

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

Regular Meeting
January 23, 2013
5:30 p.m. – Closed Session; 6:30 p.m. – General Session
Support Services Center
2560 Skyway Drive, Santa Maria, CA 93455

The Santa Maria Joint Union High School District mission is to provide all students with an enriching high school experience that strives to enhance students' natural abilities, to promote the development of new capabilities, and to encourage the lifelong pursuit of wisdom and harmony as productive individuals in their community.

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.

Individuals who require special accommodations including, but not limited to, American Sign Language interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable time before the meeting date.

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CSBA

PROFESSIONAL GOVERNANCE STANDARDS

Adopted by the Santa Maria Joint Union High School District April 11, 2001

THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

To operate effectively, the board must have a unity of purpose and:

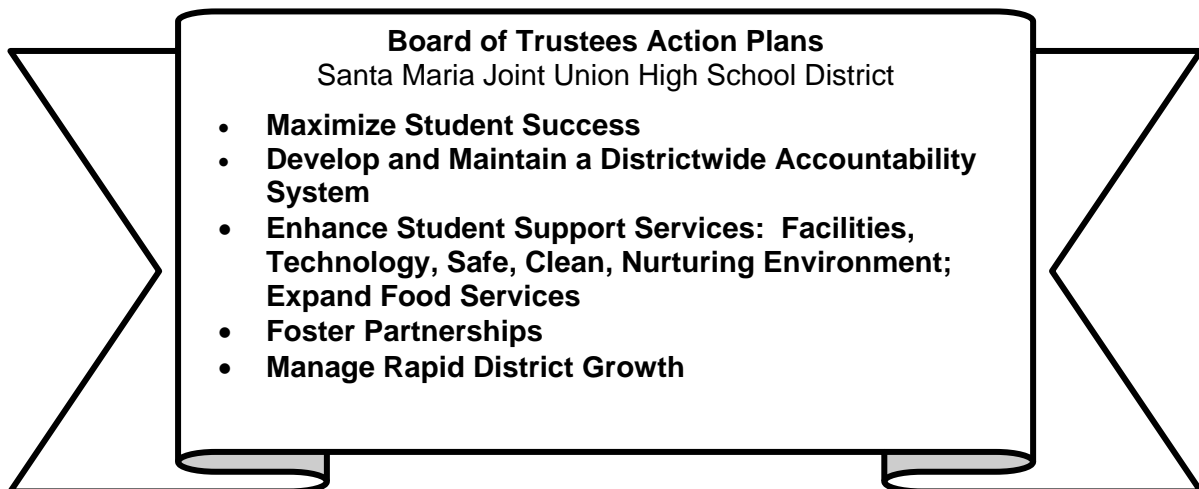
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take collective responsibility for the board’s performance.
- Periodically evaluate its own effectiveness.
- Ensure opportunities for the diverse range of views in the community to inform board deliberations.

THE INDIVIDUAL TRUSTEE

In California’s public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

To be effective, an individual trustee:

- Keeps learning and achievement for all students as the primary focus.
- Values, supports and advocates for public education.
- Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- Acts with dignity, and understands the implications of demeanor and behavior.
- Keeps confidential matters confidential.
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- Understands that authority rests with the board as a whole and not with individuals.



THE BOARD'S JOBS

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

Effective boards:

- Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- Adopt a fiscally responsible budget based on the district's vision and goals, and regularly monitor the fiscal health of the district.
- Ensure that a safe and appropriate educational environment is provided to all students.
- Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.

THE SUPERINTENDENT:

- Promotes the success of *all* students and supports the efforts of the Board of Trustees to keep the district focused on learning and achievement.
- Values, advocates and supports public education and all stake holders.
- Recognizes and respects the differences of perspective and style on the Board and among staff, students, parents and the community — and ensures that the diverse range of views inform board decisions.
- Acts with dignity, treats everyone with civility and respect, and understands the implications of demeanor and behavior.
- Serves as a model for the value of lifelong learning and supports the Board's continuous professional development.
- Works with the Board as a "governance team" and assures collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
- Recognizes that the board/superintendent governance relationship is supported by the management team in each district.
- Understands the distinctions between board and staff roles, and respects the role of the Board as the representative of the community.
- Understands that authority rests with the Board as a whole; provides guidance to the Board to assist in decision-making; and provides leadership based on the direction of the Board as a whole.
- Communicates openly with trust and integrity including providing all members of the Board with equal access to information, and recognizing the importance of both responsive and anticipatory communications.
- Accepts leadership responsibility and accountability for implementing the vision, goals and policies of the district.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

**Regular Meeting
January 23, 2013**

**Support Services Center
2560 Skyway Drive, Santa Maria, California 93455**

5:30 p.m. Closed Session/6:30 p.m. General Session

The Santa Maria Joint Union High School District mission is to provide all students with an enriching high school experience that strives to enhance students' natural abilities, to promote the development of new capabilities, and to encourage the lifelong pursuit of wisdom and harmony as productive individuals in their community.

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.

Individuals who require special accommodation including, but not limited to, American Sign Language interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable amount of time before the meeting date.

I. Open Session

Call to Order

II. Public Comments on Closed Session Items

At this time any member of the public may address the Board concerning the Closed Session Items. Testimony is limited to three minutes each person and fifteen minutes each topic. The Board President will, if appropriate, direct administration to respond in writing.

III. Adjourn to Closed Session

Note: The Board will consider and may act upon any of the following items in closed session. They will report any action taken publicly at the end of the closed session as required by law.

- A. Student Matters – Education Code Sections 35146 & 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. *NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.*
- B. Certificated and Classified Personnel Actions. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.

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- C. Conference with Labor Negotiators. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

IV. Reconvene in Open Session

Call to Order/Flag Salute

V. Announce Closed Session Actions

The Board will announce the following actions:

- A. Student Matters – Education Code Sections 35146 & 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. *NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.*
- B. Certificated and Classified Personnel Actions. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.
- C. Conference with Labor Negotiators. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

VI. Items Scheduled for Information

- A. Superintendent's Report
 - 1. Physical Fitness Update – Lorene Yoshihara
 - 2. Overview of Santa Maria High School's Single Plan for Student Achievement (SPSA) – John Davis
- B. Principal Reports
- C. Student Reports: Daisy Cervantes–Soria, Delta; Raul Macias, Santa Maria; Stephany Rubio, Pioneer Valley; and Ryland Towne, Righetti.
- D. Reports from Employee Organizations
- E. Board Member Reports

VII. Items Scheduled for Action

- A. Instruction**

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1. Quarterly Report on Williams Uniform Complaints

Pursuant to Education Code Section 35186, the Board of a school district must conduct a public hearing to report the quarterly report that was submitted in January 2013 on the Williams Uniform Complaints for the months of October- December 2012. Each school site has reported that there have been no complaints in the general subject areas of Textbooks and Instructional Materials, Teacher Vacancy or Misassignments, Facilities Conditions or Valenzuela/CAHSEE Intensive Instruction and Services.

Resource Person(s): John Davis, Asst. Supt. of Curriculum & Instruction

***** IT IS RECOMMENDED THAT the Board of Education approve Quarterly Report on Williams Uniform Complaints.**

Moved _____ Second _____ Vote _____

2. Santa Barbara Grand Jury Report on Truancy for 2011/12

The Santa Barbara Grand Jury recently conducted an extensive study of truancy as an issue for public schools in Santa Barbara County. The study involved working with school districts to determine the extent of the problem and the allocation of resources to assist. In keeping with the spirit of the Grand Jury investigation, the Santa Maria Joint Union High School District participated in the task and hereby issues the following proclamation, establishing truancy as an ongoing issue and targeting overall reduction in the future.

Resource Person(s): John Davis

***** IT IS RECOMMENDED THAT the Board of Education review the findings and recommendations as presented in Resolution No. 14-2012-2013.**

Moved _____ Second _____

A ROLL CALL VOTE IS REQUIRED:

Dr. Karamitsos	_____
Dr. Reece	_____
Dr. Walsh	_____
Mr. Tognazzini	_____
Dr. Garvin	_____

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SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Resolution Number 14- 2012-2013

Santa Barbara County Grand Jury Truancy Report

WHEREAS, the governing board of Santa Maria Joint Union High School District, County of Santa Barbara, State of California, held a public hearing on January 23, 2013, at 6:30 pm.

Finding 2:

During the last two years 2006-07 and 2007-08 of the District Attorney sponsored SARB process of Santa Barbara County, the SMJUHSD had an effective truancy rate of 39.7 percent.

Finding 3:

During the last two years, 2009-10 and 2010-11 without the SARB process the SMJUHSD has had an effective truancy rate of 81.5 percent, slightly more than twice as high. There can be many assumptions made about this dramatic increase, including among other things, changes to the data gathering process and requirement, the migratory nature of our student population, size of the district population, state of the overall economy, state of the local economy, etc... However, we can confidently state that truancy continues to be a problem for our district, and that the problem has increased over the years in spite of local efforts to combat it.

Finding 5:

With a 40% increase in the effective truancy rates in the last 4 years, we can state with a high degree of certainty that the loss of revenue to the district is significant. More on this in Recommendation 5.

Recommendation 1:

The Santa Maria Joint Union HS District has been operating its own truancy reduction program since 2008 when the District Attorney's office discontinued funding the SARB model in place since 2000. Our efforts in the district focused on identification and communication with truants and their families. We were supported in this effort by the "Fighting Back Santa Maria" federal grant which helped fund truancy support positions at each site to assist with the overwhelming volume of phone calls and letters sent out to our habitual truants.

As with most educational institutions across the nation, we had varying degrees of success. We have for the most part been able to maintain our graduation rate targets as per NCLB requirements. But this has not, by and large, impacted our attendance and truancy rates which have remained mostly static.

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We were excited to hear from the Santa Barbara District Attorney's office that the SARB process would be re-instituted for the 2012-2013 school year, and we have met with David Chen, Deputy District Attorney on several occasions to work on details regarding the process.

Recommendation 4:

The process for our district will require all the steps laid out in the District Attorney's plan at every level. By the time a student reaches the level of a SARB Hearing, he or she will have documented contacts and meetings at every level. The following details illustrate the process for our district:

1. Truancy Information Letter sent from District Attorney
2. Notification Letter #1: at 3 full day or 18 unexcused period absences
3. Notification Letter #2 and After School Meeting: Scheduling to be determined by need, after 4 full days, or 24 period unexcused absences.
4. Notification Letter #3 and Assistant Principal, Discipline Meeting: After 6 full days, or 36 unexcused period absences.
5. Notification Letter #4 and Truancy Mediation Team (TMT) Meeting: After 12 full days, or 84 unexcused period absences.
6. Notification Letter #5 and School Attendance Review Board (SARB) Meeting: after 12 full days, or 84 unexcused period absences

Recommendation 5:

According to the CDE, truancy rates in the SMJUHSD actually dropped from 82.02% in 2009-10 to 80.8% in 2010-11. Using this as a guide, we could estimate that the gain in revenue from these two years to be approximately 1.1% of our total ADA attendance of 7,793, divided by 180 days of attendance, and multiplied by the ADA equivalent to \$33.3 per day per student. So any drop in the number of students crossing the threshold into the level of "truant" would represent increase in ADA. Of course, determining the "cut point" at which we pursue loss or gain in revenue terms is problematic. If the goal is to reduce truancy, we can target both ends of the spectrum. Many, many excellent students accumulate more than 3 all day cuts during the course of a given academic school year. Students who will engage in the SARB process hearing after 18 all day cuts are at the other end. But either way, if we use the 80.8% truancy figure as our "line in the sand" we can see if the reconstituted SARB makes a dent in our truancy figures for the 2012-13 school year. But for estimation purposes we could accurately state that if 1% of approximately 7800 students were to not attend, that would translate to 78 students X \$33 per day = \$2574 in lost revenue each day the students were absent. If that same 1% were to move from 3 days worth of cuts to 18 days worth of cuts, the loss becomes exponentially higher. $7 * x \$33 = \2574 x 15 = \$38,610.

