

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

BOARD OF EDUCATION

CSBA Professional Governance Standards

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

THE BOARD

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

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

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

THE INDIVIDUAL TRUSTEE

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

To be effective, an individual trustee:

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



Board of Trustee Action Plans
Santa Maria Joint Union High School District

- **Maximize Student Success**
- **Develop and Maintain a Districtwide Accountability System**
- **Enhance Student Support Services: Facilities, Technology, Safe, Clean, Nurturing Environment; Expand Food Services**
- **Foster Partnerships**
- **Manage Rapid District Growth**

RESPONSIBILITIES OF THE BOARD

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.



BOARD OF EDUCATION

Regular Meeting

September 10, 2024

Santa Maria Joint Union High School District
2560 Skyway Drive, Santa Maria, California 93455

5:15 p.m. Closed Session

6:30 p.m. General Session

YouTube links to VIEW only:

English: <https://www.youtube.com/channel/UCvPYs34Im9h0dAwgfi-gDGg>

Spanish: <https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFFbfg>

Mixteco: <https://www.youtube.com/channel/UCviEi9hvcQI96poD0PDiSIA>

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room or to access written documents being discussed at the Board meeting, please contact Arcy Pineda at 805-922-4573, Ext. 4202 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide required accommodations, auxiliary aids, or services.

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office at the noted address above, during normal business hours. In addition, such writings and documents may be posted on the District's website: www.smjuhsd.org

PUBLIC COMMENT:

The public may address the Board of Education on any item of interest that is within the Board's jurisdiction. If you would like to address the Board at the September 10 meeting, see the options for participation below. The Board appreciates all public participation in the meeting, but it cannot engage in discussion or specifically respond during the public comment period (Board Bylaw 9323; citing Education Code § 35145.5; Government Code § 54954.3).

- A. **In person:** Persons wishing to speak should complete a blue request form and hand it to the Board secretary. Please note: The time limit to address the Board may not exceed two minutes.
- B. **In writing:** Submit your comment via email to SMJUHS-Dublic-Comment@smjuhsd.org by 3:00 p.m. on September 9, 2024. Please include your name, contact information, and topic. Written public comment will be submitted to the Board prior to the start of the Board meeting for their review but will not be read publicly at the meeting.

AGENDA

I. OPEN SESSION

A. Call to Order

II. CLOSED SESSION PUBLIC COMMENTS

Please refer to Page 1 of this agenda for instructions on how to submit Public Comment.

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. Certificated and Classified Personnel Actions** (Government Code § 54957) - The Board will be asked to review and approve appointment, evaluations, discipline, dismissal, and release of employees as reported by the Assistant Superintendent, Human Resources. *Appendix A*
 - B. Conference with Labor Negotiators** (Government Code section 54957.6) – The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).
 - C. Public Employee Performance Evaluation** (Government Code § 54957, subd. (b)(1) - Title: Superintendent
-

IV. RECONVENE IN OPEN SESSION

A. Call to Order/Flag Salute

V. ANNOUNCE CLOSED SESSION ACTIONS

VI. REPORTS

- A. Student Reports** – Ruby Portillo-Quezada/DHS; Manuel Zamudio Calderon/SMHS; Kimberly Marmolejo/ERHS; Abbygail Velazquez/PVHS

B. Superintendent's Report

C. Board Member Reports

VII. REPORTS FROM EMPLOYEE ORGANIZATIONS

VIII. OPEN SESSION PUBLIC COMMENTS

Please refer to Page 1 of this agenda for instructions on how to submit Public Comment.

IX. PRESENTATIONS

A. Human Resources Update

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources; Sal Reynoso, Director of Certificated Human Resources; Joni McDonald, Director of Classified Human Resources

B. Facilities, Maintenance, and Operations Update

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services; Cesar Lugo, Director of Maintenance, Operations, and Transportation; Gary Wuitschick, Director of Facilities and Logistics

X. ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Approval of the amended 2024 Conflict of Interest Code – *Appendix C, Resolution 3-2024-2025.*

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources

The Political Reform Act (Gov. Code §81000-§91015) provides that “no public official at any level of state or local government shall make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.” In addition, the Act requires every public official to disclose all his or her economic interests that could foreseeably be affected by the exercise of the official’s duties (§87200-§87313).

The Political Reform Act requires every local agency with a Conflict of Interest Code to review such code beginning July 1 of even-numbered years and submit a notice to the code reviewing body that specifies if the code is accurate, or alternatively, that the code must be amended. The County of Santa Barbara Clerk

of the Board of Supervisors, as our code reviewing body, must receive this notice no later than October 1, 2024.

An amended Conflict of Interest Code is attached as Appendix C.

*** **IT IS RECOMMENDED THAT** the Board of Education approve Resolution No. 3-2024-2025 and the amended Conflict of Interest Code for the district as presented.

Moved _____ **Second** _____

A Roll Call Vote is Required:

- Mr. Aguilar _____
 - Mr. Baskett _____
 - Ms. Hernandez _____
 - Dr. Garvin _____
-

**ADOPTION OF SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
CONFLICT OF INTEREST CODE
RESOLUTION NUMBER 3-2024-2025**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code;

WHEREAS, the Governing Board of the Santa Maria Joint School District (“District”) has previously adopted a local conflict of interest code;

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the District's conflict of interest code;

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306;

WHEREAS, the District has recently reviewed its positions, and the duties of each position, and determined that changes to the prior conflict of interest code were necessary;

WHEREAS, District staff developed the attached revised conflict of interest code to reflect the current positions and duties;

WHEREAS, the Santa Barbara County Board of Supervisors has to approve the proposed conflict of interest code; and

WHEREAS, any earlier conflict of interest code shall be rescinded and superseded by this resolution and appendix.

THEREFORE BE IT RESOLVED, the Santa Maria Joint Union High School District Governing Board adopts the attached Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories and incorporates the Conflict of Interest Code into Board Bylaw 9270.

PASSED AND ADOPTED by the Board of Education of the Santa Maria Joint Union High School District, County of Santa Barbara, State of California, this tenth day of September 2024.

APPROVED, PASSED AND ADOPTED by the Santa Maria Joint Union High School District Board of Education on this tenth day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

B. INSTRUCTION

1. Instructional Materials Certifications 2024-2025, Resolution 4-2024-2025

Resource Person: Dr. Krista Herrera, Assistant Superintendent of Curriculum & Instruction

Pursuant to Education Code Section 60119, the governing board of a school district must conduct a public hearing to discuss “whether each pupil in each school in the district has or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of curriculum framework adopted by the state board.” District Resolution Number 4-2024-2025 printed on the following pages, indicate that the District has certified Education Code Section 60119 as being followed for 2024-25 school year.

A public hearing is required.

- 1. Open Public Hearing
- 2. Public Comments
- 3. Close Public Hearing

***** IT IS RECOMMENDED THAT** the Board of Education adopt Resolution Number 4-2024-2025 which indicates that the district has fulfilled Education Code Section 60119.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar _____
Mr. Baskett _____
Ms. Hernandez _____
Dr. Garvin _____

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Resolution Number 4-2024-2025

SUFFICIENCY OF INSTRUCTIONAL MATERIALS - STATEMENT OF ASSURANCE

WHEREAS, the governing board of Santa Maria Joint Union High School District, County of Santa Barbara, State of California, in order to comply with the requirements of Education Code 60119 held a public hearing on September 10, 2024, at 6:30 pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Santa Maria Joint Union High School District, County of Santa Barbara, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2024-2025 school year, the Santa Maria Joint Union High School District, County of Santa Barbara, State of California has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

I hereby certify the foregoing to be a full, true, and correct copy of a resolution duly adopted by the Board of Education of the Santa Maria Joint Union High School District, County of Santa Barbara, and State of California at a regular meeting of the said Board on this 10th day of September 2024.

PASSED AND ADOPTED THIS 10th day of September 2024 by the following vote:

ROLL CALL:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

2. Approval of Consolidated Application 2024-2025

Resource Person: Dr. Krista Herrera, Assistant Superintendent of Curriculum & Instruction; Dr. Matt Fraijo, Executive Director of Teaching & Learning

The Santa Maria Joint Union High School District is requesting that the Board of Education approve the 2024-2025 Consolidated Application for Funding Categorical Aid Programs.

The 2024-2025 Consolidated Application includes the following categories and the focus of their funding:

- Title I: Improving Academic Achievement
- Title II-A: Professional Learning
- Title III: English Learners
- Title IV-A: Student Support & Academic Achievement

These funds provide many instructional and supportive services to support student success in our district.

***** IT IS RECOMMENDED THAT** the Board of Education approve the above item as presented.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar _____
Mr. Baskett _____
Ms. Hernandez _____
Dr. Garvin _____

3. Board Policy Revision – First Reading. INFORMATION ONLY- Appendix D.

Resource Person: Dr. Krista Herrera, Assistant Superintendent of Curriculum & Instruction; Dr. Matt Fraijo, Executive Director of Teaching & Learning

The administration is presenting revisions for the policies listed below. The policy updates will be on the next board agenda for approval. For a full description, please see Appendix D.

BP/AR 5127	<p>Graduation Ceremonies & Activities</p> <p>Applies to the class of 2028 and beyond: The Administrative Regulation and Board Policy revision involves the removal of the valedictorian and salutatorian titles from academic recognition at graduation beginning with the class of 2028. Instead of emphasizing individual rankings, the revised policy focuses on broader academic honors, such as cum laude distinctions, to recognize a larger group of top-performing students.</p> <p>Applies to the class of 2025, 2026, 2027: The Administrative Regulation revision also eliminates the requirement that students must reside in the school district for a minimum of one full academic year to qualify for valedictorian and salutatorian honors for the class of 2025, 2026, and 2027. This revision allows students who transfer into the district to be eligible for these top academic distinctions, regardless of how long they have been enrolled in the school. The change aims to be more inclusive of transfer students, ensuring that all students have an equal opportunity to earn these honors based on their academic performance, regardless of their length of residency in the district.</p>
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NO ACTION REQUIRED.

4. Approval of the Local Control Accountability Plan (LCAP) Revisions

Resource Person: Dr. Krista Herrera, Assistant Superintendent of Curriculum & Instruction; Dr. Matt Fraijo, Executive Director of Teaching & Learning

The SMJUHSD Board of Education approved the Local Control Accountability Plan (LCAP) at the June 12, 2024 board meeting. The LCAP is a key document that outlines the district's goals, actions, and budget allocations to improve student outcomes. The county superintendent of schools is required to review & approve the district's LCAP and Annual Update per Ed Code Sections 52070, 52064, and 42127 prior to the approval of the district's budget. Per the county, there were areas in the plan that required clarification but did not impact the overall goals, services, or actions of the plan. The proposed revisions may involve updates to strategies, funding adjustments, or changes in response to community partners feedback or evolving district needs. District and county office staff have worked together to address the elements of clarification.

These revisions require board approval and ensure that the LCAP remains aligned with the district's priorities and state requirements, supporting continuous

improvement in student achievement and well-being. The full report is available on the district’s website www.smjuhsd.org under “[LCAP.](#)”

*** **IT IS RECOMMENDED THAT** the Board of Education approve the LCAP revisions as presented.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar _____
Mr. Baskett _____
Ms. Hernandez _____
Dr. Garvin _____

C. BUSINESS

1. 2023-2024 Unaudited Actuals – Appendix E

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services; Michelle Coffin, Director of Fiscal Services

Pursuant to Education Code Section 42100, the school district must file an annual statement with the County Superintendent of Schools regarding prior year actual income and expenditures no later than September 15. This District closed its books for 2023-2024, and these figures are shown on the appropriate state forms which are posted on the District website at www.smjuhsd.org under Business Services, Financial Reports, Financial Reports 2023-2024.

District staff will discuss the year-end actuals, including the change in the 2023-2024 Ending Balance and its corresponding effect on the 2024-2025 Beginning Balances. A brief summary of the changes is shown in Appendix E.

*** **IT IS RECOMMENDED THAT** the Board of Education authorize the District to file the 2023-2024 Annual Statement with the County Superintendent of Schools.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar _____
Mr. Baskett _____
Ms. Hernandez _____
Dr. Garvin _____

2. Adoption of 2024-2025 Gann Limit - Resolution Number 5-2024-2025

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

Education Code Section 42132 requires that by September 30th of each year school district governing boards adopt a resolution identifying their estimated appropriations limit for the current year and their actual appropriations limit for the preceding year. Resolution Number 5-2024-2025, reflects the calculation of the estimated appropriation limit for the 2024-2025 school year.

***** IT IS RECOMMENDED THAT** the Board of Education approve Resolution Number 5-2024-2025, Adoption of 2023-2024 Gann Limit, as presented.

Moved _____ **Second** _____

A Roll Call Vote is Required:

- Mr. Aguilar _____
 - Mr. Baskett _____
 - Ms. Hernandez _____
 - Dr. Garvin _____
-

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 5-2024-2025

ADOPTION OF THE 2024-2025 GANN LIMIT

BE IT RESOLVED by the Board of Education of the Santa Maria Joint Union High School District that pursuant to Article XIII-B of the State Constitution and Government Code Sections 7900, et. seq., an adjusted appropriation limit for the 2023-2024 school year has been calculated in the amount of \$76,005,798.89.

BE IT FURTHER RESOLVED that the revenues applied to the 2024-2025 school year are not anticipated to exceed the appropriations subject to limitation, \$76,481,125.48.

PASSED AND ADOPTED by the Board of Education of the Santa Maria Joint Union High School District this 10th day of September 2024, by the following vote:

ROLL CALL:

Ayes:

Noes:

Absent:

Abstain:

President/Clerk/Secretary of the Board of Education

3. Approval of Resolution No. 6-2024-2025 to Accept Termination Agreement for Site Lease Financing Agreements – Appendix F, Resolution 6-2024-2025

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

To finance facility improvements, the District concurrently entered into a Site Lease and Lease/Purchase Agreement with Public Property Financing Corporation of California, with rights to receive District’s payments assigned to Capital One Public Funding, LLC under an Assignment Agreement, on July 1, 2012 (“Agreements”). The Agreements were recorded against the property soon thereafter. The District has since fulfilled its payment obligations under the Agreements, and staff recommends that the Agreements be terminated.

*** **IT IS RECOMMENDED THAT** the Board of Education approve Resolution No. 6-2024-2025, which authorizes the execution and recording of the termination agreement. If approved, the termination agreement memorializes the fulfillment of the District’s obligations under the Agreements, terminates the Agreements, and authorizes the recording of the termination agreement, as presented in Appendix F.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar _____
 Mr. Baskett _____
 Ms. Hernandez _____
 Dr. Garvin _____

4. Board Policy Revision – First Reading. INFORMATION ONLY - Appendix G.

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

The administration is presenting revisions for the policies listed below. The policy updates will be on the next board agenda for approval. For a full description, please see Appendix G.

Board Policy	Description
BP 3314.3	District Credit Cards Policy updated to reflect credit card limit change.

<p>AR 3314.3</p>	<p>District Credit Cards</p> <p>Policy updated to reflect changes in procedures.</p>
<p>AR 3513.1</p>	<p>Cellular Phone Reimbursement</p> <p>The optional administrative regulation is applicable to any district that provides a cell phone to its employees and may be revised to reflect district practice. Pursuant to 26 USC 280F, as amended by the Small Business Jobs Act of 2010 (P.L.111-240) cell phones have been removed from U.S. Internal Revenue Service's definition of listed property, thereby eliminating the extensive documentation and substantiation requirements placed on employers that provide cell phones for their employees' business use.</p>
<p>BP 3550</p>	<p>Food Service/Child Nutrition Program</p> <p>Policy updated to reflect NEW LAW (SB 348, 2023) which (1) clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal, (2) defines a "nutritionally adequate breakfast and lunch," and (3) requires that students be provided with adequate time to eat. Additionally, policy updated to reflect NEW LAW (AB 95, 2023) which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. In addition, policy updated to reflect NEW LAW (SB 114, 2023) which establishes school food best practices such as serving freshly prepared onsite meals using minimally processed, locally grown, and sustainable food, giving priority to California-grown or produced foods, and increasing plant-based or restricted diet food options for students. Policy updated to reflect California Department of Food and Agriculture guidance about school gardens.</p>
<p>BP 3553</p>	<p>Free And Reduced Price Meals</p> <p>Policy updated to reflect NEW LAW (SB 348, 2023) which clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, regardless of the student's eligibility for a federally funded free or reduced-price meal, and NEW LAW (AB 95, 2023) which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. Additionally, policy updated to clarify that meals served under the school nutrition program meet district-</p>

	adopted guidelines, in addition to state and federal nutrition standards. In addition, policy updated to more closely align with code language.
AR 3553	Free and Reduced Price Meals Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

NO ACTION REQUIRED.

XI. 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 roll call vote. 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 _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Mr. Baskett	_____
Ms. Hernandez	_____
Dr. Garvin	_____

A. Approval of Minutes – *Appendix H*

Regular Board Meeting – August 6, 2024

B. Approval of Warrants for the Month of July 2024

Payroll	\$ 3,798,643.39
Warrants	\$ 4,298,471.86
Total	\$ 8,097,115.25

Approval of Warrants for the Month of August 2024

Payroll	\$ 3,988,147.69
Warrants	\$ 8,668,853.06
Total	\$ 12,657,000.75

C. Approval of Contracts

Company/Vendor	Description of Services	Amount/Funding	Resource Person
CommUnify	CommUnify is supporting existing services through the Secures Families program that is family-centered violence prevention collaboration for the 2024-2025 school year.	No Cost	Krista Herrera
County of Santa Barbara	Agreement to provide a School Resource Deputy (SRD) for ERHS and DHS for the 2024-2025 school year.	NTE \$189,216/ LCAP 3.4	Yolanda Ortiz
Fighting Back Santa Maria Valley	FBSMV will provide Foster Liaison Services, Conflict Mediation, Homeless Student/Family Support Summer Enrichment, School Attendance Review Board (SARB) Administration Youth Leadership for the 2024-2025 school year.	\$505,750/ LCAP 2.5	Krista Herrera
Thinking In Common	One day of initial Professional Development, Set of 3 days Classroom Visits/Coaching at SMHS, RHS, and PVHS. All PD options are designed to provide support for staff implementing co-teaching through building understanding and providing coaching to ensure the effective use and growth of co-teaching practices on September 19, 2024.	\$28,995/ LCAP 1.12	Krista Herrera
Soliant Health, LLC	Remote/ Telepractice SLP Services and In-person Facilitator at Pioneer Valley High School in lieu of SLP on maternity leave from August 23, 2024 through February 3, 2025.	Tele-SLP \$130/hr and Paraprofessional \$60/hr/ LEA Medical Billing	Krista Herrera
Kellie Henkel/Lights on Learning	Educational Services for Settlement Agreement OAH Case No.2024050305 - Speech and Language Services from August 23, 2024 through August 6, 2026	\$8,000/IEP Compensatory Education	Krista Herrera

REGULAR MEETING September 10, 2024

Collaborative Learning Solution	Consultation and coaching throughout the 2024-2525 school year focused on Integrated Framework for Improvement and Professional Learning-Restorative Practices from July 23, 2024 to June 30, 2025.	\$143,300/ LCAP 4.1	Krista Herrera
Think Together (ORENDA)	The Fall Retreat in September/October 2024 is a 2-day professional learning event for math teachers, department chairs, and instructional leaders, focused on collaboration and lesson planning to improve Algebra instruction. Lodging, meals, and supplies are covered for up to six participants from September to October 2024.	\$15,000/ LCAP 4.1	Krista Herrera

- D. Facility Report – **Appendix B**
- E. Discard or Sale Obsolete Textbooks

The following textbooks were submitted for discard by ERHS:

Textbook Title	ISBN #	# of Copies
Algebra 1 California	978-0-03-092339-5	1014
The Practice of Statistics Third Edition	978-0-7167-7309-2	73

- F. Approval of New Course Adoptions

The following new courses are being presented to the Board of Education for approval. Full course descriptions are available for review at the District Office or on the district website www.smjuhsd.org under [Curriculum Dept – Course Descriptions](#).

English 3 Honors

This course focuses on American literature, helping students develop an appreciation and understanding of it while improving their writing and communication skills. Students will engage in various writing styles, including descriptive, persuasive, and evaluative essays, and will refine their grammar, research, and technology skills. The course emphasizes creative and analytical thinking, text analysis, reading comprehension, and ethical considerations

English 4 Honors

This senior-year Honors English course exposes students to a wide range of classic and contemporary literature, including fiction, poetry, drama, and nonfiction. Through literary analysis and inferential evaluation, students enhance their comprehension, analytical thinking, and writing skills.

- G. Memorandum of Understanding between Santa Barbara County Education Office Teacher Induction Program and SMJUHS D for 2024-2025

The purpose of the MOU is a formal working relationship between SBCEO and SMJUHS D to provide quality professional development and support to first and second-year teacher candidates in pursuit of a Professional Clear Credential from the California Commission on Teacher Credentialing (CTC), and to provide professional development and support for their mentors.

- H. Approval of Agreement for Legal Services with Dannis Woliver Kelley (DWK)

The District Administration requests approval of the Agreement for Legal Services with Dannis Woliver Kelly for the 2024-2025 and 2025-2026 school years.

- I. Authorization to Utilize California Multiple Award Schedule (CMAS) - Avidex Industries, LLC through Synnex Corporation for the Length of the Contract through September 26, 2024

Section 10299 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment whereby notwithstanding Section 20111 and 20112 of the PCC Code, "school districts may, without competitive bidding, utilize contracts, master agreements, and multiple award schedules established by the department [DGS] for the acquisition of information technology, goods, and services." Section 10299 further authorizes state and local agencies to "contract with suppliers awarded the contracts without further competitive bidding." The district administration recommends that district-wide purchases of Information Technology Goods and Services be made utilizing the provisions of the PCC that allows purchasing from CMAS - Avidex Industries, LLC, CMAS #3-19-70-2070T through September 26, 2024.

- J. Notice of Completion

The following projects are substantially complete. 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) Pioneer Valley and Santa Maria High Schools Re-Roof of Seven (7) Portables, #23-478 with James A. Quaglino, Inc., DBA Quaglino Roofing, Contractor. Substantial Completion on August 30, 2024.
- 2) Santa Maria High School Morrison Street Bus Drop-Off, #17-267.1.2 with Seamair Construction, Inc., Contractor. Substantial Completion on July 29, 2024.
- 3) Santa Maria High School Admin Office Enclosure, #17-267.1.1 with Tri County Office Furniture, Contractor. Substantial Completion on July 27, 2024.

REGULAR MEETING September 10, 2024

4) Support Services Center, Pioneer Valley High School and Santa Maria High School Summer Flooring, #24-485 with Floor It, Inc., Contractor. Substantial Completion on August 27, 2024.

K. Approval to Contract with Falcon Power Consultants for Arc Flash Testing at Ernest Righetti High School (Project #22-404)

The proposal submitted by Falcon Power Consultants includes on-site data gathering, protective device coordination study, short circuit study, equipment evaluation, Arc Flash Hazard analysis and assessment, engineering recommendations, a one-day customized, site-specific NFPA-70E Arc Flash Awareness Training, and a Customized Safety Program. The contract is not to exceed \$95,650.00.

L. Out of State Travel

Person/Reason	Location/Date	Description	Funding Source
Christina Watkins (PVHS), Jay Edwards (PVHS), Zenia Manfreda Iniguez (DO), Laura Bergstrom (DO), Elissa Gonzalez (SMHS), Suzanne Rocco (SMHS), Witny Gill (RHS), Sarah Hunter (RHS), Bradley Bowen (DO), Krista Herrera (DO), Matthew Fraijo (DO) Teaching and Learning Coaching Conference	New Orleans, LA October 26-30, 2024	Attendees will gain valuable insights into effective coaching strategies, innovative practices, and practical tools to enhance their coaching skills.	LCAP 4.1

M. Purchase Orders

PO #	Vendor	Amount	Description/Funding
PO25-00383	Apple Computer, Inc.	\$68,081.85	Mac Mini (36) SMHS / General Fund LCAP 1.3 & CTEIG
PO25-00385	Apple Computer, Inc.	\$58,626.04	Mac Minis (31) PVHS / General Fund LCAP 1.3 & CTEIG

N. Acceptance of Gifts

Pioneer Valley High School		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>

REGULAR MEETING September 10, 2024

Ramsey Asphalt Construction Corp.	Girls Soccer	\$5,000.00
Santa Barbara County Probation Peace Officers Association	Boys Basketball	\$250.00
Snap Mobile, Inc.	Cheer	\$11,090.70
DRKR Family Limited Partnership	Center Stage	\$500.00
Educational Theater Association	Center Stage	\$1,000.00
Total Pioneer Valley High School		<u>\$17,840.70</u>
Santa Maria High School		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
BASF Corporation	FFA General	\$400.00
Rollin' Dough Nutz LLC	Class of 2027	\$120.00
BASF Corporation	FFA General	\$1,000.00
Total Santa Maria High School		<u>\$1,520.00</u>

XII. FUTURE BOARD MEETINGS FOR 2024

Unless otherwise announced, the next regular meeting of the Board of Education will be held on October 8, 2024. Closed session is scheduled to begin at 5:15 p.m. Open session begins at 6:30 p.m. The meeting will be held at the District Support Services Center. For **view only** live-stream links, refer to page 1 of the agenda.

