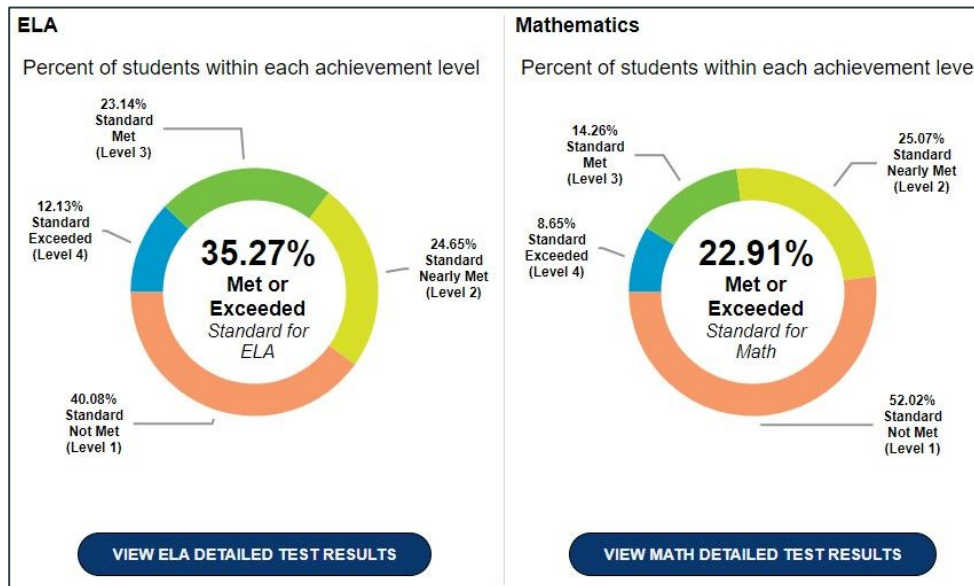
SED Youth 2018-2019 (224 students)



State & County 2022-2023 SED

California

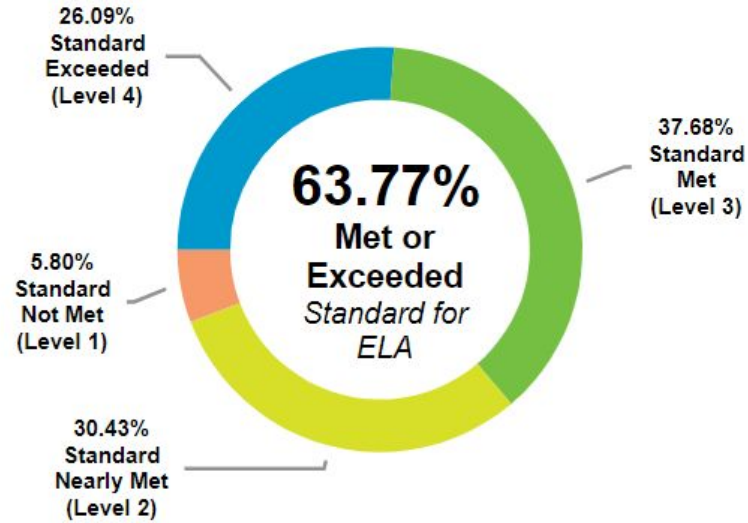
Monterey County



Hispanic 2022-2023 (188 students)

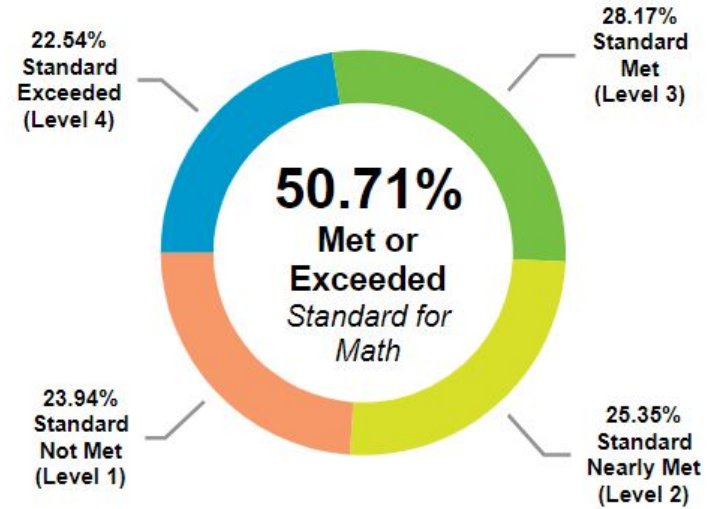
ELA

Percent of students within each achievement level



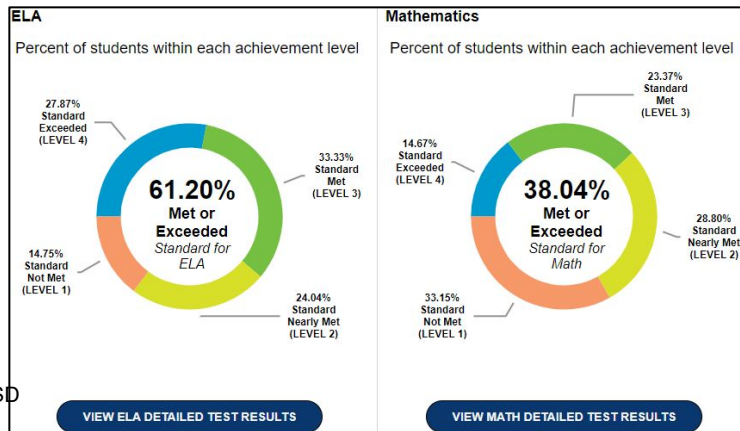
Mathematics

Percent of students within each achievement level

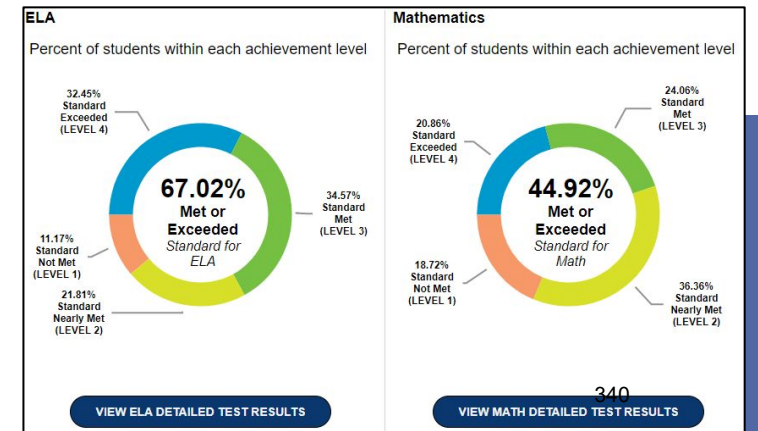


INFORMATION/DISCUSSION F

Hispanic Students 2021-2022 (184 students)



Hispanic Students 2018-2019 (188 students)



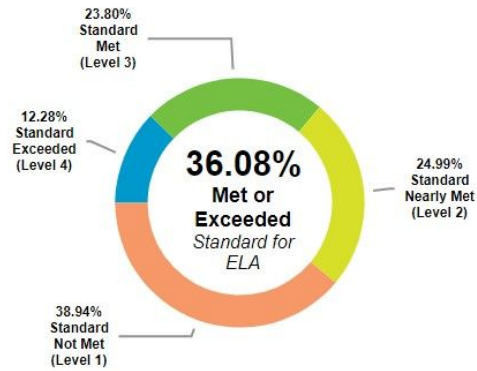
State & County 2022-2023 Hispanic

California

Monterey County

ELA

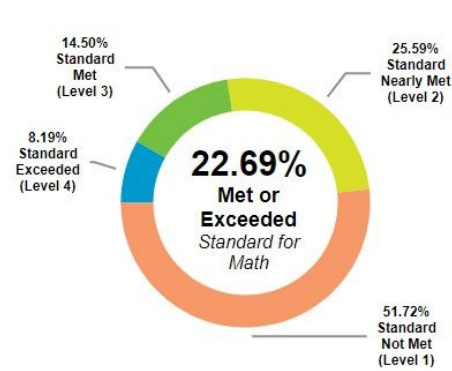
Percent of students within each achievement level



[VIEW ELA DETAILED TEST RESULTS](#)