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Recommendation 6:

1. Using the attendance data from the last two years with regards to truancy, we can compare the data from the 2012-13 school year, in which the SARB process has been implemented, to determine the cost effectiveness of the program and its ADA benefit to the district as a whole. The cut point will be the 80.8% truancy rate.

Santa Barbara County Grand Jury Truancy Report

I hereby certify the foregoing to be a full, true, and correct copy of a resolution duly adopted by the Board of Education of the Santa Maria Joint Union High School District, County of Santa Barbara, and State of California at a regular meeting of the said board on this 23rd day of January, 2013.

PASSED AND ADOPTED THIS 23rd day of January, 2013 by the following vote:

ROLL CALL

AYES:

NOES:

ABSENT:

ABSTAIN:

President/Secretary/Clerk of the Board of Education
Santa Maria Joint Union High School District

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B. General

1. District Proposal for Classified Negotiations

The Agreement with California School Employees Association, Chapter 455, will expire June 30, 2013. In order to commence negotiations with CSEA and to fulfill conditions of the Rodda Act, the Board needs to acknowledge the district's intention to negotiate the following articles of the current Agreement.

- Article 1 Recognition
- Article 2 Hours of Employment
- Article 3 Pay and Allowances
- Article 6 Holidays
- Article 8 Leaves of Absence
- Article 19 Effects of Layoffs

A public hearing is required at this time.

Resource Person(s): Tracy Marsh, Assistant Superintendent of Human Resources

***** IT IS RECOMMENDED THAT the Board of Education direct the district to commence negotiations.**

Moved _____

Second _____

Vote _____

2. CSEA Proposal for Classified Negotiations

The Contract with California School Employees Association, Chapter 455, will expire June 30, 2013. In order to commence negotiations with CSEA and to fulfill conditions of the Rodda Act, the Board needs to acknowledge the proposal from CSEA to negotiate the following articles.

- Article 1 Recognition
- Article 2 Hours of Employment
- Article 3 Pay and Allowances
- Article 4 Health & Welfare Benefits
- Article 5 Employee Expenses and Materials
- Article 6 Holidays
- Article 7 Vacations
- Article 8 Leaves of Absence
- Article 9 Transfers
- Article 11 Evaluation Procedures
- Article 12 Grievance Procedures
- Article 13 Safety

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- Article 15 Organizational Rights
- Article 16 Organizational Security
- Article 18 Classification/Reclassification
- Article 19 Effect of Layoffs
- New Article, Job Vacancies
- New Article, Discipline
- New Article, Discrimination/Sexual Harassment
- New Article, Transportation

A public hearing is required at this time.

Resource Person(s): Tracy Marsh

***** IT IS RECOMMENDED THAT the Board of Education acknowledge receipt of the initial proposal from CSEA to the District in order to commence negotiations.**

Moved _____

Second _____

Vote _____

C. Business

1. Fiscal Year 2011/2012 Audit Report and Plan of Corrective Actions

As required by Education Code §41010, the District retained the services of the auditing firm, Christy White Accountancy Corporation, to audit the books and accounts of the District. In accordance with Education Code §41020, the audit report for 2011/2012 is hereby submitted to the Board of Education for review at this public meeting and includes the district's plan of corrective actions for the findings and recommendations identified in the audit report. The full audit report can be found on the District's website at the following link:

<http://www.smjuhsd.k12.ca.us/Download.asp?L=2&LMID=362579&PN=DocumentUploads&DivisionID=8882&DepartmentID=8872&SubDepartmentID=&SubP=&Act=Download&T=1&l=239192>

Resource Person(s): Yolanda Ortiz, Assistant Superintendent of Business

***** IT IS RECOMMENDED that the Board of Education review the 2011/2012 annual audit report and approve the District's plan of corrective actions for the findings and recommendations identified in same and submit the plan to the County Superintendent of Schools as required by Education Code §41020.**

Moved _____

Second _____

Vote _____

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2. Associated Student Body Suspense/Clearing Account

The District's auditors have recommended that the use of ASB bank account(s) for deposit and clearing of funds unrelated to student body activities be terminated. An example of such an activity is where funds are collected, deposited into an ASB account, and then a check written to transfer those funds to a District general ledger account. Because money should only be deposited into ASB accounts if it is designated for ASB activities, there is a need for a clearing account.

By opening a separate account outside of ASB, cash and checks that are unrelated to ASB activities can be deposited. The District can then access these funds by writing a check for deposit to the proper general ledger accounts. Checks will be written on a periodic basis and this account will have a negligible balance at fiscal year-end.

The signers on these accounts shall be the Assistant Superintendent of Business, Assistant Superintendent of Curriculum and Instruction, Assistant Superintendent of Human Resources, Director of Fiscal Services, and Budget Manager. The District shall open a single bank account for use in depositing funds from the ASB's at each school site: Santa Maria High School, Pioneer Valley High School and Ernest Righetti High School. The Federal Tax Identification Number associated with the accounts is: 52-1703494.

Resource Person(s): Yolanda Ortiz

*** **IT IS RECOMMENDED THAT the Board of Education of the Santa Maria Joint Union High School District adopt Resolution Number 15-2012-2013 establishing a separate bank account to allow pass through of non-ASB related funds to the district office.**

Moved _____

Second _____

A ROLL CALL VOTE IS REQUIRED:

Dr. Karamitsos _____
Dr. Reece _____
Dr. Walsh _____
Mr. Tognazzini _____
Dr. Garvin _____

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SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 15-2012-2013

ESTABLISHING AN ASB CLEARING ACCOUNT

WHEREAS, the Governing Board of the Santa Maria Joint Union High School District is desirous of maintaining a separate bank account to allow clearing of non-ASB activity related funds to the District;

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Santa Maria Joint Union High School District hereby requests that the District open a separate bank account for Santa Maria, Pioneer Valley and Ernest Righetti High Schools to clear to the district general fund all non-ASB related funds; The signers shall be the Assistant Superintendent of Business, Assistant Superintendent of Curriculum and Instruction, Assistant Superintendent of Human Resources, Director of Fiscal Services, and Budget Manager. The Federal Tax Identification Number associated with the accounts is: 52-1703494.

PASSED AND ADOPTED this 23RD day of January, 2013 by the following vote:

ROLL CALL

AYES:

NOES:

ABSENT:

ABSTAIN:

Board of Education President/Clerk/Secretary
Santa Maria Joint Union High School District

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3. Approval of Filing the General Obligation Bond Continuing Disclosure Statement

This document is related to the District's General Obligation Bonds. Because they are publicly traded, there is a Securities and Exchange Commission (SEC) requirement to publish certain financial and other demographic data about the district on an annual basis. The Board may recall the presentation from Caldwell Flores & Winter last fall and the mention of the GO Bond "refunding". This occurred in May of 2006 and as part of that refunding, the "District" agreed to serve as its own disclosure agent. This saves the District about \$3,000 a year. These reports have been filed every year since June of 2006. Due to financial reform legislation (Dodd-Frank) it is now a recommended practice to have the school board review & approve the filing of the report. The report is actually "filed" by uploading to a website that was created and is maintained by the SEC.

The full report appears in Appendix C. It contains demographic information about our District such as Average Daily Attendance, revenue limit, budgets, debt issued, as well as property tax information on the top 20 taxpayers in Santa Barbara County. It also includes our assessed valuations and collections. The bulk of the detailed financial information required to be filed is contained in the District's budget reports and audited financial statements which are referenced in this report by a link to our website.

Resource Person(s): Yolanda Ortiz

*** **IT IS RECOMMENDED THAT the Board of Education approve filing of the General Obligation Bond Continuing Disclosure document.**

Moved _____ Second _____ Vote _____

4. Authorizing the Issuance and Sale of General Obligation Bonds (Election 2004) Series 2013, in a Principal Amount Not to Exceed \$15 Million

WHEREAS, an election was held on November 2, 2004 and thereafter certified by the appropriate officials, the Board of Education authorized the issuance on Series A and sale of General Obligation (G. O.) Bonds. Although the district is authorized for up to \$79 million, the administration, in consultation with our financial advisors, recommends issuance and sale of Series 2013 in a principal amount not to exceed \$15 million.

The rationale for this amount is based upon two key factors: 1) The cash flow needs of the district for architectural services and begin construction of prioritized facility projects; and 2) keep the tax base at approximately \$23/\$100,000 of assessed valuation as promised during the campaign.

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The third series of bonds would be sold in approximately 3 to 4 years. The exact timing will depend upon the interest rates available, the growth in assessed valuation, and cash flow needs for construction of the remaining district projects.

Resolution No.16-2012-2013 authorizing the issuance and sale of the G.O. bonds is attached to the agenda as Appendix D. Copies of the Preliminary Official Statement and the Purchase Contract are available for review at the District Support Services Center, 2560 Skyway Drive, Santa Maria, CA.

Resource Person(s): Yolanda Ortiz

***** IT IS RECOMMEND THAT the Board of Education approve Resolution No. 16-2012-2013 presented as Appendix D, which authorizes the issuance and sale of General Obligation Bonds (Election 2004) Series 2013 in a principal amount not to exceed \$15 million.**

Moved _____

Second _____

A ROLL CALL VOTE IS REQUIRED:

Dr. Karamitsos	_____
Dr. Reece	_____
Dr. Walsh	_____
Mr. Tognazzini	_____
Dr. Garvin	_____

VIII. Consent Items

***** IT IS RECOMMENDED THAT the Board of Education approve the following consent items as presented.** *All items listed are considered to be routine and may be enacted by approval of a single motion. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon request of any member of the board and acted upon separately.*

Moved _____

Second _____

Vote _____

A. Approval of Warrants for the Month of December 2012

Payroll	\$5,084,743.26
Warrants	<u>990,299.86</u>
Total	\$6,075,043.12

B. Attendance Report

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the fourth month attendance report

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presented on page 15.

