

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION

Regular Meeting  
March 13, 2013

5:30 p.m. – Closed Session; 6:30 p.m. – General Session  
Santa Maria High School – Cafeteria  
901 S. Broadway, Santa Maria, CA 93454

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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	Unless otherwise announced, the next regular meeting will be held on April 17, 2013, with a closed session at 5:30 p.m. and open session at 6:30 p.m. at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455	14
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# CSBA PROFESSIONAL GOVERNANCE STANDARDS

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

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## 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.



### Board of Trustees Action Plans 2005-06 Santa Maria Joint Union High School District

1. Develop a systematic and comprehensive plan, for staff and public use, that communicates the current status and future plans for construction of school facilities. This will include information encompassing modernization, interim housing and new construction throughout the district.
2. Develop a plan to assist the Board of Trustees in becoming an effective governance team, and keep all efforts focused on student learning.
3. Develop a plan to foster a high level of academic performance for all students. This plan will be developed for each site, which must include the financial resources necessary and available to accomplish this goal.

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

## 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  
March 13, 2013**

**Santa Maria High School – Cafeteria  
901 S. Broadway, Santa Maria, California 93454**

**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.*

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**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. Presentations**

- A. Citizens' Bond Oversight Committee (CBOC) Annual Report to the Public
- B. Caldwell Flores Winters Foundation Scholarship (To be presented to Michelle Arriaga-Gamino, ERHS student)
- C. Shared Decision Making Presentation (Mark Goodman and Angela Boyle)

### **VII. Items Scheduled for Information**

#### **Superintendent's Report**

- A. Principal Reports
- B. Student Reports: Daisy Cervantes-Soria, Delta; Raul Macias, Santa Maria; Stephany Rubio, Pioneer Valley; and Ryland Towne, Righetti.
- C. Reports from Employee Organizations
- D. Board Member Reports

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**VIII. Items Scheduled for Action**

**A. General**

1. Review of Site Shared Decision Making (SDM) Governance Documents

Discussion of existing site SDM governance documents with the Board, Administration, and Counsel.

Resource Person(s): Mark Richardson, Chelsea Olson, Board Members

**\*\*\* IT IS RECOMMENDED THAT the Board of Education take action to address identified issues related to site SDM Governance Documents.**

**Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_**

2. Board Policies

The administration has reviewed the following amended or new Board Policies/Administrative Regulations, aligned with California School Boards Association updates, which are provided as education code and laws change.

These policies and regulations are presented for the board's review and adoption and will be included in the existing sections upon adoption.

A summary of revisions/changes made to the Board Policies/Administrative Regulations listed below is available in Appendix C.

**Business and Non Instructional Operations – Series 3000**

Fees and Charges BR/AR 3260

**Students – Series 5000**

Student Records AR 5125

Resource Person(s): Brenda Hoff, Director of Fiscal Services, John Davis, Asst. Supt. of Curriculum & Instruction

**\*\*\* IT IS RECOMMENDED THAT the Board of Education Board approve the Policies/Administrative as presented.**

**Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_**

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**B. Business**

1. 2012/13 Second Interim Report

California Education Code section 42130 et seq requires each school district to prepare and submit interim reports detailing the financial and budgetary status, to the County Office of Education. The Second Interim Report shall cover the period from July 1, 2012 to January 31, 2013, and be approved by the Board of Education no later than 45 days after the close of this period.

The Board shall certify in writing that the district can meet its financial obligations for the remainder of the fiscal year, based on current forecasts and assumptions, and for the subsequent two fiscal years. This certification is subject to review and confirmation by the County Office of Education.

Based upon current projections contained in the Report, the certification shall be classified as:

- 1) Positive Certification, indicating that the district can meet its financial obligations for the current and subsequent two years, or
- 2) Qualified Certification, indicating that the district may not be able to meet its financial obligations for the current year or the subsequent two years, or
- 3) Negative Certification, indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

A summary of the report is contained in Appendix D; the full report in accordance with the state-adopted Standards and Criteria and which are posted on the District website at: [www.smjuhsd.k12.ca.us](http://www.smjuhsd.k12.ca.us), click on Departments, Business Services, Financial Documents & Reports and finally Financial Reports 2012-13.

Since the District last revised its budget in December 2012, and taking into account adjustments to other items of income and expense, this Second Interim Report reflects an overall decrease of \$261,433 in the District's ending fund balance since the First Interim Revised Budget.

Furthermore, there remains an on-going structural deficit in the District's budget. The undesignated/unappropriated fund balance of approximately \$3 million gives the District "breathing room" to address the structural deficit for the next two years. As of the date of this posting, the District is able to file a "Positive Certification".

Resource Person(s): Yolanda Ortiz, Asst. Supt. of Business Services



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**\*\*\* IT IS RECOMMENDED THAT the Board Education adopt a Positive Certification for the Second Interim report for fiscal year 2012/13 as shown in Appendix D.**

**Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_**

**2. Authorization to Make Budget Revisions**

Income and expenditures have been updated in accordance with revenues, grant awards, personnel and other expenditure adjustments. The working budget, as shown in the Projected Year Totals column of the 2012/13 Second Interim Report has been adjusted to reflect these changes.

Resolution Number 18-2012-2013 authorizes these revisions.

Resource Person(s): Yolanda Ortiz, Asst. Supt of Business Services

**\*\*\* IT IS RECOMMENDED THAT the Board of Education Board approve Resolution Number 18-2012-2013 authorizing budget changes as identified in the 2012/13 Second Interim Report.**

**Moved \_\_\_\_\_ Second \_\_\_\_\_**

**A ROLL CALL VOTE IS REQUIRED:**

<b>Dr. Karamitsos</b>	_____
<b>Dr. Reece</b>	_____
<b>Dr. Walsh</b>	_____
<b>Mr. Tognazzini</b>	_____
<b>Dr. Garvin</b>	_____

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**March 13, 2013**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**RESOLUTION NUMBER 18-2012-2013**

**AUTHORIZATION FOR BUDGET REVISIONS**

**WHEREAS**, the Board of Education adopted its budget on June 20, 2012 for the fiscal year 2012/2013; subsequently revised the budget on December 12, 2012; and

**WHEREAS**, income will be received and expenditures in certain classifications will be required in excess of amounts budgeted therefore; and

**WHEREAS**, Education Code Section 42602 authorizes that the Board may budget and use any unbudgeted income provided during the fiscal year; and

**WHEREAS**, Education Code Section 42600 authorizes that transfers may be made from the designated fund balance or the unappropriated funds balance to any expenditure classification or between expenditure classifications at any time by written resolution of the district governing board;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education of the Santa Maria Joint Union High School District hereby authorizes budget revisions be made as reflected in the 2012/2013 Second Interim Report.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of March, 2013, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

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

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3. Establishment of a 457(b) Deferred Compensation Plan

The District has long offered a 403(b) retirement plan to its employees, funded entirely from employees' elective salary deferrals. At present, the District contracts with TSA Consulting Group, Inc. for administration of the plan and keeping the district compliant with all applicable Internal Revenue Service regulations. We have received an increase of inquiries from TSA, on behalf of our employees, and from other newly hired employees regarding the availability of a 457(b) plan.

The 457(b) plan would provide an additional retirement vehicle for the District's employees. It would be funded entirely through voluntary employee deductions and therefore would have no cost to the District. A 457(b) plan would allow employees the option to save in two different plans; would allow employees to maximize retirement savings in the case of a spouse who is either self-employed, or employed with no retirement plan vehicle; and would allow employees access to funds prior to age 59 ½, if separated from service, without additional penalty. Like the 403(b) plan, contributions to a 457(b) plan are "tax-deferred" and therefore subject to regular income taxes when withdrawn.

PlanMember Services is the recommended provider to offer the 457(b) services. They will provide the investment options, and all financial literacy and employee communication materials. PlanMember Services is an "umbrella" company offering over twenty-five different investment companies from which employees can choose. PlanMember Services is the preferred financial provider for the California Retired Teachers Association, the California Association of Latino Superintendents and Administrators, as well as approved and certified in a number of other states. Their corporate headquarters are in Carpinteria and they have a local office servicing north and south Santa Barbara County. Resolution Number 19-2012-2013 authorizes these revisions.