Mathematics

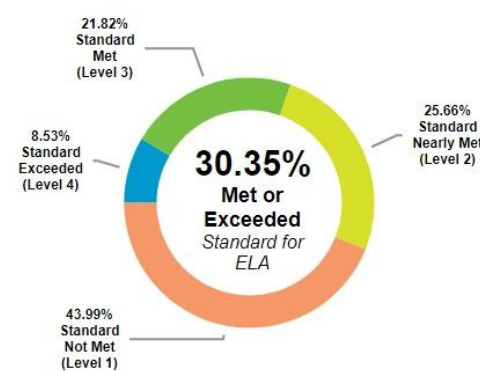
Percent of students within each achievement level



[VIEW MATH DETAILED TEST RESULTS](#)

ELA

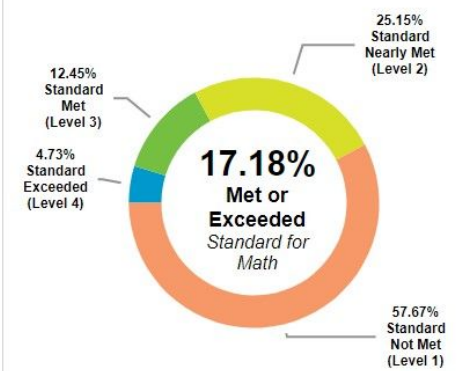
Percent of students within each achievement level



[VIEW ELA DETAILED TEST RESULTS](#)

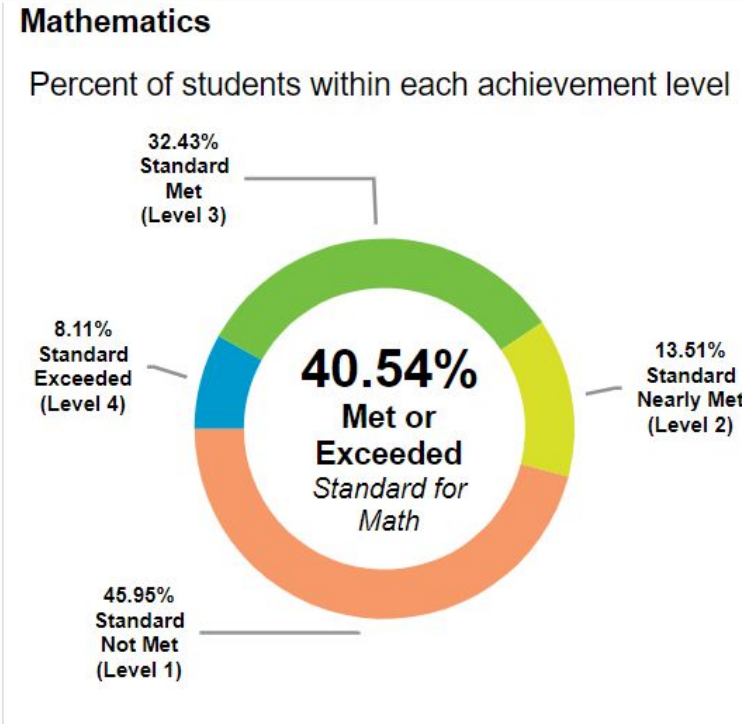
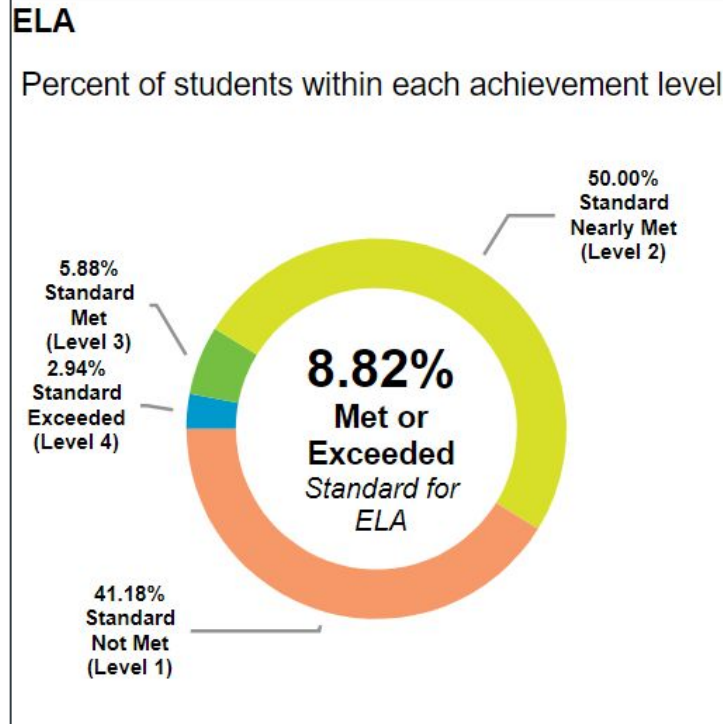
Mathematics

Percent of students within each achievement level

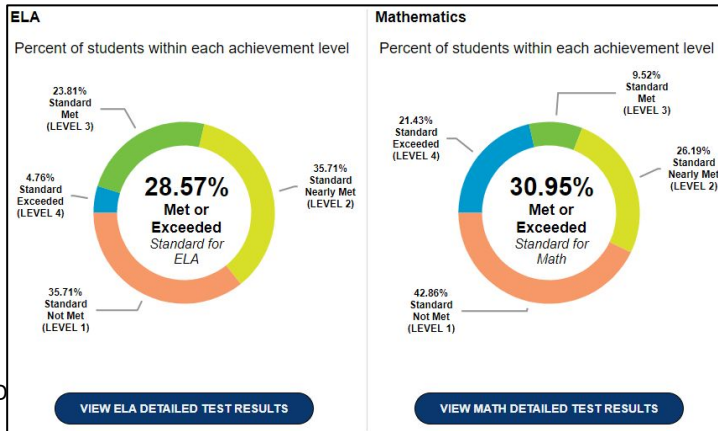


[VIEW MATH DETAILED TEST RESULTS](#)

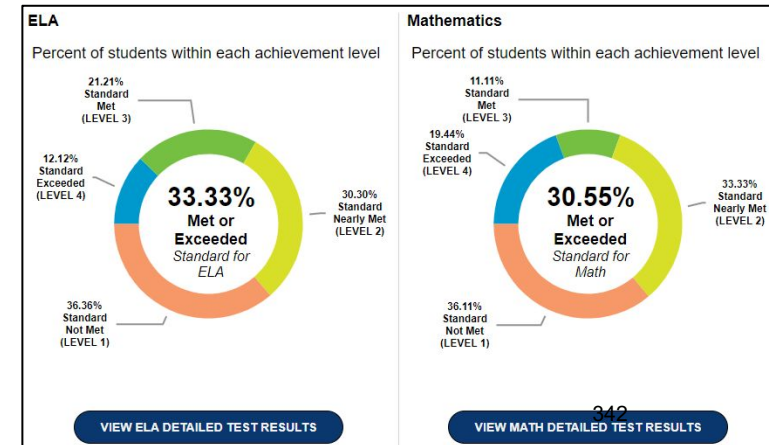
English Learners 2022-2023 (34 students)



English Learners 2021-2022 (42 students)