Regular Board Meetings for 2024:

November 12, 2024 December 10, 2024 December 17, 2024*

**Not on the second Tuesday of the month*

XIII. ADJOURN

CLASSIFIED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/2024	17/B	7.5 to 8
	Employ	Accounting Assistant I	SMHS	8/19/2024	14/A	8
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/2024	17/E	7.5 to 8
	Employ	Campus Security Assistant II	RHS	8/21/2024	17/A	7.5
	Employ	Outreach Consultant	DHS	8/19/2024	26/A	8
	Resign	English Learner Student Data Specialist	LC	8/9/24	22/C	8
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/E	7.5 to 8
	Employ	Instructional Assistant-Special Ed II	PVHS	8/21/24	15/A	6.5
	Employ	Staff Secretary	DHS	8/14/24	18/A	8
	Resign	Instructional Assistant-Special Ed II	PVHS	9/4/24	15/E	6
	Employ	Human Resources Specialist - Benefits	DO	8/8/24	30/A	8
	Resign	Registered Behavior Technician	PVHS	7/2/24	30/A	7
	Resign	Instructional Assistant-Bilingual	SMHS	8/5/24	13/E	6.5
	Resign	Instructional Assistant-Special Ed II	PVHS	8/30/24	15/B	6
	Resign	Crisis Intervention Consultant	DHS	8/5/24	24/E	8
	Employ	Campus Security Assistant II	DHS	8/28/24	17/A	7.5
	Change in Assignment	Instructional Assistant-Special Ed I	SMHS to RHS	8/14/24	13/E	5.5
	Employ	Transportation Attendant	DO	9/4/24	12/A	5
	Employ	Food Service Supervisor	PVHS	8/19/224	1/A	8
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/B	7.5 to 8
	Resign	Instructional Assistant - Bilingual	SMHS	8/10/24	13/B	6
	Resign	Instructional Assistant-Special Ed I	RHS	8/13/24	13/E	5.5
	Employ	Campus Security Assistant II	SMHS	8/14/24	17/A	7.5
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/C	7.5 to 8
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/E	7.5 to 8
	Employ	Instructional Assistant-Special Ed II	PVHS	8/14/24	15/A	6
	Promote	Campus Security Assistant II	PVHS	8/14/24	17/C	7.5
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/E	7.5 to 8
	Employ	Instructional Assistant-Special Ed II	PVHS	8/14/24	15/A	6
	Resign	School Community Liaison	SMHS	9/6/24	20/E	8
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/E	7.5 to 8
	Resign	Instructional Assistant-Special Ed II	SMHS	8/6/24	15/C	6
	Change in Assignment	Instructional Assistant-Special Ed II	RHS	8/14/24	15/E	6 to 6.5
	Resign	Instructional Assistant-Special Ed I	SMHS	8/1/24	13/C	5.5
	Employ	Food Service Worker I	PVHS	8/13/24	11/A	4
	Employ	Instructional Assistant-Special Ed II	SMHS	8/14/24	15/A	6
	Resign	Instructional Assistant-Special Ed I	PVHS	7/1/24	13/A	5.5
	Employ	Food Service Supervisor	RHS	8/14/24	1/A	8
	Employ	Instructional Assistant-Special Ed II	SMHS	8/14/24	15/A	6.5
	Resign	Instructional Assistant-Special Ed I	RHS	8/5/24	13/C	5.5
	Employ	Food Service Supervisor	SMHS	8/19/24	1/A	8
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/B	7.5 to 8
	Employ	Instructional Assistant-Bilingual	SMHS	8/14/24	13/A	6.5
	Resign	Bus Driver	DO	8/30/24	18/D	6.75

CLASSIFIED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/D	7.5 to 8
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/B	7.5 to 8
	Change in Assignment	Campus Security Assistant II	SMHS	8/14/24	17/B	7.5 to 8
	Resign	Campus Security Assistant II	RHS	9/12/24	17/D	8
	Employ	Food Service Worker I	RHS	9/3/24	11/A	4
	Resign	Food Service Worker I	RHS	7/31/24	11/A	4
	Employ	Maintenance Worker I	SMHS	8/7/24	21/A	8
CERTIFICATED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Salary	FTE
	Prep Period Teaching Assign	Social Science	DHS	8/12/24-12/20/24	34/V	0.2
	Prep Period Teaching Assign	Family Consumer Science	RHS	8/12/24-12/20/24	28/IV	0.2
	Site Update	Speech/Language Pathologist	SMHS/PVHS	2024-25	9/V +10%	1.0
	Prep Period Teaching Assign	Math	SMHS	8/12/24-12/30/24	12/IV	0.2
	Prep Period Teaching Assign	Agriculture	PVHS	8/12/24-12/30/24	8/V	0.2
	Column Advance	Math	SMHS	2024-25	3/IV	1.0
	Stipend	Music Instrumental	PVHS	2024-25	1, I 7%	
	Prep Period Teaching Assign	Science	SMHS	8/12/24-12/20/24	5/V	0.2
	Column Advance	English	PVHS	2024-25	5/V	1.0
	Prep Period Teaching Assign	Business	PVHS	8/12/24-12/20/24	6/I	0.2
	Column Advance	PE	RHS	2024-25	10/V	1.0
	Cancel LOA	PE	SMHS	2024-25	16/V	0.2
	Prep Period Teaching Assign	Extended Learning Opportunity	PVHS	8/12/24-12/20/24	3/III	0.2
	Change in Assignment	Math	PVHS	2024-25	17/V	1.0
	Employ/Prob 0	Social Science	DHS	8/12/24	1/V	0.8
	Prep Period Teaching Assign	Social Science	DHS	8/12/24-12/20/24	31/V	0.2
	Column Advance	VPA	SMHS	2024-25	2/V	1.0
	Prep Period Teaching Assign	Science	RHS	8/12/24-12/20/24	9/V	0.2
	Department Chair	Special Education	SMHS	2024-25	1, I 10%	
	Prep Period Teaching Assign	Social Science	SMHS	8/12/24-12/20/24	11/V	0.2
	Column Advance	Family Consumer Science	PVHS	2024-25	8/IV	1.0
	Prep Period Teaching Assign	Math	RHS	8/12/24-12/20/24	17/V	0.2
	Prep Period Teaching Assign	Science	SMHS	8/12/24-12/20/24	16/V	0.2
	Prep Period Teaching Assign	Math	DHS	8/12/24-12/20/24	15/V	0.2
	Prep Period Teaching Assign	Int'l Languages	RHS	8/12/24-12/20/24	19/V	0.2
	Resign	Intervention Lead	PVHS	8/9/24	11/IV	1.2
	Prep Period Teaching Assign	Agriculture	RHS	8/12/24-12/20/24	35/V	0.2
	Column Advance	Special Education	SMHS	2024-25	3/V	1.0
	Prep Period Teaching Assign	Int'l Languages	RHS	8/12/24-12/20/24	16/V	0.2
	Prep Period Teaching Assign	Math	RHS	8/12/24-12/20/24	5/V	0.2
	Prep Period Teaching Assign	Special Education	PVHS	8/12/24-12/20/24	5/IV	0.2
	Prep Period Teaching Assign	Science	SMHS	8/12/24-12/20/24	8/IV	0.2
	Prep Period Teaching Assign	PE	SMHS	8/12/24-12/20/24	12/IV	0.2
	Prep Period Teaching Assign	English	RHS	8/12/24-12/20/24	14/V	0.2

CERTIFICATED PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	Salary	FTE	
	Prep Period Teaching Assign	Math	SMHS	8/12/24-12/20/24	4/IV	0.2	
	Column Advance	Math	SMHS	2024-25	4/V	1.0	
	Stipend	Intramural	DHS	2024-25	1, I 5.8%		
	Column Advance	Special Education	SMHS	2024-25	2/V	1.0	
	Prep Period Teaching Assign	Math	RHS	8/12/24-12/20/24	4/V	0.2	
	Prep Period Teaching Assign	PE	RHS	8/12/24-12/20/24	10V	0.2	
	Column Advance	Math	PVHS	2024-25	9/V	1.0	
	Column Advance	Int'l Languages	SMHS	2024-25	3/IV	1.0	
	Prep Period Teaching Assign	Special Education	RHS	8/12/24-12/20/24	19/V	0.2	
	Prep Period Teaching Assign	Special Education	SMHS	8/12/24-8/20/24	4/V	0.2	
	Prep Period Teaching Assign	English	SMHS	8/12/24-12/20/24	12/V	0.2	
	Prep Period Teaching Assign	Agriculture	PVHS	8/12/24-12/20/24	16/V	0.2	
	Column Advance	Social Science	RHS	2024-25	3/V	1.0	
	Prep Period Teaching Assign	In School Intervention	PVHS	8/12/24-12/20/24	22/V	0.2	
	Prep Period Teaching Assign	Science	SMHS	8/12/24-12/20/24	7/V	0.2	
	Prep Period Teaching Assign	Math	RHS	8/12/24-12/20/24	24/V	0.2	
	Prep Period Teaching Assign	Ethnic Gender Studies	PVHS	8/12/24-12/20/24	4/IV	0.2	
	Prep Period Teaching Assign	Science	SMHS	8/12/24-12/20/24	2/V	0.2	
	Prep Period Teaching Assign	Science	DHS	8/12/24-12/20/24	29/V	0.2	
	Column Advance	Social Science	RHS	2024-25	6/V	1.0	
	Prep Period Teaching Assign	PE	SMHS	8/12/24-12/30/24	18/V	0.2	
	Prep Period Teaching Assign	In School Intervention/PROD	PVHS	8/12/24-12/20/24	12/V	0.2	
	Prep Period Teaching Assign	Special Education	SMHS	8/12/24-12/20/24	4/V	0.2	
	Prep Period Teaching Assign	Special Education	SMHS	8/12/24-12/20/24	4/V	0.2	
	Column Advance	Special Education	SMHS	2024-25	4/V	1.0	
	Prep Period Teaching Assign	PE	SMHS	2024-25	20/V	0.2	
	Prep Period Teaching Assign	Agriculture	RHS	8/12/24-12/20/24	6/V	0.2	
	Prep Period Teaching Assign	English	SMHS	8/12/24-12/20/24	12/III	0.2	
	Department Chair	English	SMHS	2024-25	1, I 10%		
	Column Advance	English	SMHS	2024-25	3/V	1.0	
	Prep Period Teaching Assign	Science	SMHS	8/12/24-12/20/24	5/V	0.2	
COACHING PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	District	ASB Funding	Employee Type
	Stipend	Head Varsity Boys Cross Country	SMHS	2024-2025	\$2,079		CERT.
	Stipend	Assistant Varsity Boys Cross Country	SMHS	2024-2025	\$2,079		WALK-ON
	Stipend	Head Varsity Girls Cross Country	SMHS	2024-2025	\$4,158		CERT.
	Stipend	Head Varsity Boys Football	SMHS	2024-2025	\$5,642		WALK-ON
	Stipend	Assistant Varsity Boys Football	SMHS	2024-2025	\$2,800		CERT.
	Stipend	Assistant Varsity Boys Football	SMHS	2024-2025	\$1,450		CLASS.
	Stipend	Assistant Varsity Boys Football	SMHS	2024-2025	\$1,650		CERT.
	Stipend	Assistant Varsity Boys Football	SMHS	2024-2025	\$1,850		CLASS.
	Stipend	Assistant Varsity Boys Football	SMHS	2024-2025	\$1,250		WALK-ON

COACHING PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	District	ASB Funding	Employee Type
	Stipend	Assistant Varsity Boys Football	SMHS	2024-2025	\$1,400		WALK-ON
	Stipend	Assistant Varsity Boys Football	SMHS	2024-2025	\$1,250		WALK-ON
	Stipend	Assistant Varsity Boys Football	SMHS	2024-2025	\$1,046		WALK-ON
	Stipend	Head JV Boys Football	SMHS	2024-2025	\$3,000		CERT.
	Stipend	CoHead JV Boys Football	SMHS	2024-2025	\$1,232		WALK-ON
	Stipend	Assistant JV Boys Football	SMHS	2024-2025	\$1,589		WALK-ON
	Stipend	Assistant JV Boys Football	SMHS	2024-2025	\$1,232		CLASS.
	Stipend	Head Frosh Boys Football	SMHS	2024-2025	\$3,000		WALK-ON
	Stipend	CoHead Frosh Boys Football	SMHS	2024-2025	\$1,232		CLASS.
	Stipend	Assistant Frosh Boys Football	SMHS	2024-2025	\$1,410		CLASS.
	Stipend	Assistant Frosh Boys Football	SMHS	2024-2025	\$1,411		WALK-ON
	Stipend	Head Varsity Girls Golf	SMHS	2024-2025	\$4,158		CERT.
	Stipend	Head Varsity Girls Tennis	SMHS	2024-2025	\$4,158		WALK-ON
	Stipend	Head JV Girls Tennis	SMHS	2024-2025	\$3,118		WALK-ON
	Stipend	Head Varsity Girls Volleyball	SMHS	2024-2025	\$4,455		CERT.
	Stipend	Head JV Girls Volleyball	SMHS	2024-2025	\$3,341		CLASS.
	Stipend	Head Frosh Girls Volleyball	SMHS	2024-2025	\$3,341		CERT.
	Stipend	Head Varsity Boys WaterPolo	SMHS	2024-2025	\$3,796		CERT.
	Stipend	Assistant Varsity Boys WaterPolo	SMHS	2024-2025	\$659		WALK-ON
	Stipend	Head JV Boys WaterPolo	SMHS	2024-2025	\$1,341		WALK-ON
	Stipend	Assistant JV Boys WaterPolo	SMHS	2024-2025	\$2,000		CERT.
	Stipend	Head Varsity Girls WaterPolo	SMHS	2024-2025	\$4,455		CERT.
	Stipend	Head JV Girls WaterPolo	SMHS	2024-2025	\$3,341		CLASS.
	Stipend	Head Varsity Flag Football	SMHS	2024-2025	\$1,455		CERT.
	Stipend	Head Varsity Flag Football	SMHS	2024-2025	\$1,000		CERT.
	Stipend	Head Varsity Flag Football	SMHS	2024-2025	\$1,000		CLASS.
	Stipend	Head Varsity Flag Football	SMHS	2024-2025	\$1,000		CLASS.
	Stipend	Fall Assistant Athletic Director	SMHS	2024-2025	\$3,158		CERT.
	Stipend	Fall Assistant Athletic Director	SMHS	2024-2025	\$1,000		UNREP.
	Stipend	Fall Assistant Athletic Director	SMHS	2024-2025		\$1,500	CLASS.
	Stipend	Cheer & Song	SMHS	2024-2025	\$3,842		WALK-ON
	Stipend	Head Varsity Boys Cross Country	ERHS	2024-2025	\$4,158		CERT.
	Stipend	Head Varsity Girls Cross Country	ERHS	2024-2025	\$4,158		CERT.
	Stipend	Head Varsity Boys Football	ERHS	2024-2025	\$5,642		CERT.
	Stipend	Assistant Varsity Boys Football	ERHS	2024-2025	\$4,232		CLASS.
	Stipend	Assistant Varsity Boys Football	ERHS	2024-2025	\$3,174		CERT.
	Stipend	Assistant Varsity Boys Football	ERHS	2024-2025	\$3,174		WALK-ON
	Stipend	Assistant Varsity Boys Football	ERHS	2024-2025	\$115		WALK-ON
	Stipend	CoHead JV Boys Football	ERHS	2024-2025	\$1,058		WALK-ON
	Stipend	Assistant JV Boys Football	ERHS	2024-2025	\$824	\$500	WALK-ON
	Stipend	Head Frosh Boys Football	ERHS	2024-2025	\$4,232		CERT.
	Stipend	Assistant Frosh Boys Football	ERHS	2024-2025	\$2,821		WALK-ON
	Stipend	Head Varsity Girls Golf	ERHS	2024-2025	\$4,158		CERT.

COACHING PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	District	ASB Funding	Employee Type
	Stipend	Head Varsity Girls Tennis	ERHS	2024-2025	\$4,158		CERT.
	Stipend	Head JV Girls Tennis	ERHS	2024-2025	\$3,118		CERT.
	Stipend	Head Varsity Girls Volleyball	ERHS	2024-2025	\$4,455		WALK-ON
	Stipend	Assistant Varsity Girls Volleyball	ERHS	2024-2025		\$3,341	CERT.
	Stipend	Head JV Girls Volleyball	ERHS	2024-2025	\$3,341		CERT.
	Stipend	Head Frosh Girls Volleyball	ERHS	2024-2025	\$3,341		CERT.
	Stipend	Head Varsity Boys WaterPolo	ERHS	2024-2025	\$4,455		WALK-ON
	Stipend	Head JV Boys WaterPolo	ERHS	2024-2025	\$3,341		WALK-ON
	Stipend	Head Varsity Girls WaterPolo	ERHS	2024-2025	\$4,455		WALK-ON
	Stipend	Head JV Girls WaterPolo	ERHS	2024-2025	\$1,671		CERT.
	Stipend	CoHead JV Girls WaterPolo	ERHS	2024-2025	\$1,670		WALK-ON
	Stipend	Fall Assistant Athletic Director	ERHS	2024-2025	\$4,158		CERT.
	Stipend	Fall Assistant Athletic Director	ERHS	2024-2026	\$4,158		CERT.
	Stipend	Dance Advisor	ERHS	2024-2025	\$3,019		CERT.
	Stipend	Cheer & Song	ERHS	2024-2025	\$3,842		WALK-ON
	Stipend	Head Varsity Boys Cross Country	PVHS	2024-2025	\$4,000		CERT.
	Stipend	Assistant Varsity Boys Cross Country	PVHS	2024-2025	\$158	\$1,284	CERT.
	Stipend	Head Varsity Girls Cross Country	PVHS	2024-2025	\$4,000		CERT.
	Stipend	Assistant Varsity Girls Cross Country	PVHS	2024-2025	\$158		CERT.
	Stipend	Head Varsity Boys Football	PVHS	2024-2025	\$4,000		CERT.
	Stipend	Head Varsity Boys Football	PVHS	2024-2025	\$1,642	\$574	CERT.
	Stipend	Assistant Varsity Boys Football	PVHS	2024-2025	\$2,116		CERT.
	Stipend	Assistant Varsity Boys Football	PVHS	2024-2025	\$2,116		CERT.
	Stipend	Assistant Varsity Boys Football	PVHS	2024-2025	\$2,116		CERT.
	Stipend	Assistant Varsity Boys Football	PVHS	2024-2025	\$2,116		CERT.
	Stipend	Assistant Varsity Boys Football	PVHS	2024-2025	\$2,116		CERT.
	Stipend	Assistant Varsity Boys Football	PVHS	2024-2025	\$2,116		CERT.
	Stipend	Head JV Boys Football	PVHS	2024-2025	\$2,500		CERT.
	Stipend	CoHead JV Boys Football	PVHS	2024-2025	\$1,732	\$279	WALK-ON
	Stipend	Assistant JV Boys Football	PVHS	2024-2025	\$2,021		WALK-ON
	Stipend	Assistant JV Boys Football	PVHS	2024-2025	\$400		WALK-ON
	Stipend	Assistant JV Boys Football	PVHS	2024-2025	\$400		WALK-ON
	Stipend	Assistant JV Boys Football	PVHS	2024-2025		\$1,000	CERT.
	Stipend	Head Frosh Boys Football	PVHS	2024-2025	\$1,700		CERT.
	Stipend	CoHead Frosh Boys Football	PVHS	2024-2025	\$1,500		CERT.
	Stipend	CoHead Frosh Boys Football	PVHS	2024-2025	\$1,032	\$468	CERT.
	Stipend	Assistant Frosh Boys Football	PVHS	2024-2025	\$1,500		CERT.
	Stipend	Assistant Frosh Boys Football	PVHS	2024-2025	\$1,321	\$179	CERT.
	Stipend	Head Varsity Girls Golf	PVHS	2024-2025	\$1,558	\$2,600	CERT.
	Stipend	Assistant Varsity Girls Golf	PVHS	2024-2025	\$2,600		CERT.
	Stipend	Head Varsity Girls Tennis	PVHS	2024-2025	\$4,158		CERT.
	Stipend	Head JV Girls Tennis	PVHS	2024-2025	\$1,559		CERT.
	Stipend	Assistant JV Girls Tennis	PVHS	2024-2025	\$1,559		CERT.

COACHING PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	District	ASB Funding	Employee Type
	Stipend	Head Varsity Girls Volleyball	PVHS	2024-2025	\$4,400		WALK-ON
	Stipend	Assistant Varsity Girls Volleyball	PVHS	2024-2025	\$55		CLASS.
	Stipend	Head JV Girls Volleyball	PVHS	2024-2025	\$3,000		CERT.
	Stipend	Assistant JV Girls Volleyball	PVHS	2024-2025	\$341		CLASS.
	Stipend	Head Frosh Girls Volleyball	PVHS	2024-2025	\$2,500		WALK-ON
	Stipend	Assistant Frosh Girls Volleyball	PVHS	2024-2025	\$841		CLASS.
	Stipend	Head Varsity Boys WaterPolo	PVHS	2024-2025	\$4,455		WALK-ON
	Stipend	Head JV Boys WaterPolo	PVHS	2024-2025	\$2,786		CLASS.
	Stipend	Assistantt JV Boys WaterPolo	PVHS	2024-2025	\$555		CERT.
	Stipend	Head Varsity Girls WaterPolo	PVHS	2024-2025	\$4,455		CERT.
	Stipend	Head JV Girls WaterPolo	PVHS	2024-2025	\$555		WALK-ON
	Stipend	Co-Head JV Girls WaterPolo	PVHS	2024-2025	\$1,500		WALK-ON
	Stipend	Head Varsity Flag Football	PVHS	2024-2025	\$3,000		CERT.
	Stipend	Head Varsity Flag Football	PVHS	2024-2025	\$1,000	\$1,650	CERT.
	Stipend	Head Varsity flag Football	PVHS	2024-2025	\$455	\$750	CERT.
	Stipend	Fall Assistant Athletic Director	PVHS	2024-2025	\$1,404		CERT.
	Stipend	Fall Assistant Athletic Director	PVHS	2024-2025	\$1,404		CERT.
	Stipend	Fall Assistant Athletic Director	PVHS	2024-2025	\$1,350		CERT.

Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT

August 2024

1. Santa Maria High School Construction Projects

SMHS Reconstruction – Rachlin Partners (Huckabee)

- The Agreement for Termination of Leases and Quit Claim resolution was formally approved by the Board at the August 6, 2024, meeting. All contract closeout documentation required to be provided by the contractor was received by the District. Final contract payment applications and retention release requests have been processed. The Division of State Architect (DSA) project closeout review continues.

SMHS Administration to Classrooms – Rachlin Partners (Huckabee) (Photo's)

- Contract work is underway. Mobilization by the contractor is complete. Work occurring during this period includes demolition and hazardous materials removal. The project remains scheduled for completion on June 27, 2025.

SMHS CTE Modernization – Rachlin Partners (Huckabee) (Photo)

- Stored hydraulic fluid containing soil from the site construction remains pending the Air Pollution Control Board's approval to proceed with removal. Conduit and wiring have been installed to support the five recently placed automotive shop vehicle lifts. It was determined that additional fire caulking was required at existing wall penetrations. The work will be performed by District M&O staff. All ECG contract work is complete. Final project documentation, payment applications, retention release, and DSA closeout are ongoing.

SMHS Morrison Bus Drop Off – Rachlin Partners (Huckabee)

- All punch list items are complete. Final project documentation, payment applications, retention release, and DSA closeout activities continue.

SMHS 50 Classroom Alteration Projects – Rachlin Partners (Huckabee)

- Culinary Sinks: A contract package for the fabrication and installation of new larger basin sinks was issued and is pending receipt of signed documents from the contractor. Work is scheduled to occur over the winter break of 2024.
- Health Office Sink and Changing Table: The project design documents, including installing an additional handwash sink and an adult changing table in one of the new cot rooms, are complete. A quote package is being developed with work expected to occur during evenings and weekends.

SMHS Parking Lot Revision – Rachlin Partners (Huckabee) (Photo)

- Coordination activities between the City of Santa Maria (City) regarding Thornburg and Morrison Street safety projects, the SMHS parking lot project, and the ENGIE solar photovoltaic project continue. The City has indicated they are continuing with internal reviews of potential changes along Thornburg and Morrison Streets such as traffic

direction, markings, lighting, signals, drop-off areas, crosswalk modifications, flashing signals, and street lighting. Negotiations with ENGIE regarding the solar photovoltaic projects' funding scope, costs, and funding method have also been ongoing. Huckabee's design activities remain on hold until the City and ENGIE project scopes and layout are finalized.

SMHS 37 Classroom Modernization – Rachlin Partners (Huckabee)

- This project was originally included as Phase 2 of the SMHS Reconstruction Lease Lease-Back (LLB) project. As the LLB project has been finalized and closed, the 37 Classroom project is being completed separately under the standard Design, Bid, Build method. Design activities were completed, and a package was submitted to DSA in March 2024. DSA approval is anticipated to be received in October 2024. A bid package is under development. A final project schedule will be created upon receipt of DSA-approved plans and specifications.

2. Ernest Righetti High School Construction Projects

ERHS New Softball Field – PBK Architects

- Revised multi-use ball field layouts remain under district council review. A draft project schedule will be developed upon receipt of approval to proceed.

ERHS Boys and Girls Locker Room Modification – PBK Architects

- Revised boys' and girls' locker rooms, team meeting rooms, and sports storage space layouts remain under district council review. A draft project schedule will be developed upon receipt of approval to proceed.

ERHS CTE Modernization – Rachlin Partners (Huckabee)

- Final payment, retention release, and DSA closeout activities are ongoing.

ERHS Walkway Canopy Replacement Building C, D, & E – Rachlin Partners (Huckabee)

- A revised proposal for Architectural and Engineering design services remains under development by Huckabee. The scope expected to be completed during the summer of 2025 is the replacement of all metal decking and roofing in the canopy areas.

ERHS Cafeteria Serving Windows and Line Counter Modifications – Rachlin Partners (Huckabee)

- A site meeting occurred with the architect and district team on July 29, 2024. The purpose of the meeting was to review the project scope and to identify potential design adjustments that allow user requirements to be maintained while reducing costs. The project remains targeted to be completed before June 30, 2025.

3. Pioneer Valley High School Construction Projects

- All active PVHS facilities construction projects have been completed and closed. Assessments of existing and new district site needs including project prioritization, funding, and construction scheduling will be conducted during October and November of 2024.

4. Mark Richardson Career Technical Education Center & Agriculture Farm

MRCTECAF New Maintenance and Operation Building – 19 six Architects

- DSA reviews of the design package submitted on February 5, 2024, continue. Receipt of plan approval is now anticipated for September 2024. Development of a bid schedule will occur upon receipt of approved plans and specifications.

MRCTECAF Well Pump and Electrical Installation – 19 six Architects

- A determination regarding whether the project should be exempt from DSA continues under evaluation by the architect. An estimated project schedule will be included with the Architect and Engineering services proposal once a final determination is made.

MRCTECAF Landscaping – Maintenance and Operations – Oasis Associates

- Plans and specifications are complete. A bid schedule and documents package are under development. The project is expected to be bid during October with construction to be coordinated with site activities.

5. District-Wide and Support Services Center

District-Wide Project Closeout – Facilities and Logistics

- Closeout of legacy projects continues:
 - SMHS #03-103743 Wilson Gymnasium Renovation: The destructive testing plan continues coordination between a new DSA project inspector and the architect. Work is expected to occur during the late fall of 2024.

District-Wide Wireless Access Points Upgrade: Facilities and Logistics

- Installation of wireless access points at locations throughout the district is complete. The units are active and in use with integration and monitoring activities ongoing. Final project acceptance and closeout activities are underway.

District-Wide Edge Switch Replacement: Facilities and Logistics

- Switch installation activities were completed during July. System testing activities were completed before the start of school, with software configuration and monitoring ongoing. Final project acceptance and closeout activities are underway.

Arc Flash Safety Assessment – Maintenance and Operations

- Electrical arc flash potential, utility supply evaluations, and training related to the MRCTECAF, Delta High School, ERHS, and the Support Services Center are complete. A final report is expected to be received in the fall of 2024.

ERHS and SMHS 7 Portables Roofing: Facilities and Logistics

- Contract closeout activities continue. The final payment application and retention release request are in process.

ERHS & SMHS CTE Shade Canopy – Rachlin Partners (Huckabee)

- Three bid packages were received and opened on August 16, 2024. The bid results are anticipated to be presented to the board at the October 8, 2024, meeting. Construction is now estimated to occur between November 2024 and February 2025.

District-Wide Carpet Installation – Facilities and Logistics

- All work at SMHS is complete. PVHS carpet installation work is complete; however, the vinyl flooring material was not received and is on backorder. When the material is received, access to complete the installation will be coordinated with the site. Carpeting at the SSC was completed in all areas except transportation. The timing of the installation is under review by MOT.

District-Wide Solar Photovoltaic – Facilities and Logistics

- District staff and ENGIE Services U.S. (ENGIE) continue discussions on project funding options, scope, and cost savings. Negotiations regarding the Power Purchase Agreement (PPA) option were halted when ENGIE financiers refused to agree to portions of the District's required scope. An alternate ENGIE proposal is under evaluation by administration staff where the District funds and owns the project directly.

District Wide Emergency Notification System Upgrade – JMPE Electrical Engineering.

- Atlas Sound has completed the Phase 1 system design evaluations including SMHS, portions of PVHS, and recent SSC installations. JMPE Electrical Engineering is anticipated to perform Atlas Sound equipment coordination and site evaluations during September. A project schedule will be developed upon completion of plans and specifications.

PDC Audio Visual Equipment Upgrade – Facilities and Logistics

- This project remains on hold pending further review of scope and scheduling options by the district's Instructional Technology department staff.