Resource Person(s): Yolanda Ortiz/Brenda Hoff, Director of Fiscal Services

\*\*\* **IT IS RECOMMENDED THAT the Board of Education approve Resolution Number 19-2012-2013 authorizing the adoption of a 457(b) plan, and execution of the necessary documents with TSA consulting for plan implementation and adoption including selection of PlanMember Services as the provider.**

Moved \_\_\_\_\_

Second \_\_\_\_\_

**A ROLL CALL VOTE IS REQUIRED**

Dr. Karamitsos \_\_\_\_\_  
Dr. Reece \_\_\_\_\_  
Dr. Walsh \_\_\_\_\_

Mr. Tognazzini \_\_\_\_\_  
Dr. Garvin \_\_\_\_\_

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**March 13, 2013**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**RESOLUTION NUMBER 19-2012-2013**

**AUTHORIZATION OF NECESSARY CHANGES TO ESTABLISH A 457(b) PLAN**  
**AND A FINANCIAL LITERACY PROGRAM FOR DISTRICT EMPLOYEES**

**WHEREAS**, the Governing Board of the Santa Maria Joint Union High School District ("District"), designated as a governmental employer as defined in Section 457(e)(1)(A) of the Internal Revenue Code as amended (the "Code"), desires to adopt and maintain a non-qualified deferred compensation plan under IRC Section 457(b) in which employees are permitted to make voluntary salary reductions; and

**WHEREAS**, the Santa Maria Joint Union High School District desires to establish the 457(b) plan with TSA Consulting Group as the third party administrator and PlanMember Services as an investment provider in the plan and to implement a Financial Literacy and Financial Wellness program designed to increase participation in the program and to assist employees in better understanding their retirement; and

**WHEREAS**, the Board, District officials, or other District employees, make no representations or recommendations and bear no responsibility for any employee's selection of specific investment options made available under the 457(b) Plan and further makes no representations to employees about the advisability, appropriateness or income tax consequences of any 457(b) account to which contributions are made;

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

1. All of the recitals herein contained are true and correct and the Board of Education of the District so finds.
2. The 457(b) plan is hereby adopted and the Superintendent of the District, and such other officer or employee of the District as the Superintendent may designate (the "Authorized Officers"), are each hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things which they may deem necessary or advisable, including the execution of documents, in order to establish and implement said plan with the third party administrator being TSA Consulting Group and the provider of investments and the financial literacy and financial wellness program being PlanMember Services.
3. That this Resolution is hereby adopted, approved, supersedes and replaces any and all prior resolutions and plans of the District authorizing the establishment of providers for the 457(b) Plan for its employees.
4. This Resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED this 13<sup>th</sup> day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

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- 4. Amendment and Restatement of Resolution No. 16-2012-2013 Authorizing the Issuance and Sale of General Obligation Bonds (Election 2004) Series 2013, Principal Amount Not to Exceed \$15 Million of New Money Bonds and \$30,000,000 Principal Amount of its Refunding Bonds

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. Additionally there may be an opportunity to refund existing bonds thereby resulting in a savings to taxpayers.

Resolution No. 20-2012-2013 authorizing the issuance and sale of the G.O. bonds is attached to the agenda as Appendix E. Copies of the Preliminary Official Statement, the Bond Purchase Agreement and the Escrow Agreement are available for review at the District Support Services Center, 2560 Skyway Drive, Santa Maria, CA. This resolution shall supersede Resolution 16-2012-2013.

Resource Person(s): Yolanda Ortiz, Asst. Supt. of Business Services

\*\*\* **IT IS RECOMMENDED THAT the Board of Education approve Resolution No. 20-2012-2013 presented as Appendix E, which authorizes the issuance and sale of General Obligation Bonds (Election 2004) Series 2013 in a principal amount not to exceed \$15 million of new money and \$30 million in a principal amount of its refunding bonds.**

Moved \_\_\_\_\_

Second \_\_\_\_\_

**A ROLL CALL VOTE IS REQUIRED:**

**Dr. Karamitsos** \_\_\_\_\_  
**Dr. Reece** \_\_\_\_\_  
**Dr. Walsh** \_\_\_\_\_  
**Mr. Tognazzini** \_\_\_\_\_  
**Dr. Garvin** \_\_\_\_\_

- 5. Authorization to Retain Bond Underwriting Services for Issuance and Sale of C2004 Bonds

On November 2, 2004, voters within the Santa Maria Joint Union High School District authorized the sale of \$79 million in general obligation bonds in order to finance various facility improvements throughout the District. The District is currently undertaking the sale

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of bonds under this authorization in the approximate amount of \$15 million. In anticipation of the bond sale, the District is seeking bond underwriter services to assist with the sale and issuance of general obligation bonds authorized thereunder.

The district administration in conjunction with our financial advisor solicited the top five most active California school bond finance underwriting firms. All firms responded to a Request for Proposal for general obligation bond underwriting services and subsequently interviewed three firms. After consideration, district administration recommends retaining Piper Jaffray & Co.

Resource Person(s): Yolanda Ortiz, Asst. Supt. of Business Services

**\*\*\* IT IS RECOMMENDED THAT the Board of Education retain bond underwriting services in connection with the Issuance and Sale of C2004 Bonds as recommended by the district administration.**

**Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_**

**6. Ratification of Bond Oversight Committee Member**

The Bond Oversight Committee was authorized to appoint new members and submit their names to the Board of Education for ratification. Walter Kedsle is submitted to serve for a two year term ending December 2014.

The ratification is to keep the Board of Education apprised of members who are serving on the Committee. It also serves to alert the Committee if any member proposed for ratification should not be appointed for reasons unknown to the Committee

Resource Person: Yolanda Ortiz, Asst. Supt. of Business Services

**\*\*\* IT IS RECOMMENDED THAT the Board of Education ratify the proposed appointment of the Bond Oversight Committee members for two years as presented.**

**Moved \_\_\_\_\_ Second \_\_\_\_\_**

**A ROLL CALL VOTE IS REQUIRED:**

<b>Dr. Karamitsos</b>	_____
<b>Dr. Reece</b>	_____
<b>Dr. Walsh</b>	_____
<b>Mr. Tognazzini</b>	_____
<b>Dr. Garvin</b>	_____

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**IX. 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 Minutes

January 23, 2013  
 February 13, 2013

B. Approval of Warrants for the Month of February 2013

Payroll	\$5,060,910.25
Warrants	<u>1,751,737.49</u>
<b>Total</b>	<b><u>\$6,812,647.74</u></b>

C. Attendance Report

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the sixth month attendance report presented on page 15.

D. Facility Report – **Appendix B**

E. Acceptance of Gifts

**Pioneer Valley High School**

<b>Donor</b>	<b>Recipient</b>	<b>Amount</b>
Gerry Starowicz	PVHS Cheer and Songleaders	\$2,700.00
State Farm	PVHS/Science	<u>5,000.00</u>
<b>Total Pioneer Valley High School</b>		<b><u>\$7,700.00</u></b>

**Santa Maria High School**

<b>Donor</b>	<b>Recipient</b>	<b>Amount</b>
Carr's Boots & Western Wear	FFA (value Carhartt Jackets)	\$200.00
Dr. David Jensen	FFA Horse Judging Team	100.00
Dr. Todd Gregory	FFA Horse Judging Team	200.00
Dr. Phoebe Smith	FFA Horse Judging Team	200.00
Doug O'Neil	FFA Horse Judging Team	<u>200.00</u>
<b>Total Santa Maria High School</b>		<b><u>\$900.00</u></b>



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F. Student Discipline Matters

- Administrative Recommendation for Student Expulsion(s): Student #'s 332001, 337613, 335038

G. Request for Travel

<b>School</b>	<b>Instructor in Charge</b>	<b>Event/Location</b>	<b>Dates</b>
PVHS	Greg Lanthier	Girls' Wrestling Competitions/Oklahoma	4/29-30/2013
RHS	Kelley DeBernardi	Student Leadership Conference/San Jose, CA	4/13-15/2013

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.

H. Notice of Completion

The following project has been substantially completed and in order to file the necessary Notice of Completion forms with the County of Santa Barbara, the Acceptance of Substantial Completion needs to be formally accepted by the Board of Education.

- 1) Santa Maria High School – 4 Portables Installation – Project #10-096.1; Brannon, Inc. dba Smith Electric Service – General Contractor

I. 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:

<b><u>Veh ID#</u></b>	<b><u>Year</u></b>	<b><u>Model/Make</u></b>	<b><u>Vin#/Serial No.</u></b>	<b><u>Condition</u></b>
190	1986	Chevy, ¾ Ton Truck	1GCG24M7GJ170858	Inoperable; repairs costs exceed vehicle value

The vehicle listed below was inadvertently submitted for disposal at the January 23, 2013 board meeting. This vehicle will not be put up for sale.

338	1995	Chevy, ¾ Ton Truck	2Fthf25h7sca20690
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## **REGULAR MEETING**

**March 13, 2013**

### **X. 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.

### **XI. 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.

### **XII. Next Meeting Date**

Unless otherwise announced, the next regular meeting of the Board of Education will be held on April 17, 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.