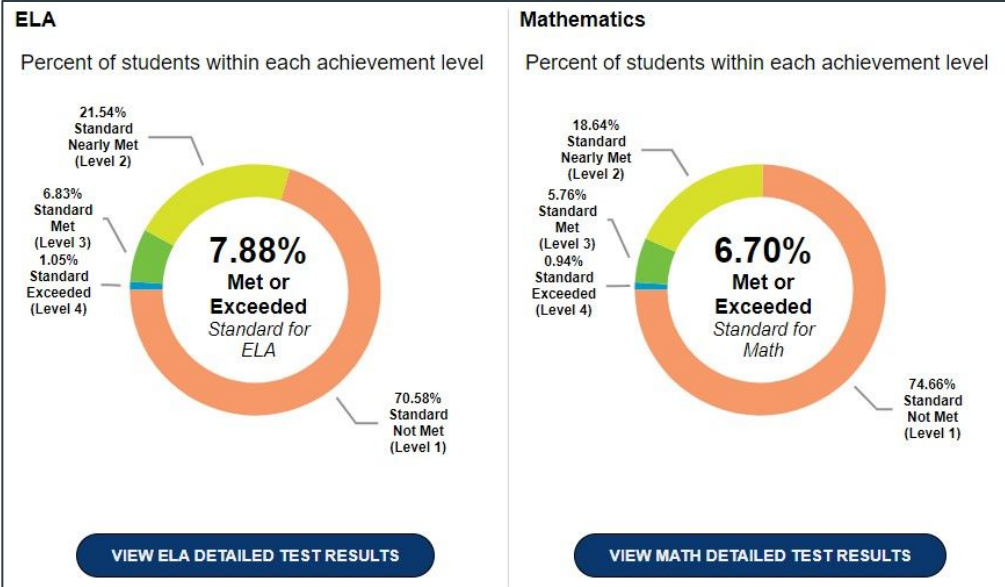
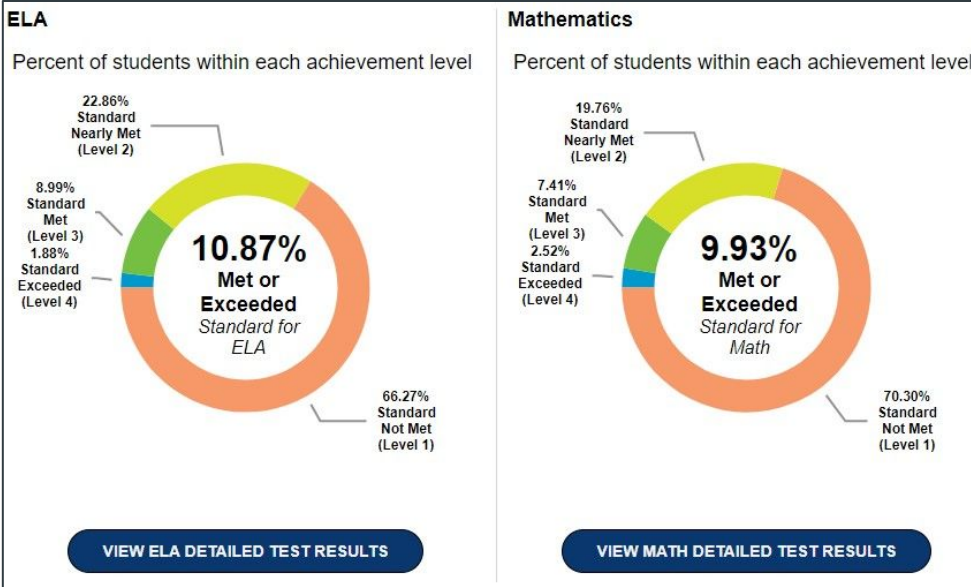
English Learners 2018-2019 (36 students)



State & County 2022-2023 English Learners

California

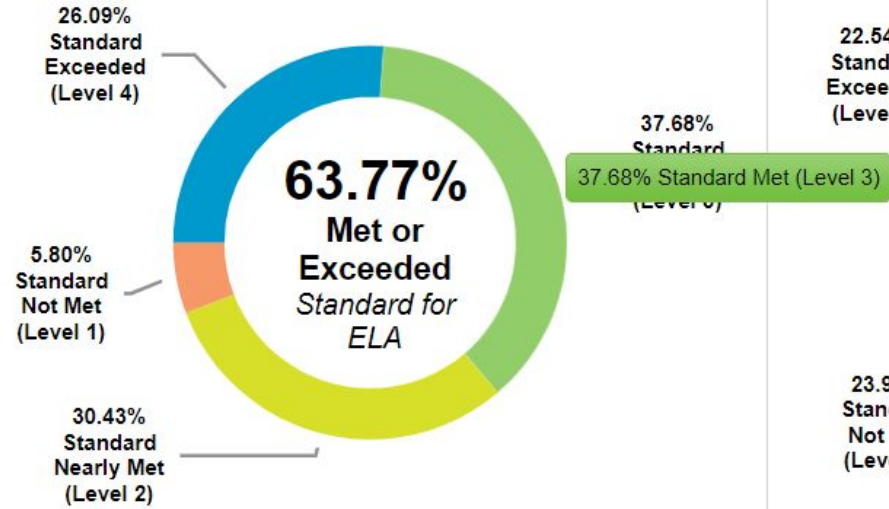
Monterey County



RFEP 2022-2023 (71 students)

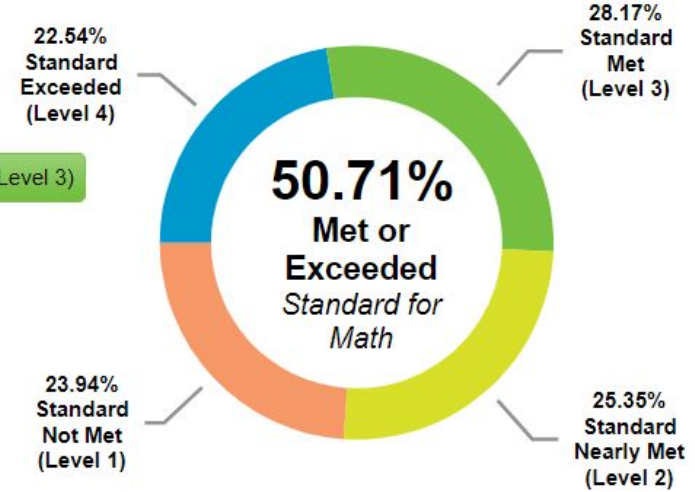
ELA

Percent of students within each achievement level



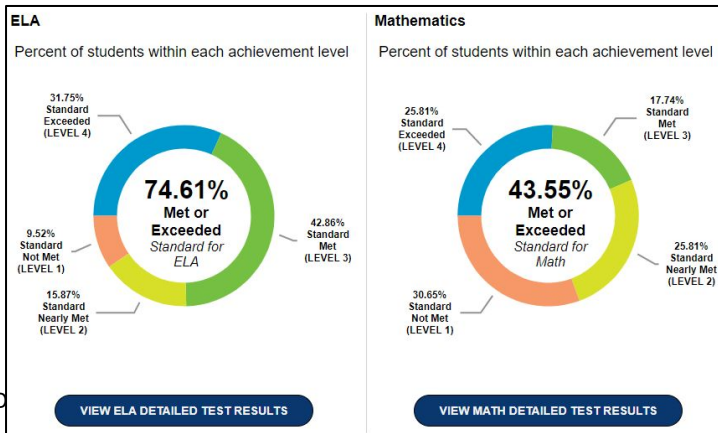
Mathematics

Percent of students within each achievement level

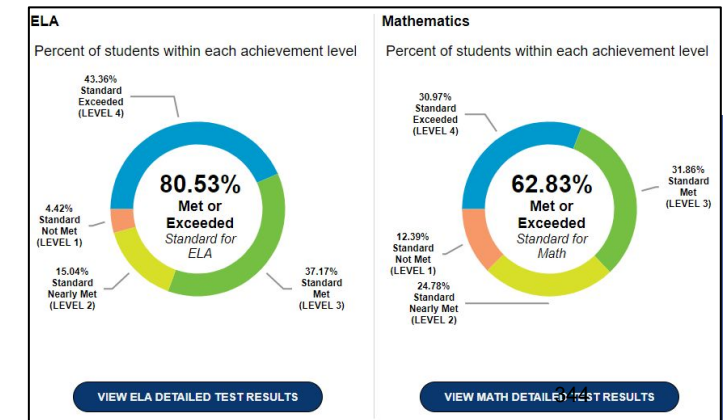


INFORMATION/DISCUSSION F

Reclassified FEP 2021-2022 (63 students)



Reclassified FEP 2018-2019 (113 students)