Gary Wuitschick
Director – Facilities and Logistics

Maintenance & Operations

SMHS

- Renovated the baseball field, including new irrigation installation, warning track, redesign of the outfield fence, and seeded and top dressed.
- Removed bark in front of the school and replaced it with rubber mulch. **(Photo)**
- Repaired broken sprinklers and lines in various areas on campus.
- Sprayed lines in the stadium for upcoming flag football games.
- Installed a tankless water heater in the Ag building.
- Poured a concrete pad next to the quick café.
- Cleaned the exterior windows of the 50-Classroom Building. **(Photo)**
- Replaced old emergency exit lighting in the gym and locker rooms.
- Installed additional emergency stop buttons in the Ag welding shop.
- Removed exterior fencing on the south side of campus as new teachers from the math building moved in.
- Replaced bad ballasts in the locker rooms and various classrooms campus-wide.
- Completed HVAC cassette preventive maintenance in 100 building.
- Removed and reinstalled restroom partitions in restroom 820 for new flooring installation.
- Completed summer carpet and hard floor cleaning.
- Completed multiple furniture requests, moves, and installation of various items.
- Provided support of school event and civic center use activities: Band Camp, Freshmen Welcome, Professional Development, Picture Day, Ballet Folklorico, Physicals, AGIF Scholarships, and Volleyball.
- Preventive work order hours – 28
- Routine work hours – 276
- Total work orders completed – 162
- Event setup hours - 50

Danny Sheridan
Plant Manager

PVHS

- Refreshed and deep cleaned campus for District Professional Learning Day. **(Photo)**
- Power-washed the amphitheater stage and surrounding areas.
- Cleaned out and organized the PAC lobby for delivery of SRP items.
- Moved out all furniture and computers in the Administration building, and reinstalled all items after installing new carpet and sheet vinyl.
- Deep cleaned all carpets campus-wide.
- Stripped and recoated hard floors campus-wide.
- Added mulch to several planters and repaired various irrigation issues.
- Installed new hydration stations in the PAC hallway and in classroom 222.
- Repaired the padding on several basketball backboards in the gym.
- Repainted all parking curbs on campus, 205 shop walls, door for classroom 432, and "Keep Clear" areas outside of all building entrances and exits.
- Continued with electrical installation for a new freezer at the CTE center.
- Installed a new produce washer at the CTE center. **(Photo)**
- Provided support of school event and civic center use activities: ASB Banquet, Freshmen Orientation, CTE FFA Project Meeting, Fall Sports Parent Meeting, FCA Futures Camp,
- Preventive work order hours – 20 (includes 0 CTE)
- Routine work hours – 310 (includes 34 CTE)
- Total work orders completed – 138 (includes 25 CTE)
- Event setup hours – 52 (includes 2 CTE)

Tyson Ellis
Plant Manager

REGULAR MEETING
September 10, 2024

ERHS

- Painted two 50yd football fields on the practice field for freshman football and ERHS band.
- Restored the front planter box near the flag pole where the main water leak was repaired.
- Landscaped the north side of the maintenance yard with plants and rubber mulch.
- Trenched for an irrigation line outside of Gate #8 on Berrywood Drive. for an ongoing landscape project.
- Repaired irrigation leaks behind the varsity baseball visitors' dugout, and flagpole at the varsity softball field.
- Repainted the parking stall lines and "staff" stencils on all parking lots.
- Install diamond plate and FRP wall paneling in the cafeteria kitchen.
- Pulled power and data wiring, installed outlets, and mounted three monitors at Delta.
- Replaced 18 burned-out light bulbs in the stadium light towers.
- Replaced 2 Wi-Fi access point cages with new larger ones.
- Installed new partitions for the handicap stall in restroom 235.
- Repaired handrail and installed skateboard deterrents outside of the front office. **(Photo)**
- Deep cleaned all classroom floors campus-wide. **(Photo)**
- Deep cleaned the walk in cooler in the kitchen and pressure washed all storage racks.
- Provided support of school event and civic center use activities: Special Ed Aide Meeting, Food Service Staff Meeting, Football Parents Meeting, Water Polo Parents Meeting, EAOP Events, Professional Development for ERHS Staff, Food Service Software Training, and Freshman Welcome Orientation
- Preventive work order hours – 20 (includes 0 DHS)
- Routine work order hours – 256 (includes 17 DHS)
- Total work orders completed – 133 (includes 22 DHS)
- Event setup hours – 5 (includes 0 DHS)

Dan Mather
Plant Manager

Graffiti & Vandalism

- DHS \$ 70
- ERHS \$ 100
- SMHS \$ 0
- PVHS \$ 10
- CTE \$ 50

Cesar Lugo
Director – Maintenance, Operations, and Transportation

Photo Gallery – Major Projects



SMHS Admin to Classroom – Asbestos Abatement Ongoing



SMHS Admin to Classroom – Demolition of all Interior Walls is Ongoing



SMHS Admin to Classroom –Potentially Hazardous Materials are Being Removed and Disposed Of



SMHS CTE Modernization – Installing Power to the Newly Installed Vehicle Lifts



SMHS Parking Lot Revisions – Parking Lot and Landscape Renovation is Ongoing



SMHS Parking Lot Revision – Punch Walk for Sidewalk and Landscape Revisions

Photo Gallery – Maintenance & Operations



SMHS – Nelson Frutos Removing Bark and Replacing with Rubber Mulch



SMHS – Miguel Sanchez-Martinez Cleaning the Exterior Windows of the 50-Classroom Building



PVHS – Jose Vasquez Cleaning Windows for the Certificated Basecamp Conference



PVHS – Jesus Reyes Installing a Hose Bib Outside of the Culinary Arts Classroom



ERHS – Leo Avila and Armando Gutierrez Repairing the Handrail Outside of the Administration Building



ERHS – Joel Grant Jr. and Isiah Rucobo Deep Cleaning Classroom Floors

REGULAR MEETING
September 10, 2024

APPENDIX C

Approval of the amended
2024 Conflict of Interest Code

**NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE
of the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that the Santa Maria Joint Union High School District, pursuant to the authority vested in it by §87306 of the Government Code, proposes amendment to its Conflict of Interest Code. The purpose of these amendments is to implement the requirements of §87300 through §87302, and §87306 of the Government Code.

The Santa Maria Joint Union High School District proposes to amend its Conflict of Interest Code to include positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of §87302 of the Government Code.

Specifically, the proposed amendment will add positions that are newly created by the agency and revise the titles of existing positions due to reorganization of duties and delete positions that no longer exist. Copies of the amended code are available and may be requested from the contact person set forth below.

The Santa Maria Joint Union High School District has prepared a written explanation of the reasons for the proposed amendments and has available the information on which the amendments are based. Copies of the proposed amendments, the written explanation of the reasons, and the information on which the amendments are based may be obtained by contacting the contact person set forth below.

Contact Person: Antonio Garcia, Superintendent
 Santa Maria Joint Union High School District
 2560 Skyway Drive
 Santa Maria, California 93455
 805-922-4573, extension 4201

**WRITTEN EXPLANATION OF REASONS FOR AMENDMENT
to the
CONFLICT OF INTEREST CODE
for the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
2024**

NOTICE IS HEREBY GIVEN that the Santa Maria Joint Union High School District, pursuant to the authority vested in it by §87306 of the Government Code, proposes amendment to its Conflict of Interest Code. The purpose of these amendments is to implement the requirements of §87300 through §87302, and §87306 of the Government Code.

The Santa Maria Joint Union High School District proposes to amend its Conflict of Interest Code to include positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of §87302 of the Government Code.

Specifically, the proposed amendment will add positions that are newly created by the agency, and revise the titles of existing positions due to reorganization of duties, and delete positions that no longer exist. Copies of the amended code are available and may be requested from the Human Resources Department.

At this time, no public hearing has been scheduled concerning the proposed amendments. If any interested person or the person's representative requests a public hearing, he or she must do so no later than September 10, 2024, by contacting the Superintendent's Office.

The Santa Maria Joint Union High School District is amending its Conflict of Interest Code to bring it current with the existing organizational structure of the agency. The specific amendments and an explanation of each proposed change is as follows:

- The following positions are new and have been amended into the code, and have been designated as disclosure category 2:

- Executive Director, Teaching and Learning
- Special Education Program Specialist
- Dean of Students (all schools)
- Manager, Family and Community Engagement
- Manager, Information Technology
- Director, Wellness Services
- Manager, Fiscal Services
- Director, Certificated Human Resources

- The following positions have been revised and are designated as disclosure category 2:

- Director of Facilities and Operations revised to Director, Maintenance, Operations and Transportation
- Director of Support Services revised to Director, Facilities and Logistics
- Director of Information Systems revised to Director, Instructional Technology
- Director of Human Resources revised to Director, Classified Human Resources

- The following positions no longer exist and have been deleted from the code:
LCFF Task Coordinator
Dean of Special Education
Budget Manager

CONFLICT OF INTEREST CODE
for the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

The Political Reform Act, Government Code Section 81000, et. seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the Fair Political Practices Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. This regulation and the attached Code designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**.

Designated employees shall file statements of economic interests with the SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT who will make the statements available for public inspection and reproduction. (Government Code §81008). Upon receipt of the Statement filed by the designated employee, a copy shall be retained with the Santa Maria Joint Union High School District and the original shall be forwarded to the County Clerk, Recorder and Assessor.

DISCLOSURE CATEGORIES

Category 1

Designated employees assigned to this category must report:

(a) Interests in real property which are located in whole or in part: (1) within the boundaries of the District, (2) within two miles of the boundaries of the District, or (3) within two miles of any land owned or used by the District. "Interests in real property" include any leasehold, beneficial or ownership interest or option to acquire such interest in real property, other than a periodic tenancy of one month or less (e.g., a month-to-month lease).

(b) Investments or business positions, in business entities or income from sources which engage in the acquisition or disposal of real property within the jurisdiction.

(c) Investments or business positions, in business entities or income from sources which: (1) are contractors or subcontractors who are or have been within the last two years engaged in the performance of work or services of the type utilized by the District, or (2) which manufacture or sell supplies, books, machinery or equipment of the type utilized by the District.

Category 2

Designated employees assigned to this category must report:

Investments or business positions in business entities or income from sources which: (1) are contractors or subcontractors who are or have been within the last two years engaged in the performance of work or services of the type utilized by the employee's department, or (2) which manufacture or sell supplies, books, machinery or equipment of the type utilized by the employee's department. For the purpose of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST CODE
for the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

<u>Designated Positions</u>	<u>Disclosure Category</u>
Board Members	1
Superintendent	1
Assistant Superintendent, Human Resources	2
Assistant Superintendent, Curriculum and Instruction	2
Assistant Superintendent, Business Services	2
Principal (all schools)	2
LCFF Task Coordinator	2
<u>Executive Director, Teaching and Learning</u>	2
Director of Alternative Education	2
Director, Career Technical Education	2
Director, Special Education	2
Director, Student Services	2
Dean of Special Education	2
<u>Special Education Program Specialist</u>	2
Assistant Principal (all schools)	2
<u>Dean of Students (all schools)</u>	2
Director, Multilingual and Migrant Education Programs	2
<u>Manager, Family and Community Engagement</u>	2
Director, of Facilities and <u>Maintenance, Operations, and Transportation</u>	2
Director of Support Services <u>Director, Facilities and Logistics</u>	2
Director, of Information Systems <u>Instructional Technology</u>	2
<u>Manager, Information Technology</u>	2
Director, Fiscal Services	2
<u>Director, Wellness Services</u>	2
Budget Manager	2
Energy Manager	2
<u>Manager, Fiscal Services</u>	2
Plant Manager (all schools)	2
Facilities Planner	2
<u>Director, Certificated Human Resources</u>	2
Director of <u>Classified</u> Human Resources	2
Public Information Officer	2
Manager, Transportation	2
Director, Food Services	2
Consultant*	2

*Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR [18700.3](#))

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law

3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR [18704](#), subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR [18700.3](#))

REGULAR MEETING
September 10, 2024

APPENDIX D

Board Policy Revisions:
BP/AR 5127: Graduation Ceremonies & Activities

Policy 5127: Graduation Ceremonies and Activities

Overview

High school graduation ceremonies are held to celebrate students who have successfully completed their coursework, met district standards, and passed any required assessments. The Governing Board believes these students deserve a public celebration that acknowledges their achievements and encourages lifelong learning.

Ceremony Guidelines

Graduation ceremonies will not include invocations, prayers, or benedictions. The school or district will not sponsor any ceremony or program for graduates that includes prayer.

Honors and Awards

To recognize exceptional academic performance, the graduation ceremony will feature acknowledgment of the top-performing students based on established criteria of academic achievement.

The Superintendent or their designee will determine other school-sponsored awards to be presented during the ceremony. Additional awards may be given at a separate program for both school and non-school achievements.

Graduation Attire

The Superintendent or designee may require students to wear ceremonial attire, such as caps and gowns, during the graduation ceremony.

Students who have completed basic training and are active members of any branch of the U.S. Armed Forces may choose to wear their military dress uniform during the ceremony (Education Code 35183.3).

Students may also wear tribal regalia or recognized religious or cultural adornments with their ceremonial attire, provided it does not disrupt or interfere with the ceremony. Students wishing to wear such adornments must seek permission from the Superintendent or designee at least 14 days before the ceremony (Education Code 35183.1).

Disciplinary Considerations

Students are expected to adhere to district and school policies, regulations, and rules throughout the school year, including during graduation and related events. Participation in graduation ceremonies may only be denied in cases of serious misconduct. Prior to any such denial, the principal or designee must inform the student and their parents/guardians of the misconduct and provide an opportunity for a response.

During the graduation ceremony, students may be removed if their behavior is disruptive or poses a safety risk.

High school seniors will be informed of this policy in advance, through the student handbook or other means, and must acknowledge receipt of this information.

Regulation 5127: Graduation and Activities

The following guidelines shall apply in the selection of valedictorian and salutatorian for the class of 2025, 2026, 2027

1. Only high school coursework, offered by an accredited secondary institution shall be considered when determining recognition as valedictorian and salutatorian.
2. Coursework completed at post-secondary institutions will not be considered when determining recognition as valedictorian or salutatorian, unless they are Concurrent Enrollment courses that earn transferable college credit as well as fulfill SMJUHS graduation requirements.
3. All approved courses taken in grades 9-12 will be considered.
4. During the year of graduation, Grade Point calculations to determine valedictorian and salutatorian will be conducted at the end of the first semester at Righetti High School, Santa Maria High School and Pioneer Valley High School.

* Grades for weighted courses offered or accepted upon transfer will be considered to determine the top 20 students in the graduating class.

* Each Grade Point Average (GPA) of the top 20 students will be recalculated using total GPA (9-12) non-weighted.

* GPA averages (9-12 non-weighted) will then be recalculated, assigning a point value of .02 to each A earned in a five-unit Advanced Placement/Honors/ Concurrent class completed, and .01 to each B earned. No points are added for grades below B.

The following guidelines shall apply in the selection of top-performing students: Cum Laude, Magna Cum Laude, and Summa Cum Laude for the graduating class of 2028 and beyond.

1. To earn the distinction of Summa Cum Laude, a student must have earned a total weighted grade point average of at least 4.2000.
2. To earn the distinction of Magna Cum Laude, a student must have earned a total weighted grade point average of at least 4.0 and less than 4.199.
3. To earn the distinction of Cum Laude, a student must have earned a total weighted grade point average of at least 3.8 and less than 3.99.

For purposes of these awards, numbers will be rounded to four decimal places.

The grade point average to be used for this calculation will be the total weighted grade point average at the conclusion of the seventh semester.

1. All coursework, offered by an accredited institution shall be considered when determining recognition of top-performing students.
2. All approved courses taken in grades 9-12 will be considered.
3. During the year of graduation, Grade Point calculations to determine top performing students will be conducted at the end of the first semester at Righetti High School, Santa Maria High School and Pioneer Valley High School.

* Grades for weighted courses offered or accepted upon transfer will be considered to determine the top performing students in the graduating class.

Graduation Attire

Acknowledging the unique nature of our schools, Site Administration shall establish guidelines for graduation attire working in conjunction with the Associated Student Body (ASB).

Guidelines must fall within the following criteria:

- * Site selected graduation gowns and hats without decoration
- * School and/or District-issued recognition cords/sashes/insignia
- * Other recognitions shall be limited to cords/sashes/insignia that are affiliated with membership and participation in an official school group. These recognitions shall be ordered, distributed, and purchased by the group and must be approved by both ASB and Site Principal.

Review Process for ASB and Site Principal of Recognition Requests

Step 1: Determine that the request is made by an officially recognized school group.

Step 2: Determine that the cord/sash/insignia is commensurate in size with previously approved items.

Step 3: Review the color choice, or choices if multi-colored, to ensure differentiation from previously approved items.

Step 4: Notify the group it is their full and complete responsibility to purchase approved recognition items. No District funds shall be expended for this purpose.

If the conditions in Steps 1-4 are met, then the request will be conditionally approved.

Final approval of recognition cords/sashes/insignia shall be made by the District superintendent or his/her designee and is not subject to site review.

Top-Performing Student Distinctions

For the graduating class of 2028 and beyond, the following guidelines will apply to awarding academic honors:

1. **Summa Cum Laude:** This distinction is awarded to students with a total weighted grade point average (GPA) of at least 4.2000.
2. **Magna Cum Laude:** This distinction is awarded to students with a total weighted GPA of at least 4.0000 but less than 4.199.
3. **Cum Laude:** This distinction is awarded to students with a total weighted GPA of at least 3.8000 but less than 3.999.

The GPA used for these honors will be rounded to four decimal places and will be calculated at the end of the seventh semester.

Criteria for GPA Calculation:

1. Only high school coursework from accredited secondary institutions will be considered.
2. All approved courses taken in grades 9-12 will be included.
3. For the year of graduation, GPA calculations for determining top-performing students will be conducted at the end of the first semester at Righetti High School, Santa Maria High School, and Pioneer Valley High School. Grades from weighted courses accepted upon transfer will also be considered.

Graduation Attire

Given the unique nature of our schools, Site Administration will establish guidelines for graduation attire in collaboration with the Associated Student Body (ASB). The guidelines must adhere to the following criteria:

1. Graduation gowns and hats must be site-selected and free of decorations.
2. Only school- or district-issued recognition cords, sashes, or insignia may be worn.
3. Additional recognitions are limited to cords, sashes, or insignia affiliated with membership or participation in official school groups. These items must be ordered, distributed, and purchased by the group, with approval from both ASB and the Site Principal.

Review Process for Recognition Requests

1. Confirm that the request is from an officially recognized school group.
2. Ensure that the cord, sash, or insignia is similar in size to previously approved items.
3. Review color choices to ensure they are distinct from previously approved items.
4. Inform the group that they are responsible for purchasing the approved recognition items; no District funds will be used.

If these conditions are met, the request will be conditionally approved. Final approval for recognition cords, sashes, or insignia will be granted by the District Superintendent or their designee and will not be subject to site review.

REGULAR MEETING
September 10, 2024

APPENDIX E

2023-24 UNAUDITED ACTUALS

Narrative summary and Fund 01 SACS Form

The full report on state-required forms is on District's website:

<https://www.smjuhsd.org/>

Departments

→Business Services

→Financial Reports

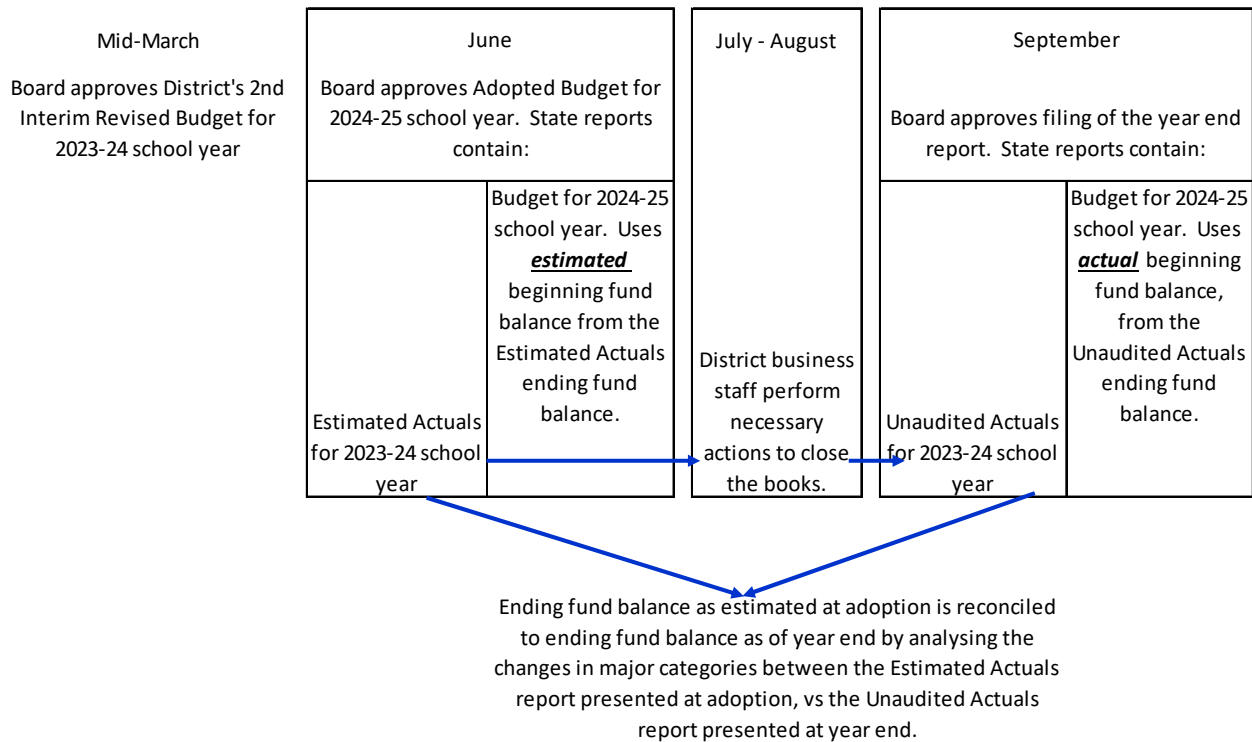
→2023-2024

→2023-24 Unaudited Actuals

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
2023-24 UNAUDITED ACTUALS
Summary of Changes since Budget Adoption – General Fund**

As the District closes its books for 2023-24 and prepares the required state reporting forms, note that they also contain budget information. The relationship of the year-end report to the District’s Adopted Budget report, and the process used, is illustrated in the graphic below:

The relationship of Estimated Actuals, Adopted Budget, and Unaudited Actuals



Year-end closing is an appropriate time to reflect upon some of the significant financial events of the past year, and to summarize all of the changes that have resulted in closing the year with a total ending fund balance of \$77.8 million. Significant changes in revenues and expenditures which occurred between the time the District presented estimated actuals with the 2024-25 Adopted Budget, and this Unaudited Actuals Year-End report, are discussed on the following pages.

COMPONENTS OF THE GENERAL FUND ENDING BALANCE

The table on the following page details the components of the District’s General Fund ending balance for the year ended June 30, 2024:

	23-24 Unaudited Actuals	23-24 Estimated Actuals as of 24-25 Budget Adoption	Difference
ENDING FUND BALANCE	77,836,719	57,466,923	20,369,796
Components of Ending Fund Balance			
Nonspendable			
Revolving Cash	15,000	15,000	
Stores	257,432	231,390	
Prepaid Expenses	329,459	278,824	
Subtotal Nonspendable Amounts	601,891	525,214	
Committed			
Certificated Medical Savings		845,398	
Accommodate growth/reduce density	9,420,691	9,420,691	
Alternative ed expansion/Wellness centers	2,500,000	2,500,000	
Textbook adoption-Social Studies, Math, Science	5,000,000	5,000,000	
Student technology refresh	4,112,000	4,112,000	
Subtotal Commitments	21,032,691	21,878,089	
Assignments			
Site/Department carryovers	1,071,994		
Unexpended 15-16 1-Time \$ instructional materials	970,853		
MAA carryover	399,340		
Misc grants and donations	208,947		
LCAP goal 3 - equipment & capital outlay	88,235		
Reserve for new school acquisition costs	6,628,806		
Other unexpended capital outlay			
Bus on order, not received by year-end	257,198		
Transportation HTS	1,379,950		
2024 Ford Super Duty F-250 SRW XL (2), not received by year-end	104,218		
2024 Ford Transit 350, not received by year-end	68,096		
22-446 PVHS Mobile Office Trailer For IT API	768		
24-479 2024 ERHS Pavement Maintenance	3,019		
17-267.1.2 SMHS Morriston St. Bus Drop Off IOR	11,220		
Subtotal Assignments and Carryovers	11,192,642	0	
Categorical programs restricted ending balances			
Educator Effectiveness Grant	572,928	526,535	
Prop 20 Lottery Instructional Materials	1,880,316		
CCSPP - Planning Grant Cohort 2	8,347	7,913	
Arts, Music & Instructional Materials Block Grant	5,423,486	5,623,168	
Arts and Music in Schools (AMS)	1,548,111		
Child Nutrition Food Service Staff Training Funds	31,684		
Child Nutrition Kitchen Infrastructure and Training Funds	651,031		
Classified School Emp Prof Dev Blk Grant	33,344		
LCFF Equity Multiplier	544,492		
A-G Access/Success Grant	627,525	640,263	
A-G Learning Loss Mitigation Grant	551,395	530,095	
Learning Recovery Emergency Block Grant	8,946,942	8,559,602	
Ethnic Studies	236,310		
LEA Medi-Cal Billing Option	692,096	302,012	
Misc locally restricted grants & donations	632,120	320,580	
Subtotal Categorical restricted ending balances	22,380,126	16,510,167	
Reserve for Economic Uncertainties (3% minimum)	5,144,631	6,047,797	
TOTAL DESIGNATIONS AND RESERVATIONS	60,351,980	44,961,267	
ENDING AVAILABLE UNAPPROPRIATED FUND BALANCE	17,484,739	12,505,656	4,979,083

The District's General Fund Ending Balance

The general fund actual ending fund balance, before required deductions and reservations is \$77.8 million. After taking into account the various reservations and designations noted on the previous page, the District's **available** unappropriated ending fund balance is \$17.4 million, an **increase** of \$4,497,083 from what was projected at the time the District adopted its 2024-25 budget. This increase is due primarily to the following major items of change:

REVENUES

➤ LCFF revenue	
• Base grant & property tax adjustments	\$ 53,758
➤ Federal revenue	
• Forest Reserve	697
➤ State revenues	
• Lottery based on 4 th quarter estimate from State Controller's Office (unrestricted)	375,181
➤ Local revenues	
• Interest income	737,145
• Other miscellaneous income (including E-RATE, AHC Concurrent enrollment, misc. donations, facility fees, E-surplus auction)	<u>371,458</u>

TOTAL UNRESTRICTED REVENUE INCREASES **\$ 1,538,239**

All of the revenue items noted above are considered to be one-time in nature.

EXPENDITURES

Expenditure <increases> / decreases consist of the following:

➤ Emergency repairs	100,000
➤ Legal fees	<116,999>
➤ External audit fees	<12,923>
➤ Administrative savings (Supt., business & HR)	124,740
➤ Plant M&O pool	201,334
➤ Decrease in the credit for indirect costs charged to restricted programs (due to expenditure decreases) and cafeteria fund (exclude food costs from the indirect calculation)	<u><186,328></u>

TOTAL UNRESTRICTED EXPENDITURE DECREASES **\$ 109,824**

OTHER SOURCES

Transfers In / Out <increases> / decreases consist of the following:

➤ Transfer In: Year 4 of 6 bus replacement plan from Fund 17	<u>\$ 0</u>
--	-------------

TOTAL OTHER SOURCES DECREASES **\$ 0**

CONTRIBUTIONS

Contributions represent the amount of unrestricted funds the District must transfer (“contribute”) to restricted programs where expenditures are greater than the revenue sources that support them. These programs are Special Education \$1,322,049, K12 Strong Workforce Program 1,847, and Routine Restricted Maintenance. Maintenance accounts for \$335,237 of the decrease. The balance comes from Special Education programs and is a combination of increased revenues through the SELPA funding model as well as less expenses than were budgeted.

\$ 1,659,133

OTHER FUND BALANCE COMPONENTS

- Non-spendable items (revolving cash, prepaid expenses, stores) increased \$ 76,677
- Commitments
 - Certificated Medical Savings <845,398>
- Decrease in reserve for economic uncertainty (3%) <903,166>

TOTAL OTHER FUND BALANCE COMPONENTS (net decrease which equals an increase in ending fund balance)

\$ <1,671,887>

NET EFFECT ON FUND BALANCE

- Revenue increases 1,538,239
- Expenditure decreases 109,824
- Other Sources 0
- Contribution to restricted programs decrease 1,659,133
- Net increase in other fund balance components 1,671,887

TOTAL CHANGE TO UNAPPROPRIATED UNDESIGNATED FUND BALANCE AFTER ALL OTHER DESIGNATIONS AND ASSIGNMENTS

\$ 4,979,083

CLOSING THOUGHTS

The 2023-24 school year marks the eleventh year of education being distributed through the Local Control Funding Formula (“LCFF”). As of budget adoption for the 2024-25 year, the District projected to decline 251 students from total enrollment in 2023-24 of 8,985 to projected enrollment totaling 8,734 in 2024-25. Funded LCFF ADA is based on the greater of current year, prior year or 3-prior year average whichever is greater, the Districts revenue is based on the 3-prior year average ADA of 8,535.88. Districts with high percentages of economically disadvantaged students, foster youth, and English learners receive increased funding under LCFF to be able to increase or improve services for those student groups. The District’s percentage of enrollment in the targeted student populations in excess of 75% results in supplemental and concentration grant funding of \$35.2 million. These dollars are accounted for in the District’s LCAP plan.

Existing law imposes a 10% cap on the district’s reserves in fiscal years immediately succeeding those in which the State’s rainy day fund balance is at least 3% of TK-12 Prop. 98 funding. Currently, the States Proposition 98 Reserve balance of \$2.6 billion after 2023-24 as a result of the Rainy Day Fund withdraws falls below the 3% threshold, therefore the local reserve cap is not triggered for 2024-25 fiscal year. For the 2023-24 year, the district maintains previously board approved fund commitments totaling \$21,032,690.