### **XIII. Future Regular Board Meetings:**

May 8, 2013  
June 12, 2013  
July 10, 2013 (if needed)  
August 14, 2013

September 11, 2013  
October 9, 2013  
November 13, 2013  
December 11, 2013

### **XIV. Adjourn**

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

January 9, 2013 through January 25, 2013

	Sixth Month 2011-12			Sixth Month 2012-13			Cumulative ADA				Decline @ <b>-0.320%</b> Y-T-D PROJECTED ADA	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		
<b>ERNEST RIGHETTI HIGH</b>												
Regular	1963	1891.08	96.3%	1938	1835.92	94.8%		1925.92		1906.13		
Special Education	86	80.92	94.1%	89	82.50	94.5%		84.47		85.53		
Independent Study	37	28.83	78.3%	35	29.17	87.7%		13.21		21.69		
Independent Study 12+	0	0.00	---	0	0.00	---		0.00		0.00		
Independent Study Spec Ed	2	1.25	62.5%	4	1.83	45.8%		1.32		2.50		
CTE Program	13	12.08	92.9%	11	9.42	81.9%		13.08		10.10		
Home and Hospital Reg Ed	6	4.58	100.0%	7	6.00	98.6%		3.26		3.31		
Home and Hospital Spec Ed	2	0.83	---	2	1.75	87.5%		0.89		0.55		
<b>TOTAL RIGHETTI</b>	<b>2109</b>	<b>2019.58</b>	<b>96.2%</b>	<b>2086</b>	<b>1966.58</b>	<b>94.8%</b>		<b>2042.15</b>		<b>2029.81</b>		
<b>SANTA MARIA HIGH</b>												
Regular	2009	1927.17	95.4%	2078	1981.08	95.2%		1994.79		2020.95		
Special Education	98	90.42	91.5%	90	81.42	90.7%		90.00		82.06		
Independent Study	75	63.00	90.4%	51	42.75	86.4%		40.99		36.58		
Independent Study 12+	8	8.00	94.1%	0	0.00	---		7.43		0.00		
Independent Study Spec Ed	0	0.00	---	1	0.50	50.0%		0.00		0.66		
CTE Program	10	9.17	93.2%	12	11.17	93.1%		8.15		9.36		
Home and Hospital Reg Ed	0	0.00	---	5	3.00	75.0%		2.13		2.36		
Home and Hospital Spec Ed	2	2.00	100.0%	3	1.92	63.9%		0.25		2.03		
<b>TOTAL SANTA MARIA</b>	<b>2202</b>	<b>2099.75</b>	<b>95.3%</b>	<b>2240</b>	<b>2121.83</b>	<b>95.0%</b>		<b>2143.73</b>		<b>2154.01</b>		
<b>PIONEER VALLEY HIGH</b>												
Regular	2301	2243.92	97.2%	2356	2276.83	96.2%		2316.33		2345.51		
Special Education	142	134.50	94.6%	121	113.50	94.2%		129.72		117.39		
Independent Study	124	95.08	81.9%	58	50.17	84.8%		78.15		34.78		
Independent Study 12+	1	1.00	100.0%	1	0.58	58.3%		2.31		0.54		
Independent Study Spec Ed	4	4.00	66.8%	5	4.75	100.0%		4.13		3.22		
CTE Program	0	0.00	---	0	0.00	---		0.00		0.00		
Home and Hospital Reg Ed	8	7.92	100.0%	6	6.00	100.0%		7.69		6.98		
Home and Hospital Spec Ed	1	0.83	83.3%	3	2.17	68.4%		0.58		1.54		
<b>TOTAL PIONEER VALLEY</b>	<b>2581</b>	<b>2487.25</b>	<b>97.1%</b>	<b>2550</b>	<b>2454.00</b>	<b>96.1%</b>		<b>2538.91</b>		<b>2509.96</b>		
<b>PROGRAM E DAY TREATMENT</b>	<b>0</b>	<b>0.00</b>	<b>---</b>	<b>8</b>	<b>6.58</b>	<b>89.8%</b>		<b>0.00</b>		<b>5.56</b>		
<b>DISTRICT SPECIAL ED TRANSITION</b>	<b>11</b>	<b>10.75</b>	<b>97.7%</b>	<b>10</b>	<b>9.67</b>	<b>96.7%</b>		<b>10.43</b>		<b>9.96</b>		
<b>ALTERNATIVE EDUCATION</b>												
Delta Continuation	310	243.25	78.3%	310	240.57	78.0%		228.12		249.37		
Delta 12+	4	2.94	72.0%	0	0.00	---		4.82		1.24		
Delta Independent Study	43	37.36	93.2%	66	54.05	85.0%		22.18		40.56		
Delta Independent Study 12+	18	18.10	100.6%	21	21.42	100.0%		21.59		27.90		
Delta Independent Study Spec Ed	0	0.00	93.2%	0	0.00	---		0.00		0.00		
Home & Hospital Reg Ed	0	0.00	---	0	0.00	---		0.00		0.00		
Freshman & Sophomore Prep	110	106.19	97.3%	137	132.06	97.8%		121.76		125.24		
Reach Program--DHS	2	1.58	61.0%	1	1.00	100.0%		0.87		0.13		
Reach Program--PVHS, RHS & SMHS	27	25.58	95.3%	0	0.00	---		17.66		0.00		
Reach Program--SMHS	0	0.00	---	8	7.67	95.8%		0.00		3.46		
Reach Program--PVHS	0	0.00	---	11	7.75	88.6%		0.00		5.53		
Home School @ Library Program	65	58.58	89.9%	46	39.33	85.2%		55.30		41.49		
<b>TOTAL ALTERNATIVE EDUCATION</b>	<b>579</b>	<b>493.58</b>	<b>85.2%</b>	<b>600</b>	<b>503.84</b>	<b>84.0%</b>		<b>472.30</b>		<b>494.91</b>		
<b>TOTAL HIGH SCHOOL DISTRICT</b>	<b>7482</b>	<b>7110.91</b>	<b>95.0%</b>	<b>7494</b>	<b>7062.51</b>	<b>94.2%</b>	<b>94.4%</b>	<b>7207.51</b>	<b>94.3%</b>	<b>7204.22</b>	<b>7184</b>	<b>20</b>

Santa Maria Joint Union High School District  
March 13, 2013

CLASSIFIED PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	Pay Rate	Hours	
	Increase Hours	Food Service Worker I	SMHS	2/19/13	9/E	3 to 3.75	
	Increase Hours	Bus Driver	DO	2/7/13	18/E	4 to 4.25	
	Increase Hours	Food Service Worker I	PVHS	3/4/13	9/B	2 to 3	
	Resign	Food Service Worker II	ERHS	3/13/13	12/D	6.5	
	Increase Hours	Bus Driver	DO	2/7/13	18/D	4 to 4.5	
	Increase Hours	Bus Driver	DO	2/7/13	18/E	4 to 4.25	
CERTIFICATED PERSONNEL ACTIONS							
Name	Action	Status	Subject	Site	Effective	Salary	FTE
	Non-Reelect	Prob. 1	SPED: LH	PVHS	6/7/13	IV, 2	1
	Unpaid LOA	Perm	Home Ec	SMHS	2013/14	IV, 17	0.33
	Retire	Perm	Art	SMHS	6/7/13	V, 29	1
	Non-Reelect	Prob. 2	School Psychologist	DO	6/7/13	V, 10	1
	Employ	Temp.	Earth Science/Math	LC	3/4-6/6/13	III, 1	1
<b>2013/14 Employment List Attached</b>							
COACHING PERSONNEL ACTIONS							
Assignment	Name	Action	Site	Season	ASB Stipend	DO Stipend	
<b>Baseball, Asst Frosh Boys</b>		Stipend	ERHS	Spring		\$1,000.00	
<b>Dance Team Advisor</b>		Revised Stipend-Resign 02/27/13	ERHS	2012-2013		\$1,425.84	
<b>Baseball, Head Varsity Boys</b>		Stipend	PVHS	Spring		\$3,140.00	
Asst Varsity Boys		Stipend	PVHS	Spring		\$1,350.00	
Asst Varsity Boys		Stipend	PVHS	Spring		\$1,350.00	
Asst Varsity Boys		Stipend	PVHS	Spring		\$800.00	
Co-Head JV Boys		Stipend	PVHS	Spring		\$1,250.00	
Co-Head JV Boys		Stipend	PVHS	Spring		\$1,250.00	
Head Frosh Boys		Stipend	PVHS	Spring		\$1,250.00	
Asst Frosh Boys		Stipend	PVHS	Spring		\$600.00	
<b>Golf, Head Varsity Boys</b>		Stipend	PVHS	Spring		\$2,775.00	
Asst Varsity Boys		Stipend	PVHS	Spring	\$1,225.18		

Santa Maria Joint Union High School District  
March 13, 2013

<b>COACHING PERSONNEL ACTIONS (Continued)</b>						
Assignment	Name	Action	Site	Season	ASB Stipend	DO Stipend
<b>Softball, Head Varsity Girls</b>		Stipend	PVHS	Spring		\$2,923.00
Asst Varsity Girls		Stipend	PVHS	Spring		\$2,200.00
Head JV Girls		Stipend	PVHS	Spring		\$1,800.00
Asst JV Girls		Stipend	PVHS	Spring		\$1,500.00
<b>Swim, Head Varsity Boys</b>		Stipend	PVHS	Spring		\$2,000.00
Head Varsity Girls		Stipend	PVHS	Spring		\$2,000.00
Asst Varsity Girls		Stipend	PVHS	Spring		\$1,550.00
<b>Tennis, Head Varsity Boys</b>		Stipend	PVHS	Spring		\$2,356.00
Head JV Boys		Stipend	PVHS	Spring		\$1,000.00
Asst JV Boys		Stipend	PVHS	Spring		\$750.00
Asst JV Boys		Stipend	PVHS	Spring		\$750.00
<b>Track, Head Varsity Boys</b>		Stipend	PVHS	Spring		\$3,100.00
Head JV Boys		Stipend	PVHS	Spring		\$2,378.00
Head Varsity Girls		Stipend	PVHS	Spring		\$2,400.00
Head JV Girls		Stipend	PVHS	Spring	\$898.47	\$798.00
Asst JV Girls		Stipend	PVHS	Spring		\$1,700.00
Asst JV Girls		Stipend	PVHS	Spring		\$700.00
<b>Volleyball, Head Varsity Boys</b>		Stipend	PVHS	Spring		\$2,973.00
Head JV Boys		Stipend	PVHS	Spring		\$2,000.00
Head Frosh Boys		Stipend	PVHS	Spring		\$1,100.00
Asst Frosh Boys		Stipend	PVHS	Spring		\$860.00
Asst Frosh Boys		Stipend	PVHS	Spring		\$500.00
<b>Co-Asst. Athletic Director</b>		Stipend	PVHS	Spring		\$1,475.00
<b>Co-Asst. Athletic Director</b>		Stipend	PVHS	Spring		\$900.00
<b>Co-Asst. Athletic Director</b>		Stipend	PVHS	Spring		\$400.00











## Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
FACILITIES REPORT  
February 2013

### 1. Ernest Righetti High School Construction Projects

#### **C2004 ERHS Restrooms, Access Road, & Greenhouse – Westberg + White Architects**

- Final retention has been released. This project is closed. The DSA closeout process continues through the Architect.