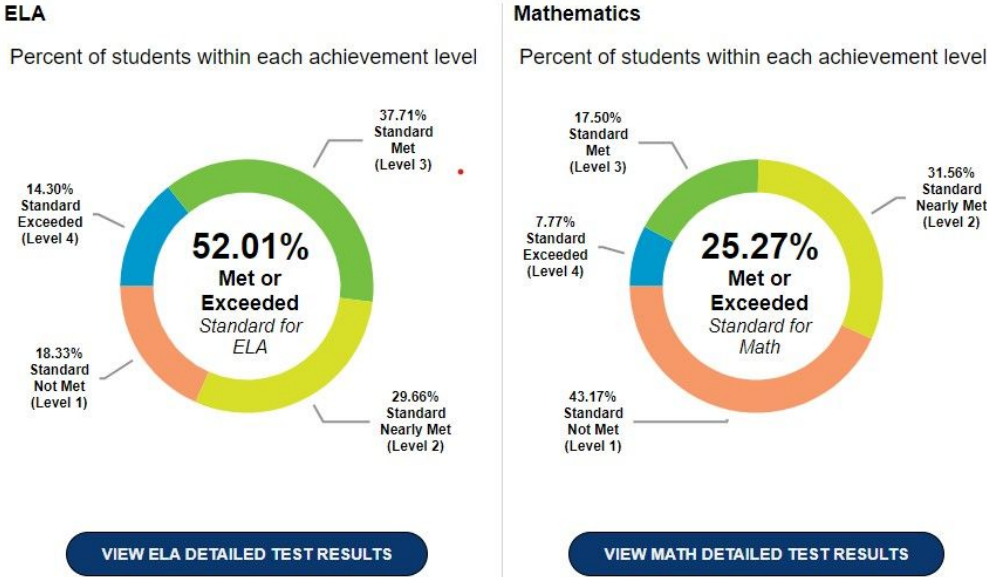
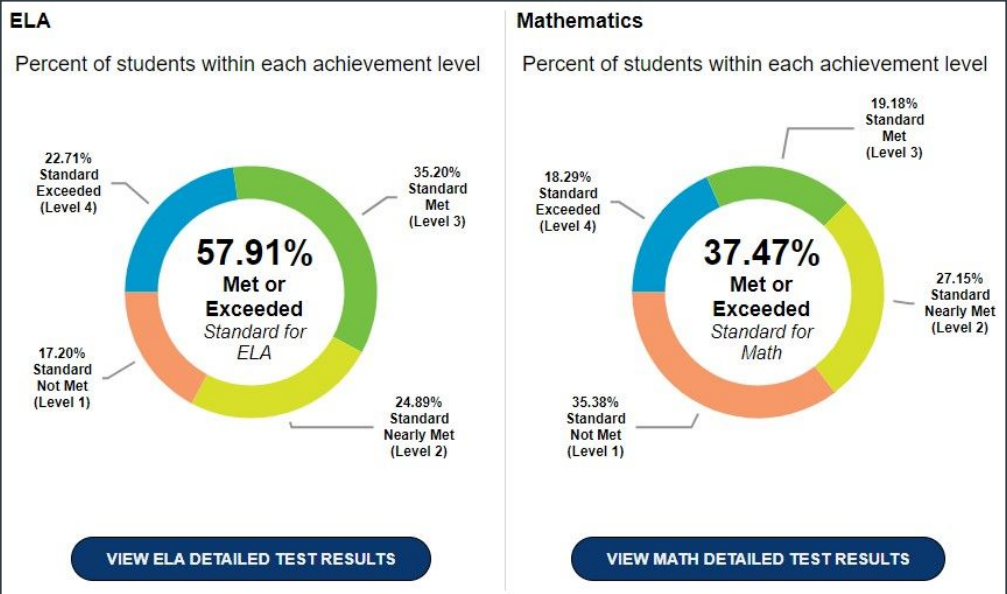


Regular Meeting of October 26, 2023

State & County 2022-2023 RFEP

California

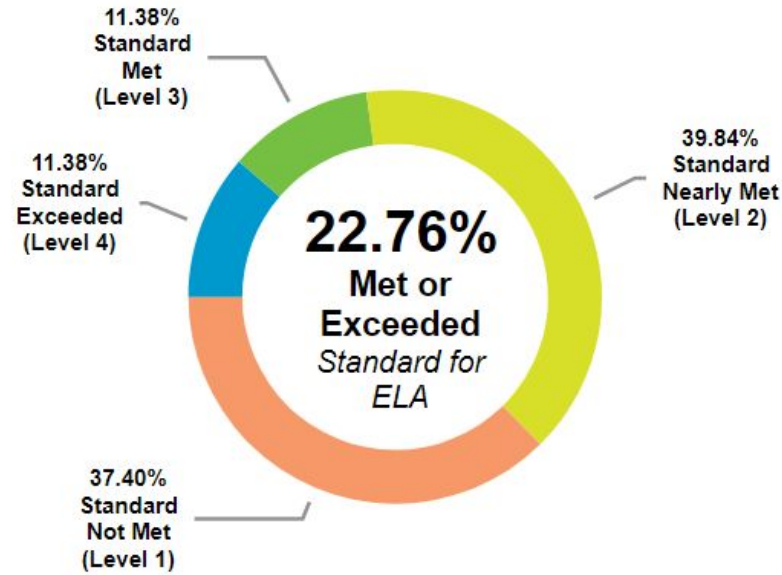
Monterey County



Students with Disabilities 2022-2023 (123 students)

ELA

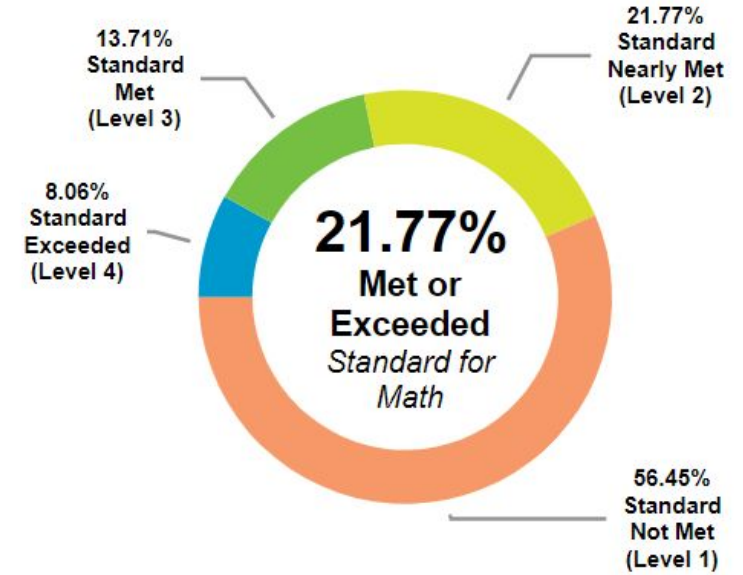
Percent of students within each achievement level



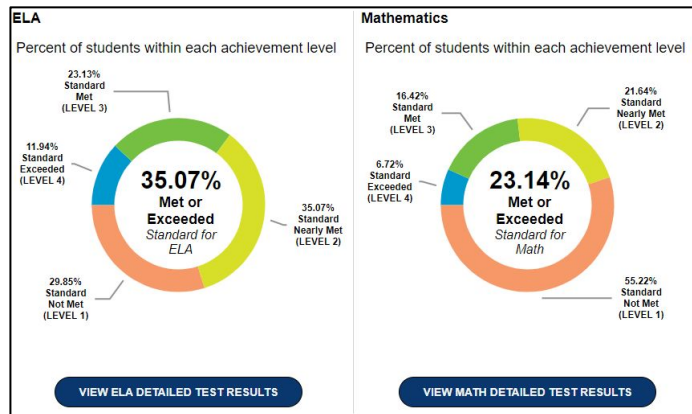
Mathematics

INFORMATION/DISCUSSION F

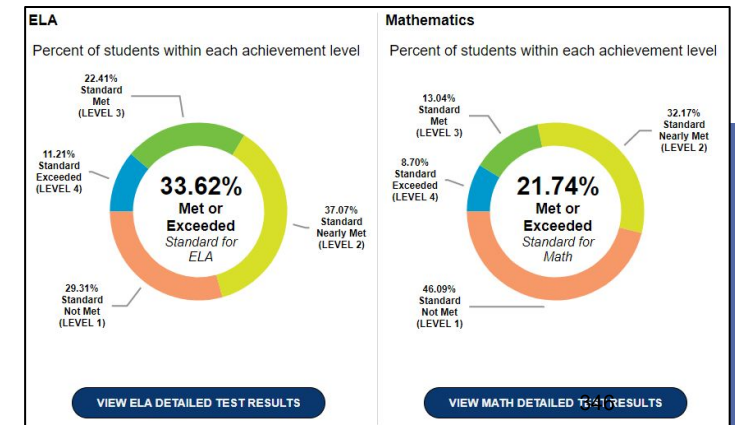
Percent of students within each achievement level



Students with Disabilities 2021-2022 (134 students)