The increasing PERS employer contribution rates continues. PERS goes from 26.68% to 27.05% and the STRS rate remained static at 19.10% in 2024-25.

The next stage of budget and financial reporting will be the District’s 1st Interim Revised Budget which will be brought to the Board in December. At that time, all of the carryovers of unexpended funds noted above of \$11.1 million will be included in the Budget.

Concurrent with work on the District’s next revised budget will be a remote/virtual/zoom visit from the auditors to wrap up their work on the District’s 2023-24 financial statements. Their report should be brought to the Board in January.

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	48.45%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$2,466,830.20
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2025-26 apportionment may be reduced by the lesser of the following two percentages:	MOE Met
	MOE Deficiency Percentage - Based on Total Expenditures	0.00%
	MOE Deficiency Percentage - Based on Expenditures Per ADA	0.00%
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1	\$0.00
	Adjusted Appropriations Limit	\$76,005,798.89
	Appropriations Subject to Limit	\$76,005,798.89
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate	6.12%
	Fixed-with-carry-forward indirect cost rate for use in 2025-26 subject to CDE approval.	

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2023-24 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk / Secretary of the Governing Board
(Original signature required)

Date of Meeting: _____

To the Superintendent of Public Instruction:

2023-24 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

Rebecca Holmes
Name
District Financial Advisor
Title
805-964-4710
Telephone
rholmes@sbceo.org
E-mail Address

For School District:

Michelle Coffin
Name
Director III Fiscal Services
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805-922-4573
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E-mail Address

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	140,303,249.40	2,766,990.00	143,070,239.40	141,024,502.00	2,774,326.00	143,798,828.00	0.5%
2) Federal Revenue		8100-8299	696.94	13,115,792.61	13,116,489.55	0.00	5,594,831.00	5,594,831.00	-57.3%
3) Other State Revenue		8300-8599	3,834,600.07	10,516,004.06	14,350,604.13	3,652,654.54	8,196,202.96	11,848,857.50	-17.4%
4) Other Local Revenue		8600-8799	5,290,138.76	7,164,017.73	12,454,156.49	3,096,528.19	6,217,572.00	9,314,100.19	-25.2%
5) TOTAL, REVENUES			149,428,685.17	33,562,804.40	182,991,489.57	147,773,684.73	22,782,931.96	170,556,616.69	-6.8%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	52,274,653.25	14,226,333.15	66,500,986.40	52,803,480.68	12,597,499.26	65,400,979.94	-1.7%
2) Classified Salaries		2000-2999	17,911,999.58	8,276,783.04	26,188,782.62	18,836,127.29	9,202,570.99	28,038,698.28	7.1%
3) Employee Benefits		3000-3999	27,818,036.05	14,072,781.62	41,890,817.67	30,244,692.84	14,650,383.58	44,895,076.42	7.2%
4) Books and Supplies		4000-4999	7,756,398.18	3,244,536.36	11,000,934.54	9,137,712.31	1,892,551.98	11,030,264.29	0.3%
5) Services and Other Operating Expenditures		5000-5999	14,608,306.09	7,004,705.48	21,613,011.57	19,740,501.71	5,934,592.49	25,675,094.20	18.8%
6) Capital Outlay		6000-6999	2,502,904.26	491,753.94	2,994,658.20	4,710,867.95	793,551.07	5,504,419.02	83.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,141,521.67	3,149,167.77	4,290,689.44	850,000.00	3,962,517.00	4,812,517.00	12.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,989,398.43)	1,872,383.75	(117,014.68)	(2,159,331.64)	2,003,187.62	(156,144.02)	33.4%
9) TOTAL, EXPENDITURES			122,024,420.65	52,338,445.11	174,362,865.76	134,164,051.14	51,036,853.99	185,200,905.13	6.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			27,404,264.52	(18,775,640.71)	8,628,623.81	13,609,633.59	(28,253,922.03)	(14,644,288.44)	-269.7%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	517,615.28	1,000.00	518,615.28	426,300.00	0.00	426,300.00	-17.8%
b) Transfers Out		7600-7629	8,724,804.00	393,463.53	9,118,267.53	0.00	375,000.00	375,000.00	-95.9%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(14,918,052.74)	14,918,052.74	0.00	(20,295,568.32)	20,295,568.32	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(23,125,241.46)	14,525,589.21	(8,599,652.25)	(19,869,268.32)	19,920,568.32	51,300.00	-100.6%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)									
			4,279,023.06	(4,250,051.50)	28,971.56	(6,259,634.73)	(8,333,353.71)	(14,592,988.44)	-50,470.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	50,979,645.89	26,828,101.16	77,807,747.05	55,258,668.95	22,578,049.66	77,836,718.61	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			50,979,645.89	26,828,101.16	77,807,747.05	55,258,668.95	22,578,049.66	77,836,718.61	0.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			50,979,645.89	26,828,101.16	77,807,747.05	55,258,668.95	22,578,049.66	77,836,718.61	0.0%
2) Ending Balance, June 30 (E + F1e)			55,258,668.95	22,578,049.66	77,836,718.61	48,999,034.22	14,244,695.95	63,243,730.17	-18.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	15,000.00	0.00	15,000.00	15,000.00	0.00	15,000.00	0.0%
Stores		9712	257,432.07	0.00	257,432.07	232,236.07	0.00	232,236.07	-9.8%
Prepaid Items		9713	131,535.26	197,923.75	329,459.01	278,824.34	0.00	278,824.34	-15.4%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	22,380,125.91	22,380,125.91	0.00	14,244,695.95	14,244,695.95	-36.4%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	21,032,690.57	0.00	21,032,690.57	21,032,690.57	0.00	21,032,690.57	0.0%
Accommodate growth/reduce density		0000	9,420,690.57		9,420,690.57			0.00	
Alternative ed expansion/Wellness centers		0000	2,500,000.00		2,500,000.00			0.00	
Student Technology Refresh		0000	4,112,000.00		4,112,000.00			0.00	
Textbook adoption-Social Studies, Math, Science		0000	5,000,000.00		5,000,000.00			0.00	
d) Assigned									
Other Assignments		9780	11,192,641.63	0.00	11,192,641.63	0.00	0.00	0.00	-100.0%
Site/Department Carryovers		0000	1,071,993.94		1,071,993.94			0.00	
15-16 1-time Instructional Materials Carryover		0000	970,852.73		970,852.73			0.00	
MAA Carryover		0000	399,339.64		399,339.64			0.00	
Misc. Grants & Donations Carryover		0000	208,946.80		208,946.80			0.00	
LCAP goal 3 - equipment & capital outlay		0000	88,234.62		88,234.62			0.00	
Bus on order, not received by year-end		0000	257,197.79		257,197.79			0.00	
2024 Ford Super Duty F-250 SRW XL (2), not received by year-end		0000	104,218.48		104,218.48			0.00	
2024 Ford Transit 350, not received by year-end		0000	68,095.56		68,095.56			0.00	
22-446 PVHS Mobile Office Trailer For IT API		0000	767.50		767.50			0.00	

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
24-479 2024 ERHS Pavement Maintenance	0000	9780	3,018.50		3,018.50			0.00	
17-267.1.2 SMHS Morrison St. Bus Drop Off IOR	0000	9780	11,220.00		11,220.00			0.00	
Transportation HTS	0000	9780	1,379,950.07		1,379,950.07			0.00	
Reserve for new school acquisition costs	0000	9780	6,628,806.00		6,628,806.00			0.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	5,144,630.77	0.00	5,144,630.77	5,567,277.15	0.00	5,567,277.15	8.2%
Unassigned/Unappropriated Amount		9790	17,484,738.65	0.00	17,484,738.65	21,873,006.09	0.00	21,873,006.09	25.1%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	62,731,001.23	22,527,166.18	85,258,167.41				
1) Fair Value Adjustment to Cash in County Treasury		9111	(1,078,095.00)	0.00	(1,078,095.00)				
b) in Banks		9120	0.00	242,973.95	242,973.95				
c) in Revolving Cash Account		9130	15,000.00	0.00	15,000.00				
d) with Fiscal Agent/Trustee		9135	90,000.00	0.00	90,000.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	1,221,263.86	3,048,615.23	4,269,879.09				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	517,737.02	0.00	517,737.02				
6) Stores		9320	257,432.07	0.00	257,432.07				
7) Prepaid Expenditures		9330	131,535.26	197,923.75	329,459.01				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			63,885,874.44	26,016,679.11	89,902,553.55				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	5,132,277.75	1,774,135.42	6,906,413.17				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	3,494,927.74	18,340.58	3,513,268.32				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	1,646,153.45	1,646,153.45				
6) TOTAL, LIABILITIES			8,627,205.49	3,438,629.45	12,065,834.94				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			55,258,668.95	22,578,049.66	77,836,718.61				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	76,652,054.00	0.00	76,652,054.00	69,675,023.00	0.00	69,675,023.00	-9.1%
Education Protection Account State Aid - Current Year		8012	15,547,786.00	0.00	15,547,786.00	23,487,123.00	0.00	23,487,123.00	51.1%
State Aid - Prior Years		8019	39,993.00	0.00	39,993.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	129,595.97	0.00	129,595.97	129,598.00	0.00	129,598.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	37,588,964.22	0.00	37,588,964.22	37,604,752.00	0.00	37,604,752.00	0.0%
Unsecured Roll Taxes		8042	1,410,145.42	0.00	1,410,145.42	1,408,173.00	0.00	1,408,173.00	-0.1%
Prior Years' Taxes		8043	196,645.77	0.00	196,645.77	69,105.00	0.00	69,105.00	-64.9%
Supplemental Taxes		8044	2,135,797.17	0.00	2,135,797.17	2,116,221.00	0.00	2,116,221.00	-0.9%
Education Revenue Augmentation Fund (ERAF)		8045	6,310,922.23	0.00	6,310,922.23	6,242,195.00	0.00	6,242,195.00	-1.1%
Community Redevelopment Funds (SB 617/699/1992)		8047	288,447.06	0.00	288,447.06	288,657.00	0.00	288,657.00	0.1%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	5,797.12	0.00	5,797.12	7,308.50	0.00	7,308.50	26.1%
Less: Non-LCFF (50%) Adjustment		8089	(2,898.56)	0.00	(2,898.56)	(3,653.50)	0.00	(3,653.50)	26.0%
Subtotal, LCFF Sources			140,303,249.40	0.00	140,303,249.40	141,024,502.00	0.00	141,024,502.00	0.5%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	2,766,990.00	2,766,990.00	0.00	2,774,326.00	2,774,326.00	0.3%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			140,303,249.40	2,766,990.00	143,070,239.40	141,024,502.00	2,774,326.00	143,798,828.00	0.5%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	1,793,146.84	1,793,146.84	0.00	1,680,222.00	1,680,222.00	-6.3%
Special Education Discretionary Grants		8182	0.00	38,500.00	38,500.00	0.00	109,258.00	109,258.00	183.8%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	696.94	0.00	696.94	0.00	0.00	0.00	-100.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		1,946,857.78	1,946,857.78		2,474,542.00	2,474,542.00	27.1%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		172,681.19	172,681.19		349,807.00	349,807.00	102.6%
Title III, Immigrant Student Program	4201	8290		29,868.88	29,868.88		0.00	0.00	-100.0%
Title III, English Learner Program	4203	8290		286,133.03	286,133.03		178,468.00	178,468.00	-37.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		514,551.00	514,551.00		379,062.00	379,062.00	-26.3%
Career and Technical Education	3500-3599	8290		355,105.00	355,105.00		348,472.00	348,472.00	-1.9%
All Other Federal Revenue	All Other	8290	0.00	7,978,948.89	7,978,948.89	0.00	75,000.00	75,000.00	-99.1%
TOTAL, FEDERAL REVENUE			696.94	13,115,792.61	13,116,489.55	0.00	5,594,831.00	5,594,831.00	-57.3%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	620,210.00	0.00	620,210.00	614,460.50	0.00	614,460.50	-0.9%
Lottery - Unrestricted and Instructional Materials		8560	1,884,848.07	957,973.78	2,842,821.85	1,542,990.43	627,657.12	2,170,647.55	-23.6%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		1,361,674.38	1,361,674.38		980,465.00	980,465.00	-28.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,329,542.00	8,196,355.90	9,525,897.90	1,495,203.61	6,588,080.84	8,083,284.45	-15.1%
TOTAL, OTHER STATE REVENUE			3,834,600.07	10,516,004.06	14,350,604.13	3,652,654.54	8,196,202.96	11,848,857.50	-17.4%
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,109,145.04	6,565.87	2,115,710.91	1,000,000.00	0.00	1,000,000.00	-52.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	1,628,806.00	0.00	1,628,806.00	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	10,504.49	0.00	10,504.49	11,400.00	0.00	11,400.00	8.5%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	43,401.20	0.00	43,401.20	40,000.00	0.00	40,000.00	-7.8%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	2,898.56	0.00	2,898.56	0.00	0.00	0.00	-100.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,495,383.47	115,249.86	1,610,633.33	2,045,128.19	0.00	2,045,128.19	27.0%
Tuition		8710	0.00	1,508,387.00	1,508,387.00	0.00	1,633,023.00	1,633,023.00	8.3%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		5,533,815.00	5,533,815.00		4,584,549.00	4,584,549.00	-17.2%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,290,138.76	7,164,017.73	12,454,156.49	3,096,528.19	6,217,572.00	9,314,100.19	-25.2%
TOTAL, REVENUES			149,428,685.17	33,562,804.40	182,991,489.57	147,773,684.73	22,782,931.96	170,556,616.69	-6.8%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	41,673,852.58	9,453,130.81	51,126,983.39	41,182,343.87	8,769,731.07	49,952,074.94	-2.3%
Certificated Pupil Support Salaries		1200	3,929,317.51	2,291,157.36	6,220,474.87	4,219,060.90	2,212,221.84	6,431,282.74	3.4%
Certificated Supervisors' and Administrators' Salaries		1300	4,528,191.33	1,176,125.79	5,704,317.12	5,000,031.13	382,990.56	5,383,021.69	-5.6%
Other Certificated Salaries		1900	2,143,291.83	1,305,919.19	3,449,211.02	2,402,044.78	1,232,555.79	3,634,600.57	5.4%
TOTAL, CERTIFICATED SALARIES			52,274,653.25	14,226,333.15	66,500,986.40	52,803,480.68	12,597,499.26	65,400,979.94	-1.7%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	934,000.12	4,287,782.15	5,221,782.27	1,044,354.00	5,153,066.51	6,197,420.51	18.7%
Classified Support Salaries		2200	9,822,589.48	2,853,301.50	12,675,890.98	10,510,438.25	3,062,728.86	13,573,167.11	7.1%
Classified Supervisors' and Administrators' Salaries		2300	1,959,738.48	447,758.70	2,407,497.18	1,893,383.94	420,190.38	2,313,574.32	-3.9%
Clerical, Technical and Office Salaries		2400	5,094,044.51	526,142.24	5,620,186.75	5,221,375.32	563,985.24	5,785,360.56	2.9%
Other Classified Salaries		2900	101,626.99	161,798.45	263,425.44	166,575.78	2,600.00	169,175.78	-35.8%
TOTAL, CLASSIFIED SALARIES			17,911,999.58	8,276,783.04	26,188,782.62	18,836,127.29	9,202,570.99	28,038,698.28	7.1%
EMPLOYEE BENEFITS									
STRS		3101-3102	9,439,987.40	7,294,330.43	16,734,317.83	9,800,014.08	7,393,190.32	17,193,204.40	2.7%
PERS		3201-3202	4,570,271.53	2,360,315.60	6,930,587.13	5,179,091.14	2,753,814.58	7,932,905.72	14.5%
OASDI/Medicare/Alternative		3301-3302	2,156,092.07	903,182.31	3,059,274.38	2,224,224.52	946,848.27	3,171,072.79	3.7%
Health and Welfare Benefits		3401-3402	9,748,132.16	2,969,561.45	12,717,693.61	10,434,720.41	3,246,367.40	13,681,087.81	7.6%
Unemployment Insurance		3501-3502	36,612.80	10,929.27	47,542.07	34,914.58	10,633.52	45,548.10	-4.2%
Workers' Compensation		3601-3602	781,434.36	251,477.27	1,032,911.63	929,973.72	282,636.67	1,212,610.39	17.4%
OPEB, Allocated		3701-3702	967,952.26	282,985.29	1,250,937.55	768,834.35	16,892.82	785,727.17	-37.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	846,920.00	0.00	846,920.00	New
Other Employee Benefits		3901-3902	117,553.47	0.00	117,553.47	26,000.04	0.00	26,000.04	-77.9%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
TOTAL, EMPLOYEE BENEFITS			27,818,036.05	14,072,781.62	41,890,817.67	30,244,692.84	14,650,383.58	44,895,076.42	7.2%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	3,685.68	913,689.51	917,375.19	0.00	627,657.12	627,657.12	-31.6%
Books and Other Reference Materials		4200	0.00	7,836.67	7,836.67	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	4,255,777.44	1,547,319.90	5,803,097.34	5,652,704.64	1,061,157.44	6,713,862.08	15.7%
Noncapitalized Equipment		4400	3,496,935.06	775,690.28	4,272,625.34	3,485,007.67	203,737.42	3,688,745.09	-13.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			7,756,398.18	3,244,536.36	11,000,934.54	9,137,712.31	1,892,551.98	11,030,264.29	0.3%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	2,615,817.01	3,715,974.07	6,331,791.08	1,544,000.00	3,240,255.52	4,784,255.52	-24.4%
Travel and Conferences		5200	602,377.89	364,959.43	967,337.32	2,806,300.00	814,214.15	3,620,514.15	274.3%
Dues and Memberships		5300	169,817.94	21,133.00	190,950.94	80,041.00	5,460.00	85,501.00	-55.2%
Insurance	5400 - 5450		1,466,508.68	0.00	1,466,508.68	1,773,869.27	0.00	1,773,869.27	21.0%
Operations and Housekeeping Services		5500	2,681,693.56	0.00	2,681,693.56	3,037,250.00	0.00	3,037,250.00	13.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,190,860.80	524,746.15	1,715,606.95	2,393,831.19	525,500.00	2,919,331.19	70.2%
Transfers of Direct Costs		5710	(70,941.13)	70,941.13	0.00	(52,500.00)	52,500.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(477.68)	0.00	(477.68)	(1,500.00)	0.00	(1,500.00)	214.0%
Professional/Consulting Services and Operating Expenditures		5800	5,595,535.47	2,287,006.06	7,882,541.53	7,752,070.25	1,267,824.12	9,019,894.37	14.4%
Communications		5900	357,113.55	19,945.64	377,059.19	407,140.00	28,838.70	435,978.70	15.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			14,608,306.09	7,004,705.48	21,613,011.57	19,740,501.71	5,934,592.49	25,675,094.20	18.8%
CAPITAL OUTLAY									
Land		6100	4,800.00	0.00	4,800.00	0.00	0.00	0.00	-100.0%
Land Improvements		6170	36,671.50	13,163.00	49,834.50	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	229,042.74	71,736.35	300,779.09	228,540.00	0.00	228,540.00	-24.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,844,914.59	294,676.02	2,139,590.61	1,250,000.00	793,551.07	2,043,551.07	-4.5%
Equipment Replacement		6500	387,475.43	112,178.57	499,654.00	3,232,327.95	0.00	3,232,327.95	546.9%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,502,904.26	491,753.94	2,994,658.20	4,710,867.95	793,551.07	5,504,419.02	83.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	2,963.00	0.00	2,963.00	0.00	0.00	0.00	-100.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	1,604,858.00	1,604,858.00	0.00	1,663,856.00	1,663,856.00	3.7%
Payments to County Offices		7142	758,916.00	1,307,742.77	2,066,658.77	850,000.00	2,298,661.00	3,148,661.00	52.4%
Payments to JPAs		7143	0.00	150,517.00	150,517.00	0.00	0.00	0.00	-100.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	86,050.00	86,050.00	0.00	0.00	0.00	-100.0%
Debt Service									
Debt Service - Interest		7438	9,051.76	0.00	9,051.76	0.00	0.00	0.00	-100.0%
Other Debt Service - Principal		7439	370,590.91	0.00	370,590.91	0.00	0.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,141,521.67	3,149,167.77	4,290,689.44	850,000.00	3,962,517.00	4,812,517.00	12.2%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(1,872,383.75)	1,872,383.75	0.00	(2,003,187.62)	2,003,187.62	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(117,014.68)	0.00	(117,014.68)	(156,144.02)	0.00	(156,144.02)	33.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,989,398.43)	1,872,383.75	(117,014.68)	(2,159,331.64)	2,003,187.62	(156,144.02)	33.4%
TOTAL, EXPENDITURES			122,024,420.65	52,338,445.11	174,362,865.76	134,164,051.14	51,036,853.99	185,200,905.13	6.2%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	517,615.28	0.00	517,615.28	426,300.00	0.00	426,300.00	-17.6%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	1,000.00	1,000.00	0.00	0.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			517,615.28	1,000.00	518,615.28	426,300.00	0.00	426,300.00	-17.8%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	8,723,804.00	0.00	8,723,804.00	0.00	0.00	0.00	-100.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,000.00	393,463.53	394,463.53	0.00	375,000.00	375,000.00	-4.9%
(b) TOTAL, INTERFUND TRANSFERS OUT			8,724,804.00	393,463.53	9,118,267.53	0.00	375,000.00	375,000.00	-95.9%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(14,918,052.74)	14,918,052.74	0.00	(20,295,568.32)	20,295,568.32	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(14,918,052.74)	14,918,052.74	0.00	(20,295,568.32)	20,295,568.32	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a-b + c - d + e)			(23,125,241.46)	14,525,589.21	(8,599,652.25)	(19,869,268.32)	19,920,568.32	51,300.00	-100.6%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	140,303,249.40	2,766,990.00	143,070,239.40	141,024,502.00	2,774,326.00	143,798,828.00	0.5%
2) Federal Revenue		8100-8299	696.94	13,115,792.61	13,116,489.55	0.00	5,594,831.00	5,594,831.00	-57.3%
3) Other State Revenue		8300-8599	3,834,600.07	10,516,004.06	14,350,604.13	3,652,654.54	8,196,202.96	11,848,857.50	-17.4%
4) Other Local Revenue		8600-8799	5,290,138.76	7,164,017.73	12,454,156.49	3,096,528.19	6,217,572.00	9,314,100.19	-25.2%
5) TOTAL, REVENUES			149,428,685.17	33,562,804.40	182,991,489.57	147,773,684.73	22,782,931.96	170,556,616.69	-6.8%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction		1000-1999	61,864,850.45	26,601,723.90	88,466,574.35	61,817,566.71	26,656,918.19	88,474,484.90	0.0%
2) Instruction - Related Services		2000-2999	17,087,604.83	6,145,869.00	23,233,473.83	25,885,719.73	4,870,139.66	30,755,859.39	32.4%
3) Pupil Services		3000-3999	15,755,885.67	7,506,681.96	23,262,567.63	16,752,049.35	6,249,962.94	23,002,012.29	-1.1%
4) Ancillary Services		4000-4999	3,960,985.50	353,563.36	4,314,548.86	4,162,861.95	394,213.78	4,557,075.73	5.6%
5) Community Services		5000-5999	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise		6000-6999	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration		7000-7999	7,341,574.82	1,947,626.54	9,289,201.36	7,389,309.13	2,182,776.30	9,572,085.43	3.0%
8) Plant Services		8000-8999	14,871,997.71	6,633,812.58	21,505,810.29	17,306,544.27	6,720,326.12	24,026,870.39	11.7%
9) Other Outgo		9000-9999 Except 7600-7699	1,141,521.67	3,149,167.77	4,290,689.44	850,000.00	3,962,517.00	4,812,517.00	12.2%
10) TOTAL, EXPENDITURES			122,024,420.65	52,338,445.11	174,362,865.76	134,164,051.14	51,036,853.99	185,200,905.13	6.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			27,404,264.52	(18,775,640.71)	8,628,623.81	13,609,633.59	(28,253,922.03)	(14,644,288.44)	-269.7%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	517,615.28	1,000.00	518,615.28	426,300.00	0.00	426,300.00	-17.8%
b) Transfers Out		7600-7629	8,724,804.00	393,463.53	9,118,267.53	0.00	375,000.00	375,000.00	-95.9%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(14,918,052.74)	14,918,052.74	0.00	(20,295,568.32)	20,295,568.32	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(23,125,241.46)	14,525,589.21	(8,599,652.25)	(19,869,268.32)	19,920,568.32	51,300.00	-100.6%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,279,023.06	(4,250,051.50)	28,971.56	(6,259,634.73)	(8,333,353.71)	(14,592,988.44)	-50,470.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	50,979,645.89	26,828,101.16	77,807,747.05	55,258,668.95	22,578,049.66	77,836,718.61	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			50,979,645.89	26,828,101.16	77,807,747.05	55,258,668.95	22,578,049.66	77,836,718.61	0.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			50,979,645.89	26,828,101.16	77,807,747.05	55,258,668.95	22,578,049.66	77,836,718.61	0.0%
2) Ending Balance, June 30 (E + F1e)			55,258,668.95	22,578,049.66	77,836,718.61	48,999,034.22	14,244,695.95	63,243,730.17	-18.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	15,000.00	0.00	15,000.00	15,000.00	0.00	15,000.00	0.0%
Stores		9712	257,432.07	0.00	257,432.07	232,236.07	0.00	232,236.07	-9.8%
Prepaid Items		9713	131,535.26	197,923.75	329,459.01	278,824.34	0.00	278,824.34	-15.4%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	22,380,125.91	22,380,125.91	0.00	14,244,695.95	14,244,695.95	-36.4%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	21,032,690.57	0.00	21,032,690.57	21,032,690.57	0.00	21,032,690.57	0.0%
Accommodate growth/reduce density		0000	9,420,690.57		9,420,690.57			0.00	
Alternative ed expansion/Wellness centers		0000	2,500,000.00		2,500,000.00			0.00	
Student Technology Refresh		0000	4,112,000.00		4,112,000.00			0.00	
Textbook adoption-Social Studies, Math, Science		0000	5,000,000.00		5,000,000.00			0.00	
d) Assigned									
Other Assignments (by Resource/Object)		9780	11,192,641.63	0.00	11,192,641.63	0.00	0.00	0.00	-100.0%
Site/Department Carryovers		0000	1,071,993.94		1,071,993.94			0.00	
15-16 1-time Instructional Materials Carryover		0000	970,852.73		970,852.73			0.00	
MAA Carryover		0000	399,339.64		399,339.64			0.00	
Misc. Grants & Donations Carryover		0000	208,946.80		208,946.80			0.00	
LCAP goal 3 - equipment & capital outlay		0000	88,234.62		88,234.62			0.00	
Bus on order, not received by year-end		0000	257,197.79		257,197.79			0.00	
2024 Ford Super Duty F-250 SRW XL (2), not received by year-end		0000	104,218.48		104,218.48			0.00	
2024 Ford Transit 350, not received by year-end		0000	68,095.56		68,095.56			0.00	

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
22-446 PVHS Mobile Office Trailer For IT API	0000	9780	767.50		767.50			0.00	
24-479 2024 ERHS Pavement Maintenance	0000	9780	3,018.50		3,018.50			0.00	
17-267 1.2 SMHS Morriston St. Bus Drop Off IOR	0000	9780	11,220.00		11,220.00			0.00	
Transportation HTS	0000	9780	1,379,950.07		1,379,950.07			0.00	
Reserve for new school acquisition costs	0000	9780	6,628,806.00		6,628,806.00			0.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	5,144,630.77	0.00	5,144,630.77	5,567,277.15	0.00	5,567,277.15	8.2%
Unassigned/Unappropriated Amount		9790	17,484,738.65	0.00	17,484,738.65	21,873,006.09	0.00	21,873,006.09	25.1%

Resource	Description	2023-24	2024-25
		Unaudited Actuals	Budget
6266	Educator Effectiveness, FY 2021-22	572,927.99	407,028.91
6300	Lottery: Instructional Materials	1,880,315.76	2,077,903.51
6331	CA Community Schools Partnership Act - Planning Grant	8,346.86	8,346.86
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	5,423,486.00	2,223,089.51
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	1,548,111.00	1,548,111.00
7029	Child Nutrition: Food Service Staff Training Funds	31,684.36	31,684.36
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	651,030.60	651,030.60
7311	Classified School Employee Professional Development Block Grant	33,344.48	33,344.48
7399	LCFF Equity Multiplier	544,491.52	544,491.52
7412	A-G Access/Success Grant	627,524.51	79,808.71
7413	A-G Learning Loss Mitigation Grant	551,395.02	396,271.88
7435	Learning Recovery Emergency Block Grant	8,946,942.34	4,682,723.14
7810	Other Restricted State	236,310.00	236,310.00
9010	Other Restricted Local	1,324,215.47	1,324,551.47
Total, Restricted Balance		22,380,125.91	14,244,695.95