- C. Facility Report – **Appendix B**
- D. Acceptance of Gifts

Pioneer Valley High School

Donor	Recipient	Amount
Jack's Upholstery	Choir Program	\$775.25
PG&E/Liz Martinez	PVHS	400.00
First American Title Co.	Wrestling	200.00
Kelly & Ellen Muldoon	Wrestling	500.00
Jacks Upholstery	Choir	775.25
Me-N-Ed's Pizzeria	Girls' Water Polo	153.66
G-Brother's Kettlecorn	Link Crew/AVID 2015	<u>270.00</u>
Total Pioneer Valley High School		<u>\$3074.16</u>

- E. Student Discipline Matters

- Administrative Recommendation for Student Expulsion: Student #s 334462, 331875, 338119, 336312, 335845

- F. Request for Travel

School	Instructor in Charge	Event/Location	Dates
PVHS	Carolyn Moir	Trip to Spain	3/28–4/6/2013
RHS	Patricia Villalobos	Trip to Costa Rica	6/11–20/2013

All required paperwork is/will be on file at the school before departure. No student was excluded from the field trip due to lack of funds.

- G. District Vehicles for Disposal

The following is a list of District Vehicles that are ready for disposal. They are at the end of their useful life and are beyond economical repair. These vehicles can be put up for sale:

Veh ID#	Year	Model/Make	Vin#/Serial No.	Condition
234	Unknown	Toyota/Forklift	25-402FG2513799	Fair, Needs Charging
328	2000	Kawasaki Mule 2500	JK1AFCC14YB511 309	Inoperable, Needs ~\$500 in Repair Costs

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338	1995	Chevy, ¾-Ton Truck	2Fthf25h7sca20690	Inoperable, Unknown Repair Costs
343	1998	Club /Golf Car	A9851-719564	Inoperable, Needs ~\$1000 in Repair Costs
378	Unknown	EZGO / Golf Cart	954-53800589	Inoperable, Unknown Repair Costs

IX. Open Session Public Comments

The public may address the Board on any matter (except personnel) concerning the District and not on the agenda. Note: The time limit to address the Board may not exceed three minutes. The Board is not required to respond to the Public Comment. The public may also address the Board on each item on the Agenda as the Board takes up those items. Persons wishing to speak should complete a blue request form and hand it to the Board secretary.

X. Items not on the Agenda

Note: The law generally prohibits the Board from discussing items not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting safety of persons or property, or a work stoppage, or if the need to act came to the attention of the District too late to include on the posted agenda.

XI. Next Meeting Date

Unless otherwise announced, the next regular meeting of the Board of Education will be held on February 13, 2013. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455.

XII. Future Regular Board Meetings:

February 13, 2013	August 14, 2013
March 13, 2013	September 11, 2013
April 17, 2013	October 9, 2013
May 8, 2013	November 13, 2013
June 12, 2013	December 11, 2013
July 10, 2013 (if needed)	

XIII. Adjourn

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
MONTHLY REPORT OF ATTENDANCE
FOURTH MONTH OF 2012-13

November 5, 2012 through November 30, 2012

	Fourth Month 2011-12			Fourth Month 2012-13			Cumulative ADA				Decline @ -0.320% Y-T-D PROJECTED	Difference between Projected Y-T-D ADA & Actual ADA
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year			
							ADA % to CBEDS	ADA	ADA % to CBEDS	ADA		
ERNEST RIGHETTI HIGH												
Regular	1975	1907.44	96.4%	1951	1883.94	96.3%		1931.68		1917.46		
Special Education	89	82.63	92.8%	90	85.94	95.1%		84.88		85.66		
Independent Study	27	18.81	74.3%	36	27.19	78.4%		10.01		19.23		
Independent Study 12+	0	0.00	---	0	0.00	---		0.00		0.00		
Independent Study Spec Ed	2	1.13	---	5	2.44	48.8%		1.36		2.73		
CTE Program	14	13.31	95.1%	12	10.06	83.9%		13.18		10.11		
Home and Hospital Reg Ed	4	4.00	100.0%	5	4.25	100.0%		2.95		2.53		
Home and Hospital Spec Ed	2	1.19	59.4%	1	0.81	86.7%		0.85		0.18		
TOTAL RIGHETTI	2113	2028.50	96.2%	2100	2014.63	96.3%		2044.91		2037.89		
SANTA MARIA HIGH												
Regular	2069	1970.94	94.8%	2102	2005.25	95.0%		2011.32		2031.54		
Special Education	98	88.81	90.6%	91	83.63	91.6%		89.99		82.18		
Independent Study	71	58.13	83.7%	48	47.13	92.3%		34.62		35.31		
Independent Study 12+	9	7.56	---	0	0.00	---		7.32		0.00		
Independent Study Spec Ed	0	0.00	---	1	0.69	68.8%		0.00		0.70		
CTE Program	11	10.75	88.2%	12	7.56	63.0%		7.85		9.03		
Home and Hospital Reg Ed	5	4.44	100.0%	4	3.06	86.0%		2.08		1.95		
Home and Hospital Spec Ed	0	0.00	---	4	2.56	74.5%		0.00		1.93		
TOTAL SANTA MARIA	2263	2140.63	94.6%	2262	2149.88	94.9%		2153.19		2162.64		
PIONEER VALLEY HIGH												
Regular	2317	2265.63	97.3%	2391	2319.25	96.7%		2335.95		2358.78		
Special Education	150	140.25	94.0%	123	116.81	94.7%		127.70		118.09		
Independent Study	113	98.38	84.9%	51	47.88	88.2%		72.76		30.42		
Independent Study 12+	2	2.38	---	1	0.94	93.8%		2.57		0.61		
Independent Study Spec Ed	7	4.00	---	4	4.00	100.0%		4.34		2.86		
CTE Program	0	0.00	---	0	0.00	---		0.00		0.00		
Home and Hospital Reg Ed	12	10.06	95.3	10	9.94	99.4%		7.07		6.80		
Home and Hospital Spec Ed	1	0.69	68.8	4	2.38	64.4%		0.51		1.41		
TOTAL PIONEER VALLEY	2602	2521.38	97.1%	2584	2501.19	96.6%		2550.89		2518.97		
PROGRAM E DAY TREATMENT @ PVHS	0	-	---	7	5.63	87.4%		0.00		5.20		
PROGRAM E DAY TREATMENT @ RHS	0	-	---	1	0.50	100.0%		0.00		0.11		
DISTRICT SPECIAL ED TRANSITION	11	10.63	96.6%	11	10.19	92.6%		10.30		9.93		
ALTERNATIVE EDUCATION												
Delta Continuation	290	225.14	77.1%	330	244.33	73.6%		227.96		254.10		
Delta 12+	5	2.81	---	1	1.00	100.0%		5.36		1.49		
Delta Independent Study	31	27.44	93.4%	50	44.32	90.6%		19.07		37.31		
Delta Independent Study 12+	23	22.16	95.3%	31	30.07	95.1%		22.45		29.79		
Delta Independent Study Spec Ed	0	0.00	---	0	0.00	---		0.00		0.00		
Home and Hospital Reg Ed	2	18.00	---	0	0.00	---		0.78		0.00		
Freshman & Sophomore Prep	130	122.53	93.0%	137	122.33	88.9%		124.23		124.44		
Reach Program--DHS	2	0.31	---	0	0.00	---		0.72		0.00		
Reach Program--PVHS, RHS & SMHS	27	24.81	90.0%	0	0.00	---		14.78		0.00		
Reach Program--SMHS	0	0.00	---	6	5.38	100.0%		0.00		2.59		
Reach Program--PVHS	0	0.00	---	6	5.81	96.9%		0.00		4.86		
Home School @ Library Program	66	59.50	90.3%	45	41.25	89.3%		55.61		41.96		
TOTAL ALTERNATIVE EDUCATION	576	502.71	87.3%	606	494.48	81.6%		470.97		496.56		
TOTAL HIGH SCHOOL DISTRICT	7565	7203.83	95.2%	7571	7176.48	94.8%		7230.26		7231.30	7207	24

CLASSIFIED PERSONNEL ACTIONS

Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Disability Layoff	Food Service Worker I	SMHS	1/29/13	9/E	6
	Employ	Custodian	PVHS	1/18/13	15/A	8
	Retire	Inst Asst/Spec Ed II	SMHS	4/20/13	15/E	6
	Disability Layoff	Administrative Asst II	DHS	1/16/13	24/E	8
	Employ	Custodian	SMHS	1/18/13	15/A	8

CERTIFICATED PERSONNEL ACTIONS

Name	Action	Status	Subject	Site	Effective	Salary	FTE
	Employ	Temp	Special Ed/LH	SMHS	1/7-6/6/13	V, 1	0.67
	Transfer	Perm	Mathematics	LC to RHS	1/7/13	V, 18	1
	Resign	Prob 2	Psychologist	PVHS	2/2/13	V, 10	1
	Employ	Temp	Business	SMHS	1/7-6/6/13	III, 3	1
	Employ	Temp	Science	PVHS	1/7-6/6/13	TBD	0.67
	Employ	Temp	Science	SMHS	1/7-6/6/13	V, 2	0.83
	Employ	Temp	Social Science	SMHS	1/7-6/6/13	TBD	0.67
	LOA	Perm	P.E.	PVHS	1/7-6/6/13	IV, 8	0.17
	Employ	Temp	Mathematics	PVHS	1/7-6/6/13	II, 1	0.67
	Employ	Temp	P.E.	SMHS	1/7-6/6/13	V, 6	0.67
	Employ	Temp	Science	PVHS	1/7-6/6/13	III, 2	1
	Employ	Temp	OCS/Social Science	RHS	1/7-6/6/13	IV, 4	1
	Employ	Temp	Agriculture	SMHS	1/7-6/6/13	III, 3	1

COACHING PERSONNEL ACTIONS

Assignment	Name	Action	Site	Season	ASB Stipend	DO Stipend
Soccer, Head Varsity Boys		Revised Stipend	SMHS	Winter		\$ 2,423.59
Head Varsity Boys		Stipend	SMHS	Winter		\$ 549.41
Cheer Advisor		Stipend	SMHS	2012-2013		\$ 2,775.00

Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FACILITIES REPORT
December and Winter Break 2012

1. Ernest Righetti High School Construction Projects

C2004 ERHS Restrooms, Access Road, & Greenhouse – Westberg + White Architects (Photo)

- Final pay application and DSA closeout activities are in process.

2. Santa Maria High School Construction Projects

C2004 SMHS New Pool – Rachlin Architects

- Minor adjustments of systems to achieve optimum energy efficiency continue.
- Final DSA closeout and pay application activities are in process.

SMHS 4 Portables South Campus Relocation – Rachlin Architects

- Work completed this period includes ramps, finish electrical, fire systems testing, and access gate modifications.
- As of January 8, 2013 the facilities were determined substantially complete by the Project Inspector and the Architect, and made available to the site for use. A final punch walk is scheduled for January 15th.