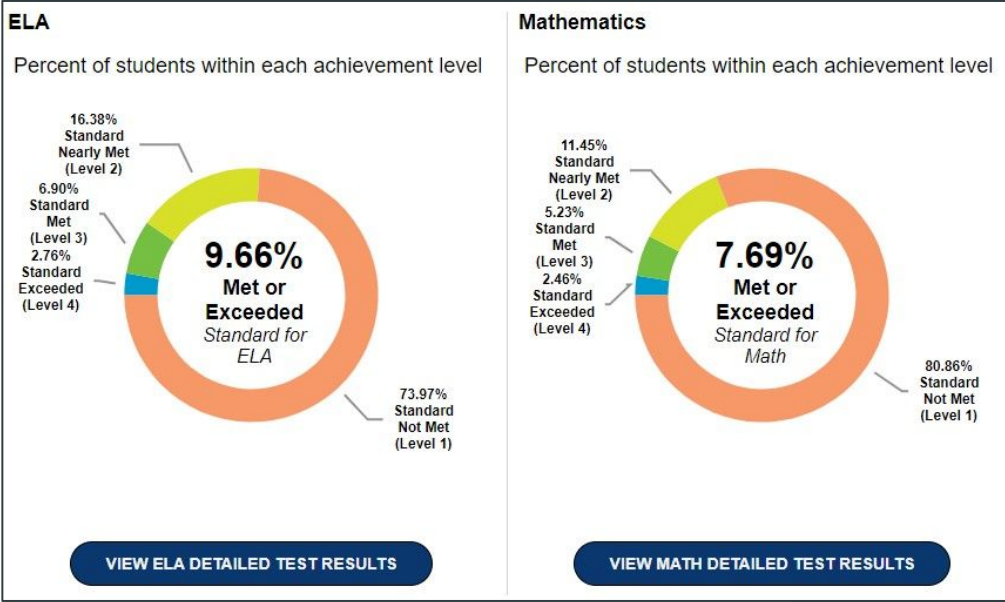
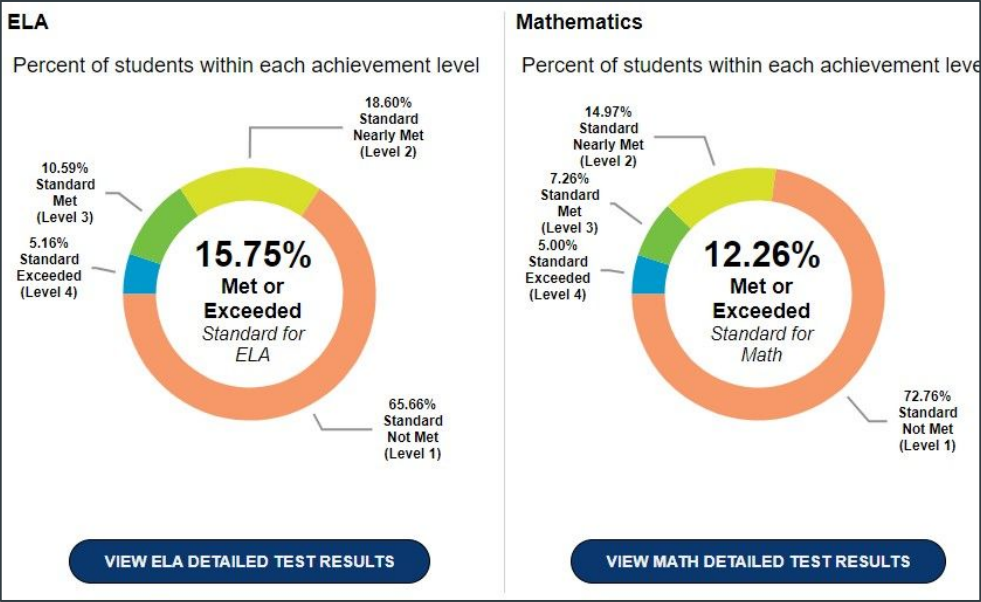
Students with Disabilities 2018-2019 (116 student)



State & County 2022-2023 SWD

California

Monterey County



PGUSD ELA Comparison 2019/2022/2023

Grade	Year	Students Tested	Did Not Meet Standard	Nearly Met Standard	Met Standard	Exceeded Standard	Met + Exceeded
3	2018-19	130	6%	23%	22%	47%	69%
3	2021-22	129	14%	14%	24%	45%	69%
3	2022-23	137	11%	22%	26%	41%	67%
4	2018-19	152	10%	14%	25%	50%	75%
4	2021-22	139	10%	16%	23%	49%	72%
4	2022-23	133	22%	10%	28%	40%	68%
5	2018-19	128	10%	11%	31%	46%	77%
5	2021-22	144	9%	13%	36%	40%	76%
5	2022-23	128	13%	16%	32%	39%	71%
6	2018-19	174	2%	12%	40%	44%	84%
6	2021-22	133	9%	22%	41%	26%	67%
6	2022-23	149	4%	23%	33%	40%	73%
7	2018-19	140	3%	11%	45%	40%	85%
7	2021-22	136	5%	16%	47%	30%	77%
7	2022-23	138	12%	21%	41%	26%	67%
8	2018-19	159	4%	18%	37%	38%	75%
8	2021-22	123	8%	14%	41%	35%	76%
8	2022-23	122	7%	24%	42%	27%	69%
11	2018-19	150	11%	10%	22%	56%	78%
11	2021-22	123	9%	11%	30%	48%	78%
11	2022-23	105	7%	16%	36%	41%	77%

Regular Meeting of October 26, 2023

PGUSD Math Comparison 2022-2023

Grade	Year	Students Tested	Did Not Meet Standard	Nearly Met Standard	Met Standard	Exceeded Standard	Met + Exceeded
3	2018-19	130	9%	20%	29%	41%	70%
3	2021-22	129	10%	17%	34%	37%	71%
3	2022-23	138	12%	12%	41%	35%	76%
4	2018-19	154	7%	26%	34%	31%	65%
4	2021-22	139	9%	25%	35%	29%	64%
4	2022-23	133	10%	27%	31%	32%	63%
5	2018-19	126	15%	19%	23%	41%	64%
5	2021-22	144	20%	27%	26%	26%	52%
5	2022-23	128	23%	27%	21%	29%	50%
6	2018-19	173	12%	21%	27%	38%	65%
6	2021-22	133	19%	32%	21%	26%	47%
6	2022-23	150	15%	25%	27%	33%	60%
7	2018-19	141	10%	29%	25%	34%	59%
7	2021-22	134	20%	26%	24%	28%	52%
7	2022-23	138	22%	26%	25%	27%	52%
8	2018-19	158	14%	22%	18%	44%	62%
8	2021-22	123	20%	26%	21%	31%	52%
8	2022-23	124	33%	21%	18%	28%	46%
11	2018-19	151	19%	15%	32%	31%	63%
11	2021-22	124	24%	16%	28%	30%	58%
11	PGUSD 2022-23	105	31%	22%	24%	23%	47%

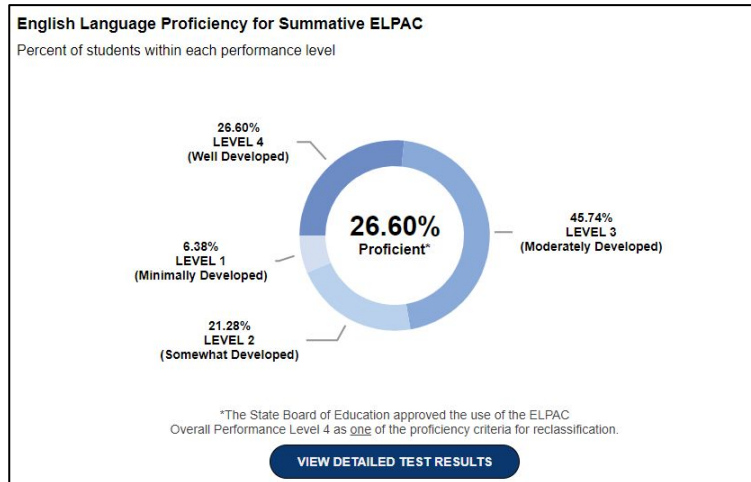
Regular Meeting of October 26, 2023

PGUSD Science Comparison 2019/2022/2023

Grade	Year	Students Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Met + Exceeded
5	2018-19	126	4%	38%	28%	27%	55%
5	2021-22	144	5%	34%	40%	18%	58%
5	2022-23	130	6%	35%	35%	28%	58%
8	2018-19	161	3%	35%	34%	27%	61%
8	2021-22	122	4%	35%	36%	24%	60%
8	2022-23	125	5%	39%	34%	22%	56%
11	2018-19	152	5%	45%	31%	17%	48%
12	2018-19	130	7%	53%	26%	13%	39%
12	2021-22	118	5%	39%	38%	16%	54%
11	2022-23	104	3%	46%	40%	11%	51%
12	2022-23	118	4%	38%	40%	18%	58%