### 2. Santa Maria High School Construction Projects

#### **C2004 SMHS New Pool – Rachlin Architects**

- The retention release application is in process. The DSA closeout process continues through the Architect.

#### **SMHS 4 Portables South Campus Relocation – Rachlin Architects**

- The first pay application is in process. The DSA closeout process continues through the Architect.

#### **C2004 SMHS New Classroom Building at Broadway – Rachlin Architects**

- The California Environmental Quality Act (CEQA) assessment process continues. The Final Mitigated Negative Declaration is scheduled to be presented to the Board at the April 2013 Board meeting.
- The California Department of Education and Division of State Architect continue to review the plans.
- The estimated construction start remains early summer 2013.

### 3. Pioneer Valley High School Construction Projects

#### **C2004 PVHS Performing Arts Building – BCA Architects**

- At the February Board meeting, District Administration and the project architect presented information on two cost options. The Board provided direction to pursue Option 2 which included three additional classrooms and support spaces.
- BCA Architects will meet with District Administration March 6<sup>th</sup> to consider options related to bidding via the Design, Bid, Build process or the Lease-Lease Back process, and to finalize the architectural services contract

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

- Multiple site visits occurred in February to review concrete condition throughout the campus and refine the project scope. The architect is developing cost estimates to determine final work to be bid.
- Construction is planned for summer 2013.

## 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. The District's realtor continues to search for potential properties.

## 5. District Wide Energy Upgrade

### **District Wide Energy Upgrade – Johnson Controls Inc.**

- Upgrade Work completed this period includes the retrofit of HVAC controls and upgraded irrigation systems.
- Support Services and Facilities M&O met with the JCI Architect, consultants, and management to plan activities and determine support requirements for items needing DSA approval (new light fixtures, etc.). It was determined that DSA emphasis on project close outs may cause delay in plan approval at some locations due to activities planned for areas where old projects were not properly closed. The JCI Architect will be discussing the situation with DSA representatives to determine the overall impact. Support Services personnel are conducting a review of all projects currently listed with DSA to determine the total number of projects requiring action.
- The final schedule completion remains 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 update process of the 5 year Facilities Project – Priority List in preparation of project scheduling through summer 2013. Work targeted includes paving, portable roofing, carpeting, fencing, rain gutters, painting, and landscaping.
- Project bid package development is underway.

## Maintenance & Operations

### PVHS

- Prepared varsity and junior varsity baseball and softball fields for spring: marked the fields, painted the backstops, and installed new infield surface material. (Photo)
- Prepared the swimming pool for swim season. (Photo)
- Adjusted heating and air conditioning system thermostats in the two story classroom buildings after the new controls were installed in the Johnson Controls Energy Project. Carbon dioxide monitoring and control equipment was also installed at the same time; that has required some additional adjustments to the classroom controls.
- Installed and began a test of Rauland wireless synchronous clocks. Five clocks and a transmitter were installed and tied into the District's time server to evaluate the use of this new technology for providing synchronized classroom clocks.
- Repaired the electrical grounding system for the Industrial Arts welding machines.
- Repaired exterior lighting system in quad area.
- Performed troubleshooting on the security system for the pool and football stadium. Replaced the back-up batteries in these areas.
- Performed holiday energy conservation shutdown and start-up for two holidays.
- Provided setup and tear down for volleyball, basketball, football, wrestling and track/field, baseball, softball, an all-school rally, awards night, and freshman parent night.
- Repaired the ice machine in the cafeteria kitchen.
- Repaired the swim timing system.
- Performed annual inspection of natural gas earthquake valves throughout the campus.
- Provided morning drop-off traffic control: 100 hours.
- Preventive work order hours – 43
- Routine work order hours – 85
- Total work orders completed – 86
- Event setup hours – 67

### RHS

- Prepared the stadium for Track and Field 2013 season.
- Prepared the stadium and field for CIF soccer games.
- Prepared the varsity and junior varsity baseball fields for 2013 season.
- Prepared the softball field for 2013 season. (Photo)
- Prepared the gym for CIF Basketball. (Photo)
- Assisted the Johnson Controls crew during the installation of the playfield irrigation project.
- Repaired and painted the dugouts at varsity and junior varsity baseball fields.
- Continued the chemical dispenser installation in custodian rooms.
- Rearranged a storage area for charging and storing golf carts, including electrical charging stations and improved lighting for night time use.
- Performed holiday energy conservation shutdown and start-up for two holidays.
- Replaced scoreboard lights in the gymnasium.
- Weekend crew cleaned windows in various areas of the campus.
- Trained substitute custodians in District cleaning procedures.
- Repaired the roof on the restroom at the new greenhouse.
- Installed new brackets on the boys' restroom urinal flush valves to protect them from vandalism.
- Repaired the cabinet trim in art room 131.
- Provided setup and tear down for various events: diversity day, picture day, and Valentine's Day.
- Preventive work order hours – 21
- Routine work order hours - 12
- Total work orders completed – 110
- Event setup hours - 89

## REGULAR MEETING

March 13, 2013

### SMHS

- Prepared the varsity baseball field for 2013 season. (Photo)
- Prep junior varsity softball field for 2013 season.
- Setup for and supported the Saints Motorsports Club car show. (Photo)
- Repaired a collapsed irrigation conduit near the small gymnasium boiler room. (Two Photos)
- Fertilized various turf areas on campus.
- Assisted the Johnson Controls crew during the installation of the playfield irrigation project.
- Wired power supplies for new irrigation controllers.
- Improved the ventilation in the Home Economics storage and work room.
- Installed new plants along Broadway in front of the Administration Building. (Photo)
- Mounted a retail slat wall display in the student store.
- Resealed the window frames on room 609.
- Repainted the interior of the Agriculture Science laboratory.
- Performed holiday energy conservation shutdown and start-up for two holidays.
- Assisted the Johnson Controls crew in the installation and programming of the new energy management system (EMS).
- Installed a washing machine in girls' PE.
- Installed an automated external defibrillator (AED) at the swimming pool.
- Provided setup and tear down for several events: February School Board meeting, Parent/Teacher night, Senior Class meeting, lunch time rally, ELAC meeting, Ballet Folklorico, Faculty Association, Migrant Parent meeting, School Site Council, FFA Booster meeting, football potluck, PIQE meeting, and Fighting Back Santa Maria.
- Picked up a piano that was donated to the school by a member of the community.
- Cleaned the security camera lenses at all schools.
- Removed sports equipment from the roof of the Learning Center.
- Preventive work order hours – 88
- Routine work order hours – 147
- Total work orders completed – 189
- Event setup hours – 141

### Graffiti & Vandalism

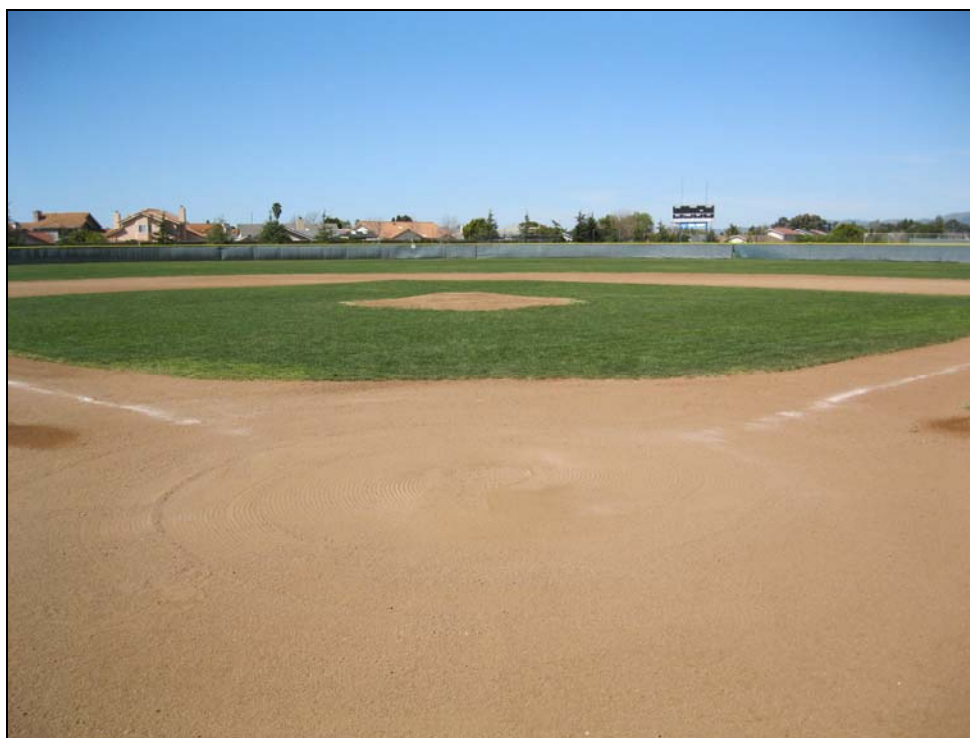
• ERHS	\$	170
• DHS	\$	50
• SMHS	\$	100
• PVHS	\$	50