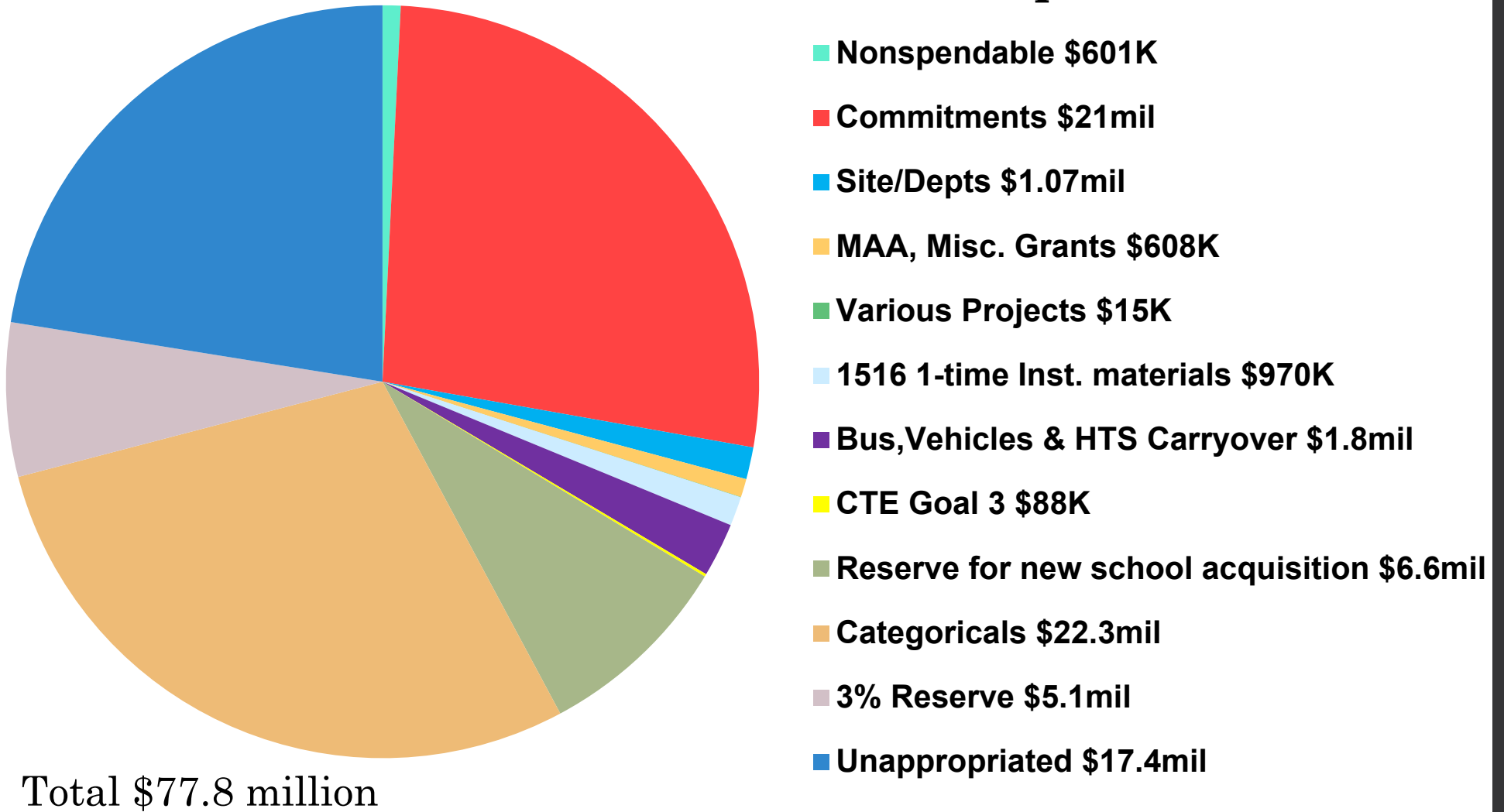
Santa Maria Joint Union High School District

2023-24 General Fund

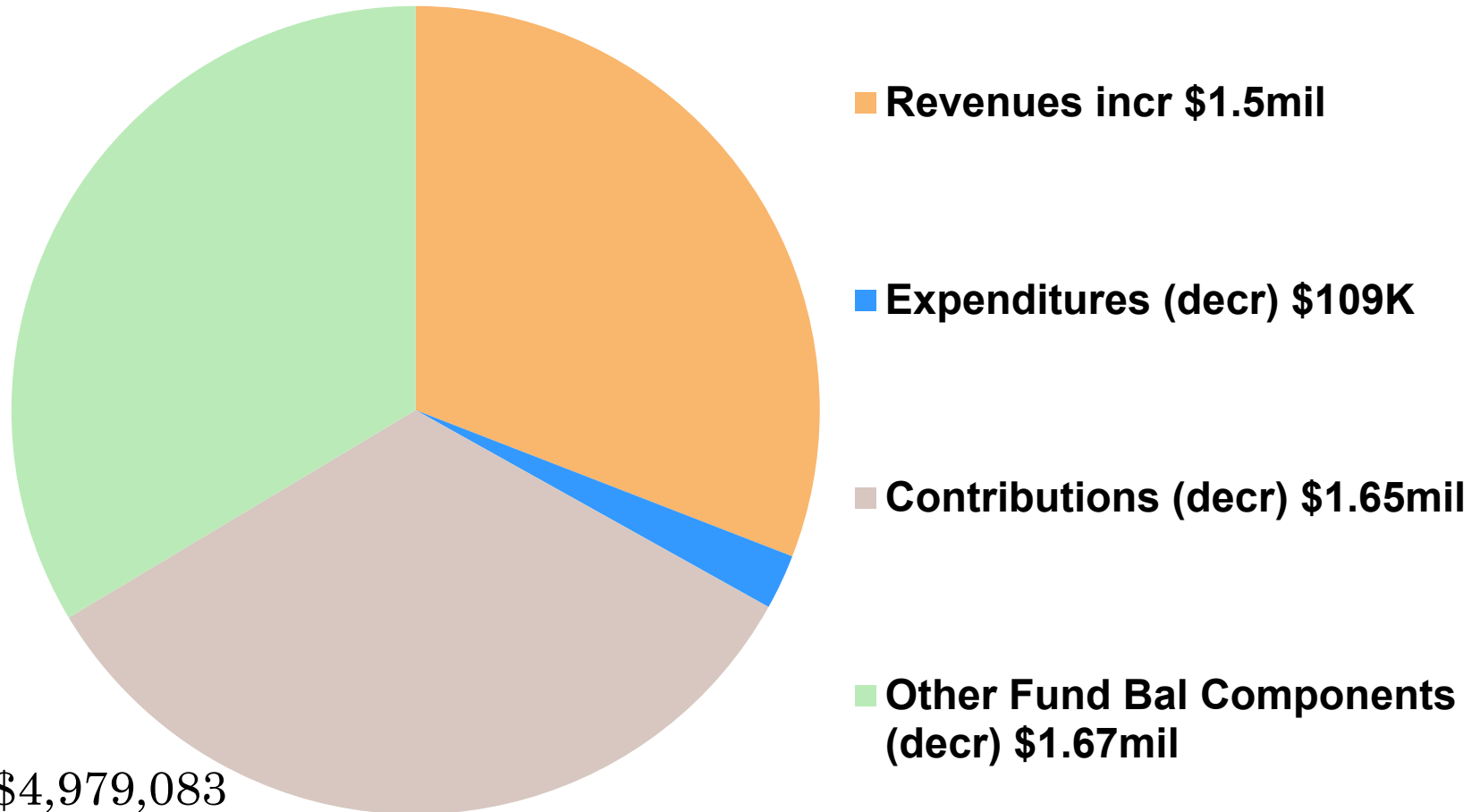
Year-End Report

“Unaudited Actuals”

General Fund Balance Components



General Fund Unappropriated Increase



Total \$4,979,083

Next Steps:

- External Audit
 - Audit Report
-

Thank you

REGULAR MEETING
SEPTEMBER 10, 2024

APPENDIX F

RESOLUTION 6-2024-2025

**Termination Agreement for
Site Lease Financing Agreements**

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REGULAR MEETING
SEPTEMBER 10, 2024

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NO. 6-2024-2025**

**DIRECTING THE EXECUTION OF AND AUTHORIZING THE RECORDING OF A
TERMINATION AGREEMENT INCLUDING A CERTIFICATE OF ACCEPTANCE**

WHEREAS, in order to obtain financing for improvements to its facilities, the Santa Maria Joint Union High School District (the "District") leased the Delta High School (the "Site"), to Public Property Financing Corporation of California (the "Corporation") pursuant to a Site Lease dated July 1, 2012 (the "Site Lease");

WHEREAS, pursuant to the Lease/Purchase Agreement dated July 1, 2012 (the "Lease/Purchase Agreement"), the Corporation leased the Site back to the District;

WHEREAS, pursuant to the Assignment Agreement dated July 1, 2012 (the "Assignment Agreement"), between the Corporation and Capital One Public Funding, LLC ("COPF"), the Corporation assigned to COPF all of its right, title, and interest in and to the Site Lease and the Lease/Purchase Agreement;

WHEREAS, the District has paid all rental payments payable under the Lease/Purchase Agreement, thereby terminating the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement (collectively, the "Agreements"), attached hereto as Exhibit "A";

WHEREAS, the District, the Corporation, and COPF desire to evidence the termination of the Agreements, and the Corporation and COPF desire to quitclaim to the District any right, title or interest the Corporation or COPF may have in the Site under the Agreements pursuant to the Termination Agreement between the District, the Corporation, and COPF (the "Termination Agreement"), attached hereto as Exhibit "B", which has been presented to the Board for its review and approval, and which is incorporated herein by reference;

WHEREAS, the Termination Agreement includes a certificate of acceptance, as required by Government Code section 27281, by which the officer or officers executing the Termination Agreement will certify that the District has accepted the interest in real property conveyed by the Termination Agreement pursuant to authorization by the Board of Education and that the District consents to recordation of the Termination Agreement by its duly authorized officer; and

WHEREAS, the approval, execution, delivery, and recording of the Termination Agreement is desirable and in the best interests of the District.

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

1. Recitals. This Board finds and determines that all of the above recitals are true and correct.

2. Authorization of Officers to Execute, Deliver, and Record Termination Agreement. The Board hereby authorizes and directs the Superintendent, the Assistant Superintendent of Business Services, and their respective designees ("Designated Officers"), and each of them individually, for and in the name of and on behalf of the

REGULAR MEETING
SEPTEMBER 10, 2024

District, to execute, deliver, and record the Termination Agreement in substantially the same form as in the attached Exhibit "B."

3. General Authorization. The Designated Officers and other officers of the District, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver any and all documents, to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to consummate the execution, delivery, acceptance, and recording of the Termination Agreement, and to effect the purposes of this resolution. All actions heretofore taken by officers, employees, and agents of this District that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

4. Effective Date. This resolution takes effect immediately upon its adoption.

PASSED AND ADOPTED on September 10, 2024, by the following vote:

ROLL CALL:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

2012-47938

RECORDING REQUESTED BY:

Kronick, Moskovitz, Tiedemann & Girard
for the benefit of the Santa Maria Joint Union High School District

WHEN RECORDED RETURN TO:

Kronick, Moskovitz, Tiedemann & Girard
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, California 95814
Attention: Jacqueline Peppard, Paralegal

SITE LEASE

between the

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

and the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

Dated July 1, 2012

This document is recorded for the benefit of the Santa Maria Joint Union High School District and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code.

SITE LEASE

This Site Lease, dated July 1, 2012, between the Santa Maria Joint Union High School District, a school district duly organized and validly existing under and pursuant to the Constitution and laws of the State of California (the "District"), as lessor, and the Public Property Financing Corporation of California, a nonprofit public benefit corporation duly organized and validly existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee;

WITNESSETH:

WHEREAS, pursuant to the request of the District, the Corporation intends to assist the District in financing improvements to its facilities and to refund a portion of its Variable Rate Demand Certificates of Participation, 2004 Series A ("Prior Certificates");

WHEREAS, such financing will be accomplished by (i) the Corporation's entering into this Site Lease (this "Site Lease") with the District and then subleasing the property leased hereunder to the District pursuant to the Lease/Purchase Agreement dated July 1, 2012 (the "Lease/Purchase Agreement"), recorded concurrently herewith, under which the District will be obligated to make Rental Payments (as such term is defined in the Lease/Purchase Agreement) to the Corporation; (ii) the Corporation's assignment without recourse of all rights to receive such Rental Payments to Capital One Public Funding, LLC (the "Lender"), pursuant to the Assignment Agreement dated July 1, 2012, recorded concurrently herewith, in exchange for the amount of the advance rental payable hereunder; and (iii) the application of the amount payable as advance rental hereunder to the costs of the improvements and the refunding of the Prior Certificates;

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Section 1. Leased Property. The District hereby leases to the Corporation, and the Corporation hereby hires from the District, on the terms and conditions hereinafter set forth, the real property located in the County of Santa Barbara, State of California, described in *Exhibit A* attached hereto and made a part hereof and the improvements located thereon (the "Leased Property").

Section 2. Term. The term of this Site Lease shall commence on the Funding Date, as that term is defined in the Lease/Purchase Agreement, and shall end on June 1, 2024, unless such term is extended or sooner terminated as hereinafter provided. If the term of the Lease/Purchase Agreement is extended, the term of this Site Lease shall be extended commensurately. If the District has paid and performed in full all of its obligations under the Lease/Purchase Agreement, the term of this Site Lease shall end.

Section 3. Rental. As and for advance rental hereunder for the entire term hereof, the Corporation shall transfer to or for the account of the District the sum of four million five hundred seventy-nine thousand six hundred twenty-one dollars (\$4,579,621.00), on or before the date of commencement of the term of this Site Lease. The Corporation hereby waives any right that it may have under the laws of the State of California to a rebate of such rental in full or in

part in the event there is substantial interference with the use and right to possession by the Corporation of the Leased Property or portion thereof as a result of material damage, destruction, or condemnation.

Section 4. Application of Rental. The funds representing the advance rental hereunder, shall be deposited as follows:

(i) \$2,725,000.03 into the Project Fund for payment of the costs of the financed improvements and costs of issuance; \$82,771.08 shall be deposited in the Capitalized Interest Fund for the purpose of paying a portion of interest due from the date of delivery of the Site Lease in the amount of \$37,347.92 on December 1, 2012; and the amount of \$45,423.16 on June 1, 2013 as established under this Escrow Agreement dated July 1, 2012 between the District, Deutsche Bank National Trust Company, as escrow agent, and the Lender; and

(ii) the sum of \$1,771,849.89, shall be deposited into the Escrow Fund established under an Escrow Agreement dated July 1, 2012 between the District and U.S. Bank N.A., as escrow agent and applied by the District to the refunding of the Prior Certificates.

Section 5. Purpose. The Corporation shall use the Leased Property solely for the purpose of leasing the Leased Property to the District pursuant to the Lease/Purchase Agreement and for such purposes as may be incidental thereto; provided that in the event of default by the District under the Lease/Purchase Agreement the Corporation may exercise the remedies provided in the Lease/Purchase Agreement.

Section 6. Owner in Fee. The District covenants that it is the owner in fee of the Leased Property described on *Exhibit A*.

Section 7. Assignment and Subleases. The Corporation may not assign its rights under this Site Lease, except pursuant to the Trust Agreement, or sublet the Leased Property, without the written consent of the District for so long as the term of this Site Lease.

Section 8. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

Section 9. Surrender of Possession. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property to the District, without warranty as to condition.

Section 10. Default. If the Corporation defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease/Purchase Agreement shall be deemed to occur as a result thereof; provided, however, that the District shall have no power to terminate this Site Lease by reason of any default on the part of the Corporation if such termination would affect or impair any assignment or sublease of all or any part of the Leased Property then in effect between the Corporation and any assignee or

subtenant of the Corporation (other than the District under the Lease/Purchase Agreement). So long as any such assignee or subtenant of the Corporation shall duly perform the terms and conditions of this Site Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the District hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

Section 11. Quiet Enjoyment. The Corporation at all times during the term of this Site Lease, subject to the provisions of Section 9 hereof, shall peaceably and quietly have, hold and enjoy all of the Leased Property.

Section 12. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Corporation shall be solely liabilities of the Corporation as a corporation, and the District hereby releases each and every incorporator, director and officer of the Corporation of and from any personal or individual liability under this Site Lease unless such person acted outside of the scope of his or her duties. No incorporator, director or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site Lease to the District or to any other party whomsoever for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

Section 14. Eminent Domain. In the event the whole or any part of the improvements on the Leased Property is taken by eminent domain proceedings the effect of such taking hereunder shall be in accord with the provisions of the Lease/Purchase Agreement relating thereto.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District as follows:

District: Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455
Attention: Superintendent

or, if to the Corporation, addressed to the Corporation as follows:

Corporation: Public Property Financing Corporation of California
2945 Townsgate Road, Suite 200
Westlake Village, California 91361
Attention: Secretary/Treasurer

or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 17. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 18. Execution in Counterparts. This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may separately be executed by the District and the Corporation, all with the same force and effect as though the same counterpart had been executed by both the District and the Corporation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the District and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT,
as Lessor

By: Yolanda Ortiz
Authorized Officer

PUBLIC PROPERTY FINANCING CORPORATION
OF CALIFORNIA, as Lessee

By: _____
Authorized Officer

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Barbara

On June 28, 2012 before me, Linda L. Berard, Notary Public
(Here insert name and title of the officer)

personally appeared Yolanda Ortiz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Linda L. Berard
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Site Lease
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 6/28/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Assistant Superintendent /
(Title) Business

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

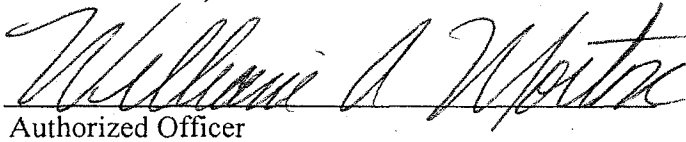
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

IN WITNESS WHEREOF, the District and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT,
as Lessor

By: _____
Authorized Officer

PUBLIC PROPERTY FINANCING CORPORATION
OF CALIFORNIA, as Lessee

By:  _____
Authorized Officer

State of California)

County of Los Angeles)

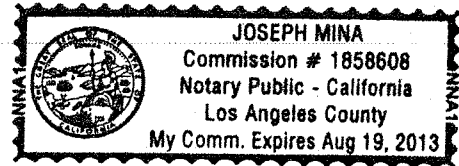
On June 27, 2012 before me, Joseph Mina, notary public, personally appeared William A. Morton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joseph Mina



(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL 1:

THE WESTERLY 269.5 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 34 WEST, S. B. B. & M., IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND, ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT MONUMENT NO. 5294, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 25 AT PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SET AT THE SOUTHWEST CORNER OF "PARCEL 3" AS SHOWN ON SAID MAP; THENCE NORTH 0° 01' EAST, 648.15 FEET; THENCE SOUTH 89° 47' 02" EAST, 657.685 FEET; THENCE SOUTH 0° 08' 57" WEST, 647.42 FEET TO MONUMENT NO. 5293 AS SHOWN ON SAID MAP; THENCE NORTH 89° 50' 51" WEST, 656.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ½ OF ALL OIL AND MINERAL RIGHTS IN SAID LANDS INCLUDING BUT NOT LIMITING THE FOREGOING ALL MINERALS, GAS, OIL, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, IN THE DEED RECORDED NOVEMBER 9, 1937 IN BOOK 417, PAGE 279 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE LINES OF THE ORCUTT-GAREY ROAD.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 13, 1964 AS INSTRUMENT NO. 29733 IN BOOK 2059, PAGE 923 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ALL OF THE USES AND PURPOSES OF A PUBLIC STREET OR HIGHWAY TO BE USED IN COMMON WITH GRANTORS, THEIR HEIRS AND ASSIGNS, AND OTHER PERSONS LEGALLY ENTITLED THERETO, OVER, UPON AND THROUGH THE EASTERLY 30 FEET OF THE WESTERLY 299.5 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 34 WEST, S. B. B. & M., IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND, ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT MONUMENT NO. 5294, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 25 AT PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SET AT THE SOUTHWEST CORNER OF "PARCEL 3" AS SHOWN ON SAID MAP; THENCE NORTH 0° 01' EAST, 648.15 FEET; THENCE SOUTH 89° 47' 02" EAST, 657.685 FEET; THENCE SOUTH 0° 08' 57" WEST, 647.42 FEET TO MONUMENT NO. 5293 AS SHOWN ON SAID MAP; THENCE NORTH 89° 50' 51" WEST, 656.19 FEET TO THE POINT OF BEGINNING.

APN: 103-080-49

The property is commonly known as the Delta High School, Santa Maria, California.

TAB 2

2012-47939

REQUESTED BY:

Kronick, Moskovitz, Tiedemann & Girard
for the benefit of the Santa Maria Joint Union High School District

WHEN RECORDED RETURN TO:

Kronick, Moskovitz, Tiedemann & Girard,
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, CA 95814-4417
Attn: Jacqueline Peppard

LEASE/PURCHASE AGREEMENT

between

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

and the

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Dated July 1, 2012

The term of this lease is less than 35 years.

This document is recorded for the benefit of the Santa Maria Joint Union High School District and recording is exempt from recording fees pursuant to California Government Code section 27383. This transaction is exempt from California documentary transfer tax pursuant to Section 11922 of the California Revenue and Taxation Code.

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LEASE/PURCHASE AGREEMENT

This Lease/Purchase Agreement dated July 1, 2012, and entered into between the Public Property Financing Corporation of California (the "Corporation"), a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, as lessor, and the Santa Maria Joint Union High School District (the "District"), a school district duly organized and validly existing under and by virtue of the laws of the State of California, as lessee.

WITNESSETH:

WHEREAS, the Education Code of the State of California authorizes the District to provide for the financing and refinancing of facilities for the use of the District;

WHEREAS, the Corporation has agreed to assist the District in the financing;

WHEREAS, such financing will be accomplished by (i) the Corporation's entering into the Site Lease dated July 1, 2012 (the "Site Lease"), with the District, (ii) the Corporation's leasing back to the District the property leased under the Site Lease pursuant to this Lease/Purchase Agreement, under which the District will be obligated to make Rental Payments (as such term is defined herein) to the Corporation; (iii) the Corporation's assignment without recourse of all rights to receive such Rental Payments to Capital One Public Funding, LLC (the "Lender"); and (iv) the application of the amount payable as advance rental under the Site Lease, together with other funds made available by the District, to costs of the financed facilities;

WHEREAS, the District is authorized to enter into this Lease/Purchase Agreement for the purposes and subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS; OTHER PROVISIONS OF GENERAL APPLICABILITY

Section 1.1. Definitions. For all purposes of this Lease/Purchase Agreement and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires:

(A) The terms defined in this Section shall have the meanings herein specified and include the plural as well as the singular.

(B) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(C) All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of applicability thereof.

(D) All references herein to "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Lease/Purchase Agreement as originally executed.

(E) The words "herein," "hereof," "hereby," "hereunder," and other words of similar import refer to this Lease/Purchase Agreement as a whole and not to any particular Article, Section, or other subdivision.

(F) Words of any gender shall mean and include words of all other genders.

Applicable Environmental Laws means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

Assignment Agreement means the assignment agreement dated July 1, 2012, between the Corporation and the Lender pursuant to which the Corporation assigns certain of its rights under the Site Lease and the Lease/Purchase Agreement to the Lender.

Business Day means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of California are authorized or obligated by law or executive order to be closed.

Code means the Internal Revenue Code of 1986 and the regulations applicable to or issued thereunder.

Corporation means the Public Property Financing Corporation of California, or its successors or assigns as lessee under the Site Lease and lessor hereunder.

District means the Santa Maria Joint Union High School District.

Effective Interest Rate means the rate of interest per annum specified on Exhibit B.

Event of Default means any of the events specified in Section 7.1 (Events of Default).

Fiscal Year means the period beginning on July 1 of each year and ending on the next succeeding June 30 or any other twelve-month period hereafter selected and designated as the official fiscal year period of the District.

Funding Date means the date payment is made by the Corporation to or for the account of the District under the Site Lease.

Hazardous Substance means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Leased Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

Insurance Consultant means any independent person having experience in consulting on the insurance requirements of governmental entities of the general size and character of the District, selected by the District.

Leased Property means the real property described in Exhibit A attached to this Lease/Purchase Agreement together with all present and future improvements located thereon and furniture installed or located therein.

Lease/Purchase Agreement means this Lease/Purchase Agreement by and between the Corporation and the District, dated July 1, 2012, wherein the Corporation leases the Leased Property to the District, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof.

Lender means Capital One Public Funding, LLC or its successors or assigns as assignee of the Corporation under the Assignment Agreement.

Net Proceeds means the amount remaining from the gross proceeds of any insurance claim or condemnation award made in connection with the Leased Property, after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Payment Date means December 1 and June 1 in each year, commencing December 1, 2012.

Person means a corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Rental Payments means the Rental Payments payable by the District pursuant to the provisions of the Lease/Purchase Agreement.

Site Lease means the Site Lease by and between the District and the Corporation, dated July 1, 2012, wherein the District leases the Leased Property to the Corporation, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof and thereof.

Statement, Certificate, Request, Requisition, and Order of the District mean, respectively, a written statement, certificate, request, requisition, or order signed in the name of the District by the Superintendent or the Assistant Superintendent, Business Services of the District, their designees, or any other person authorized by the District to execute such instruments. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Tax Certificate means the tax certificate delivered by the District at the time of the execution and delivery of this Lease/Purchase Agreement, as the same may be further amended or supplemented in accordance with its terms.

Section 1.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to:

District: Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455
Attention: Superintendent

Corporation: Public Property Financing Corporation of California
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Attention: Secretary/Treasurer

Lender: Capital One Public Funding, LLC
275 Broadhollow Road
Melville, NY 11747

The District, the Corporation, and the Lender may, by notice given hereunder, designate any further or different address to which subsequent notices shall be sent.

Section 1.3. Successors and Assigns. Whenever in this Lease/Purchase Agreement either the District, the Corporation, or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Lease/Purchase Agreement contained by, on behalf of, or for the benefit of the District, the

Corporation, or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 1.4. Benefits of Agreement. Nothing in this Lease/Purchase Agreement expressed or implied is intended or shall be construed to give to any person other than the District and the Corporation any legal or equitable right, remedy, or claim under or in respect of this Lease/Purchase Agreement or any covenant, condition, or provision therein or herein contained; and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Corporation, and the Lender as the Corporation's assignee.

Section 1.5. Amendments. This Lease/Purchase Agreement may be altered, amended, or modified in writing as may be mutually agreed by the Corporation and the District, subject to the prior written approval of the Lender.

Section 1.6. Effect of Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Lease/Purchase Agreement.

Section 1.7. Validity and Severability. If any one or more of the provisions contained in this Lease/Purchase Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Lease/Purchase Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease/Purchase Agreement, and this Lease/Purchase Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The District and the Corporation hereby declare that they would have adopted this Lease/Purchase Agreement and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Lease/Purchase Agreement may be held illegal, invalid, or unenforceable.

If for any reason it is held that any of the covenants and conditions of the District hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Lease/Purchase Agreement is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the District annually in consideration of the right of the District to possess, occupy, and use the Leased Property, and all of the rental and other terms, provisions, and conditions of this Lease/Purchase Agreement, except to the extent that such terms, provisions, and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 1.8. Governing Law. This Lease/Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 1.9. Execution in Counterparts. This Lease/Purchase Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE 2
REPRESENTATIONS OF CORPORATION AND DISTRICT

Section 2.1. Representations of Corporation. The Corporation represents and covenants for the benefit of the District and its assignees as follows:

(A) Valid Existence. The Corporation has been duly organized and is validly existing as a nonprofit public benefit corporation under the laws of the State of California.

(B) Power to Enter into Agreements. The Corporation is authorized under the terms of its articles of incorporation to enter into the Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement and perform all of its obligations thereunder and hereunder.