Summative ELPAC Results 2021-2022 (94 students tested)

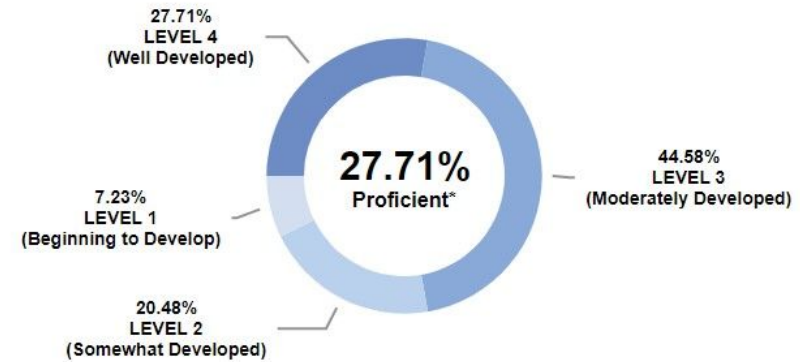
Summative ELPAC Results 2021-2022 (94 students tested)



English Language Proficiency for Summative ELPAC

Percent of students within each performance level

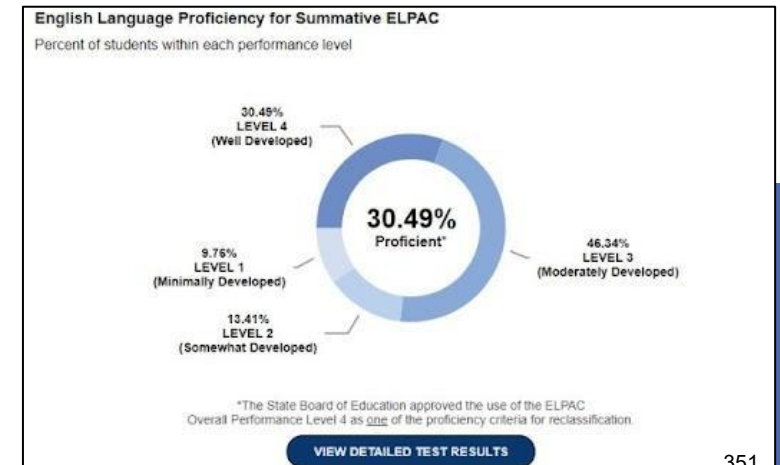
INFORMATION/DISCUSSION F



*The State Board of Education approved the use of the ELPAC Overall Performance Well Developed as one of the proficiency criteria for reclassification.

[VIEW DETAILED TEST RESULTS](#)

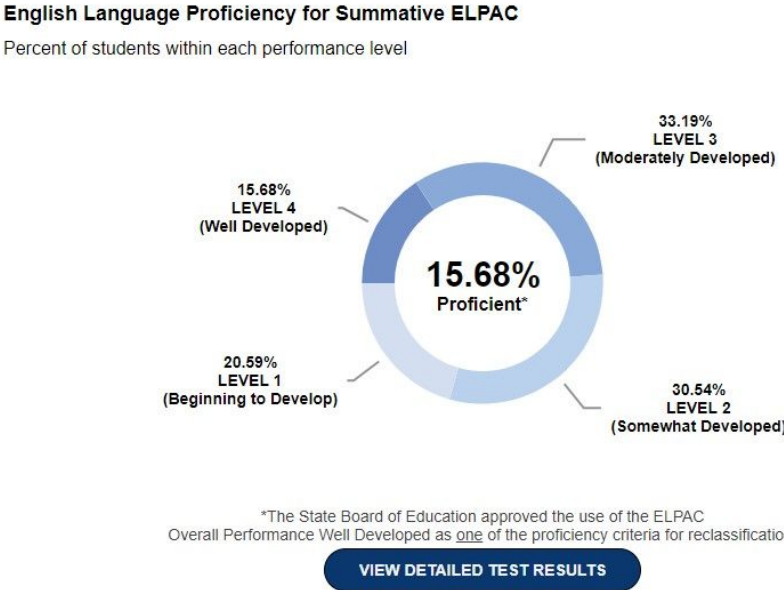
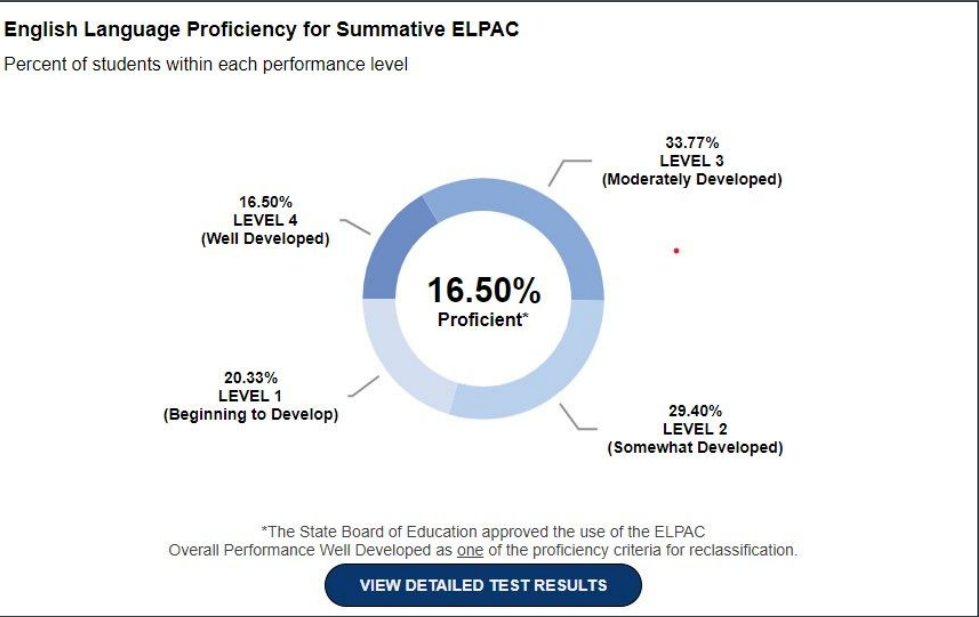
Summative ELPAC Results 2018-19 (82 students tested)