Reese Thompson  
Director – Facilities and Operations

## Photo Gallery



New painter, Ernest Paz (2<sup>nd</sup> from left) replaces Louie Quintana. District Maintenance crew welcomes Ernest (L-R Ray Segovia, Ernest, Allen Johnson, José Placencia, John Swanson)



PVHS - Varsity Baseball Field Ready for the 2013 Season



PVHS – Swimming Pool Ready for the Season



ERHS Softball Field Groomed for the New Season





ERHS – Preparing the Gymnasium for CIF Basketball Playoffs



SMHS – Varsity Baseball Prepared and Ready for Another Season





SMHS - Saints Racing Car Show and Barbecue Fund Raiser was a Success



SMHS - Repairing a Collapsed Irrigation Conduit Near the Small Gymnasium



SMHS – Repairs Can Get Messy



SMHS – New Plantings Along Broadway Improve the School’s Curb Appeal

**Board Policies for Approval  
March 13, Board Meetings**

**APPENDIX C**

<b>POLICY NUMBER</b>	<b>DESCRIPTION</b>
<b>BP/AR 3260</b> (BP/AR revised)	<b>MANDATED</b> policy updated to reflect <b>NEW LAW (AB 1575)</b> which clarifies the prohibition against charging of student fees, prescribes the use of uniform complaint procedures for filing a complaint when the charging of an impermissible fee is alleged, and requires information about student fees to be included in the annual notification regarding uniform complaint procedures. Regulation updated to reflect <b>NEW LAW (SB 1016)</b> which requires the district to charge a fee to families enrolled in part-day preschool programs and/or wraparound child care services in accordance with the fee schedule established by the Superintendent of Public Instruction.
<b>AR 5125</b> (AR revised)	<b>MANDATED</b> regulation updates to reflect <b>NEW LAW (AB 733)</b> which, in many respects conforms state law to federal law with regard to persons authorized to access student records. Regulation also reflects <b>NEW LAW (AB1799)</b> which requires a student's records to be transferred, within 10 school days of receiving a request, to another school in which the student is enrolled or intends to enroll.

# Administrative Regulation

## Fees And Charges

AR 3260

### Business and Noninstructional Operations

The district shall not require any district student to pay any fees, deposits, or charges except as specifically authorized by law. (Education Code 49011; 5 CCR 350)

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following:

1. Insurance for athletic team members, with an exemption for financial hardship (Education Code 32221)

(cf. 5143 - Insurance)

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

3. Expenses of students' participation in a field trip or excursion to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

(cf. 6153 - School-Sponsored Trips)

4. Student fingerprinting program (Education Code 32390)

(cf. 5142.1 - Identification and Reporting of Missing Children)

5. School camp programs operated pursuant to Education Code 8760-8773 provided that the fee is not mandatory (Education Code 35335)

(cf. 6142.5 - Environmental Education)

6. Personal property of the district fabricated by students, as long as the cost of the property does not exceed the cost of the materials provided by the district (Education Code 17551)

7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and as long as exemptions are made for indigent and disabled students (Education Code 39807.5)

(cf. 3250 - Transportation Fees)

8. Transportation to and from summer employment programs for youth (Education Code 39837)

9. Deposit for band instruments, music, uniforms, and other regalia which school band

members take on excursions to foreign countries (Education Code 38120)

10. Fees for community service classes (Education Code 51815)

(cf. 6142.4 - Service Learning/Community Service Classes)

11. Eye safety devices, at a price not to exceed the district's actual costs (Education Code 32033)

(cf. 5142 - Safety)

12. Actual cost of furnishing copies of any student's records except, if he/she is a former student, up to two transcripts or two verifications of his/her various records (Education Code 49065)

(cf. 5125 - Student Records)

13. Actual costs of duplication for copies of public records (Government Code 6253)

(cf. 1340 - Access to District Records)

14. Actual costs of duplication for reproduction of the prospectus of school curriculum (Education Code 49091.14)

(cf. 5020 - Parent Rights and Responsibilities)

15. Food sold at school subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3551 - Food Service Operations/Cafeteria Funds)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3554 - Other Food Sales)

16. Fines or reimbursements for lost or damaged district property or damage to library property (Education Code 19910-19911, 48904)

(cf. 3515.4 - Recovery for Property Loss or Damage)

17. Tuition for district school attendance by an out-of-state and out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

(cf. 5111.2 - Nonresident Foreign Students)

18. Adult education books, materials, and classes as specified in law (Education Code 52612, 60410)

(cf. 6200 - Adult Education)

19. Preschool and child care and development services (Education Code 8239, 8263)

(cf. 5148 - Child Care and Development)  
(cf. 5148.3 - Preschool/Early Childhood Education)

20. Physical education uniforms

(cf. 6142.7 - Physical Education and Activity)

Regulation adopted: Rev. CSBA: March 13, 2013	SANTA MARIA JOINT UNION HSD Santa Maria, California
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# **Board Policy**

## **Fees And Charges**

BP 3260

### **Business and Noninstructional Operations**

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the educational program are made available to them. No student shall be required to pay any fees, deposits, or other charges for his/her participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

(cf. 1321 - Solicitation of Funds from and by Students)  
(cf. 3100 - Budget)  
(cf. 3290 - Gifts, Grants and Bequests)  
(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. For such authorized fees, deposits, and charges, the district shall consider students' and parents/guardians' ability to pay when establishing fee schedules and granting waivers or exceptions.

(cf. 3250 - Transportation Fees)  
(cf. 3515.4 - Recovery for Property Loss or Damage)  
(cf. 3553 - Free and Reduced Price Meals)  
(cf. 5143 - Insurance)  
(cf. 9323.2 - Actions by the Board)

Whenever a student or parent/guardian believes that an impermissible fee, deposit, or other charge is being required of the student for his/her participation in an educational activity, the student or his/her parent/guardian may file a complaint with the principal or designee using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall include information in the annual notification required by 5 CCR 4622 to be provided to all district students, parents/guardians, employees, and other interested parties about the requirements relating to the prohibition against districts requiring students to pay fees, deposits or other charges in order to participate in an educational activity, unless authorized by law, and the filing of complaints for alleged violations using the uniform complaint procedures. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)  
(cf. 5145.6 - Parental Notifications)

### **Legal Reference:**

EDUCATION CODE

8239 Preschool and wraparound child care services



8263 Child care eligibility  
 8760-8773 Outdoor science and conservation programs  
 17551 Property fabricated by students  
 19910-19911 Offenses against libraries  
 32033 Eye protective devices  
 32221 Insurance for athletic team member  
 32390 Fingerprinting program  
 35330-35332 Excursions and field trips  
 35335 School camp programs  
 38080-38085 Cafeteria establishment and use  
 38120 Use of school band equipment on excursions to foreign countries  
 39807.5 Payment of transportation costs  
 39837 Transportation of students to places of summer employment  
 48050 Residents of adjoining states  
 48052 Tuition for foreign residents  
 48904 Liability of parent or guardian  
 49010-49013 Student fees  
 49065 Charge for copies  
 49066 Grades, effect of physical education class apparel  
 49091.14 Prospectus of school curriculum  
 51810-51815 Community service classes  
 52612 Tuition for adult classes  
 52613 Nonimmigrant aliens  
 60410 Students in classes for adults  
 GOVERNMENT CODE  
 6253 Request for copy; fee  
 CALIFORNIA CONSTITUTION  
 Article 9, Section 5 Common school system  
 CODE OF REGULATIONS, TITLE 5  
 350 Fees not permitted  
 4622 Notice  
 UNITED STATES CODE, TITLE 8  
 1184 Foreign students  
 COURT DECISIONS  
 Driving School Assn of CA v. San Mateo Union HSD (1993) 11 Cal. App. 4th 1513  
 Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251  
 Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739  
 Hartzell v. Connell (1984) 35 Cal. 3d 899  
 CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

**Management Resources:**

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES  
 1030.97 Fiscal Management Advisory 97-02: Fees, Deposits and Other Charges  
 WEB SITES  
 CSBA: <http://www.csba.org>  
 California Department of Education: <http://www.cde.ca.gov>

Policy adopted: Rev. CSBA March 13, 2013	SANTA MARIA JOINT UNION HSD Santa Maria, California
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# Administrative Regulation

## Student Records

AR 5125

### Students

#### Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee
3. Records of the law enforcement unit of the district, subject to the provisions of 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

4. Records created or received by the district after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for stipulated periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records.