C2004 SMHS New Classroom Building at Broadway – Rachlin Architects

- The California Environmental Quality Act (CEQA) assessment process continues. The public comment period for the Draft Mitigated Negative Declaration ended November 5, 2012. Received comments are under review by the District and consultants. The Final Mitigated Negative Declaration will be presented to the Board at the January or February 2013 Board meeting.
- The California Department of Education and Division of State Architect approval process reviews of the plans continue.
- The estimated construction start remains early summer 2013.

3. Pioneer Valley High School Construction Projects

PVHS Performing Arts Building – BCA Architects

- It was determined that there was insufficient time to develop a successful Community Development Block Grant (CDBG) application package once the analysis of the grant program was complete. This year's analysis will be used to develop an application package for next year's CDBG program.
- The architect provided specific cost options based on the refined facility size, occupancy, and program equipment levels determined during the past committee meetings. The District is reviewing the revised costs and their impact on the project. A presentation will be made to the Board at the February meeting.

PVHS Remediation Phase 3: Concrete Repair – Westberg + White Architects

- Project development activities including site visits to determine project scope and schedules are planned for mid-January in anticipation of summer 2013 construction.

4. New Facility

C2004 New Facility School CTE Component – Architect to Be Determined

- District Administration will schedule study sessions with the Board to review and update programming needs prior to beginning a new search for suitable properties.

5. District Wide Energy Upgrade

District Wide Energy Upgrade – Johnson Controls Inc.

- Upgrade Work completed this period includes the retrofit of existing lighting and installation of new boilers, HVAC controls, personal computer energy management software, and upgraded irrigation systems.
- Plans for items requiring DSA approval (new light fixtures, etc.) continue under development with expectations of over the counter submittal in February 2013.
- The final schedule for completion dependent upon DSA approval, but is expected to occur in Summer of 2013.

6. Summer Activities

District Wide Summer Projects Planning

- The Facilities department is continuing the annual update process of the 5 year Facilities Project – Priority List in preparation of project scheduling through summer 2013. Approximately 100 project line items have now been preliminarily identified for inclusion. Fine tuning on project grouping and funding continues.

Maintenance & Operations

PVHS

- Replaced a pipe union in the 6-inch main irrigation water line between the varsity and junior varsity baseball fields.
- Replanted the planters around the Science building. (Photo)
- Installed new student seating in the quad area for students to sit during lunch and breaks. These additions were provided by the graduating class. (Photo)
- Repaired a broken water line between Administration and the Music building. Removed and replaced concrete walkway to perform the work.
- Poured concrete for a recycle bin at the cafeteria kitchen. (Photo)
- Serviced all gas powered hand machinery (blowers, weed eaters, hand mowers, Trimmers and Billy Goat vacuum)
- Prepared varsity baseball fields for upcoming baseball season
- Repaired drywall on the ceiling at the north entrance to the boys' locker room. A water leak occurred and the drywall repair followed the waterline repair.
- Repaired broken blinds as required in portables 600 Block
- Disconnect cooker in kitchen to move to Santa Maria High
- Installed a rolling whiteboard in room 411.
- Moved equipment for Choir and band performances at the Town Center West Mall
- Setups and tear-downs for Winter Formal Dance, Link Crew, Avid, Soccer, Cheer, Softball and Wrestling
- Refinished 3,000 square feet of hard floors.
- Performed winter break energy savings equipment shutdown throughout campus to take advantage of three week break in classroom occupancy.
- Provided traffic control for student drop-off (65 man-hours)
- Preventive work order hours – 18
- Routine work order hours – 79
- Total work orders completed – 62
- Event setup hours – 52

RHS

- Revised the drainage on the east end of the football stadium to improve water flow on the new concrete. (Photo)
- Prepared fields for soccer.
- Removed trees and shrubs around the softball fields. (Photo)
- Removed the fence along Bradley Road, graded the hillside to re-establish a proper grade, and installed a new fence. This included some irrigation modifications. (Photo)
- Installed a motion detection device for the lights at the pool as a vandal deterrent.
- Continued painting doors purple throughout the campus.
- Replaced the press box score keeper and announcer windows.
- Replaced 80 feet of natural gas line into the gymnasium. (Photo)
- Replaced burners in the boilers the science building and library building. This was a scheduled replacement using pre-ordered spare parts.
- Performed winter break energy savings equipment shutdown throughout campus to take advantage of three week break in classroom occupancy.
- Received new vending machines. Removed and stored old machines waiting for vendor pick-up.
- Continuing to experience problems in the boys' restroom: students pulling urinal plumbing off the wall. The Welding Shop is fabricating brackets to be installed to protect the plumbing fixtures.
- Installed bollards to protect the new gate operator at Larch Street and the natural gas valve at the new greenhouse.
- Removed obsolete obstacle course equipment in the sand area above the football stadium.
- Installed a Smart Board and projector in room 235.
- Provided traffic control for a proposed new student drop-off plan.

REGULAR MEETING

January 23, 2013

- Performed routine service of the Welding Shop and Wood Shop exhaust fans.
- Changed lights in the gymnasium score board.
- Repaired a leaking overhead water pipe in room 403.
- DHS - Installed irrigation communication wiring for Johnson Controls energy conservation project.
- Preventive work order hours – 45
- Routine work order hours - 23
- Total work orders completed – 94
- Event setup hours - 59

SMHS

- Groomed the football field artificial turf to fluff the rubber base and clear the debris.
- Washed the pool deck.
- Completed the installation of an irrigation booster pump station. This is a new installation; the school did not have a booster pump and water pressure for irrigation was a problem for many years. (Photo)
- Repair doors at the small gym south entrance and the Arts & Crafts building boiler room.
- Inspected football and gymnasium bleachers as well as Ethel Pope Auditorium seating.
- Relocated obsolete textbooks to the Support Services Center.
- Repaired the water heater in the cafeteria kitchen.
- Replaced the tilt skillet in the cafeteria kitchen.
- Repaired the scoring table in Wilson Gym.
- Setup practice field for Winter Fair on the last day of school before the Winter Break.
- Replaced door lock hardware on several doors in the Administration building, bringing these doors up to current standards for door hardware.
- Replaced the forced draft fan on the Wilson Gymnasium heater.
- Repaired several chairs in rooms 233 and 244.
- Repair dents and holes in the walls and repainted in the Wilson Gymnasium lobby.
- Repaired drywall and repainted in the multi-purpose room.
- Repaired a broken water line in the green house.
- Repainted the southwest doors of Wilson Gymnasium.
- Performed winter break energy savings equipment shutdown throughout campus to take advantage of three-week break in classroom occupancy.
- Preventive work order hours – 70
- Routine work order hours – 38
- Total work orders completed – 158
- Event setup hours – 158

Energy Management

- Audited all sites for winter holiday shutdown.
- Reprogrammed RHS and PVHS schedules for “0” period.
- Monitored lighting retrofit segment of JCI program.
- Helped JCI set up for our Energy Management System upgrade.
- Johnson Controls Contract work - Due to multiple equipment retrofits occurring off school hours, it is expected that energy use will temporarily increase through the end of this school year. Two examples follow: (1) all the lighting retrofits were done at night while school was in session during the day so lights were on both day and night, and (2) the EMS upgrade at PVHS occurred during winter break so heating and air conditioning equipment had to run when school was not in session.
- Energy Program July 2008 to date performance- 30% savings or \$2,150,000 cost avoidance.

REGULAR MEETING
January 23, 2013

Transportation

- Transportation manager presented a two-day crisis prevention training program for the bus drivers. The training included several “hands-on” (as well as “feet-on”) activities. He received his certification as a non-violent physical crisis intervention instructor through the Crisis Prevention Institute (CPI). (Photo)

Graffiti & Vandalism

- ERHS \$ 250
- DHS \$ 0
- SMHS \$ 100
- PVHS \$ 0

Reese Thompson
Director – Facilities and Operations

Photo Gallery



New plants around the PVHS Science Building



New seating for students in the center of campus at PVHS



Recycling center for the PVHS Cafeteria



Improved drainage on the east end of the Righetti football stadium



Righetti softball fields before...



...and after cleanup!



Replaced natural gas line at RHS Gymnasium



New irrigation booster pump at SMHS

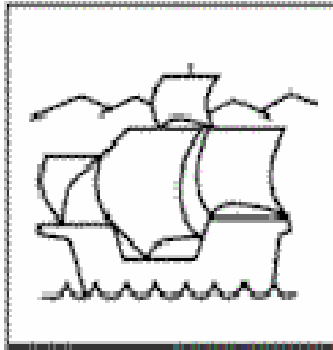


Bus drivers learn Crisis Prevention Institute (CPI) techniques

REGULAR MEETING
January 23, 2013

APPENDIX C
GENERAL OBLIGATION BONDS
CONTINUING DISCLOSURE DOCUMENT

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT



*Continuing Disclosure Information
For Fiscal Year Ended June 30, 2012*

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Audited Financial Statements

The financial statements and auditor's report for the year ended June 30, 2012 can be found on the District's website at the following link:

<http://www.smjuhsd.k12.ca.us/Download.asp?L=2&LMID=362579&PN=DocumentUploads&DivisionID=8882&DepartmentID=8872&SubDepartmentID=&SubP=&Act=Download&T=1&I=239192>

Approved Budget

The adopted budget for the 2012-13 school year can be found on the District's website at the following link:

<http://www.smjuhsd.k12.ca.us/Download.asp?L=2&LMID=362579&PN=DocumentUploads&DivisionID=8882&DepartmentID=8872&SubDepartmentID=&SubP=&Act=Download&T=1&I=185135>

Average Daily Attendance

The following exhibit displays the District's Average Daily Attendance.

**EXHIBIT 1
AVERAGE DAILY ATTENDANCE
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2006-07	6,953
2007-08	7,189
2008-09	7,183
2009-10	7,115
2010-11	7,230
2011-12	7,198

Source: Santa Maria Joint Union High School District. Excludes ADA related to County Office programs.

Pension Plans

The District participates in the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The Plan provides retirement, disability, and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that

includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, California 95826. The District's contribution to STRS for the year ended June 30, 2012 was \$2,308,107 and is expected to be \$2,306,609 as of budget adoption for the 2012-13 year.

The District also contributes to the School Employer Pool under the California Public Employees' Retirement System (PERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by PERS. The Plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law. PERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the PERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95814. The District's contribution to PERS for the year ended June 30, 2012 was \$1,387,073 and is expected to be \$1,494,046 as of budget adoption for the 2012-13 year.

Short-Term Borrowing

As of June 30, 2012, the District had the following amounts due within one year:

General Obligation Bond, principal payment	\$2,000,000
Certificates of Participation, principal payment	55,000
Compensated absences	352,912
Postemployment Benefits	669,217
Unamortized Bond Premium	<u>174,802</u>
Total	<u>\$3,251,931</u>

Capital Leases

On May 4, 2005, the District entered into a Master Equipment Lease/Purchase Agreement with Banc of America Leasing & Capital, LLC. Amounts were drawn on the Lease in the amount of \$230,000 on June 24, 2005, \$146,628 on December 7, 2005, and \$73,613 on December 11, 2006. Final payment on these leases was made by the end of the 2011-12 year.