(C) Due Authorization. The Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement have been duly authorized by all necessary action on the part of the Corporation.

(D) Enforceability of Agreements. The Corporation represents, covenants, and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement (except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and by the application of equitable principles).

Section 2.2. Representations of District. The District hereby represents to the Corporation as follows:

(A) Valid Existence. The District has been duly organized and is validly existing as a school district under the laws of the State of California.

(B) Power to Enter into Agreements. The District is authorized under the California Education Code to enter into the Site Lease and this Lease/Purchase Agreement and perform all of its obligations thereunder and hereunder.

(C) Due Authorization. The Site Lease and this Lease/Purchase Agreement have been duly authorized by all necessary action on the part of the District.

(D) Enforceability of Agreements. The District represents, covenants, and warrants that the Site Lease and this Lease/Purchase Agreement are valid and binding obligations of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles.

(E) No Violation of Law or Breach of Contract. The execution and delivery of the Site Lease and this Lease/Purchase Agreement and compliance with the provisions thereof and hereof will not (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of the District under any court order or administrative decree to which the District is subject, or (iii) breach, or result in a default under, any loan agreement, note, resolution, indenture, contract, agreement, or other instrument to which the District is a party or is otherwise subject or bound.

(F) No Adverse Litigation. No litigation is pending before any court or administrative agency or, to the knowledge of the District, threatened against the District (i) regarding the Leased Property or the District's use of the Leased Property for the purposes contemplated by the Site Lease or the Lease/Purchase Agreement or (ii) that will materially adversely affect the ability of the District to perform its obligations under the Site Lease and this Lease/Purchase Agreement.

(G) No Defaults. The District has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease/Purchase Agreement, or under any of its bonds, notes, or other debt obligations.

(H) Fee Title; Encumbrances. The District is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the District's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held. The Site Lease and this Lease/Purchase Agreement are the only leases that encumber the Leased Property.

(I) Use of the Leased Property. During the term of this Lease/Purchase Agreement, the Leased Property will be used by the District only for the purpose of performing one or more governmental or proprietary functions of the District consistent with the permissible scope of the District's authority.

(J) Current Compliance. The District is in all material respects in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to the Leased Property.

(K) Hazardous Substances. To the best of the District's knowledge, the Leased Property is free of all Hazardous Substances.

(L) Flooding Risk. To the best of the District's knowledge, the Leased Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(M) Value of Leased Property. The insured value of the Leased Property is at least \$8,000,000.

(N) Financial Condition. The financial statements of the District for the year ended June 30, 2011, supplied to the Lender (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the District's financial

condition as of the date of the statements. There has been no material adverse change in the District's financial condition subsequent to June 30, 2011.

(O) Education Code Section 17150.1 Notification. On April 16, 2012, which was at least 30 days before the District governing board approved the execution and delivery of this Lease/Purchase Agreement on June 20, 2012, the District notified the Santa Barbara County Superintendent of Schools and the Santa Barbara County Auditor-Controller. Delivered along with the notices were a preliminary repayment schedule for this Lease/Purchase Agreement, evidence of the ability of the District to repay this Lease/Purchase Agreement, and a preliminary summary of the related costs of issuance, which information was also provided to the governing board and the public.

(P) No Qualified or Negative Certification. The District has not filed a qualified or negative certification (nor has the county superintendent of schools classified the District's certification as qualified or negative) pursuant to Education Code section 42131 in the current or immediately preceding fiscal year.

(Q) Role of the Lender. The District acknowledges that: (a) the Lender is acting solely as assignee of the Corporation's interests in the Lease/Purchase Agreement for its own account and not as a fiduciary for the District or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor; (b) the Lender has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the District with respect to its purchase of the Corporation's interests in the Lease/Purchase Agreement; and (c) the District has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not the Lender) to the extent that the District desired to obtain such advice.

ARTICLE 3 LEASE OF LEASED PROPERTY

Section 3.1. Lease of Leased Property. The Corporation hereby demises and leases to the District, and the District hereby rents and hires from the Corporation, the Leased Property in accordance with the provisions of this Lease/Purchase Agreement, to have and to hold for the term of this Lease/Purchase Agreement.

Section 3.2. No Merger of Estates. The leasing by the Corporation to the District of the Leased Property pursuant to this Lease/Purchase Agreement shall not effect or result in a merger of the District's leasehold estate pursuant hereto and its fee estate. The Corporation shall continue to have and hold a leasehold estate in the Leased Property pursuant to the Site Lease throughout the term thereof and the term of this Lease/Purchase Agreement. As to the Leased Property, this Lease/Purchase Agreement shall be deemed and constitute a sublease.

Section 3.3. Lease Term; Occupancy. (A) Term. The term of this Lease/Purchase Agreement shall commence on the Funding Date and shall end on June 1, 2024, unless such term is extended or sooner terminated as hereinafter provided. If on June 1, 2024, the rental payable

hereunder shall have been abated at any time and for any reason and not otherwise paid from rental abatement insurance or other sources, or the District shall have defaulted in its payment of rental hereunder or any Event of Default has occurred and continues without cure by the District, then the term of this Lease/Purchase Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, but not to exceed ten (10) years. When the aggregate rental paid under this Lease/Purchase Agreement equals the total rental originally scheduled herein, and the District has paid and performed in full all of its other obligations under this Lease/Purchase Agreement, the term of this Lease/Purchase Agreement shall end ten (10) days thereafter or ten (10) days after written notice by the District to the Corporation, whichever is earlier.

(B) Occupancy. The District will take possession of the Leased Property upon commencement of the term of this Lease/Purchase Agreement.

Section 3.4. Modifications to the Leased Property. Subject to Section 5.5 (Liens) hereof, the District shall, at its own expense, have the right to remodel, make alterations or improvements to, or attach fixtures, structures, or signs to the Leased Property if the alterations, improvements, fixtures, structures, or signs are necessary or beneficial for the use of the Leased Property by the District, provided, however, that such actions by the District shall not materially adversely affect the value of the Leased Property.

Section 3.5. Title to the Leased Property. Upon the termination or expiration of the term of this Lease/Purchase Agreement, title to the Leased Property shall vest in the District.

Section 3.6. Actions in the Event of Uninsured Casualty. (A) Substitution of Property. If the Leased Property is damaged or destroyed owing to a risk (such as earthquake) against which the District is not insured and for which rental abatement insurance is not available, the District shall substitute under the Site Lease and this Lease/Purchase Agreement one or more parcels of unimpaired and unencumbered real property the insured value of which is at least one hundred ten percent (110%) of the unpaid principal components of the Rental Payments, if any such property is available for substitution.

(B) Refinancing. If the District is unable to substitute real property for the Leased Property in the amount required under subsection A above, the District shall use its best efforts to prepay principal components of the Rental Payments such that the insured value of the undamaged Leased Property is at least one hundred ten percent (110%) of the remaining unpaid principal components of the Rental Payments.

(C) Subordination. If the District is unable to implement either (A) or (B) above, the District and the Corporation hereby agree that the obligations evidenced by this Lease/Purchase Agreement shall be the senior encumbrance on the Leased Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease/Purchase Agreement and there shall be no payments during the Lease Term on the obligations evidenced or secured thereby until all of the scheduled Rental Payments set forth on Exhibit B hereto have been paid in full.

ARTICLE 4
RENTAL PAYMENTS

Section 4.1. Rental Payments. The District agrees to pay to the Corporation, its successor or assigns, as rental for the use of the Leased Property (subject to the provisions of Section 4.6 (Abatement of Rental) hereof) the following amounts, at the following times, in the manner hereinafter set forth:

(A) Amount and Timing. The District shall pay rental payments, comprising principal and interest components, in installments of the amounts and at the times set forth in the Schedule of Rental Payments attached as Exhibit B hereto. The interest components of the Rental Payments shall be paid by the District as and constitute interest paid on the principal components of the Rental Payments.

(B) Extension of Lease Term. If the term of this Lease/Purchase Agreement shall have been extended pursuant to Section 3.3 (Lease Term; Occupancy) hereof because of an abatement of rental, Rental Payments shall continue to be due as described herein. Rental Payment installments shall continue to be payable in installments on December 1 and June 1 in each year, continuing to and including the date of termination of this Lease/Purchase Agreement. Upon such extension of this Lease/Purchase Agreement, the principal and interest components of the Rental Payments shall be established so that the principal components will, in the aggregate, be sufficient to pay all unpaid principal components and the interest components will be sufficient to pay all unpaid interest components plus interest on the extended principal components at the Effective Interest Rate, computed on the basis of a 360-day year composed of twelve 30-day months.

(C) Rental Period. Each payment of Rental Payments shall be for the use of the Leased Property for the six-month period ending on the Payment Date.

(D) Medium and Place of Payment. Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Lender, as assignee of the Corporation.

(E) Rate on Overdue Payments. Any Rental Payment installment that is not paid when due shall bear interest at the rate of twelve percent (12%), or such lesser rate allowed by law, from the date the installment was due hereunder until the same shall be paid.

Section 4.2. Allocation of Rental Payments. All Rental Payments received shall be applied first to the interest components of the Rental Payments due hereunder, then to the principal components of the Rental Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

Section 4.3. No Offsets. Notwithstanding any dispute between the Corporation and the District, the District shall make all Rental Payments when due without deduction or offset of any kind and shall not withhold any Rental Payments pending the final resolution of such dispute. If it is determined that the District was not liable for the Rental Payments or any portion thereof, the payments or excess payments, as the case may be, shall, at the option of the District, be credited against subsequent Rental Payments due hereunder or be refunded at the time of such determination.

Section 4.4. Net Lease. This Lease/Purchase Agreement shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Rental Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges, or setoffs whatsoever.

Section 4.5. Covenant to Budget and Appropriate. The District covenants and agrees to take such action as may be necessary to include all Rental Payments due hereunder in its annual budgets and to make the necessary annual appropriations for all such Rental Payments. Annually within thirty (30) days of the adoption of the budget, the District will furnish to the Lender a Certificate of the District certifying that such budget contains the necessary appropriation for all Rental Payments. If requested in writing by the Lender, the District will furnish a copy of such budget.

The agreements and covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the agreements and covenants in this Lease/Purchase Agreement agreed to be carried out and performed by the District.

Section 4.6. Abatement of Rental. Rental Payments shall be abated proportionately during any period in which, by reason of damage to, destruction of, taking under the power of eminent domain (or sale to any entity threatening the use of such power) of, or title defect with respect to any portion of the Leased Property, there is substantial interference with the use and possession of the Leased Property or a portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portion of the Leased Property not so interfered with. Such abatement shall commence with the date of such interference and shall end only with cure thereof.

Section 4.7. No Termination Upon Damage or Destruction. The District waives the benefits of Civil Code Sections 1932, subd. 2, and 1933, subd. 4, and any and all other rights to terminate this Lease/Purchase Agreement by virtue of any damage to or destruction of the Leased Property.

Section 4.8. Contributions/Advances. Nothing contained in this Lease/Purchase Agreement shall prevent the District from making contributions or advances to the Corporation from time to time for any purpose now or hereafter authorized by law, including the making of

repairs to, or the restoration of, the Leased Property in the event of damage to or the destruction of the Leased Property.

Section 4.9. Prepayment. On any Payment Date on or after June 1, 2017, the District may prepay its obligations hereunder in whole by paying to the Lender the Rental Payment due on such date together with an amount equal to a percentage of the unpaid principal components of the Rental Payments, plus the amount of any interest components of the Rental Payments that were abated and that have not been otherwise paid from rental abatement insurance or other sources or paid during an extension of the lease term, if any, as follows:

<u>Prepayment Dates</u>	<u>Prepayment Price</u>
June 1, 2017, and thereafter	102%

The District shall, at least thirty 30 days prior to such prepayment, notify the Lender of its intention to prepay its obligations hereunder. The District agrees that, if, following such prepayment, the Leased Property is damaged or destroyed or taken by eminent domain, it is not entitled to, and by such prepayment waives the right of, abatement of such prepaid Rental Payments and shall not be entitled to any reimbursement of such Rental Payments. Upon such prepayment, and satisfaction of all other obligations of the Board hereunder, the term of this Facility Lease shall terminate.

ARTICLE 5 COVENANTS

Section 5.1. Quiet Enjoyment. The Corporation hereby covenants to provide the District during the term of this Lease/Purchase Agreement with quiet use and enjoyment of the Leased Property and the District shall during the term of this Lease/Purchase Agreement peaceably and quietly have, hold, and enjoy the Leased Property without suit, trouble, or hindrance from the Corporation, so long as the District observes and performs its covenants and agreements and is not in default hereunder.

Section 5.2. Right of Entry. Upon reasonable notice and in accordance with District policies regarding entry into school sites, the Corporation and its assignees shall have the right (but not the duty) to enter the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Corporation's or the District's rights or obligations under this Lease/Purchase Agreement, and (c) for all other lawful purposes.

Section 5.3. Maintenance of the Leased Property by District. The District agrees that, at all times during the term of this Lease/Purchase Agreement, the District will, at the District's own cost and expense, maintain, preserve, and keep the Leased Property and every portion thereof in good repair, working order, and condition and that the District will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals.

Section 5.4. Taxes and Other Governmental Charges; Utility Charges; Contest of Charges. (A) Taxes and Other Governmental Charges on the Leased Property. The parties to

this Lease/Purchase Agreement contemplate that the Leased Property will be used for governmental purposes of the District and, therefore, that the Leased Property will be exempt from all taxes presently assessed and levied with respect to property. In the event that the use, possession, or acquisition by the District, the Corporation, or the Lender of the Leased Property, or the assignment of the Corporation's interests therein to the Lender, is found to be subject to taxation in any form, the District will pay during the term of this Lease/Purchase Agreement, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property, and any equipment or other property acquired by the District in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Leased Property; provided that, with respect to any governmental charges or taxes that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are accrued during such time as this Lease/Purchase Agreement is in effect.

(B) Utility Charges. The District shall pay or cause to be paid all gas, water, steam, electricity, heat, power, air conditioning, telephone, utility, and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Leased Property.

(C) Contest of Charges. The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, or other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lender shall notify the District that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Lender in the Leased Property will be materially endangered or the Leased Property, or any part thereof, will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments, or charges or provide the Lender with full security against any loss that may result from nonpayment, in form satisfactory to the Lender.

Section 5.5. Liens. If the District shall at any time during the term of this Lease/Purchase Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Leased Property, the District shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or for the District in, upon or about the Leased Property and shall keep the Leased Property free of any and all mechanics' or materialmen's liens or other liens against the Leased Property or the Corporation's interest therein. In the event any such lien attaches to or is filed against the Leased Property or the Corporation's interest therein, the District shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the District desires to contest any such lien it may do so in good faith. If any such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and the stay thereafter expires, the District shall forthwith pay (or cause to be paid) and discharge such judgment. The District agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Corporation, the Lender, their directors, agents, successors and assigns, harmless from and against, and defend each of them against, any claim, demand, loss, damage, liability or

expense (including attorney's fees) as a result of any such lien or claim of lien against the Leased Property or the Corporation's interest therein.

Section 5.6. Environmental Covenants. (A) Compliance with Laws; No Hazardous Substances. The District will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property. The District shall indemnify and hold the Corporation and the Lender harmless from any liabilities, damages, or expenses incurred in connection with a violation by the District of this Section 5.6(A) Compliance with Laws; No Hazardous Substances.

(B) Remediation. The District shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances on, from, or affecting the Leased Property, in accordance with all Applicable Environmental Laws and (b) in accordance with the orders and directives of all Federal, State and local governmental authorities.

(C) Notification of the Lender. The District will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Lender, and the District will notify the Lender in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Lender.

(D) Access for Inspection. The District will permit the Lender, its agents, or any experts designated by the Lender to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Lender has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.7. Assignment and Subleasing by District. Neither this Lease/Purchase Agreement nor any interest of the District hereunder shall be mortgaged, pledged, assigned, sublet, or transferred by the District by voluntary act or by operation of law or otherwise, except with the prior written consent of the Lender, which, in the case of subletting, shall not be unreasonably withheld; provided such subletting shall not affect the tax-exempt status of the interest components of the Rental Payments payable by the District hereunder. No such mortgage, pledge, assignment, sublease, or transfer shall in any event affect or reduce the obligation of the District to make the Rental Payments required hereunder.

Notwithstanding the foregoing, the District may allow occasional use of the Leased Property by civic groups pursuant to the provisions of the Civic Center Act (California Education Code sections 38130 and following) and by State and local agencies for their governmental purposes pursuant to joint use agreements and similar arrangements.

Section 5.8. District Consent to Assignments. Certain of the Corporation's rights under the Site Lease and this Lease/Purchase Agreement, including the right to receive and enforce payment of the Rental Payments, are being assigned to the Lender pursuant to the Assignment Agreement. The District hereby consents to such assignment and to any additional assignment of such rights by the Lender or its assignees. The District agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, that may be reasonably requested by the Lender or its assignees to protect their interests in the Leased Property and in this Lease/Purchase Agreement.

Section 5.9. Corporation's Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE LEASED PROPERTY, OR WARRANTY WITH RESPECT THERETO. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION HAS NOT CONSTRUCTED THE LEASED PROPERTY AND IS NOT A REAL ESTATE BROKER, THAT THE DISTRICT LEASES THE LEASED PROPERTY AS-IS, ITS BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. In no event shall the Corporation or the Lender be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Lease/Purchase Agreement or the existence, furnishing, functioning, or the District's use of the Leased Property or any item or products or services provided for in this Lease/Purchase Agreement.

Section 5.10. Corporation and Lender Not Liable; Indemnification of the Corporation and the Lender. The Corporation and the Lender and their directors, officers, agents, and employees shall not be liable to the District or to any other party whomsoever for any death, injury, or damage that may result to any person or property by or from any cause whatsoever in, on or about the Leased Property.

The District shall to the full extent then permitted by law, indemnify, protect, hold harmless, save, and keep harmless the Corporation and its assignees (including the Lender) and their directors, officers, and employees from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Lease/Purchase Agreement or any other agreement entered into in connection herewith or therewith, the design or ownership of the Leased Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any part of the Leased Property, or any accident in connection with the operation, use, condition, possession, storage, or return of any item of the Leased Property resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the District or the Corporation; any claim for patent, trademark, or copyright infringement; and any claim arising out of strict liability in tort. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease/Purchase Agreement or the termination of the term of this Lease/Purchase Agreement for any reason. The

District and the Corporation mutually agree to promptly give notice to each other and the Lender of any claim or liability hereby indemnified against following either's learning thereof.

Section 5.11. Federal Income Tax Covenants. The District shall at all times do and perform all acts and things permitted by law and this Lease/Purchase Agreement that are necessary and desirable in order to assure that the interest component of the Rental Payments will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the District agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the District's obligations hereunder.

Section 5.12. Further Assurances. The District and the Corporation agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of this Lease/Purchase Agreement.

Section 5.13. Financial Statements. During the term of this Lease/Purchase Agreement, the District shall, at the request of the Lender, furnish or cause to be furnished to the Lender, at the District's expense, (i) the audited financial statements of the District within six (6) months of the end of the Fiscal Year, or as soon as practicable thereafter, and (ii) any interim or unaudited financial statements that may be reasonably requested by the Lender as soon as available. Any audited financial statements furnished to the Lender shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the District's financial condition as of the date of the statements.

ARTICLE 6 INSURANCE; EMINENT DOMAIN

Section 6.1. Insurance Coverage. At its own expense, the District shall maintain (i) casualty insurance insuring the Leased Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State of California and any other risks reasonably required by the Lender in an amount equal to 100% of the replacement cost without deduction for depreciation; (ii) liability insurance that protects the Lender from liability in all events in a reasonable amount satisfactory to the Lender; (iii) rental abatement insurance in an amount equal to at least two years' Rental Payments; and (iv) workers' compensation insurance covering all employees working on, in, near or about the Leased Property.

Section 6.2. Alternative Risk Management. The District may provide the insurance required by Section 6.1 through (1) a self-insurance method or plan of protection, but only with the Lender's prior written consent, (2) a program involving captive insurance companies, (3) participation in state or federal insurance programs, (4) participation with other public agencies in mutual or other cooperative insurance or other risk management programs, including those made available through joint exercise of powers agencies, or (5) establishment or

participation in other alternative risk management programs; provided that the District may not self-insure against the risk of rental abatement.

Section 6.3. General Provisions. All such insurance shall be with insurers that are authorized to issue such insurance in the State of California, (other than the workers' compensation insurance) shall name the Lender as an additional insured, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially and adversely to the interest of the Lender without first giving written notice thereof to the Lender at least ten (10) days in advance of such modification or cancellation. Such changes shall not become effective without the Lender's prior consent, which consent shall not be unreasonably withheld. The District shall, at the Lender's request, furnish to the Lender certificates evidencing such coverage.

All such casualty insurance shall contain a provision making any losses payable to the Lender and the District as their respective interests may appear. All insurance proceeds from rental abatement insurance shall be paid to the Lender or its assigns and shall be credited toward the payment of Rental Payments in the order in which the Rental Payments come due and payable.

Section 6.4. Advances. In the event the District shall fail to maintain the full insurance coverage required by this Lease/Purchase Agreement or shall fail to keep the Leased Property in good repair and operating condition, the Lender may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and the District agrees to reimburse the Lender all amounts so advanced within thirty (30) days of a written request therefor.

Section 6.5. Damage, Destruction, and Condemnation. If (a) the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, or (b) title to, or the temporary use of, the Leased Property or any part thereof is taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the District and the Corporation shall cause the proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, reconstruction, or replacement of the Leased Property, unless the District has exercised its right to prepay this Lease/Purchase Agreement as provided herein. Any balance of the proceeds not required for such repair, reconstruction, or replacement shall be paid to the District.

ARTICLE 7 DEFAULT AND REMEDIES

Section 7.1. Events of Default. The following events shall be Events of Default:

(A) Payment Default. Failure of the District to pay any Rental Payments payable hereunder when the same become due and payable, time being expressly declared to be of the essence of this Lease/Purchase Agreement;

(B) Breach of Covenant. Failure of the District to keep, observe, or perform any other term, covenant or condition contained herein to be kept or performed by the District for a period of thirty (30) days after notice of the same has been given to the District by the Lender;

(C) Transfer of District's Interest. Assignment or transfer of the District's interest in this Lease/Purchase Agreement or any part hereof without the written consent of the Lender, either voluntarily or by operation of law or otherwise;

(D) Bankruptcy or Insolvency. Institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the District or of all or substantially all of its assets, by or with the consent of the District, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within sixty (60) days, or agreement by the District with the District's creditors to effect a composition or extension of time to pay the District's debts, or request by the District for a reorganization or to effect a plan of reorganization, or for a readjustment of the District's debts, or a general or any assignment by the District for the benefit of the District's creditors;

(E) Abandonment of the Leased Property. Abandonment by the District of any part of the Leased Property.

Section 7.2. Remedies on Default. Upon the occurrence and during the continuance of an Event of Default, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or the following remedies granted pursuant to this Lease/Purchase Agreement:

(A) Termination of Lease. (1) Notice of Termination; Re-entry. By written notice to the District, to terminate this Lease/Purchase Agreement and to re-enter the Leased Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Leased Property and place such personal property in storage in any warehouse or other suitable place in the county in which the District is located. In the event of such termination, the District agrees to surrender immediately possession of the Leased Property, without let or hindrance, and to pay the Corporation all damages recoverable at law that the Corporation may incur by reason of default by the District, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Leased Property and removal or storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained.

(2) No Termination Except by Notice. Neither (a) notice to pay rent or to deliver up possession of the Leased Property given pursuant to law, nor (b) any entry or re-entry by the Corporation, nor (c) any proceeding brought by the Corporation to recover possession of the Leased Property, nor (d) the appointment of a receiver upon initiative of the Corporation to protect the Corporation's interests under this Lease/Purchase Agreement shall of itself operate to terminate this Lease/Purchase Agreement. No termination of this Lease/Purchase Agreement on account of default by the District shall be or become effective by operation of law or acts of the parties hereto, unless and until

the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease/Purchase Agreement. The District covenants and agrees that no surrender of the Leased Property or of the remainder of the term hereof or any termination of this Lease/Purchase Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(B) Continuation of Lease; Reletting. (1) Continuation Remedies. Without terminating this Lease/Purchase Agreement, (a) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the District, regardless of whether or not the District has abandoned the Leased Property, and/or (b) to enter, retake possession of, and re-let the Leased Property. The term "re-let" or "re-letting" as used in this Article shall include, but not be limited to, re-letting by means of the operation by the Corporation of the Leased Property.

(2) District to Remain Liable. If the Corporation does not elect to terminate this Lease/Purchase Agreement in the manner provided for in subsection (A) hereof, the District shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the District. If the Leased Property is not re-let, the District agrees to pay the full amount of the rent to the end of the term of this Lease/Purchase Agreement; if the Leased Property is re-let, the District agrees to pay any deficiency in rent that results therefrom. The District further agrees to pay the rent punctually at the same time and in the same manner as for the payment of rent hereunder (without acceleration), notwithstanding the fact that the Corporation may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified and notwithstanding any entry or re-entry by the Corporation or proceeding brought by the Corporation to recover possession of the Leased Property.

(3) Agency. Should the Corporation elect to enter or re-enter the Leased Property as herein provided, the District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to re-let the Leased Property, or any item or part thereof, from time to time, either in the Corporation's name or otherwise, upon such terms and conditions and for such use and period as the Corporation may deem advisable. The District further appoints the Corporation as its agent to remove all persons in possession of the Leased Property and all personal property whatsoever situated upon the Leased Property and to place such personal property in storage in any warehouse or other suitable place in the county in which the District is located, for the account of and at the expense of the District. The District hereby exempts and agrees to save harmless the Corporation from any costs, loss, or damage whatsoever arising out of, in connection with, or incident to any such retaking of possession and re-letting of the Leased Property and removal and storage of such property by the Corporation or its duly authorized agents in accordance herewith.

(4) Adequate Notice. The District agrees that the terms of this Lease/Purchase Agreement constitute full and sufficient notice of the right of the Corporation to re-let the Leased Property and to do all other acts to maintain or preserve the Leased Property as the

Corporation deems necessary or desirable in the event of such retaking or re-entry without effecting a surrender of this Lease/Purchase Agreement, and further agrees that no acts of the Corporation in attempting such re-letting shall constitute a surrender or termination of this Lease/Purchase Agreement, irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease/Purchase Agreement shall vest in the Corporation to be effected in the sole and exclusive manner provided for in subsection (A) hereof.

(5) Waiver of Right to Excess Rent; Agreement to Pay Costs. The District further waives the right to rental obtained by the Corporation in excess of the rental herein specified and hereby conveys and releases such excess to the Corporation as compensation to the Corporation for its services in re-letting the Leased Property or any items or part thereof. The District further agrees to pay the Corporation the cost of any alterations or repairs or additions to the Leased Property or any items or part thereof necessary to place the Leased Property or any items or part thereof in condition for re-letting immediately upon notice to the District of the completion and installation of such additions or repairs or alterations.

The District hereby waives any and all claims for damages caused or that may be caused by the Corporation in entering or re-entering and taking possession of the Leased Property as herein provided and all claims for damages that may result from the destruction of or injury to the Leased Property and all claims for damages to or loss of any property belonging to the District, or any other person, that may be in or upon the Leased Property.

Section 7.3. No Acceleration. Notwithstanding anything herein to the contrary, there shall be no right under any circumstance to accelerate the Rental Payments or otherwise declare any Rental Payments not yet due to be immediately due and payable.

Section 7.4. No Remedy Exclusive. Each and all of the remedies given to the Corporation hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Corporation to any or all other remedies. If any statute or rule of law validly shall limit the remedies given to the Corporation hereunder, the Corporation nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

Section 7.5. Corporation Defaults; District Remedies. (A) Corporation Defaults. The Corporation shall in no event be in default in the performance of any of its obligations hereunder or imposed by any statute or rule of law unless and until the Corporation shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the District to the Corporation properly specifying wherein the Corporation has failed to perform any such obligation.

(B) District Remedies. The Corporation's failure to perform any of its obligations hereunder shall not be an event permitting the nonpayment of rent by the District. The parties hereto agree that the performance of the Corporation is unique, that the remedies at law for the

Corporation's nonperformance would be inadequate, and that the District shall institute a suit for specific performance by the Corporation upon any default by the Corporation.