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

### **Persons Granted Access**

The following persons shall have absolute access to any and all student records in accordance with law:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student age 18 years or older, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

In addition, the following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

When the district discloses personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
7. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #6 above (Education Code 49076)
8. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

9. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
10. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
11. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code

49076)

12. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

13. Any foster family agency with jurisdiction over currently enrolled or former students for purposes of accessing those students' records of grades and transcripts and any individualized education program developed and maintained by the district (Education Code 49069.3)

(cf. 6173.1 - Education for Foster Youth)

14. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #11 above. (Education Code 49076)

15. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

At his/her discretion, the Superintendent or designee may release information from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
  - a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
  - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
  - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, in which case the Superintendent or designee shall notify the student's parent/guardian of his/her rights in accordance with law prior to releasing the information (Health and Safety Code 120440)
6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)
8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the provisions of 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.31, 99.37)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Persons, agencies, or organizations not afforded access rights by law may be granted access only through written consent of the parent/guardian or adult student, or by judicial order. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent may grant consent if both parents notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

### **De-identification of Records**

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

### **Process for Providing Access to Records**

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When prior written consent is required by law, the parent/guardian shall provide a written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR

99.30)

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

### **Access Log**

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The log does not need to include record of access by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, custodian of records, and certain state or federal officials. (Education Code 49064; 5 CCR 432)

### **Duplication of Student Records**

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

(cf. 3260 - Fees and Charges)

### **Changes to Student Records**



Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - Challenging Student Records)

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

### **Retention and Destruction of Student Records**

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - Admission)

3. Sex of student
4. Name and address of parent/guardian of minor student
  - a. Address of minor student if different from the above
  - b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained

subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefore

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

2. A log identifying persons or agencies who request or receive information from the student record

3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

5. Language training records

(cf. 6174 - Education for English Language Learners)

6. Progress slips/notices required by Education Code 49066 and 49067

7. Parental restrictions/stipulations regarding access to directory information

8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action

9. Parent/guardian authorization or denial of student participation in specific programs

10. Results of standardized tests administered within the past three years

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6162.52 - High School Exit Examination)

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

### **Transfer of Student Records**

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)  
(cf. 5119 - Students Expelled From Other Districts)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

### **Notification of Parents/Guardians**

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. Insofar as practicable, the district shall provide these notices in the student's home language and shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

<b>Regulation adopted: Rev. CSBA: March 2013</b>	<b>SANTA MARIA JOINT UNION HSD Santa Maria, CA</b>
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**REGULAR MEETING**  
**March 13, 2013**

**\*\*\*REVISED\*\*\***

**APPENDIX D**

**2012/13 Second Interim Revised Budget**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
2012/13 SECOND INTERIM REVISED GENERAL FUND BUDGET ASSUMPTIONS**

This revised budget for the Santa Maria Joint Union High School District recognizes changes which have occurred since the District last revised its budget in December 2012 (the "First Interim Revision"). These revisions include recognition of the effect of other legislation passed since that time, adjustments to current year award amounts as information is obtained, and other items necessitated by changing conditions within the district. The details for the major changes from the First Interim Revised Budget to this Second Interim Report are shown on pages 2 and 3 of this narrative. The impact of those various changes to the District's overall financial condition are listed on this page.

**The District's Fund Balance:**

- **This revised budget shows a net operating deficit of \$7.2 million which is \$304,196 more in deficit spending than what was projected as of the District's First Interim Revised Budget, primarily due to the adjusted staffing costs and additional one-time expenses.**
- **The on-going deficit spending continues into the 2013-14 and 2014-15 fiscal years in excess of \$1 million. This structural deficit will have to be addressed as the ending fund balance continues to decline.**
- **The current "undesignated/unappropriated" ending fund balance of \$3,107,041 gives the District "breathing room" to cover this on-going deficit spending for the next two years. After that, it may become necessary to make use of the District's special reserve fund in order to maintain the required reserves.**
- **As of the date of this posting, the district is able to file a "Positive Certification."**

**REVENUES:**

Revenue Limit

Projections of funded ADA have not changed since budget adoption, but slight changes to the PERS reduction and unemployment insurance result in an increase of: \$687

Federal Revenues

Adjustments based on official and/or updated estimated award amounts:

Title I	\$(20,777)
Title III	<u>(11,628)</u>
 Total change in Federal Revenues	 <b><u>\$(32,405)</u></b>

State Revenues

Adjustments based on official and/or updated estimated award announcements:

Lottery entitlement	\$49,797
Special Education: Mental Health Services	35,474
Economic Impact Aid	<u>148,492</u>
 Total change in State Revenues	 <b><u>\$233,763</u></b>

Local Revenues

BTSA Stipend, matched by an increase in expense	\$28,600
Other one-time donations matched by an increase in expense	<u>16,541</u>
 Total change in Local Revenues	 <b><u>\$45,141</u></b>

**TOTAL REVENUES HAVE INCREASED BY: \$247,186**

**EXPENDITURES:**

Salaries, Wages, & Benefits

- Total Certificated costs increased by \$183,299 due to the following:
  - 2.6 FTE'S, at a cost of \$103,769, in of support increased site needs.
  - BTSA costs totaling \$28,600; note these are funded by the BTSA stipend in Local Revenues above.
  - Other substitute costs, not already budgeted, in the amount of \$50,930. These costs were reallocated from budgets funded through site, department, and categorical program allocations previously budgeted in the books and supplies category.



- Classified staffing costs decreased by \$61,470 by due to attrition, reductions, retirements, and resignations.
  - Reduction of 1.0 FTE, vacated and not to be filled for 12/13.
  - Additional savings due to positions filled at a lower starting salary.
- All other changes to benefits associated with staffing including retiree health \$(16,498).
- In total, salaries, wages and benefits increase by \$105,331 since the 1st interim budget revision.

Books and Supplies, Services, Capital Outlay

- In total, expenditures for Books and Supplies, Services, Capital Outlay, and Other Outgo **increase** by \$448,281 since the 1<sup>st</sup> interim budget revision due to the following: Many of the increases are offset by the increase in revenues in each restricted program. The expenses that accounted for the increase are:

• Categorical expenses (offset by revenue)	\$ 140,206
• Fuel budget increase	75,000
• Staff computer replacement	50,000
• One-time increases:	
• Textbook storage system	94,383
• Student Furniture	40,860
• Grant expenses (offset by revenue)	29,832
• Security upgrades	18,000

Direct Support/Indirect Costs

- Increased by (2,230)

**TOTAL EXPENDITURES HAVE INCREASED BY: \$551,382**

**OTHER FINANCING SOURCES/USES:**

TRANSFERS IN / TRANSFERS OUT:

No Change

**NET CHANGE IN FUND BALANCE DUE TO ABOVE ITEMS:**

<b>TOTAL REVENUES HAVE INCREASED BY:</b>	<b>\$247,186</b>
<b>TOTAL EXPENDITURES HAVE INCREASED BY:</b>	<b>(551,382)</b>
<b>TOTAL TRANSFERS IN/OTHER SOURCES HAVE INCREASED BY:</b>	<b><u>0</u></b>
<b>NET DIFFERENCE IN ENDING BALANCE:</b>	<b><u>\$(304,196)</u></b>

Santa Maria Joint Union High School District			
2012/13 SECOND INTERIM- MULTI YEAR PROJECTION - GENERAL FUND			
	2012/13	2013/14	2014/15
	Total	Total	Total
Prior yr enrollment	7639	7637	7489
Enrollment growth	(2)	(148)	84
Current year enrollment	7,637	7,489	7,573
Projected Actual ADA	7187	7087	7123
Projected Funded ADA (greater of curr or prior yr)	7198	7187	7123
<b>Beginning Balance</b>	<b>10,873,480</b>	<b>7,834,210</b>	<b>6,221,761</b>
<b>Revenues</b>			
Revenue Limit Sources (8010-8097)	45,251,263	45,916,211	46,495,100
Federal Revenues (8181,8260,8290)	5,990,228	3,757,255	3,757,255
State Revenues	10,585,831	10,717,378	10,714,370
Local Revenues	1,586,858	692,087	692,087
<b>Total Revenues</b>	<b>63,414,181</b>	<b>61,082,931</b>	<b>61,658,812</b>
<b>Expenditures</b>			
1000 Certificated Salaries	28,967,541	28,783,577	29,254,682
2000 Classified Salaries	11,653,640	11,614,973	11,678,915
3000 Employee Benefits	12,044,453	12,303,262	12,513,159
4000 Books & Supplies	4,446,147	2,492,089	2,494,919
5000 Services and Other Operating	8,244,668	6,849,115	6,721,115
6000 Capital Outlay	4,459,625	51,317	51,317
Other Outgo, debt service State Sp. School, Debt Serv(P&I)	970,355	473,665	293,986
Direct Support/Indirect Cost	(122,618)	(122,618)	(122,618)
<b>Total Expenditures</b>	<b>70,663,811</b>	<b>62,445,380</b>	<b>62,885,475</b>
<b>Operating Surplus/(Deficit)</b>	<b>(7,249,630)</b>	<b>(1,362,449)</b>	<b>(1,226,663)</b>
Transfers In	801,487	-	-
Transfers Out	(366,000)	(250,000)	(250,000)
Other Financing Sources/(USES)	3,774,873		
Encroachment contributions & flex transfers	-	-	-
<b>Increase (Decrease) in Fund Balance</b>	<b>(3,039,270)</b>	<b>(1,612,449)</b>	<b>(1,476,663)</b>
<b>Ending Fund Balance</b>	<b>7,834,210</b>	<b>6,221,761</b>	<b>4,745,098</b>
<b>Components of Ending Fund Balance</b>			
Reserved for revolving cash, stores, prepaid exp, CSEA Health Benefit	152,487	152,487	152,487
Reserved for economic uncertainties (3%)	2,130,895	1,880,862	1,894,065
Reserve for Restricted programs ending balances	2,480,568	2,334,341	2,552,663
Unappropriated amount, General Fund 01	3,070,260	1,854,071	145,883
Unappropriated amount, Special Reserve Fund 17	1,193,939	1,199,939	1,208,939
<b>Total available unappropriated amounts</b>	<b>4,264,199</b>	<b>3,054,010</b>	<b>1,354,822</b>