On June 25, 2008, the District's application to purchase forty-three (43) previously leased portable classroom buildings was approved by the California Office of Public School Construction ("OPSC"). Payment terms are five equal installments of \$92,000, with the final payment due June 25, 2012.

Long-Term Borrowing

On February 22, 2001 the District issued \$18,000,000 in General Obligation Bonds, Election of 2000, Series A. The final maturity date is August 1, 2025.

On March 1, 2003 the District issued \$12,000,000 in General Obligation Bonds, Election of 2000, Series B. The final maturity date is August 1, 2027.

On April 28, 2004 the District issued \$27,400,000 in Variable Rate Demand Certificates of Participation. Of this amount, \$24.9 million was defeased (prepaid) in April 2006. The final maturity date is June 1, 2033.

On February 5, 2005 the District issued \$34,998,222 in General Obligation Bonds, Election of 2004, Series 2005. The final maturity date is February 1, 2030.

On May 3, 2006 the District issued \$25,452,727 of General Obligation Refunding Bonds and used the proceeds to purchase securities to be held in trust to pay off \$15,195,000 of the 2001 General Obligation Bonds through August 2015 and \$8,125,000 of the 2003 General Obligation Bonds through August 2027.

The District has never defaulted on the payment of principal or interest on any of its indebtedness.

Santa Maria Joint Union High School District

General Fund Summary

As allowed under current law, the District's Board of Trustees has opted for a single budget adoption process. The following table shows a summary of the District's audited actual amounts for fiscal years 2010-11 and 2011-12, and adopted budget amounts for 2012-13.

**EXHIBIT 2
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
GENERAL FUND**

	Audited Actual		Budget (a)
	2010-11	2011-12	2012-13
Beginning Balance	\$ 11,627,114	\$ 12,109,655	\$ 10,873,480
Revenues			
Revenue Limit Sources	44,553,582	44,933,381	45,254,768
Federal	6,258,244	6,265,275	4,993,683
Other state	9,548,070	10,062,282	9,931,501
Other local	1,591,596	1,532,273	783,467
Total Revenues	61,951,492	62,793,211	60,963,419
Expenditures			
Certificated salaries	28,924,785	29,004,484	28,427,077
Classified salaries	11,337,245	11,799,922	11,824,947
Employee benefits	11,512,073	12,245,881	12,189,463
Books and supplies	3,199,639	3,664,799	2,424,688
Contracted services and other operating expenses	5,805,514	6,187,451	7,501,777
Capital outlay	500,683	982,574	571,241
Other outgo (indirect costs)	(108,327)	(124,127)	(119,901)
Debt service	58,022	40,574	31,970
Total Expenditures	61,229,634	63,801,558	62,851,262
Other Financing Sources (Uses)			
Other Sources	0	0	0
Operating Transfers In	231,280	30,685	775,487
Operating Transfers Out	(470,597)	(258,513)	(366,000)
Total Other Financing Sources (Uses)	(239,317)	(227,828)	409,487
Net Ending Balance (b)	\$ 12,109,655	\$ 10,873,480	\$ 9,395,124

(a) Adopted Budget reflects actual beginning fund balance

Source: Santa Maria Joint Union High School District

Revenue Limit

Exhibit 3 shows the District’s revenue limit per unit of average daily attendance and revenue limit total. The revenue limit per unit of average daily attendance includes inflation increases, equalization when applicable, and deficit factors when applicable. Average daily attendance is for regular education only and excludes county office special education and community school ADA. Revenue limit total pertains to general education purposes only and excludes categorical aid programs.

**EXHIBIT 3
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
REVENUE LIMITS**

Fiscal Year	Revenue Limit per Unit of Average Daily Attendance	Average Daily Attendance	Total Revenue Limit
2007-08	6,666.51	7,191	48,986,204
2008-09	6,492.86	7,183	47,818,998
2009-10	5,997.24	7,115	42,384,490
2010-11	6,002.25	7,230	44,553,582
2011-12	5,939.38	7,198	44,933,381

Source: Santa Maria Joint Union High School District

The Teeter Plan

Santa Barbara County operates under a provision of Revenue and Taxation Code Section 4701-4713 (commonly referred to as the “Teeter Plan”) pursuant to which public agencies in the county may receive their total secured tax levies and special assessments irrespective of actual collections and delinquencies. Pursuant to said provisions, the county establishes a delinquency reserve and assumes responsibility for all secured delinquencies.

Because of the method of tax collection, the District is assured of 100 percent collection of its total secured tax levies. This method of tax collection and distribution is, however subject to future discontinuance if demanded by the participating entities.

Tax Levies and Delinquencies

Beginning in 1978-79, Article XIII A and its implementing legislation shifted the functions of property taxation primarily to the counties, except for levies to support prior voted debt, and prescribed how levies on countywide property values are to be shared with local taxing entities within each county. Exhibit 4 displays tax levy and delinquency data for the District.

Santa Maria Joint Union High School District

EXHIBIT 4
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
SECURED TAX LEVIES AND DELINQUENCIES

Fiscal Year	Secured Tax Levy (a)	Secured Tax Delinquencies	Delinquencies as a Percent of Levy
2007-08	4,288,641.59	177,038.38	4.13%
2008-09	4,351,179.20	157,401.38	3.62%
2009-10	4,322,962.93	142,667.24	3.30%
2010-11	4,415,809.00	108,526.00	2.46%
2011-12	4,571,076.00	84,358.00	1.85%

(a) Debt service levy only.

Source: California Municipal Statistics, Inc.

Assessed Valuation

The District has a 2012-13 assessed valuation of \$11,453,441,156 of which \$11,453,050,516 is attributable to Santa Barbara County and a small portion (\$390,640) is attributable to San Luis Obispo County. Exhibit 5 shows the assessed valuation trends for the District.

EXHIBIT 5
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
HISTORIC ASSESSED VALUATIONS

Fiscal Year	Santa Barbara County	San Luis Obispo County	Total
2008-09	11,301,426,908	415,768	11,301,842,676
2009-10	10,971,321,730	387,097	10,971,708,827
2010-11	11,054,849,936	386,764	11,055,236,700
2011-12	11,256,916,526	387,818	11,257,304,344
2012-13	11,453,050,516	390,640	11,453,441,156

Valuations are before redevelopment adjustments and include unitary utility valuations.

Largest Taxpayers

The largest assessed property taxpayers of the District, for Santa Barbara County, are shown in Exhibit 6 below.

**EXHIBIT 6
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
LARGEST LOCAL SECURED TAXPAYERS (SANTA BARBARA COUNTY)**

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2012-13 Assessed Valuation</u>	<u>% of Total (1)</u>
1.	Breitbart Energy Holdings LLC	Petroleum/Gas	\$ 272,572,538	2.52%
2.	ERG Resources LLC	Petroleum/Gas	123,354,514	1.14
3.	Windset Farms California Inc.	Nursery/Greenhouse	94,357,192	0.87
4.	Okonite Company Inc.	Industrial	85,526,905	0.79
5.	Greka Oil & Gas Inc.	Petroleum/Gas	63,250,888	0.58
6.	Jackson Family Estates II LLC	Vineyards	55,454,234	0.51
7.	MGP 50 LLC	Rest Home	43,974,712	0.41
8.	Santa Maria Land Partners LLC	Apartments	43,290,001	0.40
9.	Town Center Street Scape LP	Shopping Centre	40,710,976	0.38
10.	Betteravia Investments LLC	Agricultural/Food Processing	40,024,476	0.37
11.	Tri M Rental Group	Agricultural/Food Processing	36,762,605	0.34
12.	Rice Ranch Ventures LLC	Residential Development	36,599,343	0.34
13.	Premiere Agricultural Properties LLC	Vineyards	36,333,399	0.34
14.	Santa Maria Partners LLC	Apartments	32,132,269	0.30
15.	Dario L. Pini	Apartments	30,893,413	0.29
16.	Wal-Mart Real Estate Business Trust	Commercial	26,639,289	0.25
17.	Arc Vineyard LLC	Vineyards	26,111,802	0.24
18.	Country Oaks LLC	Agricultural/Food Processing	26,100,000	0.24
19.	Parke at the Park Ltd.	Agricultural/Food Processing	25,493,287	0.24
20.	Apio Cooling	Industrial	<u>25,167,744</u>	<u>0.23</u>
			<u>\$1,164,749,587</u>	<u>10.76%</u>

(1) 2012-13 Local Secured Assessed Valuation: \$10,826,667,365. Excludes utility, unsecured, and RDA adjustments.

Source: California Municipal Statistics, Inc.

Bonded Indebtedness

Maturity dates and CUSIP numbers for the District's bonded indebtedness are shown in Exhibit 7 below.

EXHIBIT 7
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
LIST OF ISSUES AND CUSIP NUMBERS

<u>Maturity Date</u> (August 1)	<u>Principal Amount</u>	<u>CUSIP No.</u>	<u>Maturity Date</u> (August 1)	<u>Principal Amount</u>	<u>CUSIP No.</u>
Issue Date: February 22, 2001					
Title: General Obligation Bonds, Election of 2000, Series A					
2016	\$805,000	802309GL2	2017	\$875,000	802309GM0
Issue Date: March 1, 2003					
Title: General Obligation Bonds, Election of 2000, Series B					
2015	\$325,000	802309HH0	2018	\$455,000	802309HL1
2016	365,000	802309HJ6	2024	2,200,000	802309HS6
2017	410,000	802309HK3			

EXHIBIT 7 (continued)
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
LIST OF ISSUES AND CUSIP NUMBERS

Maturity Date (August 1)	Principal Amount	CUSIP No.	Maturity Date (August 1)	Principal Amount	CUSIP No.
Issue Date: February 5, 2005					
Title: General Obligation Bonds, Election of 2004, Series 2005					
2007	\$895,000	802309HX5	2019	\$1,700,000	802309JK1
2008	1,075,000	802309HY3	2020	1,960,000	802309JL9
2009	425,000	802309HZ0	2021	2,035,000	802309JM7
2010	105,000	802309JA3	2022	2,525,000	802309JN5
2011	235,000	802309JB1	2023	2,850,000	802309JP0
2012	370,000	802309JC9	2024	3,195,000	802309JQ8
2013	520,000	802309JD7	2025	3,565,000	802309JR6
2014	680,000	802309JE5	2026	3,970,000	802309JS4
2015	850,000	802309JF2	2027	4,505,000	802309JT2
2016	1,040,000	802309JG0	2028	4,685,000	802309JU9
2017	1,240,000	802309JH8	2029	4,975,000	802309JV7
2018	1,460,000	802309JJ4	2030	2,375,000	802309JW5

Final maturity date in 2030 is February 1.