Section 7.6. Attorneys' Fees. If the Corporation prevails in any action brought to enforce any of the terms and provisions of this Lease/Purchase Agreement, the District agrees to pay a reasonable amount as and for attorneys' fees incurred by the Corporation in attempting to enforce any of the remedies available to the Corporation hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

Section 7.7. No Additional Waiver. Failure of the Corporation to take advantage of any default on the part of the District shall not be, or be construed as, a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this Lease/Purchase Agreement be construed to waive or to lessen the right of the Corporation to insist upon performance by the District of any term, covenant or condition hereof, or to exercise any rights given the Corporation on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance of rent hereunder shall not be, nor be construed to be, a waiver of any term, covenant or condition of this Lease/Purchase Agreement.

Section 7.8. Application of Amounts Collected. All amounts collected by the Corporation under this Article shall be credited towards the Rental Payments in order of Payment Dates.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation has executed this Lease/Purchase Agreement in its name and the District has caused this Lease/Purchase Agreement to be executed in its name by its duly authorized officer, all as of the date first above written.

**PUBLIC PROPERTY FINANCING CORPORATION
OF CALIFORNIA, Lessor**

By: _____
Authorized Officer

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT, Lessee

By: Yolanda Ortiz
Authorized Officer

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Barbara

On June 28, 2012 before me, Linda L. Berard, Notary Public
(Here insert name and title of the officer)

personally appeared Yolanda Ortiz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Linda L. Berard
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Lease Purchase Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 6/28/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Assistant Superintendent
(Title) Business
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

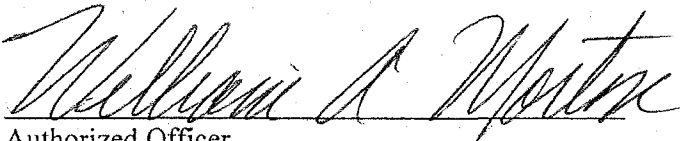
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

IN WITNESS WHEREOF, the Corporation has executed this Lease/Purchase Agreement in its name and the District has caused this Lease/Purchase Agreement to be executed in its name by its duly authorized officer, all as of the date first above written.

**PUBLIC PROPERTY FINANCING CORPORATION
OF CALIFORNIA, Lessor**

By: 
Authorized Officer

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT, Lessee

By: _____
Authorized Officer

State of California)

County of Los Angeles)

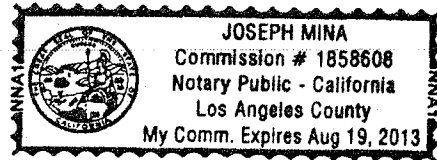
On June 27, 2012 before me, Joseph Mina, notary public, personally appeared William A. Morton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joseph Mina



(Seal)

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL 1:

THE WESTERLY 269.5 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 34 WEST, S. B. B. & M., IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND, ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT MONUMENT NO. 5294, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 25 AT PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SET AT THE SOUTHWEST CORNER OF "PARCEL 3" AS SHOWN ON SAID MAP; THENCE NORTH 0° 01' EAST, 648.15 FEET; THENCE SOUTH 89° 47' 02" EAST, 657.685 FEET; THENCE SOUTH 0° 08' 57" WEST, 647.42 FEET TO MONUMENT NO. 5293 AS SHOWN ON SAID MAP; THENCE NORTH 89° 50' 51" WEST, 656.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ½ OF ALL OIL AND MINERAL RIGHTS IN SAID LANDS INCLUDING BUT NOT LIMITING THE FOREGOING ALL MINERALS, GAS, OIL, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, IN THE DEED RECORDED NOVEMBER 9, 1937 IN BOOK 417, PAGE 279 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE LINES OF THE ORCUTT-GAREY ROAD.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 13, 1964 AS INSTRUMENT NO. 29733 IN BOOK 2059, PAGE 923 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ALL OF THE USES AND PURPOSES OF A PUBLIC STREET OR HIGHWAY TO BE USED IN COMMON WITH GRANTORS, THEIR HEIRS AND ASSIGNS, AND OTHER PERSONS LEGALLY ENTITLED THERETO, OVER, UPON AND THROUGH THE EASTERLY 30 FEET OF THE WESTERLY 299.5 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 34 WEST, S. B. B. & M., IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND, ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT MONUMENT NO. 5294, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 25 AT PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SET AT THE SOUTHWEST CORNER OF "PARCEL 3" AS SHOWN ON SAID MAP; THENCE NORTH 0° 01' EAST, 648.15 FEET; THENCE SOUTH 89° 47' 02" EAST, 657.685 FEET; THENCE SOUTH 0° 08' 57" WEST, 647.42 FEET TO MONUMENT NO. 5293 AS SHOWN ON SAID MAP; THENCE NORTH 89° 50' 51" WEST, 656.19 FEET TO THE POINT OF BEGINNING.

APN: 103-080-49

The property is commonly known as the Delta High School, Santa Maria, California.

EXHIBIT B
SCHEDULE OF RENTAL PAYMENTS

<u>Due Date</u>	<u>Amount Attributable to Principal</u>	<u>Amount Attributable to Interest</u>	<u>Total Rental Payment</u>
12/1/2012	66,282.85	61,188.83	127,471.67
6/1/2013	62,205.16	73,341.74	135,546.90
12/1/2013	220,721.26	72,330.91	293,052.17
6/1/2014	224,307.98	68,744.19	293,052.17
12/1/2014	143,452.98	65,099.19	208,552.17
6/1/2015	145,784.09	62,768.08	208,552.17
12/1/2015	155,653.09	60,399.08	216,052.17
6/1/2016	158,182.45	57,869.72	216,052.17
12/1/2016	167,752.91	55,299.26	223,052.17
6/1/2017	170,478.90	52,573.27	223,052.17
12/1/2017	182,749.18	49,802.99	232,552.17
6/1/2018	185,718.85	46,833.31	232,552.17
12/1/2018	195,236.79	43,815.38	239,052.17
6/1/2019	198,409.38	40,642.79	239,052.17
12/1/2019	205,133.54	37,418.63	242,552.17
6/1/2020	208,466.96	34,085.21	242,552.17
12/1/2020	220,354.54	30,697.63	251,052.17
6/1/2021	223,935.31	27,116.86	251,052.17
12/1/2021	237,574.25	23,477.92	261,052.17
6/1/2022	241,434.84	19,617.33	261,052.17
12/1/2022	252,858.15	15,694.02	268,552.17
6/1/2023	256,967.10	11,585.07	268,552.17
12/1/2023	226,142.81	7,409.36	233,552.17
6/1/2024	229,817.63	3,734.54	233,552.17

Effective Interest Rate: 3.25%

TAB 3

2012-47940

RECORDING REQUESTED BY:

Kronick, Moskovitz, Tiedemann & Girard
for the benefit of the Santa Maria Joint Union High School District

AND WHEN RECORDED RETURN TO:

Kronick, Moskovitz, Tiedemann & Girard
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, California 95814
Attn: Jacqueline Peppard, Paralegal

ASSIGNMENT AGREEMENT

between the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

and

CAPITAL ONE PUBLIC FUNDING, LLC

Dated July 1, 2012

This document is recorded for the benefit of the Santa Maria Joint Union High School District and recording is exempt from recording fees pursuant to California Government Code section 27383. This transaction is exempt from California documentary transfer tax pursuant to Section 11921 of the California Revenue and Taxation Code.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated July 1, 2012 (the "Assignment Agreement"), made by the Public Property Financing Corporation of California, a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California (the "Corporation"), and accepted by Capital One Public Funding, LLC (the "Lender");

WITNESSETH:

WHEREAS, the Corporation and the Santa Maria Joint Union High School District (the "District") have executed and entered into a Lease/Purchase Agreement (the "Lease/Purchase Agreement") dated the date hereof and recorded with the Santa Barbara County Recorder concurrently herewith, whereby the Corporation has agreed to lease to the District the real property described on Exhibit A hereto (the "Leased Property");

WHEREAS, under and pursuant to the Lease/Purchase Agreement, the District is obligated to make Rental Payments, as defined therein, to the Corporation for the lease of the Leased Property;

WHEREAS, the Corporation desires to assign without recourse all of its rights to receive the Rental Payments scheduled to be paid by the District under and pursuant to the Lease/Purchase Agreement to the Lender;

WHEREAS, in consideration of such assignment, the Lender has agreed to deliver \$4,579,621 to the District in satisfaction of the Corporation's obligation under the Site Lease dated the date hereof, between the Corporation and the District (the "Site Lease"), to make a payment for the account of the District; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law and the parties hereto are now duly authorized to execute and enter into the Assignment Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment. The Corporation hereby transfers, assigns and sets over to the Lender, irrevocably and absolutely, without recourse, all of the Corporation's rights under the Site Lease and the Lease/Purchase Agreement (hereinafter, collectively, the "Assigned Property"), including, in particular:

(1) the right to receive and collect all of the Rental Payments from the District under the Lease/Purchase Agreement;

(2) the right to take all actions and give all consents under the Site Lease and the Lease/Purchase Agreement; and

(3) the right to exercise such rights and remedies conferred on the Corporation pursuant to the Site Lease and the Lease/Purchase Agreement as may be necessary or convenient (i) to enforce payment of the Rental Payments, or (ii) otherwise to protect the interests of the Lender (as assignee of the Corporation) in the event of default by the District under the Lease/Purchase Agreement.

Section 2. Acceptance. The Lender hereby accepts the foregoing assignment. The above assignment is intended to be an absolute and unconditional assignment to the Lender and is not intended as a loan by the Lender to the Corporation. Accordingly, in the event of bankruptcy of the Corporation, the Assigned Property shall not be part of the Corporation's estate. However, if the above assignment is deemed to be a loan by the Lender to the Corporation, then the Corporation shall be deemed to have granted to the Lender, and hereby grants to the Lender, a continuing first priority security interest in the Assigned Property and all proceeds thereof as collateral security for all obligations of the Corporation hereunder and all obligations of the District under the Lease/Purchase Agreement and this Assignment Agreement shall be deemed a security agreement with respect to such loan.

Section 3. Representations. The Corporation represents and warrants to the Lender that:

(A) Enforceability of Assignment Agreement. The Corporation has the power, authority, and legal right to execute, deliver and perform this Assignment Agreement and this Assignment Agreement is a valid, binding, and enforceable obligation of the Corporation, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles; and

(B) Marketable Title. Good and marketable title to the Assigned Property has been duly vested in the Lender free and clear of any liens, security interests, encumbrances or other claims other than the rights of the District under the Lease/Purchase Agreement, and the Corporation has not assigned or transferred any of the Assigned Property or any interest in the Assigned Property to any party other than the Lender.

Section 4. Covenants. (A) Nonimpairment of Lease/Purchase Agreement. The Corporation agrees that it (1) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of the Lease/Purchase Agreement, and (2) shall not take any action that may impair the payment of Rental Payments or the validity or enforceability of the Lease/Purchase Agreement.

(B) Rental Payments. If the Corporation receives any Rental Payments, then the Corporation shall receive such payments in trust for the Lender and shall immediately deliver the same to the Lender in the form received, duly endorsed by the Corporation for deposit by the Lender.

(C) Further Assurances. The Corporation shall execute and deliver to the Lender such documents, in form and substance reasonably satisfactory to the Lender, and the Corporation shall take such other actions, as the Lender may reasonably request from time to time to evidence, perfect, maintain, and enforce the Lender's rights in the Assigned Property and/or to enforce or exercise the Lender's rights or remedies under the Lease/Purchase Agreement.

Section 5. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Assignment Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Assignment Agreement shall be affected thereby, and each provision of this Assignment Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 6. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute but one and the same instrument.

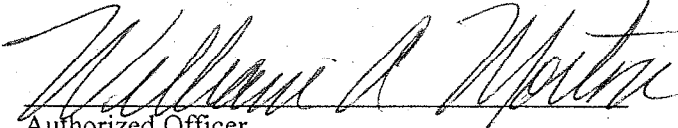
Section 7. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings specified in the Lease/Purchase Agreement.

Section 8. Applicable Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

**PUBLIC PROPERTY FINANCING CORPORATION
OF CALIFORNIA**

By: 
Authorized Officer

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____
Authorized Officer

State of California)

County of Los Angeles)

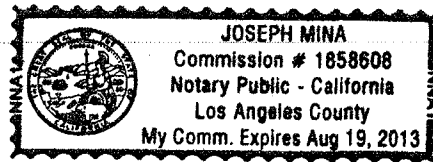
On June 27, 2012 before me, Joseph Mina, notary public, personally appeared William A. Morton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joseph Mina



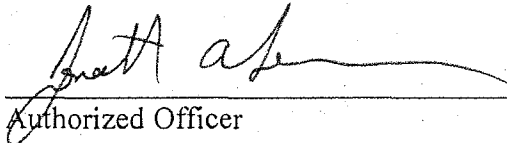
(Seal)

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

**PUBLIC PROPERTY FINANCING CORPORATION
OF CALIFORNIA**

By: _____
Authorized Officer

CAPITAL ONE PUBLIC FUNDING, LLC

By:  _____
Authorized Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.
COUNTY OF SUFFOLK)

On this 5th day of July 2012, before me, the undersigned, a Notary Public, appeared **Jonathan Lewis**, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of **Capital One Public Funding, LLC**, a New York limited liability company organized and existing under the laws of the State of New York, and that said Assignment Agreement was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said Assignment Agreement to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(Seal) EDINA S. FIELDS
Notary Public, State of New York
No. 01F16102685
Qualified in Kings County Nassau
Commission Expires 12/08/2007 2015

Edina S. Fields
Printed Name: Edina S. Fields
Notary Public in and for said State
Commissioned in Nassau County

My commission expires: 12/8/2015

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL 1:

THE WESTERLY 269.5 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 34 WEST, S. B. B. & M., IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND, ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT MONUMENT NO. 5294, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 25 AT PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SET AT THE SOUTHWEST CORNER OF "PARCEL 3" AS SHOWN ON SAID MAP; THENCE NORTH 0° 01' EAST, 648.15 FEET; THENCE SOUTH 89° 47' 02" EAST, 657.685 FEET; THENCE SOUTH 0° 08' 57" WEST, 647.42 FEET TO MONUMENT NO. 5293 AS SHOWN ON SAID MAP; THENCE NORTH 89° 50' 51" WEST, 656.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ½ OF ALL OIL AND MINERAL RIGHTS IN SAID LANDS INCLUDING BUT NOT LIMITING THE FOREGOING ALL MINERALS, GAS, OIL, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, IN THE DEED RECORDED NOVEMBER 9, 1937 IN BOOK 417, PAGE 279 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE LINES OF THE ORCUTT-GAREY ROAD.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 13, 1964 AS INSTRUMENT NO. 29733 IN BOOK 2059, PAGE 923 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ALL OF THE USES AND PURPOSES OF A PUBLIC STREET OR HIGHWAY TO BE USED IN COMMON WITH GRANTORS, THEIR HEIRS AND ASSIGNS, AND OTHER PERSONS LEGALLY ENTITLED THERETO, OVER, UPON AND THROUGH THE EASTERLY 30 FEET OF THE WESTERLY 299.5 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 34 WEST, S. B. B. & M., IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND, ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT MONUMENT NO. 5294, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 25 AT PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SET AT THE SOUTHWEST CORNER OF "PARCEL 3" AS SHOWN ON SAID MAP; THENCE NORTH 0° 01' EAST, 648.15 FEET; THENCE SOUTH 89° 47' 02" EAST, 657.685 FEET; THENCE SOUTH 0° 08' 57" WEST, 647.42 FEET TO MONUMENT NO. 5293 AS SHOWN ON SAID MAP; THENCE NORTH 89° 50' 51" WEST, 656.19 FEET TO THE POINT OF BEGINNING.

APN: 103-080-49

The property is commonly known as the Delta High School, Santa Maria, California.

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EXHIBIT B

RECORDING REQUESTED BY:
SANTA MARIA JOINT
UNION HIGH SCHOOL DISTRICT

WHEN RECORDED RETURN TO:
Lozano Smith, LLP
One Capitol Mall, Suite 640
Sacramento, CA 95814
Attn.: Deborah Fields

Exempt from recording fees pursuant
to Government Code §27383.

Exempt from California
documentary transfer tax pursuant to
Revenue & Taxation Code §11922.

TERMINATION AGREEMENT

between the

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT,

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA,
and

CAPITAL ONE PUBLIC FUNDING, LLC

Dated as of September 1, 2024

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this “Termination Agreement”) dated as of September 1, 2024, between the SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (the “District”), PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA (the “Corporation”), and CAPITAL ONE PUBLIC FUNDING, LLC (“COPF”),

WITNESSETH:

WHEREAS, the District leased to the Corporation pursuant to the Site Lease dated July 1, 2012 (the “Site Lease”), the real property described on Exhibit A hereto (the “Site”); and the Corporation leased the Site back to the District pursuant to the Lease/Purchase Agreement dated July 1, 2012 (the “Lease/Purchase Agreement”), between the Corporation and the District;

WHEREAS, pursuant to the Assignment Agreement dated July 1, 2012 (the “Assignment Agreement”), between the Corporation and COPF, the Corporation assigned to COPF all of its right, title, and interest in and to the Site Lease and the Lease/Purchase Agreement;

WHEREAS, the District has paid all rental payments payable under the Lease/Purchase Agreement, thereby terminating the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement (collectively, the “Agreements”);

WHEREAS, the District, the Corporation, and COPF desire to evidence the termination of the Agreements, and the Corporation and COPF desire to quitclaim to the District any right, title or interest the Corporation or COPF may have in the Site under the Agreements; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Termination Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Termination Agreement.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree:

ARTICLE I TERMINATION

By virtue of the payment of the rental payments due under the Lease/Purchase Agreement, the term of the Lease/Purchase Agreement has terminated. By virtue of the termination of the Lease/Purchase Agreement, the Site Lease has terminated, and the District, the Corporation, and COPF hereby agree to terminate the Assignment Agreement. The District, the Corporation, and COPF agree that their respective interests in the following agreements are hereby terminated and are of no further force or effect:

a. Site Lease, recorded on August 24, 2012, as Document No. 2012-00047938 (and 2021-0048056) in Official Records of Santa Barbara County;

b. Lease/Purchase Agreement, recorded on August 24, 2012, as Document No. 2012-00047939 (and 2021-0048057) in Official Records of Santa Barbara County; and

c. Assignment Agreement recorded on August 24, 2012, as Document No. 2012-00047940 (and 2021-0048058) in Official Records of Santa Barbara County.

From and after the date hereof, none of the parties shall have any further rights or obligations under the Agreements, excepting for the Corporation's and COPF's right to be indemnified pursuant to the Lease/Purchase Agreement.

ARTICLE II QUITCLAIMS

The Corporation hereby quitclaims, remises, releases, conveys and transfers all right, title and interest it may have in the Site to the District free and clear of any interest of the Corporation. COPF hereby quitclaims, remises, releases, conveys and transfers all right, title and interest it may have in the Site to the District free and clear of any interest of COPF.

ARTICLE III MISCELLANEOUS

Section 1. Binding Effect. This Termination Agreement inures to the benefit of and is binding upon the District, the Corporation, and COPF and their respective successors and assigns.

Section 2. Severability. If any provision of this Termination Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding does not invalidate or render unenforceable any other provision hereof.

Section 3. Effectiveness. This Termination Agreement becomes effective on the date of its recordation.

Section 4. Execution in Counterparts. This Termination Agreement may be simultaneously executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

Section 5. Applicable Law. This Termination Agreement is governed by and shall be construed in accordance with the laws of the State of California.

ARTICLE IV CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Termination Agreement from the Corporation and COPF to the District, a California public school district, is hereby accepted by undersigned officer on behalf of the Board of Education of the District pursuant to authority conferred by resolution of the Board of Education adopted on September 10, 2024, and the District consents to recordation hereof by its duly authorized officer.

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

By: _____
Yolanda Ortiz
Assistant Superintendent of Business Services

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

By: _____
William A. Morton
Secretary

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____
Catherine DeLuca
Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On _____ before me,

_____, Notary Public, personally appeared

Yolanda Ortiz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that, by her signature on the instrument, the entity upon behalf of which she acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

[SEAL]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____ before me,

_____, Notary Public, personally appeared

William A. Morton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the entity upon behalf of which he acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

[SEAL]

NOTARY ACKNOWLEDGMENT – NEW YORK

Insert NEW YORK acknowledgment form for COPF

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL 1:

THE WESTERLY 269.5 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 34 WEST, S. B. B. & M., IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND, ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT MONUMENT NO. 5294, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 25 AT PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SET AT THE SOUTHWEST CORNER OF "PARCEL 3" AS SHOWN ON SAID MAP; THENCE NORTH 0° 01' EAST, 648.15 FEET; THENCE SOUTH 89° 47' 02" EAST, 657.685 FEET; THENCE SOUTH 0° 08' 57" WEST, 647.42 FEET TO MONUMENT NO. 5293 AS SHOWN ON SAID MAP; THENCE NORTH 89° 50' 51" WEST, 656.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ½ OF ALL OIL AND MINERAL RIGHTS IN SAID LANDS INCLUDING BUT NOT LIMITING THE FOREGOING ALL MINERALS, GAS, OIL, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, IN THE DEED RECORDED NOVEMBER 9, 1937 IN BOOK 417, PAGE 279 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE LINES OF THE ORCUTT-GAREY ROAD.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 13, 1964 AS INSTRUMENT NO. 29733 IN BOOK 2059, PAGE 923 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ALL OF THE USES AND PURPOSES OF A PUBLIC STREET OR HIGHWAY TO BE USED IN COMMON WITH GRANTORS, THEIR HEIRS AND ASSIGNS, AND OTHER PERSONS LEGALLY ENTITLED THERETO, OVER, UPON AND THROUGH THE EASTERLY 30 FEET OF THE WESTERLY 299.5 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 34 WEST, S. B. B. & M., IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND, ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

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APN: 103-080-49

The property is commonly known as the Delta High School, Santa Maria, California.

APPENDIX G

Board Policy Revisions:

- **BP/AR 3314.3: District Credit Cards**
- **AR 3513.1: Cellular Phone Reimbursement**
- **BP 3550: Food Services/Child Nutrition Program**
- **BP/AR 3553: Free and Reduced Price Meals**

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Santa Maria Joint Union High School District

Policy 3314.3: District Credit Cards

The purpose of a district credit card is to enable employees to purchase items from vendors who do not accept purchase orders and/or pay for travel conference related expenses. The district recognizes that lack of proper controls is one reason that credit cards are often misused by employees in public and private agencies. It will be the responsibility of the Superintendent or designee to ensure that proper controls are in place and that only approved purchases are made by authorized personnel with the district credit card.

The Board of Trustees authorizes the Superintendent to apply for a Visa, MasterCard or other similar credit card, with a limit not to exceed \$15,000. The card is to be used only for properly authorized purchases. Absolutely no personal purchases are to be made using the district credit card.

Santa Maria Joint Union High School District

Regulation 3314.3: District Credit Cards

The purpose of the district credit card is to enable employees to purchase items from vendors who do not accept purchase orders. Employees still must go through the normal purchasing procedure: the manager must approve a purchase requisition made out to the vendor and a purchase order must be approved by the Superintendent or designee. The Purchasing Department will then place the order by phone or computer.

With prior approval, employees may use the credit card to purchase items from vendors who do not accept purchase orders. In very limited instances, with prior approval by the Superintendent, the credit card may be used by employees or Board of Trustees members who are traveling on district-related business.

All other purchasing procedures and travel/conference regulations apply, including:

- All purchases must be pre-approved.
- Absolutely no personal purchases may be made, even if the employee intends to reimburse the district.
- Absolutely no alcoholic beverages or tobacco products may be purchased with the district credit card.
- Fuel may not be purchased, except when driving a district pool vehicle.
- Meals may be purchased within the per-meal dollar amount set by the Board.
- Employees may not use the card to obtain cash.
- Employees using the credit card must turn in receipts to the Business Services Department immediately.
- Employees are only authorized to use the credit cards issued in their name.

Santa Maria Joint Union High School District

Regulation 3513.1: Cellular Phone Reimbursement

The Governing Board understands that cellular phones and other mobile communications are an efficient and important method of conducting district business and can help to ensure the safety and security of staff, students, and others, as well as helping to protect district property.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.2 - Disruptions)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 5131 - Conduct)

When a district employee's position requires frequent use of a cell phone, the Superintendent or designee may provide an allowance to the employee for the business use of his/her personally owned cell phone.

In determining whether an employee's position requires frequent use of a cell phone, the factors to be considered shall include, but not be limited to, whether the job responsibilities require:

1. An ability to communicate frequently but access to a district landline is not readily available;
2. An ability to communicate immediately to ensure the safety of district staff and students or the security of district property; and,
3. A level of accessibility which is impossible because of the employee's frequent job-related absence from the worksite.

Employees identified to receive a cell phone allowance for the business use of his/her personally owned cell phone must retain an active cell phone and be available to receive calls. The phone number must be provided to the Human Resources department within five (5) working days of activation. The Superintendent or designee shall, from time to time, verify that the employee's cell phone contract is active. The employee is responsible for all plan contracts, costs, hardware and accessories, fees, and taxes associated with the cell phone, and any cost of replacement in the event the phone is lost, stolen, or damaged. Employees identified to receive a cell phone allowance will receive monthly allowance of \$75.00 non-taxable reimbursement per month. The allowance will be provided to eligible employees through the payroll system. The allowance is not an increase in base pay and will not be included in calculations of salary increases.

If the Superintendent or designee determines that an employee no longer needs a cell phone or other mobile communications device to perform his/her job responsibilities, the Superintendent or designee shall provide the employee with 60 days advance notice.

Any employee who is not provided an allowance may be reimbursed for the actual expenses of business-related calls made on his/her personally owned cell phone, in accordance with the district's expense reimbursement procedures.

Legal Reference:

EDUCATION CODE

44032 *Travel expense payment*

VEHICLE CODE

23123 *Wireless telephones in vehicles*

23125 *Wireless telephones in school buses*

UNITED STATES CODE, TITLE 26

280F *Limitation on depreciation for luxury automobiles, etc.*

CODE OF FEDERAL REGULATIONS, TITLE 26

1.132-5 *Working conditions fringe benefit*

Management Resources:

WEBSITES

Internal Revenue Service: <http://www.irs.gov>

Policy 3550: Food Service/Child Nutrition Program

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
2. Meet or exceed nutrition standards specified in law
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's website, social media, flyers, and school publications.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals, positively impact students' knowledge related to food and nutrition, support the district's nutrition education program, and increase students' consumption of these foods and participation in school meals.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the

selection of foods of good nutritional quality for school menus.

Students shall be allowed adequate time and space to eat meals. (Education Code 49501.5)

To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

The Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by CDE.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition

Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51798	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal

	Description
42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources

	Description
California Department of Education Publication	Healthy Children Ready to Learn, 2006
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022
California Department of Food and Agriculture Pub	Planting the Seed: Farm to School Roadmap for Success, February 2022
California Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

CSBA Publication	<u>Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2008</u>
CSBA Publication	<u>Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, October 2007</u>
CSBA Publication	<u>Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009</u>
CSBA Publication	<u>Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006</u>
U.S. Department of Agriculture Publication	<u>School Breakfast Toolkit</u>
U.S. Department of Agriculture Publication	<u>Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005</u>
U.S. Department of Agriculture Publication	<u>Dietary Guidelines for Americans, 2020</u>
U.S. Department of Agriculture Publication	<u>Food Buying Guide for Child Nutrition Programs, May 2022</u>
U.S. Department of Agriculture Publication	<u>Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010</u>
U.S. Department of Agriculture Publication	<u>Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005</u>
Website	<u>California Department of Food and Agriculture, Office of Farm to Fork</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>U.S. Department of Agriculture, Food and Nutrition Service</u>
Website	<u>California Farm Bureau Federation</u>
Website	<u>Nourish California</u>
Website	<u>California Project LEAN (Leaders Encouraging Activity and Nutrition)</u>
Website	<u>Centers for Disease Control and Prevention</u>
Website	<u>California School Nutrition Association</u>
Website	<u>California Department of Education, School Nutrition</u>

Website	National Alliance for Nutrition and Activity
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales

3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6176	Weekend/Saturday Classes
7110	Facilities Master Plan

Policy 3553: Free And Reduced Price Meals

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall make available, free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch for any student who requests a meal. (Education Code 49501.5)

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards, as specified in law and district-adopted guidelines.