Since the 1<sup>st</sup> Interim Revised Budget, the governor released his January budget proposal for the 2013/14 year. The governor’s budget is built around the central theme of local control and needs based funding structure, called the Local Control Funding Formula (LCFF). This formula establishes a base with supplemental and concentration add-ons for English language learners, free and reduced-price meal eligible students and foster youth students.

The LCFF is still only a proposal requiring future legislative action before it becomes law. There are many questions with regards to calculating the funding formula and many technical details yet to be worked out. The governor will next issue a revision to his proposal in May. This is the “May Revise”. There will likely be changes to the current proposal.

For these reasons and in conjunction with direction from the Santa Barbara County Education Office, the District is only budgeting funded COLA in subsequent years.

The chart below reflects updated enrollment and ADA (Average Daily Attendance) figures for the District. Beginning enrollment, change, and ending enrollment, as well as the funded ADA for the 2012/13 year are actual, all other figures are projections. This chart reflects the District’s declining enrollment, and the fact that for funding purposes, the District will be funded on the **greater of** its current **or prior** year’s ADA in each of the next two years.

	2012-13	2013-14	2014-15
Prior Year Enrollment	7,639	7,637	7,489
Growth / <b>(Decline)</b>	<b>(2)</b>	<b>(148)</b>	84
Current Year Enrollment	7,637	7,489	7,573
Projected Actual ADA	7,187	7,087	7,123
Funded ADA	7,198	7,187	7,123

All on-going sources of revenue and expenditures from the 2012/13 1st Interim Revised Budget are assumed to continue at the same level with the following adjustments:

➤ Revenue Limit Sources:

- For the 2013/14 and 2014/15 years, the District has used guidance from School Services of California’s Dartboard projection and has budgeted the COLA and based revenues on a constant deficit factor of 0.77728.
- For the 2013/14 year, income from Revenue Limit Sources is estimated to *increase by \$664,948* from 2012/13. Although the district is projecting declining enrollment, due to “hold harmless” provisions, districts in declining enrollment are funded on the greater of their current or prior year’s ADA.
- For 2014/15, income from Revenue Limit Sources is estimated to *increase by \$578,889* from 2013/14. This is due to a combination of a decrease in funded ADA from 7187 to 7123, revised deficit factor and funded COLA. Federal, State, and Other Local Revenues:

➤ Federal Revenues:

- For 2013/14, these revenues **decrease by \$2,232,973** due to elimination of one-time and/or expiring revenue sources, as follows:
  - ⇒ Prior years' unused grant award carryovers \$738,310
  - ⇒ End of Safe/Schools/Healthy Student Grant of \$1,232,947. This decrease is offset by a corresponding decrease in expenditures.
  - ⇒ Elimination of Federal Education Jobs Funding of \$261,716
- For 2014/15, Federal revenues are expected to remain at the same level as in 2013/14.

State Revenues

- For 2013/14, the Mandated Cost Block Grant will be funded \$47 per ADA, an increase of \$131,853.
- For 2014/15, an increase of \$1,692 for the Mandated Cost Block Grant.

Local Revenues

Includes interest earnings, facility use fees, and a variety of reimbursement and fee-for-service programs. For 2013/14, the budget decreased by \$882,752 due to elimination of onetime or discontinued funding sources. These include PG&E rebates and loans from the JCI project in the amount of \$760,000 and Special Education LCI payments in the amount of \$121,158. An additional \$1,594 is from a combination of Facility Use Fee adjustments and one time grants.

➤ Salaries, wages and benefits changes from year to year are summarized in the table below:

	2012/13	2013/14	2014/15
Certificated Salaries	28,967,541.00	28,783,577.00	29,254,682.00
Classified Salaries	11,653,640.00	11,614,973.00	11,678,915.00
Employee Benefits	12,044,453.00	12,303,262.00	12,513,159.00
Total Salaries and Benefits	52,665,634.00	52,701,812.00	53,446,756.00
Change from Prior Year		<b>36,178.00</b>	744,944.00
Step and Longevity increases for all employees		643,807.00	580,915.00
Changes driven by enrollment			
Reduce 5.29 FTE's due to decline of 148 students		<b>(583,660.00)</b>	
3 FTE's to account for an increase of 84 students			167,511.00
Other staffing additions			55,879.00
Retirees: (5 each year)			
Other Post Retiree Benefits		53,404.00	44,669.00
Retiring employees' salaries		<b>(430,400.00)</b>	<b>(430,400.00)</b>
Replacement employees' salaries (Col III-6)		284,615.00	284,615.00
Statutory benefit savings on net salaries		<b>(17,402.00)</b>	<b>(17,402.00)</b>
Health coverage for replacement employees		59,157.00	59,157.00
Funding that has sunsetted (Economic Jobs)		<b>(223,343.00)</b>	
Workers Compensation		250,000.00	
		\$ 36,178.00	\$ 744,944.00

***PLEASE NOTE: There are no COLA increases for salaries or benefits included in 2012/13, 2013/14 and 2014/15, as these are subject to negotiations.***

- Books and supplies
  - The provision for allocations to school sites from the general fund, which is based on estimated ADA, decreases in total by \$7,860 in 2013/14 and by \$2,830 in 2014/15.
    - Expenditures occurring in the budget year that are one-time in nature are eliminated in subsequent years. This amounts to a total of \$1,946,198.
    - Site, department, MAA, and Tier III carryovers \$362,693
    - Unused prior year grant award carryovers \$738,310
    - Prior Year ending balance carryovers \$616,815
    - Safe Schools/Health Students grant (end 12/13) \$27,751
    - AVID Grant \$15,000
    - Miscellaneous one-time grants \$21,986
    - One-time expenses included in the budget year totaling \$163,643 are eliminated in the subsequent years. These expenses include mobile text book storage system, furniture and security cameras.
  - Overall, including all aforementioned funding sources, expenditures decrease \$1,954,058 in 2013/14 and \$2,830 in 2014/15.
- Services and other operating
  - Services and other operating expenditures are adjusted in categorical restricted programs so that total expenditures are equal to available revenues in that year.
  - The District budget for election expenses every other year, coinciding with the November General Elections in even-numbered years where members of the Board of Education are elected. For the 2012/13 budget year there is a provision for elections expenses in the amount of \$22,000, no amount for 2013/14, and \$22,000 for 2014/15.
  - The Safe Schools / Healthy Students grant is scheduled to end in 2012/13. Therefore in 2013/14, there is a reduction of \$1,196,196 in expenses attributable to this grant.
  - One-time expenses included in the budget year totaling \$199,357 are eliminated in the subsequent years. These expenses include property improvements and elections expense.
  - In total, both unrestricted and unrestricted services and other operating expenditures decrease by \$1,395,553 from 2012/13 to 2013/14, and \$128,000 from 2013/14 to 2014/15 due to a decrease of \$150,000 from the JCI energy project savings and elections expense of \$22,000.
- Capital Outlay
  - Capital Outlay expenses totaling \$4,459,624, of which \$3,852,500 is related to the JCI project, \$594,383 in maintenance and operations and \$12,741 in other restricted programs in the budget year. For 2013/14 and 2014/15, all onetime expenses for capital outlay are eliminated with the exception of a provision of \$51,317 for on/going technology equipment replacements.
- Other Outgo
  - Other outgo reflects the District's required payments on Certificates of Participation. \$473,665 in 2013/14 and \$293,986 in 2014/15.

➤ Other Financing Uses

Under the terms of the February 2009 budget bill, the District is allowed the flexibility to not make the transfer for the deferred maintenance match, and still receive the deferred maintenance funding; therefore this transfer has been eliminated for the budget and two succeeding years. The District is, however, transferring the State funding received to the Deferred Maintenance fund.