Maturity dates in years 2027 through 2030 are Capital Appreciation Bonds with Initial Principal Amounts as follows:

2027	1,084,038.15
2028	1,058,013.55
2029	1,054,401.50
2030	481,768.75

EXHIBIT 7 (continued)
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
LIST OF ISSUES AND CUSIP NUMBERS

Maturity Date (August 1)	Principal Amount	CUSIP No.	Maturity Date (August 1)	Principal Amount	CUSIP No.
Issue Date: May 24, 2006					
Title: General Obligation Refunding Bonds, Series 2006					
Original issue: General Obligation Bonds, Election of 2000, Series A					
2007	\$345,000	802309GB4	2014	\$675,000	802309GJ7
2008	385,000	802309GC2	2015	735,000	802309GK4
2009	420,000	802309GD0	2018	955,000	802309GN8
2010	465,000	802309GE8	2019	1,035,000	802309GP3
2011	510,000	802309GF5	2020	1,120,000	802309GQ1
2012	555,000	802309GG3	2021	1,210,000	802309GR9
2013	615,000	802309GH1	2025	5,865,000	802309GV0

Issue Date: May 24, 2006					
Title: General Obligation Refunding Bonds, Series 2006					
Original issue: General Obligation Bonds, Election of 2000, Series B					
2007	\$115,000	802309GZ1	2013	\$250,000	802309HF4
2008	135,000	802309HA5	2014	285,000	802309HG2
2009	140,000	802309HB3	2019	495,000	802309HM9
2010	160,000	802309HC1	2020	550,000	802309HN7
2011	190,000	802309HD9	2021	605,000	802309HP2
2012	220,000	802309H37	2027	4,880,000	802309HV9

APPENDIX D

2012/2013

RESOLUTION NO. 2012/13 - 16

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$15,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS BONDS BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE AGREEMENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 2012/13 - 16**

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$15,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS BONDS BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE AGREEMENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, pursuant to the “Safer Schools, Smaller Classes and Financial Accountability Act” enacted by the voters of the State of California “Prop 39”) an election was duly called and regularly held in the Santa Maria Joint Union High School District (the “District”), located in Santa Barbara and San Luis Obispo Counties, California, on November 2, 2004 and thereafter canvassed pursuant to law; and

WHEREAS, at such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$79,000,000 payable from the levy of an ad valorem tax against the taxable property in the District (the “Authorization”); and

WHEREAS, at least fifty-five percent (55%) of the votes cast on the proposition were in favor of the Authorization; and

WHEREAS, pursuant to the provisions of Proposition 39, as set forth under Article 1 of Chapter 1.5 of part 10 of Division 1 of Title 1 of the California Education Code, and the California Constitution, the District may proceed to borrow funds 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”), commencing with Section 53506 *et seq.*, and may issue general obligation bonds by way of a resolution and compliance with certain statutory requirements; and

WHEREAS, the Board of Education of the District deems it necessary and desirable to authorize and consummate the sale of a portion of the bonds designated the “Santa Maria Joint Union High School District General Obligation Bonds, Election of 2004, Series 2013” (the “2013 Bonds”), with such additional or other series or subseries designations as may be approved as herein provided, in an aggregate principal amount not exceeding \$15,000,000, according to the terms and in the manner hereinafter set forth; and

WHEREAS, the 2013 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to authorization to be obtained from the Board of Supervisors of the County;

WHEREAS, the Board of Education has determined that securing the timely payment of the principal of and interest on the 2013 Bonds by obtaining a municipal bond insurance policy with respect thereto could be economically advantageous to the District; and

WHEREAS, a form of Bond Purchase Agreement (the Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Bond Purchase Agreement”) to purchase the 2013 Bonds proposed to be entered into with the underwriter to be selected by the District (the “Underwriter”) has been prepared; and

WHEREAS, the Board of Education has been presented with the form of each document referred to herein relating to the financing and refinancing contemplated hereby, and the Board of Education has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing and refinancing; and

WHEREAS, the District desires that the Auditor-Controller of the County annually establish tax rates on taxable property within the District for repayment of said bonds, pursuant to Sections 29100-29103 of the Government Code, that the Board of Supervisors of the County annually approve the levy of such tax, and that the Treasurer-Tax Collector of the County annually collect such tax and apply the proceeds thereof to the payment of principal of and interest on the 2013 Bonds when due, all pursuant to Sections 15250 and 15251 of the Education Code; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Maria Joint Union High School District, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board of Education so finds.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Auditor-Controller” means the Auditor-Controller of the County or any authorized deputy thereof.

“Authorized Officers” means the President of the Board of Education, or such other member of the Board of Education as the President may designate, the Superintendent of the District, the Assistant Superintendent, Business Services of the District, or such other officer or employee of the District as the Superintendent may designate.

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

“Board of Supervisors” means the Board of Supervisors of the County.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the sale of the 2013 Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

“Building Fund” means the El Santa Maria Joint Union High School District General Obligation Building Fund, Election of 2004, Series 2013 established by the Superintendent of Schools at the direction of the District and held by the County Office of Education.

“Capital Appreciation Bonds” means the 2013 Bonds accreting interest semiannually to the maturity date thereof payable in accordance with Section 5(e) hereof.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the 2013 Bonds.

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate to be executed and delivered by the District relating to the 2013 Bonds.

“Conversion Date” means the date a Convertible Capital Appreciation Bond converts to a bond bearing interest payable semiannually on a current basis.

“Convertible Capital Appreciation Bonds” means those 2013 Bonds accreting interest semiannually to the Conversion Date thereof and bearing interest payable semiannually on a current basis from and after the Conversion Date thereof, all in accordance with Section 5(f) hereof.

“County” means the County of Santa Barbara, California.

“Current Interest Bonds” means those 2013 Bonds bearing interest payable semiannually on a current basis in accordance with Section 5(d) hereof.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 6(a) of this Resolution.

“District” means the Santa Maria Joint Union High School District.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the 2013 Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

“Interest Date” means February 1 and August 1 of each year (a) commencing on February 1, 2013, with respect to the Current Interest Bonds and, for purposes of compounding interest on the Capital Appreciation Bonds and, to their Conversion Dates, Convertible Capital Appreciation Bonds, commencing on February 1, 2013, or such other dates as may be set forth in the Bond Purchase Agreement, and (b) with respect to Convertible Capital Appreciation Bonds, from and after their Conversion Date, commencing on the February 1 or August 1 immediately following such Conversion Date, or such other dates as may be set forth in the Bond Purchase Agreement.

“Opinion of Bond Counsel” means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

“Owner” means, with respect to any 2013 Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

“Paying Agent” means U.S. Bank National Association, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the 2013 Bonds in accordance with Section 8 hereof.

“Projects” has the meaning given such term in Section 3 hereof.

“Projects Costs” means all of the expenses of and incidental to the construction and/or acquisition of the Projects, including costs of issuance of the 2013 Bonds.

“Record Date” means, with respect to any Interest Date for the 2013 Bonds, the 15th day of the calendar month immediately preceding such Interest Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

“Registration Books” means the books for the registration and transfer of the 2013 Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

“2013 Bonds” or **“Bonds”** means the bonds authorized and issued pursuant to this Resolution, in one or more series or subseries, designated the “Santa Maria Joint Union High School District General Obligation Bonds, Election of 2004, Series 2013,” with such additional or other series or subseries designations as may be approved as herein provided

“State” means the State of California.

“Tax Certificate” means the Tax Certificate(s) with respect to the 2013 Bonds, executed by the District, dated the date of issuance of such 2013 Bonds.

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

“Underwriter” means the underwriter to be selected by the District pursuant to Section 16 hereof.

Section 3. Authorization and Designation of Bonds. Subject to the authorization of the District by the Board of Supervisors of the County to issue and sell the 2013 Bonds without the further action of the Board of Supervisors pursuant to the Bond Law, which authorization is hereby respectfully requested, the 2013 Bonds described herein are being issued pursuant to the authority of the Bond Law. The Board of Education hereby authorizes the issuance and sale of not to exceed \$15,000,000 aggregate principal amount of 2013 Bonds. The 2013 Bonds may be issued in one or more series or subseries and shall be designated “Santa Maria Joint Union High School District General Obligation Bonds, Election of 2004, Series 2013,” with appropriate additional or other series or subseries designations as approved by an Authorized Officer. The 2013 Bonds may be issued as Current Interest

Bonds, Capital Appreciation Bonds and/or Convertible Capital Appreciation Bonds, or any combination thereof, all as provided in Section 5 hereof. The proceeds of the 2013 Bonds, exclusive of any premium and accrued interest received, shall be applied to finance projects authorized to be financed under the Authorization (the "**Projects**").

Section 4. Form of Bonds; Execution. (a) *Form of 2013 Bonds.* The 2013 Bonds shall be issued in fully registered form without coupons. The Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds, and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the forms attached hereto as Exhibit A, Exhibit B and Exhibit C, respectively, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds.* The 2013 Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Education, and countersigned by the manual or facsimile signature of the Clerk of the Board of Education. The 2013 Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) *Valid Authentication.* Only such of the 2013 Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the 2013 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) *Identifying Number.* The Paying Agent shall assign each 2013 Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds. (a) *Date of 2013 Bonds.* The Current Interest Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement. The Capital Appreciation Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement. The Convertible Capital Appreciation Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) *Denominations.* The Current Interest Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof. The Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at maturity ("maturity value") or any integral multiple thereof, except that the first numbered Capital Appreciation Bond may be issued in a denomination such that the maturity value of such Capital Appreciation Bond shall not be an integral multiple of \$5,000. The Convertible Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at their Conversion Date or any integral multiple thereof.

(c) *Maturity.* The Current Interest Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Current Interest Bond shall mature later than the

date which is 30 years from the date of the Current Interest Bonds, to be determined as provided in subsection (a) of this Section. No Current Interest Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Agreement may provide that no Current Interest Bonds shall be issued.

The Capital Appreciation Bonds shall mature on the date or dates, in each of the years, and in such maturity values as shall be set forth in the Bond Purchase Agreement. No Capital Appreciation Bond shall mature later than the date which is 30 years from the date of the Capital Appreciation Bonds, to be determined as provided in subsection (a) of this Section. No Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Agreement may provide that no Capital Appreciation Bonds shall be issued.

The Convertible Capital Appreciation Bonds shall have Conversion Dates of and mature on the date or dates, in each of the years, in the accreted amounts and in the stated values at their Conversion Date as shall be set forth in the Bond Purchase Agreement. No Convertible Capital Appreciation Bond shall mature later than the date which is 25 years from the date of the Convertible Capital Appreciation Bonds, to be determined as provided in subsection (a) of this Section. No Convertible Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Agreement may provide that no Convertible Capital Appreciation Bonds shall be issued.

The Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds may mature in the same year or years as any other Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds, without limitation. The aggregate principal amount of the 2013 Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds shall not exceed \$15,000,000.

(d) *Interest; Current Interest Bonds.* The Current Interest Bonds shall bear interest at an interest rate not to exceed 7.00% per annum, payable on the Interest Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Current Interest Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Current Interest Bond, interest is in default on any outstanding Current Interest Bonds, such Current Interest Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Current Interest Bonds.

