

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.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting
November 9, 2021

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

Spanish: <https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFfbfg>

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

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

*The Santa Maria Joint Union High School District mission is,
“We prepare all learners to become productive citizens and college/career ready by
providing challenging learning experiences and establishing high expectations for achievement.”*

This meeting is being conducted pursuant to Assembly Bill (AB) 361 signed by California Governor Gavin Newsom on September 16, 2021. Consistent with AB 361 and Government Code section 54953, and subsequent SMJUHS Board action, this meeting will be held remotely. The Board room will not be open to the public for this meeting. Archives of meetings are available on the District’s website at www.smjuhsd.k12.ca.us.

The District is committed to swiftly resolving any requests for reasonable modification or accommodation for individuals with disabilities who wish to observe the meeting, please contact Arcy Pineda at (805) 922-4573, extension 4202 by 5:00 p.m. on November 8, 2021.

If you would like to address the SMJUHS Board of Education at the November 9, 2021 meeting for either open or closed session items, see the options for participation below. Please note, the Board appreciates all public participation in the meeting but it cannot engage in discussion or specifically respond during the public comment period (Board By-law 9323; citing Education Code § 35145.5; Government Code § 54954.3).

1) To provide public comment prior to the meeting:

- A. **In writing:** Submit your comment via email to SMJUHS-Public-Comment@smjuhsd.org by 8:00 a.m. on November 9, 2021. Please include your name and contact information. Written public comment is limited to 250 words or less.
- B. **By phone:** If you would like to dictate your comment by phone, please call 805-922-4573, extension 4202 and state your name and phone number. A staff member will return your phone call so that you may dictate your public comment over the phone. Requests to use this mode must be received by 8:00 a.m. on November 9, 2021. Please note: The time limit to address the Board may not exceed two minutes.

2) To provide public comment during the meeting - Members of the public may also provide their comment during the live meeting. Your phone number will be required in case of a disconnection. The time limit to address the Board may not exceed two minutes. The two options are:

- A. **Sign up prior to the meeting:** You may sign up prior to the meeting start time to be

given a call back when public comment is opened. Please email SMJUHSD-Public-Comment@smjuhsd.org and include your name, phone number, and topic. It is important to provide a reliable phone number where you may be reached when it is your turn to speak. This request must be received by 12 p.m. on November 9, 2021. We appreciate the public signing up in advance if at all possible as this will help the District run an efficient meeting.

- B. **During the meeting:** Please call 805-922-4573 during the meeting; you must call prior to the close of public comment as listed on the agenda to speak during the meeting.
- English – Dial extension 4204
 - Spanish – Dial extension 4209
 - Mixteco – Dial extension 4208

Your name, phone number, and the topic will be noted. You may be placed on hold **or** given a call back. When it is your turn to speak, you will be transferred to the public comment phone line.

I. OPEN SESSION

A. Call to Order

II. 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 hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources. **Appendix A**
- B. Student Matters– Education Code § 35146 and § 48918.** The Board will review proposed expulsions/suspended expulsion(s) and/or requests for re-admission. NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.
- C. Conference with Legal Counsel regarding Anticipated Litigation** – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2): 2 matters.
- D. Potential Threat to Public Services or Facilities Pursuant to Government Code §54957(a)** – Consultation with District legal counsel.

- E. Public Employee Performance Evaluation – Government Code § 54957, subd. (b)(1) Title: Superintendent**
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III. RECONVENE IN OPEN SESSION

- A. Call to Order/Flag Salute**
-

IV. ANNOUNCE CLOSED SESSION ACTIONS – Antonio Garcia, Superintendent

V. REPORTS

- A. Student Reports – Madisyn Cutliff/ERHS; Ceferino Quiroz Gonzalez/DHS; Jasmin Rodriguez/SMHS; Jesse Rodriguez-Torres/PVHS**
- B. Superintendent’s Report**
- C. Board Member Reports**
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VI. REPORTS FROM EMPLOYEE ORGANIZATIONS

VII. OPEN SESSION PUBLIC COMMENTS

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

VIII. PRESENTATIONS

- A. Student Well-being**
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IX. ITEMS SCHEDULED FOR ACTION

A. GENERAL

- 1. Ed Code Sections used for Assignment Options –
*Resolution Number 17-2021-2022***

Resource Person: Kevin Platt, Asst. Superintendent of Human Resources; Sal Reynoso, Director - 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. The resolution outlines specific names, subject areas and Education Codes to meet this annual criterion.