State & County 2022-2023 ELPAC

California

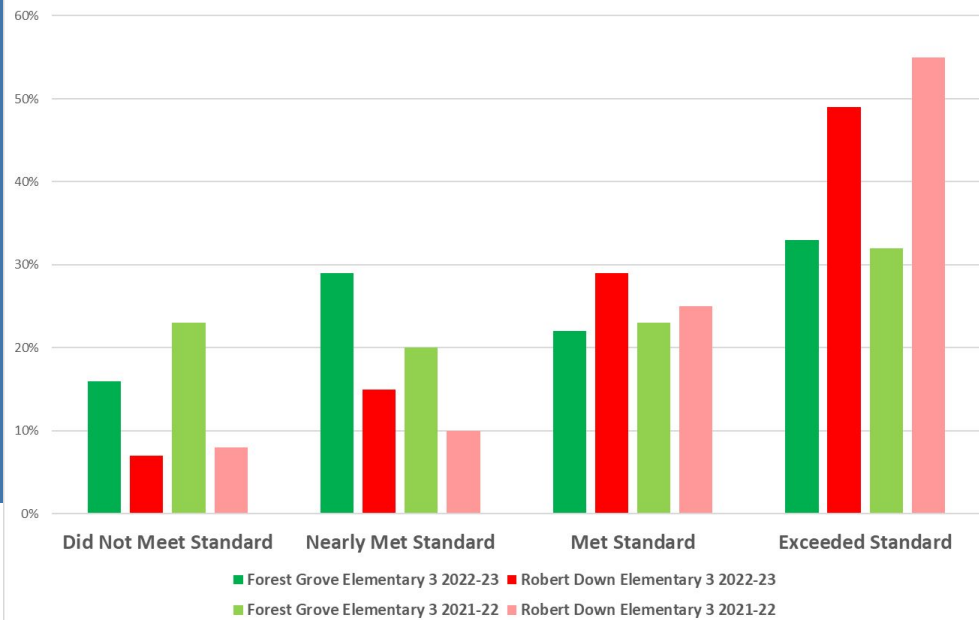
Monterey County



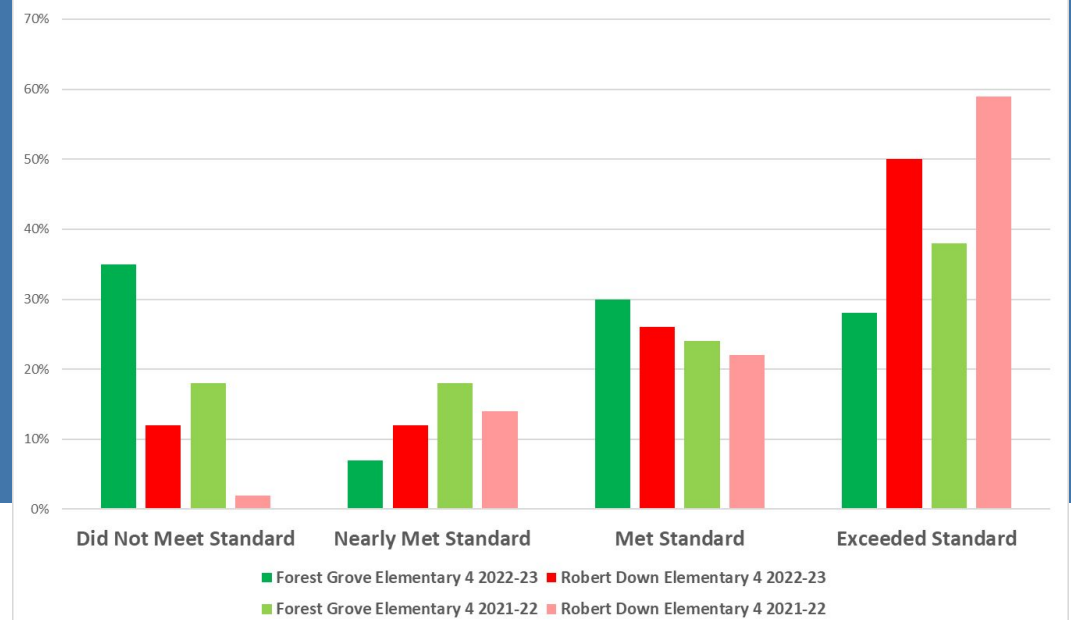
PGUSD Target Populations Forest Grove & Robert Down

School wide		
	Forest Grove	Robert Down
EDY	83	75
Hispanic	107	69
EL	34	12
RFEP	19	18
SWD	68	58
Grades 3-5		
	Forest Grove	Robert Down
EDY	43	36
Hispanic	51	40
EL	11	5
RFEP	16	9
SWD	44	32