(e) *Interest; Capital Appreciation Bonds.* The Capital Appreciation Bonds shall not bear current interest; each Capital Appreciation Bond shall accrete in value daily over the term to its maturity (on the basis of a 360-day year consisting of twelve 30-day months), from its initial principal (denominational) amount on the date of issuance thereof to its stated maturity value at maturity thereof, on the basis of a constant interest rate (which shall not exceed 7.00% per annum) compounded semiannually on each Interest Date (with straight-line interpolations between Interest Dates). The accreted value per \$5,000 maturity value of

the Capital Appreciation Bonds on each Interest Date shall be given for reference in a table of accreted values to appear in the Capital Appreciation Bonds; provided, however, that the accreted value determined in accordance with this Section shall prevail over any different accreted value given in such table. Interest on the Capital Appreciation Bonds shall be payable only upon maturity or prior redemption thereof.

(f) *Interest; Convertible Capital Appreciation Bonds.* The Convertible Capital Appreciation Bonds shall not bear current interest prior to their respective Conversion Dates; each Convertible Capital Appreciation Bond shall accrete in value daily from its initial principal (denominational) amount on the date of issuance thereof to its stated value at the Conversion Date thereof (on the basis of a 360-day year consisting of twelve 30-day months), on the basis of a constant interest rate (which shall not exceed 7.00% per annum) compounded semiannually on each Interest Date (with straight-line interpolations between Interest Dates). From and after the respective Conversion Date of a Convertible Capital Appreciation Bond, such Convertible Capital Appreciation Bonds shall bear current interest on the accreted value thereof at an interest rate not to exceed 7.00% per annum, computed on the basis of a 360-day year of twelve 30-day months, payable on the Interest Dates in each year following its Conversion Date. Following the Conversion Date with respect thereto, each Convertible Capital Appreciation Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date following its Conversion Date, in which event it shall bear interest from its Conversion Date; provided, however, that if, at the time of authentication of any Convertible Capital Appreciation Bond, interest is in default on any outstanding Convertible Capital Appreciation Bonds, such Convertible Capital Appreciation Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Convertible Capital Appreciation Bonds.

Section 6. Payment of Bonds. (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the 2013 Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the Debt Service Fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the 2013 Bonds in such year, and to pay from such taxes all amounts due on the 2013 Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the 2013 Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

(a) *Debt Service Fund.* The County is hereby directed to deposit or cause to be deposited any accrued interest and any original issue premium received from the sale of the Bonds in the fund established for the account of the District and designated as the "Santa Maria Joint Union High School District General Obligation Bonds, Election of 2004, Series 2013, Debt Service Fund" (the "Debt Service Fund") to be used only for the payment of the principal of, premium, if any, and interest on the 2013 Bonds as provided in Section 15146 of the Education Code.

(b) *Principal.* The principal of the Current Interest Bonds and the accreted value of the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date.* The interest on the Current Interest Bonds and the Convertible Capital Appreciation Bonds after the Conversion Date shall be payable on each Interest Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Date, such interest to be paid by check or draft mailed on such Interest Date (if a business day, or on the next business day if the Interest Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Current Interest Bonds or Convertible Capital Appreciation Bonds after the Conversion Date who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Date.

(d) *Obligation of the District.* No part of any fund or account of the County is pledged or obligated to the payment of the 2013 Bonds. The obligation for repayment of the 2013 Bonds is the sole obligation of the District.

(e) *Bond Insurance.* The payment of principal of and interest on all or a portion of the 2013 Bonds may be secured by a municipal bond insurance policy as shall be described in the Bond Purchase Agreement. Each Bond Purchase Agreement executed with respect to the 2013 Bonds may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized and directed to qualify the District for municipal bond insurance for the 2013 Bonds and authorize that such insurance be obtained if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the 2013 Bonds. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract.

Section 7. Redemption Provisions. (a) *Optional Redemption.* The 2013 Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the 2013 Bonds shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds.

(b) *Selection.* If less than all of the 2013 Bonds (Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds), if any, are subject to such redemption and are called for redemption, such 2013 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the 2013 Bonds of any given maturity are

called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(c) *Mandatory Sinking Fund Redemption.* The 2013 Bonds, if any, which are designated in a Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in such Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any 2013 Bonds of that maturity redeemed in accordance with subsection (a) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the 2013 Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller is hereby authorized to create such sinking funds or accounts for the term 2013 Bonds as shall be necessary to accomplish the purposes of this Section.

(d) *Notice of Redemption.* Notice of any redemption of the 2013 Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the 2013 Bonds and the date of issue of the 2013 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of 2013 Bonds and the dates of maturity or maturities of 2013 Bonds to be redeemed; (vi) if less than all of the 2013 Bonds of a series of any maturity are to be redeemed, the distinctive numbers of the 2013 Bonds of each maturity of such series to be redeemed; (vii) in the case of 2013 Bonds of a series redeemed in part only, the respective portions of the principal amount of the 2013 Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of 2013 Bonds of a series to be redeemed; (ix) a statement that such 2013 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such 2013 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the 2013 Bonds or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the 2013 Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the 2013 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and

surrender of such 2013 Bonds at the place specified in the notice of redemption, such 2013 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such 2013 Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the Debt Service Fund or the trust fund established for such purpose. All 2013 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the 2013 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the 2013 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any 2013 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) *Funds for Redemption.* Prior to or on the redemption date of any 2013 Bonds there shall be available in the Debt Service Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the 2013 Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the 2013 Bonds to be redeemed upon presentation and surrender of such 2013 Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the 2013 Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District or otherwise held in trust for the payment of redemption price of the 2013 Bonds, the monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding 2013 Bonds all or any part of the principal, interest and premium, if any, on the 2013 Bonds at the times and in the manner provided herein and in the 2013 Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the 2013 Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the 2013 Bonds, but only out of monies on deposit in the

Debt Service Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the 2013 Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the Debt Service Fund of the District, be fully sufficient to pay and discharge the indebtedness on such 2013 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal or accreted value of, redemption premium, if any, or interest on the 2013 Bonds and remaining unclaimed for two years after the principal or accreted value of all of the 2013 Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent. (a) *Appointment; Payment of Fees and Expenses.* This Board of Education does hereby consent to and confirm the appointment of U.S. Bank National Association, to act as the initial paying agent for the 2013 Bonds. All fees and expenses of the paying agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the 2013 Bonds, or from the Debt Service Fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

(b) *Resignation, Removal and Replacement of Paying Agent.* The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$100,000,000 in net assets.

(c) *Principal Corporate Trust Office.* The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the 2013 Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose. If no office is so designated for a particular purpose, such functions shall be conducted at the office of U.S. Bank National Association in Los Angeles, California, or the principal corporate trust office of any successor Paying Agent.

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the 2013 Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, 2013 Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all 2013 Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System. (a) Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for each series of the 2013 Bonds and the 2013 Bonds shall be issued in book-entry form only, and shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. One bond certificate shall be issued for each maturity of each series or subseries of the Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds; provided, however, that if different CUSIP numbers are assigned to 2013 Bonds of a series or subseries maturing in a single year or, if 2013 Bonds of the same series or subseries maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such 2013 Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

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

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding 2013 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new 2013 Bond for each maturity shall be executed and delivered (in the case of Current Interest Bonds, in the aggregate principal amount of such Current Interest Bonds then outstanding, in the case of Capital

Appreciation Bonds, in the aggregate maturity value of such Capital Appreciation Bonds then outstanding, and in the case of Convertible Capital Appreciation Bonds, in the aggregate accreted value at the Conversion Date of such Convertible Capital Appreciation Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding 2013 Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new 2013 Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the 2013 Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new 2013 Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) In the case of partial redemption or an advance refunding of the 2013 Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the 2013 Bonds indicating the date and amounts of such reduction in principal.

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any 2013 Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the 2013 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any 2013 Bonds.

(e) So long as the outstanding 2013 Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the 2013 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange. (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any 2013 Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such 2013 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any 2013 Bond or 2013 Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new 2013 Bond or 2013 Bonds, of the same maturity, Interest Date and interest rate (in the case of Current Interest Bonds, for a like aggregate principal amount, in the case of Capital Appreciation Bonds, for a like aggregate maturity

value, and in the case of Convertible Capital Appreciation Bonds, for a like aggregate accreted value at the Conversion Date). The Paying Agent may require the payment by any Owner of 2013 Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any 2013 Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the 2013 Bonds for redemption, and (ii) after any 2013 Bond has been selected for redemption.

(b) *Exchange.* The 2013 Bonds may be exchanged for 2013 Bonds of other authorized denominations of the same maturity and Interest Date, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such 2013 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any 2013 Bond or 2013 Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new 2013 Bond or 2013 Bonds of the same maturity and interest payment mode and interest rate (in the case of Current Interest Bonds, for a like aggregate principal amount, in the case of Capital Appreciation Bonds, for a like aggregate maturity value, and in the case of Convertible Capital Appreciation Bonds, for a like aggregate accreted value at the Conversion Date). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any 2013 Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the 2013 Bonds for redemption, and (ii) after any 2013 Bond has been selected for redemption.

Section 11. Bond Purchase Agreement; Sale of Bonds. The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreements in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for 2013 Bonds shall not be in excess of 7.00%, (b) the interest rate on the Current Interest Bonds and, from and after their Conversion Dates, the Convertible Capital Appreciation Bonds, shall not exceed 7.00% per annum, (c) the Capital Appreciation Bonds and, to their Conversion Dates, the Convertible Capital Appreciation Bond, shall accrete in value at a compounded interest rate not to exceed 7.00% per annum, (d) the Underwriter's discount for the sale of 2013 Bonds shall not exceed 0.65% of the principal amount of such 2013 Bonds exclusive of any costs of issuance the Underwriter contracts to pay, and (e) the 2013 Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the 2013 Bonds, and with respect to the Current Interest Bonds, shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the

initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any, with respect to the Capital Appreciation Bonds, shall recite the date thereof, the initial principal amounts, maturity dates, and maturity values of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any, and with respect to the Convertible Capital Appreciation Bonds, shall recite the date thereof, the initial principal amounts, Conversion Dates, maturity dates, and stated value at the Conversion Date of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any.

The Board of Education hereby finds and determines that the sale of the 2013 Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, and ability to implement the sale in a shorter time period, an increased ability to structure the 2013 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the 2013 Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

In accordance with Section 15146(g) of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by U.S. Bank National Association, as cost of issuance administrator, proceeds of sale of the 2013 Bonds (exclusive of any premium received) in an amount directed by the District, as set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the 2013 Bonds.

Costs of issuance of the 2013 Bonds shall not exceed 2% of the principal amount of the 2013 Bonds (exclusive of underwriter's discount) and shall be set forth in detail in the Bond Purchase Agreement.

In accordance with section (h) and (i) of Section 15146 of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the Debt Service Fund of the District proceeds of sale of the 2013 Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the 2013 Bonds for a period of two years from the date of issuance of the 2013 Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

Section 12. Application of Proceeds. Upon the sale of the 2013 Bonds, the Treasurer is hereby directed to deposit or cause to be deposited the proceeds thereof, exclusive of accrued interest and any original issue premium, into the fund established for the account of the District and designated as the General Obligation Building Fund. The District shall, from time to time, disburse from the General Obligation Building Fund to pay the Projects Costs. Amounts in the General Obligation Building Fund shall be invested so as to be available for the aforementioned disbursements. The District shall keep a written record of disbursements from the General Obligation Building Fund.