***PLEASE NOTE: This projection is based on assumptions and factors from the Governor's January 2013 Budget Proposal. While revenues are likely to increase for the district, declining enrollment, increasing costs and the District's continued structural deficit, are still a concern. Next step will be the release of the Governor's so –called "May Revise" in mid-May. Some or all of the assumptions and factors used in this projection are subject to change.***

## **APPENDIX E**

**2012/2013**

### **RESOLUTION NO. 2012/13 - 20**

**AN AMENDMENT AND RESTATEMENT OF RESOLUTION NO. 16–2012–2013 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 NEW MONEY BONDS AND \$30,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS REFUNDING BONDS, IN EACH CASE 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**

REGULAR MEETING  
MARCH 13, 2013

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

**RESOLUTION NUMBER 2012/13 – 20**

**AN AMENDMENT AND RESTATEMENT OF RESOLUTION NO. 16–2012–2013 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 NEW MONEY BONDS AND \$30,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS REFUNDING BONDS, IN EACH CASE 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**, 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 “2005 Authorization”);

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

**WHEREAS**, Sections 53506 and following of the California Government Code (the “Government Code”), including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private or negotiated sale pursuant to Sections 15140 and 15146 of the California Education Code (the “Education Code”); and

**WHEREAS**, Section 15140(b) of the Education Code provides that the board of supervisors of a county may authorize a school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report; and

**WHEREAS**, the District has not received a qualified or negative certification in its most current interim report; 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 “New Money 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**, pursuant to the 2005 Authorization the Board has previously issued or caused to be issued \$34,998,221.95 aggregate original principal amount of General Obligation Bonds, Election of 2004, Series 2005 (the “2005 Bonds”) currently outstanding in the aggregate principal amount of \$31,268,222; and

**WHEREAS**, an election was duly called and regularly held in the District on November 7, 2000 and thereafter canvassed pursuant to law; and

**WHEREAS**, at such election there was submitted to and approved by the requisite 66.6% 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 \$30,000,000 payable from the levy of an ad valorem tax against the taxable property in the District (the “2000 Authorization”); and

**WHEREAS**, pursuant to the 2000 Authorization the Board has previously issued or caused to be issued \$18,000,000 aggregate original principal amount of General Obligation Bonds, Election of 2000, Series A (the “Series A Bonds”) currently outstanding in the aggregate principal amount of \$1,680,000; and

**WHEREAS**, pursuant to the 2000 Authorization the Board has previously issued or caused to be issued \$12,000,000 aggregate original principal amount of General Obligation Bonds, Election of 2000, Series B (the “Series B Bonds”) currently outstanding in the aggregate principal amount of \$3,775,000; and

**WHEREAS**, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code the District is empowered to issue general obligation refunding bonds; and

**WHEREAS**, 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 2013 General Obligation Refunding Bonds” (the “Refunding Bonds,” and, together with the New Money Bonds, 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 \$30,000,000, according to the terms and in the manner hereinafter set forth, to refund all or a portion of the outstanding 2005 Bonds, Series A Bonds and Series B Bonds (such refunded portions being referred to herein as the “Refunded Bonds”); and

**WHEREAS**, the 2013 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale;

**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 the recitals hereto and 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 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 on a daily basis of a 360-day year compounded 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.

**“Escrow Agreement”** means the Escrow Agreement, dated the Closing Date, by and between the District and the Escrow Bank with respect to the defeasance of the Refunded Bonds.

**“Escrow Bank”** means U.S. Bank National Association, as escrow bank under the Escrow Agreement.

**"Escrow Fund"** means the fund of that name established and held under the Escrow Agreement.

**"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.

**"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 Piper Jaffray & Co.

**Section 3. Authorization and Designation of Bonds.** (a) *New Money Bonds.* The New Money Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code, and other applicable

provisions of law, including applicable provisions of the Education Code. The Board of Education hereby authorizes the issuance and sale of not to exceed \$15,000,000 aggregate principal amount of New Money Bonds. The New Money 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 New Money 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 New Money Bonds, exclusive of any premium and accrued interest received, shall be applied to finance projects authorized to be financed under the Authorization (the "Projects").

(b) *Refunding Bonds.* The Refunding Bonds described herein are being issued pursuant to the authority of Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the Education Code. The Board of Education hereby authorizes the issuance and sale of not to exceed \$30,000,000 aggregate principal amount of Refunding Bonds. The Refunding Bonds may be issued in one or more series or subseries and shall be designated "Santa Maria Joint Union High School District 2013 General Obligation Refunding Bonds," with appropriate additional or other series or subseries designations as approved by an Authorized Officer. The Refunding 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 Refunding Bonds, exclusive of any premium and accrued interest received, shall be applied to refund the Refunded Bonds.

**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 30 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 New Money Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds shall not exceed \$15,000,000. The aggregate principal amount of the Refunding Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds shall not exceed \$30,000,000.

The maturity date of the Refunding Bonds shall be no later than the final maturity of the Refunded Bonds.

(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 Official Statement (as hereinafter defined); 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, accreted value, 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 Funds.* (i) 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 New Money 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 “New Money Debt Service Fund”) to be used only for the payment of the principal and accreted value of, premium, if any, and interest on the New Money Bonds as provided in Section 15146 of the Education Code.

(ii) 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 Refunding Bonds in the fund established for the account of the District and designated as the “Santa Maria Joint Union High School District 2013 General Obligation Refunding, Debt Service Fund” (the “Refunding Debt Service Fund”) to be used only for the payment of the principal and accreted value of, premium, if any, and interest on the Refunding 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 and accreted value 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; Approval of Documents.**

(a) 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 0.285% 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.

(b) In accordance with Section 15146(g) of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited into separate costs of issuance account for each series of the 2013 Bonds, 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 amounts 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 of each series (exclusive of underwriter's discount) and shall be set forth in detail in the Bond Purchase Agreement.

(c) 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 appropriate 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 respective 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.

(d) The form of Escrow 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 Escrow 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.

(e) The Preliminary Official Statement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein (the "Preliminary Official Statement"), is hereby ratified and/or approved. All actions taken by the Authorized Officers in connection with the preparation and delivery of the Preliminary Official Statement are hereby ratified and approved. The use of such Preliminary Official Statement in connection with the offering and sale of the 2013 Bonds is hereby authorized and approved. The Authorized Officers are each



hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

(f) The preparation and delivery of an Official Statement with respect to the 2013 Bonds (the “Official Statement”), and its use by the Underwriter in connection with the offering and sale of the 2013 Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the Official Statement with respect to the 2013 Bonds and any amendment or supplement thereto and thereupon to cause such Official Statement and any such amendment or supplement to be delivered to the Underwriter.

(g) The Continuing Disclosure Certificate, in substantially the form attached as Appendix D to the Preliminary Official Statement, is hereby authorized and 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 Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

**Section 12. Application of Proceeds.** (a) *New Money Bonds.* Upon the sale of the New Money Bonds, the Treasurer is hereby directed to deposit or cause to be deposited the proceeds thereof, exclusive of accrued interest, any original issue premium and amounts to be deposited into the respective costs of issuance account, 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 New Money Debt Service Fund to be used to pay the principal of, premium, if any, and interest on the New Money Bonds.

(b) *Refunding Bonds.* Upon the sale of the Refunding Bonds, the proceeds of sale of the Refunding Bonds shall be paid by the Underwriter to the Escrow Bank. The Escrow Bank and shall deposit or transfer all of such amounts as follows:

(i) The Escrow Agent shall deposit in the costs of issuance account with respect to the Refunding Bonds the proceeds of the Bonds, required to pay the costs of issuance.

(ii) The Escrow Bank shall deposit in the Escrow Fund such portion of the proceeds of the Bonds as are required for the defeasance of the Refunded Bonds.

**Section 13. Investment of Proceeds.** (a) All funds held in the Debt Service Funds 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 Piper Jaffray & Co. shall serve as 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, March \_\_, 2013.

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

ATTEST:

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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**  
**[2013] GENERAL OBLIGATION [REFUNDING] 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/registrant 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 15<sup>th</sup> 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 [2013] General Obligation [Refunding] 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 Piper Jaffray & Co., 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.

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

Countersigned:

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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**  
**[2013] GENERAL OBLIGATION [REFUNDING] BONDS[, ELECTION OF 2004,**  
**SERIES 2013]**

**CAPITAL APPRECIATION BOND**

Maturity Date                      Accretion 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/registrant 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 [2013] General Obligation [Refunding] 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 Piper Jaffray & Co., 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.

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

Countersigned:

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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**  
**[2013] GENERAL OBLIGATION [REFUNDING] BONDS[, ELECTION OF 2004,**  
**SERIES 2013]**

**CONVERTIBLE CAPITAL APPRECIATION BOND**

<b>Maturity Date</b>	<b>Accretion Rate</b>	<b>Conversion Date</b>	<b>Interest Rate After Conversion</b>	<b>Dated as of</b>	<b>CUSIP No.</b>
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/registrant 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 15<sup>th</sup> 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 [2013] General Obligation [Refunding] 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 Piper Jaffray & Co., 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.

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

Countersigned:

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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, \_\_\_\_\_, 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 March \_\_, 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: \_\_\_\_\_ 2013

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