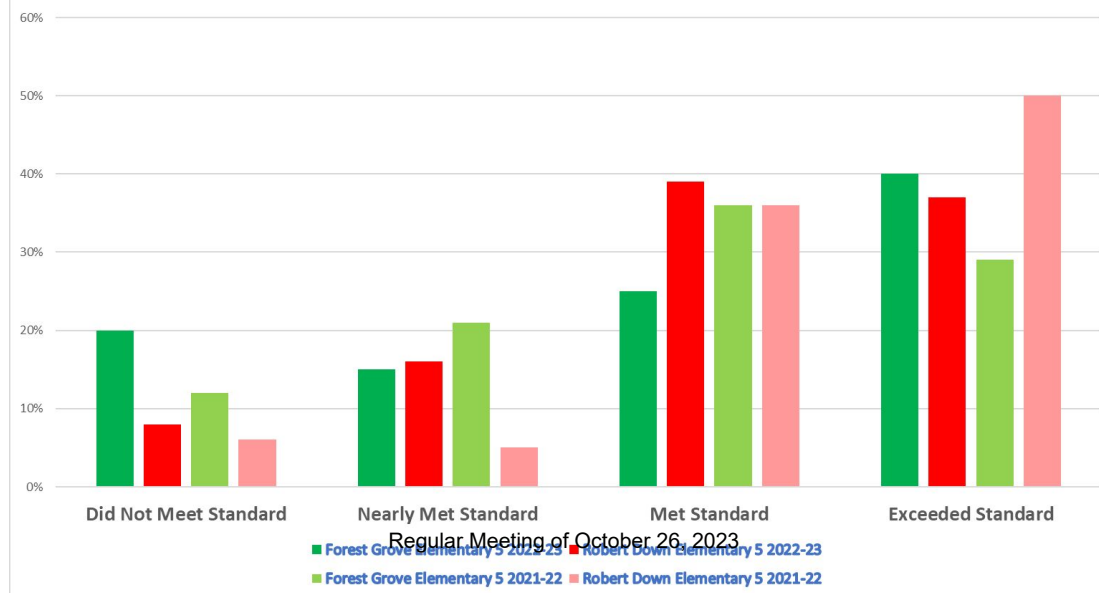
3rd Grade ELA 2022 v 2023



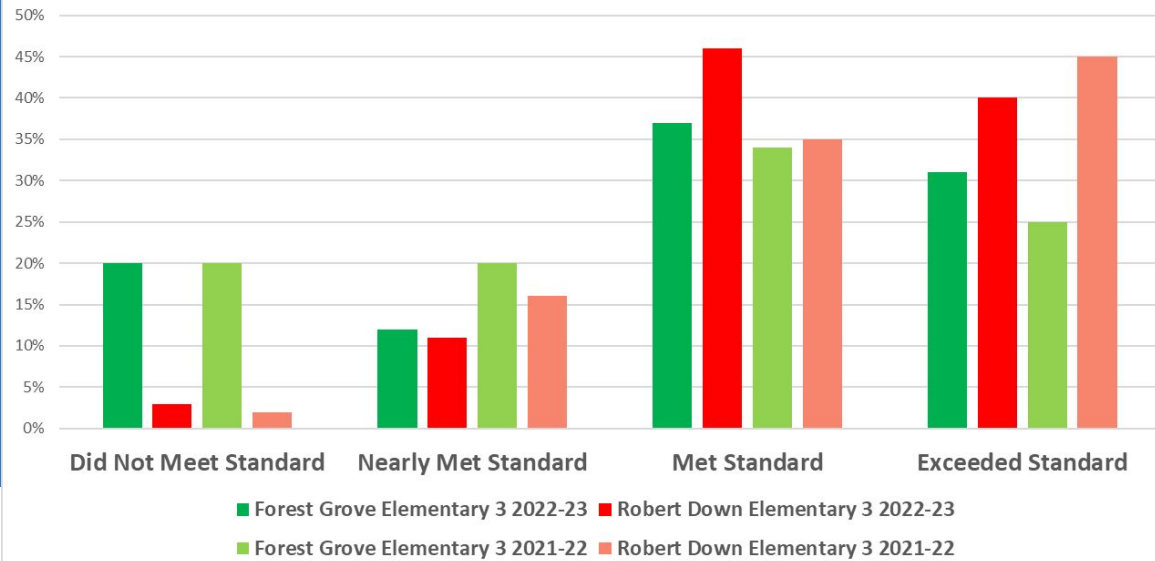
4th Grade ELA 2022 v 2023



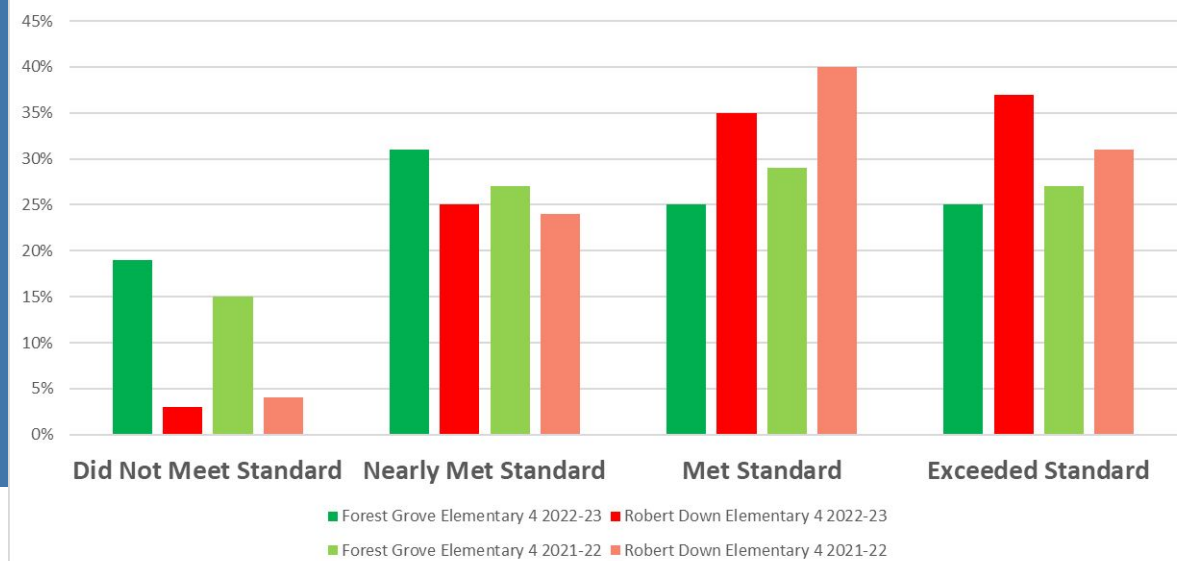
5th Grade ELA 2022 v 2023



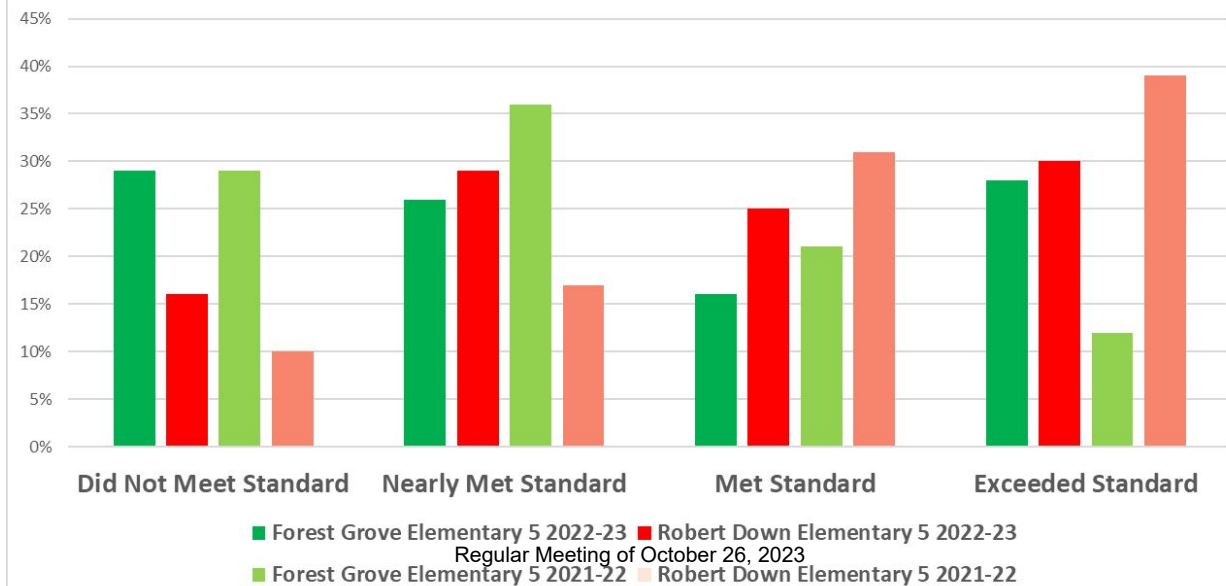
3rd Grade Math 2022 v 2023



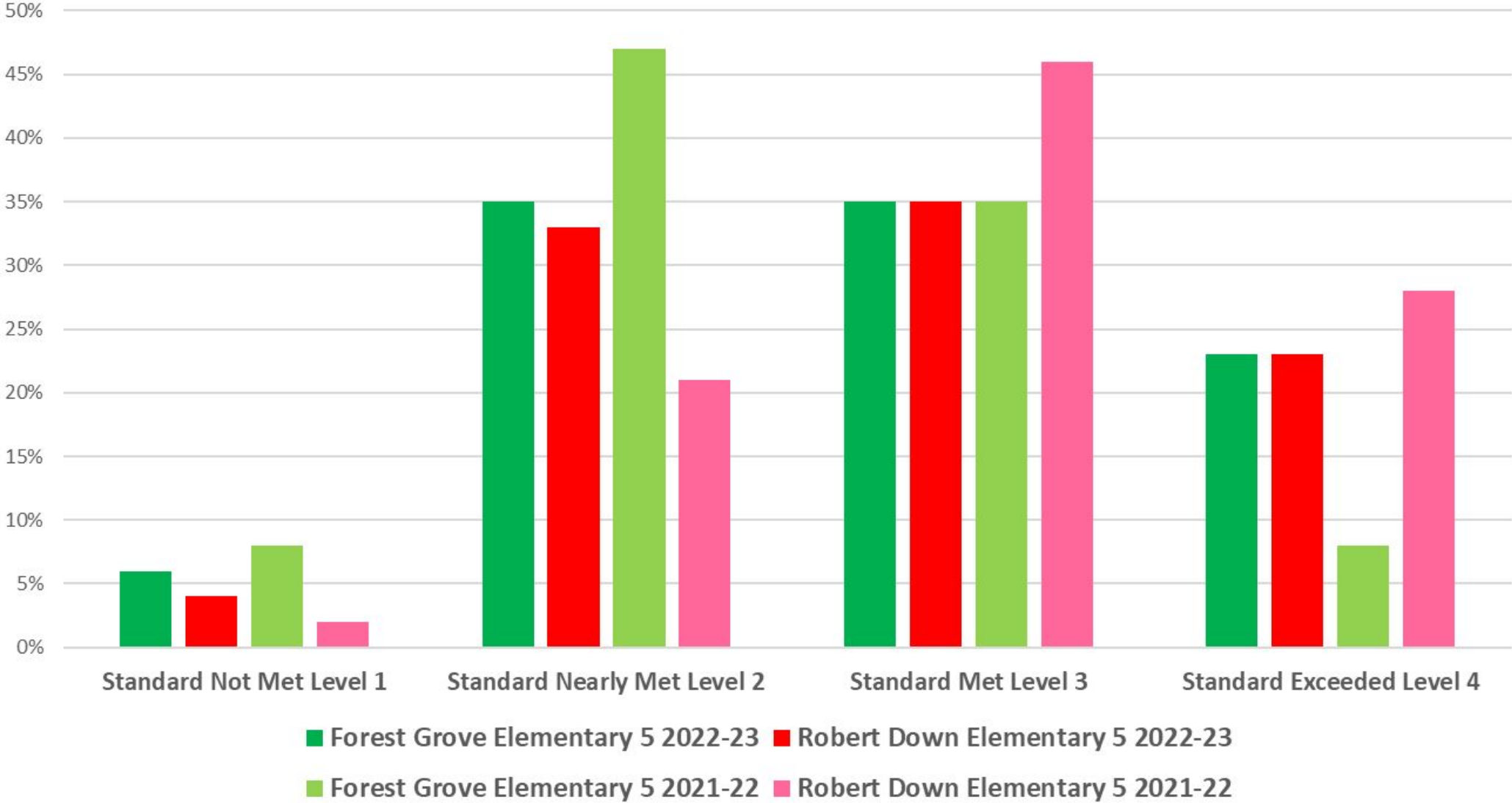
4th Grade Math 2022 v 2023



5th Grade Math 2022 v 2023



Forest Grove & Robert Down CAST 2022 v 2023





Take Aways

- PGUSD continues to score well above state and county performance levels.
- Many targeted student populations showed improvement in math.
- Targeted populations should remain a focus for all sites, with a particular focus on EL performance in English Language Arts.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Future Agenda Items

DATE: October 26, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be submitted to the Superintendent or designee with supporting documents and information ...”

INFORMATION:

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the October 26, 2023 Regular Board Meeting:

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added May 4, 2023: Equine Healing Collaborative (November 16, 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (December 2023)
- Added September 7, 2023: Board Cultural Proficiency Training
- Added September 21, 2023: Board self-evaluation
- Added September 21, 2023: Common school year calendar with surrounding Districts
- Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
- Added September 21, 2023: Staff support for combating incidents of racism(Ongoing)
- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (November 2023)
- Added September 28, 2023: Board Governance
- Added October 5, 2023: Racism zero tolerance policy