Any amounts that remain in the General Obligation Building Fund at the completion of the Projects shall be transferred to the Debt Service Fund to be used to pay the principal of, premium, if any, and interest on the 2013 Bonds.

Section 13. Investment of Proceeds. (a) All funds held in the Debt Service Fund of the District shall be invested at the discretion of the Treasurer. In the absence of written request from the District, proceeds of the 2013 Bonds held in the Building Fund of the District shall be invested at the sole discretion of the Treasurer of the County pursuant to State law, including Government Code Section 53601 *et. seq.*, as the same may be amended or supplemented from time to time, and the investment policy of the County.

(b) To the extent permitted by law (i) at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the Building Fund of the District may be invested on behalf of the District in the Local Agency Investment Fund in the treasury of the State, and (ii) at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the Building Fund of the District may be invested on behalf of the District, in investment agreements, including guaranteed investment contracts, float contracts or other investment products (collectively, "Investment Agreements"), which comply with the requirements of each rating agency then rating the 2013 Bonds necessary in order to maintain the then-current rating on the 2013 Bonds. Pursuant to Section 5922 of the Government Code, the Board of Education hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the 2013 Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the 2013 Bonds and funds held to pay the 2013 Bonds.

Section 14. Other Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the Treasurer or the County Office of Education, additional funds may be established under this Resolution and/or accounts within any of the funds or accounts established hereunder.

Section 15. Tax Covenants. (a) The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on 2013 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate with respect to the 2013 Bonds to be executed by the District on the date of issuance of such 2013 Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the 2013 Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer of the County on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer in writing, and the District shall make its best efforts to ensure that the Treasurer shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provision of this Section, if the District shall provide to the Treasurer of the County an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on 2013 Bonds under Section 103 of the Code, the Treasurer may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate with respect to the 2013 Bonds, and the covenants hereunder shall be deemed to be modified to that extent.

Section 16. Professional Services. GCR, LLP shall serve as bond counsel and disclosure counsel to the District for the 2013 Bonds. Caldwell Flores Winters, Inc. shall serve as financial advisor to the District for the 2013 Bonds. An Authorized Officer, in consultation with the District's financial advisor, is authorized to select the Underwriter for the 2013 Bonds.

Section 17. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

Section 18. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 19. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the 2013 Bonds, and to file with the Auditor-Controller and with the Treasurer of the County a copy of each executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment on the 2013 Bonds, and to file with the Treasurer of the County a proposed schedule of draws on the Building Fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the 2013 Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the 2013 Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the 2013 Bonds the principal, interest, and premium, if any, due on the 2013 Bonds in each year, and to create in the County treasury to the credit of the District a Building Fund and an Debt Service Fund pursuant to Section 15146 of the Education Code.

Section 20. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors of the County authorizing the District to issue and sell the 2013 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7 of the Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this day, January 23, 2013.

President of the Board of Education of the
Santa Maria Joint Union High School District

ATTEST:

Clerk of the Board of Education of the
Santa Maria Joint Union High School
District

EXHIBIT A

FORM OF CURRENT INTEREST BOND

Number **UNITED STATES OF AMERICA** **Amount**
R-__ **STATE OF CALIFORNIA** \$ _____
COUNTIES OF SANTA BARBARA AND SAN LUIS OBISPO

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2004, SERIES 2013**

CURRENT INTEREST BOND

Maturity Date **Interest Rate** **Dated as of** **CUSIP No.**
August 1, 20__ _____% _____, _____
2013

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this bond is authenticated as of a date during the period from the Record Date (as defined herein) next preceding any interest payment date to such interest payment date, inclusive, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on _____ 1, 20__, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Bond is issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2013 (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank National Association, the paying agent/registrar and transfer agent of the District (the "Paying Agent"). The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15th day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Current Interest Bonds aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer in

immediately available funds to an account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as "Santa Maria Joint Union High School District General Obligation Bonds, Election of 2004, Series 2013" (the "Bonds"). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 2, 2004. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2013, by and between the District and _____, as underwriter.

The Current Interest Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Current Interest Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations of the same tenor, interest payment mode, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by order of the Board of Education duly made and entered

on its minutes. The Bonds represent an obligation payable out of the Debt Service Fund of the District, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying 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 herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, State of California, has caused this bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

President of the Board of Education of the
Santa Maria Joint Union High School District

Countersigned:

Clerk of the Board of Education of the Santa
Maria Joint Union High School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**U.S. BANK NATIONAL ASSOCIATION, AS
PAYING AGENT**

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number

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.

Dated: _____

Signature Guarantee: _____

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

EXHIBIT B

FORM OF CAPITAL APPRECIATION BOND

Number **UNITED STATES OF AMERICA**
CAB-__ **STATE OF CALIFORNIA**
COUNTIES OF SANTA BARBARA AND SAN LUIS OBISPO

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2004, SERIES 2013

CAPITAL APPRECIATION BOND

Maturity Date	Interest Rate	Dated as of	CUSIP No.
August 1, 20__		_____, 2013	_____

Registered Owner: **CEDE & CO.**

Initial Principal Amount: _____ DOLLARS

Accreted Value at Maturity: _____ DOLLARS

Santa Maria Joint Union High School District of the Counties of Santa Barbara and San Luis Obispo, State of California (the "District"), acknowledges itself obligated to and promises to pay, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above or upon prior redemption hereof, in lawful money of the United States of America, the accreted value hereof on such date, consisting of the Initial Principal Amount hereof plus interest accrued thereon to such date, commencing on the date hereof, compounded on February 1 and August 1 of each year commencing on _____ 1, 20__, at the Interest Rate specified above, assuming in any such semiannual period that such interest accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, until the obligation represented hereby shall have been discharged, as provided in the Resolution adopted by the Board of Education of the District on _____, 2013 (the "Resolution"). The accreted value hereof shall be determined in accordance with the Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any accreted value determined in accordance with the Resolution shall prevail over any accreted values given in the Table of Accreted Values. Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The accreted value hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank National Association, the paying agent/registrar and transfer agent of the District (the "Paying Agent").

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying tenors, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as "Santa Maria Joint Union High School District General Obligation Bonds, Election of 2004, Series 2013" (the

“Bonds”). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 2, 2004. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2013, by and between the District and _____, as underwriter.

The Capital Appreciation Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 accreted value at maturity (the “maturity value”) or any integral multiple thereof, except that the first numbered Bond may be issued in a denomination such that the maturity value of such Bond shall not be in an integral multiple of \$5,000, and provided that no Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate maturity value of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same tenor and interest payment mode and same aggregate maturity value will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law, that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond, and that this Bond is in substantially the form prescribed by order of this Board duly made and entered on its minutes. The Bonds represent an obligation payable out of the Debt Service Fund of the District, and the money for the payment of the maturity value of this Bond (or redemption price hereof upon redemption prior to maturity), shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Paying Agent for registration of transfer, exchange, or payment, and any certificate 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 herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, State of California, has caused this Bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

President of the Board of Education of the
Santa Maria Joint Union High School District

Countersigned:

Clerk of the Board of Education of the Santa
Maria Joint Union High School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**U.S. BANK NATIONAL ASSOCIATION, AS
PAYING AGENT**

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number

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.

Dated: _____

Signature Guarantee: _____

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

**CAPITAL APPRECIATION BOND
TABLE OF ACCRETED VALUES**

EXHIBIT C

FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND

Number **UNITED STATES OF AMERICA**
CCAB-__ **STATE OF CALIFORNIA**
COUNTIES OF SANTA BARBARA AND SAN LUIS OBISPO

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2004, SERIES 2013**

CONVERTIBLE CAPITAL APPRECIATION BOND

Maturity Date	Interest Rate	Conversion Date	Dated as of	CUSIP No.
August 1, 20__			_____, 2013	_____

Registered Owner: CEDE & CO.

Initial Principal Amount: _____ DOLLARS

Accreted Value at Conversion Date: _____ DOLLARS

Santa Maria Joint Union High School District of the Counties of Santa Barbara and San Luis Obispo, State of California (the "District"), acknowledges itself obligated to and promises to pay, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above or upon prior redemption hereof, in lawful money of the United States of America, the accreted value hereof on such date, consisting of the Initial Principal Amount hereof plus interest accrued thereon to the Conversion Date specified above, commencing on the date hereof, compounded on February 1 and August 1 of each year commencing on _____ 1, 20__, at the Interest Rate per annum specified above, assuming in any such semiannual period that such interest accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, and from and after said Conversion Date to pay interest on said accreted value as of said Conversion Date in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this bond is authenticated as of a date during the period from the Record Date (as defined herein) next preceding any interest payment date to such interest payment date, inclusive, in which event from such interest payment date) at the Interest Rate per annum stated above, payable commencing on the February 1 or August 1 first following said Conversion Date, and thereafter on February 1 and August 1 in each year, until the obligation represented hereby shall have been discharged, as provided in the Resolution adopted by the Board of Education of the District on _____, 2013 (the "Resolution"), upon the surrender hereof at the principal corporate trust office of U.S. Bank National Association, the paying agent/registrars and transfer agent of the District (the "Paying Agent"). The accreted value hereof shall be determined in accordance with the Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any accreted value determined in accordance with the Resolution shall prevail over any accreted values given in the Table of

Accreted Values. Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The accreted value hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of the Paying Agent. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15th day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Current Interest Bonds aggregating at least \$1,000,000 in accreted value as of the Conversion Date, interest will be paid by wire transfer in immediately available funds to an account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying tenors, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as "Santa Maria Joint Union High School District General Obligation Bonds, Election of 2004, Series 2013" (the "Bonds"). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 2, 2004. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2013, by and between the District and _____, as underwriter.

The Convertible Capital Appreciation Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 accreted value at the Conversion Date or any integral multiple thereof, provided that no Convertible Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate maturity value of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same tenor and interest payment mode and same aggregate maturity value will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law, that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond, and that this Bond is in substantially the form prescribed by order of this Board duly made and entered on its minutes. The Bonds represent an obligation payable out of the Debt Service Fund of the District, and the money for the payment of the maturity value of this Bond (or redemption price hereof upon redemption prior to maturity), shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any certificate 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 herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, State of California, has caused this Bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

President of the Board of Education of the
Santa Maria Joint Union High School District

Countersigned:

Clerk of the Board of Education of the Santa
Maria Joint Union High School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**U.S. BANK NATIONAL ASSOCIATION, AS
PAYING AGENT**

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number

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.

Dated: _____

Signature Guarantee: _____

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

**CONVERTIBLE CAPITAL APPRECIATION BOND
TABLE OF ACCRETED VALUES**

CLERK'S CERTIFICATE

I, Jack Garvin, Clerk of the Board of Education of the Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on January 23, 2013, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 2560 Skyway Drive, Santa Maria, California, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: January 23, 2013

Clerk of the Board of Education of Santa
Maria Joint Union High School District