The Board shall approve, and shall submit to CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in Education Code 49557.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals

Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Website	CSBA District and County Office of Education Legal Services

Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, School Nutrition
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales

3554	Other Food Sales
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children

6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Regulation 3553: Free and Reduced Price Meals

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520, 49557; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are experiencing homelessness or who are migratory and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a.

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If, as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Assistant Superintendent of Curriculum and Instruction

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released
3. All other confidentiality provisions required by law are met
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means
3. The students shall not be required to work for their meals
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time

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6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

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REGULAR MEETING
September 10, 2024

APPENDIX H

Draft of Minutes – August 6, 2024

**REGULAR MEETING OF THE
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

A regular meeting of the Santa Maria Joint Union High School District Board of Education was held at the Support Services Center on August 6, 2024 with a closed session scheduled at 5:15 p.m. and an open session immediately following.

Members present: Aguilar, Baskett, Hernandez, Garvin

OPEN SESSION

Call to Order

Mr. Aguilar called the meeting to order at 5:15 p.m.

CLOSED SESSION PUBLIC COMMENTS

No public comments were submitted.

The meeting was adjourned to a closed session.

RECONVENE IN OPEN SESSION/ANNOUNCE CLOSED SESSION ACTIONS

Mr. Aguilar called the meeting to order at 6:32 p.m. and led the Flag Salute.

Mr. Garcia announced the Closed Session actions. The Board unanimously approved Personnel Actions for Certificated and Classified staff as presented. The board also took unanimous action to approve two agreements related to special education students. The Special Education Department may be contacted for further information.

REPORTS

Superintendent's Report

Ms. Perez has submitted her resignation from the school board. Mr. Garcia thanked Ms. Perez for her years of service. As the clerk, Mr. Aguilar will perform the president's duties, as stated in Board Bylaw 9121, until December when a new president is selected. There are many exciting professional learning events taking place and a few that recently concluded. The district's annual staff symposium is coming up next week along with various learning workshops and professional development opportunities. Mr. Garcia thanked all staff responsible for preparations to ensure a smooth opening when students return on August 15th.

Board Member Reports

Mr. Aguilar – He thanked Ms. Perez for her service and extended gratitude to Dr. Garvin for his guidance while he fills in as Acting President.

Mr. Baskett – He acknowledged various staff such as maintenance and teachers. Anyone interested in starting an aviation program are welcome to reach out to him.

Ms. Hernandez – She is excited about the new school year and had the opportunity to attend a One Community Action workshop that helped parents learn about bullying, depression, and how to support our students.

Dr. Garvin – He enjoyed seeing the photographs highlighting staff on the job and looks forward to the new school year.

REPORTS FROM EMPLOYEE ORGANIZATIONS

CSEA - Ms. Newbie asked for clarification regarding the Classified Symposium next week and thanked Dr. Garvin for his service. Classified staff is starting on the new three-year contract and bylaws.

Faculty Association – Mr. Curt Greely introduced himself as the new FA President. He acknowledged CSEA and reported negotiation season is approaching.

OPEN SESSION PUBLIC COMMENTS

Name	Topic
Kathy Grimes	Equality

PRESENTATIONS

Family and Community Engagement

Resource Person: Dr. Krista Herrera, Assistant Superintendent of Curriculum & Instruction; Mari-bel Vargas-Meza, Family & Community Engagement Manager

Ms. Vargas Meza shared information regarding program and services The Family Resource Center offers. Parent participation data, parent experiences, and what is next for 2024-25 was provided.

ITEMS SCHEDULED FOR ACTION

GENERAL

Board Member Resignation and Filling of Board Vacancy

Resource Person: Antonio Garcia, Superintendent; Chelsea Olson-Murphy, Legal Counsel

President Diana Perez has submitted her resignation from the Board effective July 15, 2024. As such, a vacancy has been created on the Santa Maria Joint Union High School District Board of Education. The Board must now consider how to fill the Board vacancy. The process and timelines applicable to filling a board vacancy, as set forth in Education Code sections 5090, et seq., and the District’s Board Bylaw 9223, are summarized below. The Board Must

Order an Election or Make a Provisional Appointment within 60 Days Pursuant to Education Code section 5091, subdivision (a), the Board shall either order an election or make a provisional appointment to fill the vacancy within 60 days. It is within the Board's discretion to decide whether to order an election or make a provisional appointment. If the Board fails to do either within the 60-day time period, the County Superintendent is required to call an election.

Option 1: Make a Provisional Appointment. If the Board chooses to make a provisional appointment, the District will advertise in the local media and post materials on its website to solicit candidate applications. The Board will also interview candidates during a public meeting and must approve the provisional appointee by a majority vote. (Board Bylaw 9223.)

Option 2: Order an Election. If the Board chooses to order an election rather than make a provisional appointment, the election must be held on the next established election date that is not less than 130 days after the Board orders the election. (Ed. Code, § 5091, subd. (b).) The District would be responsible for the cost of this special election.

The Board considered whether to initiate the provisional appointment process or order an election to fill the vacancy. The recommendation is for the Board to initiate the provisional appointment process. The appointed Board member would serve until the term is completed and a new Board member is elected during the 2026 election.

A motion was made by Dr. Garvin and seconded by Ms. Hernandez to fill the vacancy by the provisional appointment process. The motion passed with a roll call vote 4-0.

Roll Call Vote:

Mr. Aguilar	Yes
Mr. Baskett	Yes
Ms. Hernandez	Yes
Dr. Garvin	Yes

Teaching Assignment Monitoring Outcomes (TAMO) Report 2022-2023 - INFORMATION ONLY. Appendix C

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources; Dr. Matt Fraijo, Executive Director of Teaching & Learning

California's accountability system is based on a multiple measures system that assesses how local educational agencies (LEAs) and schools are meeting the needs of their students. Performance on these measures is reported through the California School Dashboard (Dashboard).

The Dashboard includes a concise set of state indicators and local indicators that are founded on the Local Control Funding Formula (LCFF) priorities but are also aligned to the measures required under Every Student Succeeds Act (ESSA). Those LCFF priorities for which there is no state level data collected are referred to as local indicators.

The California Department of Education (CDE) recently released the 2022–23 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency data report. The CDE will report 2022–23 TAMO data for each LEA on the 2024 California School Dashboard (Dashboard) as part of the Priority 1 Local Indicator. Since the 2022–23 TAMO data was unavailable at the time that LEAs were reporting their local indicator data to the governing board/body of the LEA, LEAs must report the 2022–23 TAMO data at the next available meeting of the governing board/body.

NO ACTION IS REQUIRED.

Variable Term Waiver Request

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources; Sal Reynoso, Director of Certificated Human Resources

The California Commission on Teacher Credentialing requires public notice when the district intends to employ a certificated staff member based on a Variable Term Waiver. The district has made a diligent search for fully qualified and competent Band/Music Teachers for the 2024-25 school-year.

Derald Bolusan has applied for a Variable Term Waiver. Mr. Bolusan will serve as a Band/Music Teacher for grades 9-12 at Ernest Righetti High School.

This Waiver will be applicable for the 2024-25 school year.

A motion was made by Ms. Hernandez and seconded by Dr. Garvin to approve the Variable Term Waiver request for the 2024-25 school year. The motion passed with a roll call vote 4-0.

Roll Call Vote:

Mr. Aguilar	Yes
Mr. Baskett	Yes
Ms. Hernandez	Yes
Dr. Garvin	Yes

Ed Code Sections used for Assignment Options – Resolution Number 1-2024-2025

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources; Sal Reynoso, Director of Certificated Human Resources

The District is required by state law to have all teachers properly assigned within their credentialed subject areas according to the California Commission on Teacher Credentialing. However, there are several Education Code options to assign teachers in areas in which they have a requisite number of units and/or expertise. Resolution 1-2024-2025 outlines specific names, subject areas, and Education Codes to meet this annual criterion.

A motion was made by Dr. Garvin and seconded by Ms. Hernandez to approve Resolution Number 1-2024-2025 to certify the Teacher Assignment Options Resolution for the 2024-25 school year. The motion passed with a roll call vote 4-0.

Roll Call Vote:

Mr. Aguilar	Yes
Mr. Baskett	Yes
Ms. Hernandez	Yes
Dr. Garvin	Yes

INSTRUCTION

Quarterly Report on Williams Uniform Complaints

Resource Person: Dr. Krista Herrera, Assistant Superintendent of Curriculum & Instruction

Pursuant to Education Code Section 35186, the governing board of a school district must conduct a public hearing to report the quarterly report that was submitted in July 2024 on the Williams Uniform Complaints for the months of April- June 2024. Each school site has reported that there have been no complaints in the general subject areas of Textbooks and Instructional Materials, Teacher Vacancy or Misassignments, Facilities Conditions or Valenzuela/CAHSEE Intensive Instruction and Services.

A public hearing was required. The public hearing was opened. No public comments were submitted. The public hearing was closed.

A motion was made by Dr. Garvin and seconded by Ms. Hernandez to approve the Quarterly Report as submitted. The motion passed with a roll call vote 4-0.

Roll Call Vote:

Mr. Aguilar	Yes
Mr. Baskett	Yes
Ms. Hernandez	Yes
Dr. Garvin	Yes

BUSINESS

Approval of Resolution Number 2-2024-2025 to Accept Agreement for Termination of Leases and Quit Claim Deed for Santa Maria High School (SMHS) Reconstruction Lease-Leaseback (Project 17-267)

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

On September 14, 2018, the Santa Maria Joint Union High School District (“District”) and Vernon Edwards Constructors, Inc. (“Developer”) executed the Site Lease and Facilities Lease for the Santa Maria High School Reconstruction Project (“Project”).

On or about April 16, 2024, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would commence.

The District has paid its lease payment obligations under the Facilities Lease in full. Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer’s interests in the Project and site.

A motion was made by Dr. Garvin and seconded by Ms. Hernandez to approve Resolution No. 2-2024-2025 and authorize the Superintendent or designee to execute the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance for the SMHS Reconstruction Lease-Leaseback (Project 17-267). The motion passed with a roll call vote 4-0.

Roll Call Vote:

Mr. Aguilar	Yes
Mr. Baskett	Yes
Ms. Hernandez	Yes
Dr. Garvin	Yes

CONSENT ITEMS

A motion was made by Dr. Garvin and seconded by Ms. Hernandez to approve the consent items as presented. The motion passed with a roll call vote 4-0.

Roll Call Vote:

Mr. Aguilar	Yes
Mr. Baskett	Yes
Ms. Hernandez	Yes
Dr. Garvin	Yes

A. Approval of Minutes – **Appendix E**

- Regular Board Meeting – June 4, 2024
- Regular Board Meeting – June 12, 2024
- Special Board Meeting – June 17, 2024

B. Approval of Warrants for the Month of June 2024

REGULAR MEETING August 6, 2024

Payroll	\$ 12,391,861.31
Warrants	\$ 6,786,599.27
Total	\$ 19,178,460.58

C. Attendance Report

Ms. Yolanda Ortiz, Assistant Superintendent of Business Services, was available to answer questions regarding the tenth and eleventh month of the 2023-2024 monthly attendance report.

D. Approval of Contracts

Company/Vendor	Description of Services	Amount/ Funding	Resource Person
Amergis Healthcare Staffing, Inc. dba Amergis Education Staffing, Inc.	Services originally approved on June 4, 2024 Board meeting as Amergis Educational Staffing. Amendment with correct name for Speech and Language Pathologist services for Extended School Year 2023-2024. SLP #1 NTE \$14,875.00 SLP and Supervising SLP NTE \$16,660.00. No change in amount.	\$31,535/LEA Medical Billing	Krista Herrera
Amergis Healthcare Staffing, Inc. dba Amergis Education Staffing, Inc.	Master Services Agreement for paraeducators to provide support as needed during staff vacancies for the 2024-2025 school year.	NTE \$400,000/ General Fund	Kevin Platt
Bridging Voices- Uniendo Voces, LLC	Professional development, coaching, workshops for translators/interpreters for best practices & skill development (principles of equity and inclusion for interpretation in school settings). Services provided from September 1, 2024 to March 31, 2025.	\$6,000/LCAP 2.6	Krista Herrera
Bunch Consulting, LLC	Provide professional development consulting services in the area of English Language Development from August 7, 2024 to August 10, 2024.	\$7,647.20/ LCAP 4.4	Krista Herrera

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California State University, Fresno Foundation	Virtual and in-person Parent University training classes from September 2024 to April 2025.	\$8,000/LCAP 3.6	Krista Herrera
Collaborative Learning Solution	District Consultation and Support Concerning CCEIS Plan Implementation and Monitoring from July 1, 2024 to June 30, 2025.	\$6,250/CCEIS 3	Krista Herrera
Discovery Education	Dream Box Learning Reading Plus Licenses for Delta High School students for the 2024-2025 school year.	\$12,325/LCAP 5.4	Krista Herrera
Effective School Solutions, LLC	Effective Solutions shall provide on-campus tier 2 and 3 mental health therapists. Therapists will provide individual and family therapeutic services. There will be a total of seven (7) therapists in our school district from August 15, 2024 to June 30, 2025.	\$1,281,750/ Learning Recovery	Krista Herrera
Instructure, Inc.	Parchment will provide a Digital Transcript Service and Graduation Verification. This digital service will help expedite official transcript requests for the 2024-2025 school year.	\$29,156/LCAP 2.2	Krista Herrera
Marino Wellness, LLC	Eight (8) virtual wellness events for all employees for the 2024-2025 school year.	\$3,250/Human Resources	Kevin Platt
One Community Action	Provide a culturally responsive program to offer holistic support to students, emphasizing their well-being, academic achievements, and overall development. The program offers social-emotional stability among participating students for the 2024-2025 school year.	\$280,000/LCAP 2.8	Krista Herrera
OneDigital	OneDigital will provide Benefit Advisory and Enrollment Services and Plan Document Services for the 2024-2025 school year.	\$7.00 per EE per month/General Fund	Yolanda Ortiz

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OneDigital	Leave of Absence Administration Services will be provided for the 2024-2025 school year.	NTE \$37,950 (\$2.75 PEPM fee x 1150 employees x 12 months)/ General Fund	Kevin Platt
Parent Institute for Quality Education	PIQE will provide Bridge to College Program focused on supporting students and families in the transition from high school to a college/university setting from October 29, 2024 to November 19, 2024.	\$6,400; additional 30-parent classes will be \$2,500/LCAP 3.6	Krista Herrera
Parent Institute for Quality Education	PIQE will provide Signature Family Engagement in Education designed to develop skills and techniques to empower parents to address the educational needs of their students. An orientation session, a series of 7 weekly training sessions, organize and conduct a Question-and-Answer forum, culminating in a graduation ceremony with certificates provided to parents from September 25, 2024 to November 13, 2024.	\$14,500; additional 40-parent classes will be \$3,000/LCAP 3.6	Krista Herrera
Parent Institute for Quality Education	PIQE will provide a six-session Family Leadership Program designed to help families gain the confidence and skills required to be inspirational advocates for their children's education. PIQE will recruit, provide a series of weekly training sessions, culminating in a graduation ceremony with certificates provided to parents who attend three or more sessions from November 13, 2024 to December 18, 2024.	\$9,600; additional 25-parent classes will be \$4,000/LCAP 3.6	Krista Herrera
Regents of the University of California, Santa Barbara	Early Academic Outreach Program (EAOP) will provide 3 full-time and 1 part-time college site coordinators for the 2024-2025 school year.	\$225,000/LCAP 1.8	Krista Herrera

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Santa Barbara County Office of Education	Melissa Garcia, Coordinator, of Language Education Services will provide two one-hour sessions focused on integrated English Language Development at ERHS Staff Development Day on August 13, 2024.	\$1,589.11/Title I	Yolanda Ortiz
The Princeton Review (Tutor.com)	Tutoring services for students for the 2024-2025 school year.	\$66,000/Title I	Krista Herrera
United We Lead Foundation	UWLF will provide 6-week Fall and Spring Parent Virtual Academy leadership development opportunity for parents interested in learning more about the educational system in the United States and the importance of Family, School, and Community Engagement from October 1, 2024 to March 22, 2025.	\$42,500/LCAP 3.6	Krista Herrera
Music Theater International Enterprises, Inc.	Performance license for ERHS performances of <i>Mean Girls High School version</i> on March 13, 14, 15, 21 and 22 (+matinee), 2025.	\$6,266/ERHS ASB	Yolanda Ortiz

E. Facility Report – **Appendix B**

F. Self-Insurance Program for Employees (SIPE) Representatives

The district participates in a Joint Powers Agency for Self-Funding of Workers' Compensation. Each district appoints one Director and one alternate Director to the Self-Insurance Program for Employees (SIPE) Board of Directors. They are authorized to sign documents and perform all functions pertaining to the interest of the SIPE Board, as a legislative body pursuant to the terms of the agreement. District administration recommends Cesar Lugo as the Director and Kevin Platt as the alternate Director.

G. Santa Maria High School Career Technical Education Modernization #21-390: Approval of Change Order (CO) No. 7 for Additional Construction Overhead and Support Costs.

CO's No. 1 through No. 6 utilized contract Allowances and resulted in no change to the original contract amount of \$5,766,535.00.

Additional funds are requested for CO No. 7 in the amount of \$71,377.78 for extended construction overhead, facilities, and support provided by Edwards

Construction Group of Nipomo, CA. Added costs include project administrative labor, equipment, and site facilities required to coordinate work related to unforeseen contaminated soil, resinous flooring, and district supplied HVAC equipment. The cost of the added work increases the contract amount to \$5,837,912.78.

H. Notice of Completion

The following projects are substantially complete. 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) Ernest Righetti High School Career Technical Education Modernization #21-391 with Edwards Construction Group Inc., Contractor. Substantial Completion on January 31, 2024.

2) Santa Maria High School Career Technical Education Modernization #21-390 with Edwards Construction Group Inc., Contractor. Substantial Completion on February 29, 2024.

3) Pioneer Valley High School Kitchen Door Enlargement #20-331 with Diani Building Corp. Substantial Completion on June 24, 2024.

4) Santa Maria High School 360's Flooring Abatement #24-486 with PARC Environmental, Contractor. Substantial Completion on July 10, 2024.

I. UC Santa Cruz K16 Subaward Grant

SMJUHSD is receiving \$250,000.00 over 2 years for Dual Enrollment and CTE integration at the Mark Richardson Career Technical Education Center. The grant comes from the new California Regional K-16 Education Collaboratives Grant Program which aims to help California's economy recover from the COVID-19 pandemic while addressing long-standing social and economic inequities in higher education and workforce participation. The program is made possible by a \$250 million appropriation to the Department of General Services (DGS) in the Budget Act of 2021. SMJUHSD is part of a Central Coast Collaborative spanning Ventura to San Jose and involving K-12, Community Colleges, Universities and Industry Partners.

J. Approve Compensation Agreement - Disposition of Former Guadalupe Redevelopment Agency Property (Royal Theater)

The City of Guadalupe, which is the successor agency to the former Guadalupe Redevelopment Agency, is preparing to dispose of former Redevelopment Property (the Royal Theater and two adjacent vacant parcels). State law requires that the City, as successor agency, distribute any proceeds from the disposition of that property to the applicable taxing agencies, including the District. The City has therefore provided a compensation agreement, in accordance with state law,

to be signed by the taxing agencies entitling them to a share of the net operating income and/or net proceeds from the disposition of the property. The District will receive approximately 15.3884 percent of any disposition proceeds. The Compensation Agreement was approved by The City of Guadalupe Council on November 28, 2023.

- K. Authorization to Utilize Region 4 ESC/OMNIA Partners - BSN Sports, LLC for the Length of the Contract through September 30, 2025.

Section 10299 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, whereby notwithstanding Section 20111 and 20112 of the PCC, "school districts may, without competitive bidding, utilize contracts, master agreements and multiple award schedules established by the department [DGS] for the acquisition of information technology, goods, and services." Section 10299 further authorizes state and local agencies to "contract with suppliers awarded the contracts without further competitive bidding." The district administration recommends that the purchase of Athletic, Physical Education Supplies, and Team Uniforms be made utilizing the provisions of the PCC that allows purchasing from Region 4 ESC/OMNIA Partners - BSN Sports, LLC - Contract # R201101 through September 30, 2025.

- L. Authorization to Piggyback on Downey Unified School District for the purpose of Apple Computer Products and Services through June 30, 2025.

Section 20118 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, commonly referred to as "piggybacking", where notwithstanding Section 20111 and 20112 of the PCC, the governing board of any school district without advertising for bids, and if the board has determined it to be in the best interest of the district may authorize the purchase of such supplies, furniture and equipment.

Downey Unified School District has awarded their bid to Apple Inc. - Piggyback Amendment #2 to Agreement #202324-778 through June 30, 2025. The district recommends that the board find and determines that it is in the best interest of the district to authorize software purchases under the same terms and conditions. With Board approval the district may "piggyback" on their bid pursuant to the provisions of PCC20118.

- M. Authorization to Piggyback on Kings County Office of Education to Softchoice for Microsoft Software Licenses through July 31, 2027.

Section 20118 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, commonly referred to as "piggybacking", where notwithstanding Section 20111 and 20112 of the PCC, the governing board of any school district without advertising for bids, and if the board has determined it to be in the best interest of the district may authorize the purchase of such supplies, furniture and equipment.

Kings County Office of Education has awarded their bid to Softchoice for Microsoft Software and Licenses - Piggyback Project #2024-04 through July 31, 2027. The district recommends that the board find and determines that it is in the best interest of the district to authorize software purchases under the same terms and conditions. With Board approval the district may “piggyback” on their bid pursuant to the provisions of PCC20118.

- N. Approval of Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-2024 – **Appendix D**

On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. The measure required the state to establish a new, ongoing program supporting arts instruction in schools beginning in 2023-2024.

The total funding allocation in 2023-2024 was \$1,548,111. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining funds must be used for training, supplies and materials, and arts educational partnership programs, with no more than 1 percent of funds received to be used for an LEA’s administrative expenses.

- O. Santa Maria High School Reconstruction (Project No. 17-267) Approval of Amendment No. 13 to the Facilities Lease, Including Change Order (CO) No. 13 Increasing the Guaranteed Maximum Price (GMP) Amount.

The SMHS Reconstruction No. 17-267 Project Increment 1, Phase 0 GMP provided by Vernon Edwards Constructors was approved under Amendment No. 1 as \$2,739,104.00. Amendments No. 2 through No. 12 increased the GMP to \$67,571,178.22.

Amendment No. 13, including CO No. 13, provides for withholding information, plan modifications, and cost adjustments, to Increment 1, Phase 1, New 50 Classroom and Administration Building. Contract Section 20.4 Cost of Multiple Inspection allows the district to withhold costs of reinspection directly from remaining contractor payments. Three reinspections occurred in amounts of \$3,311.00, \$936.00, and \$1,691.00 (\$5,938.00) and withheld from Invoices 20001-10, 2001-12, and 20001-14 respectively to pay for additional concrete testing. This information is included for tracking purposes only and does not impact the CO amount. CO No. 13 also captures adjustments to COs No. 5, 9, and 11. During closeout reviews, it was determined that clerical and mathematical errors existed in the three COs. This CO includes a missed credit of \$4,003.65 (Amendment No. 6, CO No. 5), adds data drops costs of \$33,066.70, reduces whiteboard bumpers installation costs by \$9.00, and increases a toilet tank installation cost by \$0.10 for a combined adjustment of \$33,057.80 (Amendment

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No. 9, CO No. 9), and addresses addition errors in the amount of \$11,298.59 (Amendment No. 11, CO No. 11) for a total adjusted value of \$40,352.74 which increases the total GMP to \$ 67,611,530.96.

Amendment No. 13 will be the final change order for the project.

P. Discard or Sell Obsolete Textbooks

The following textbooks were submitted for discard by PVHS:

Textbook Title	ISBN #	# of Copies
Literature & Composition: Reading, Writing, & Thinking	978-1-4576-8251-3	37
Literary Theory: A Very Short Introduction	978-0-19-969134-0	36

Q. Agricultural Career Technical Education Incentive Grant

The Agricultural Career Technical Education Incentive Grant provides local educational agencies (LEAs) with funds to improve the quality of their agricultural career technical education programs. The goal is to maintain a high-quality, comprehensive agricultural career technical programs in California’s public-school system to ensure a constant source of employable, trained, and skilled individuals. The following schools have applied for the 2024-25 grant. The estimated grant funding amount is:

Pioneer Valley High School	\$64,550.00
Righetti High School	\$26,450.00
Santa Maria High School	\$48,730.00

R. Out of State Travel

Person/Reason	Location/Date	Description	Funding Source
Abel Ortiz (SMHS) Teaching and Assessing for Acquisition Conference	Seattle, WA August 22-23, 2024	Professional learning focused on acquisition driven instructional method.	LCAP 4.1
Sal Reynoso (SSC) American Association of School Personnel Administrators (AASPA) Annual Conference	Seattle, WA October 15-18, 2024	Conference that offers engaging content and research-based strategies.	General Funds
Steve Gambriel (MRCTE)	San Antonio, TX	Professional development for agricultural educators.	CTEIG

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National Agriculture Edu- cator Conference	December 3-7, 2024		
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S. Purchase Orders

PO #	Vendor	Amount	Description/Funding
PO25-00056	Eagle Software	\$151,517.90	Aeries software subscription & support / General Fund Data Processing
PO25-00057	Benefit Trust Company	\$846,920.00	Employee Retirement Health Benefit Trust / General Fund
PO25-00068	JB Dewar, Inc.	\$423,000.00	District & MRCTE bulk fuel FY 24-25 / General Fund M&O & CTE Pathways carryover
PO25-00091	Airgas West, Inc.	\$82,650.00	Lincoln Robotic Ed Welding Cell SMHS AG Mechanics / H2016 Bond Fund 26
PO25-00092	Airgas West, Inc.	\$65,509.29	Lincoln VRTX-360 SMHS AG Mechanics / H2016 Bond Fund 26 & LCAP 1.3
PO25-00093	Airgas West, Inc.	\$61,059.07	Miller Livearc System RHS AG Mechanics / H2016 Bond Fund 26 & LCAP 1.3
PO25-00094	Airgas West, Inc.	\$65,509.29	Lincoln VRTX-360 RHS AG Mechanics / H2016 Bond Fund 26 & LCAP 1.3
BPO25-00055	Taco Works, Inc.	\$60,000.00	Food & supplies SY 24-25 / Cafeteria Fund 13
BPO25-00056	Brady Industries Central Sanitary Supply	\$80,000.00	Food & supplies SY 24-25 / Cafeteria Fund 13
BPO25-00058	Edna's Bakery	\$60,000.00	Food & supplies SY 24-25 / Cafeteria Fund 13
BPO25-00059	The Berry Man, Inc.	\$60,000.00	Food produce items SY 24-25 / Cafeteria Fund 13
BPO25-00666	Sysco Food Services Of Ventura	\$3,400,000.00	Food items SY 24-25 / Cafeteria Fund 13
BPO25-00673	Ocean Cities Pizza, Inc.	\$250,000.00	Food SY 24-25 / Cafeteria Fund 13
BPO25-00674	Producers Dairy Foods Inc.	\$200,000.00	Food & supplies SY 24-25 / Cafeteria Fund 13
PO25-00153	Arbiter Pay	\$70,000.00	Referee Officials payments SY 24-25 / General Fund LCAP 3.9

T. Acceptance of Gifts

Pioneer Valley High School		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
Ballet Folklorico Imperial c/o Luis C. Lopez, Jr.	Ballet Folklorico	\$2,000.00

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Vandenberg Senior Residence	Ballet Folklorico	\$100.00
Fly Times Entertainment LLC	Ballet Folklorico	\$250.00
CAUSE Central Coast Alliance	Ballet Folklorico	\$150.00
Stack Enterprises (Nothing But Bundt Cakes)	Class of 2026	\$3,252.00
Santa Barbara Bowl Foundation	Center Stage	\$3,000.00
Agua Fresca Lupita	PV Wish Account	\$300.00
Total Pioneer Valley High School		<u>\$9,052.00</u>

FUTURE BOARD MEETINGS FOR 2024

Unless otherwise announced, the next regular meeting of the Board of Education will be held on September 10, 2024. Closed session is scheduled to begin at 5:15 p.m. Open session begins at 6:30 p.m. The meeting will be held at the District Support Services Center. For **view only** live-stream links, refer to page 1 of the agenda.

Regular Board Meetings for 2024:

October 8, 2024 November 12, 2024 December 10, 2024

**Not on the second Tuesday of the month*

ADJOURN

The meeting was adjourned at 7:28 p.m.