***** IT IS RECOMMENDED THAT** the Board of Education approve approve Resolution Number 17-2021-2022 to certify the Teacher Assignment Options for the 2021-2022 school year.

Moved _____ **Second** _____

Roll Call Vote:

Dr. Garvin	_____
Dr. Karamitsos	_____
Ms. Perez	_____
Mr. Palera	_____
Ms. Lopez	_____

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 17-2021-2022

WHEREAS, the District is required by state law to have all teachers properly assigned within their credentialed subject areas. However, there are several options to assign teachers in areas in which they have a requisite number of units and/or expertise.

WHEREAS, Education Code §44258.3 & 44258.7 (c & d) allows the district to assign teachers, with their consent to teach departmentalized and elective subject classes when that assignment has been approved by the Governing Board, and

WHEREAS, Education Code §44263 allows teachers to teach outside of their major/minor in subject areas in which they hold eighteen (18) semester hours of course work or nine (9) upper division semester hours or graduate course work, and

WHEREAS, Education Code §44865 allows teachers to teach outside their credential area at Alternative Schools; requires a valid credential based on bachelor’s degree, student teaching, special fitness, teacher consent.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Santa Maria Joint Union High School District does hereby authorize the assignments of the teachers listed per education codes cited:

Education Code §44258.3 (c & d)

Sierra Puntorno-Carlberg	Science: Physics Grades 9-12
Stephen Ryan	Science: Physics Grades 9-12
Dominique Dela Cruz	Science: Physics Grades 9-12
Sheila Devine	Science: Physics Grades 9-12
Jason Simonson	Math: 2 Year Algebra A-D Grades 9-12
Jason Simonson	Math: Algebra 1A-1B Grades 9-12
Trestina Leornas	Math: 2 Year Algebra A-D Grades 9-12

Education Code §44263

Cynthia Dirlam Wehlander	Music Grades 9-12
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PASSED AND ADOPTED this 9th day of November 2021, by the following vote:

ROLL CALL VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

2. Temporary Increase In Substitute Teacher Pay Rates

Resource Person: Kevin Platt, Asst. Superintendent of Human Resources

Based on a comparison of neighboring districts and the need for more substitute teachers, administration is recommending a temporary increase in the substitute teacher pay rate effective November 9, 2021 through June 9, 2022. Substitute teacher pay rates will increase as follows:

Daily Rate: From \$125/day to \$150/day

Long Term Rate:

1 -10 Days from \$125/day to \$150/day

11-20 Days from \$150/day to \$175/day

21+ Days from \$175 to \$200/day

*** **IT IS RECOMMENDED THAT** the Board of Education approve the increase in Substitute Teacher Pay effective November 9, 2021.

Moved _____

Second _____

A Roll Call Vote is Required:

Dr. Garvin	_____
Dr. Karamitsos	_____
Ms. Perez	_____
Mr. Palera	_____
Ms. Lopez	_____

**3. Board Policies – First Reading – INFORMATION ONLY –
Appendix D**

Resource Person: Kevin Platt, Asst. Superintendent of Human Resources

The following board policy/regulation is presented for first reading. The policy/regulation will be on the next board agenda for approval. For the board policy details, please see Appendix D.

Board Policy	Description
BP/AR 1312.1	<p>Community Relations – Complaints Concerning District Employees</p> <p>Policy updated to reflect a court decision which held that a district cannot bar criticism of employees at public board</p>

	<p>meetings, and to add referral of complainants to the appropriate complaint procedures when concerns are expressed at a board meeting or to an individual board member outside a board meeting. Policy adds material related to the investigation of a complaint, including an anonymous complaint. Information regarding informal resolution moved from Policy to Regulation. Regulation reorganized and updated to require that complaints be made in writing, provide clarification about requests for confidentiality and to add steps regarding the investigation of the complaint and the notification of the complainant and employee regarding the final decision.</p>
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4. Discussion and Possible Approval of Resolution 18-2021-2022 Authorizing Continued Use of Remote Teleconferencing Provisions Pursuant to AB 361 and Government Code section 54953.

Resource Person: Chelsea Olson Murphy, Attorney – Lozano Smith

Consistent with Government code section 54953, on October 7, 2021, the Santa Maria Joint Union High School District adopted Resolution 15-2021-2022, finding that meeting in person would present imminent risks to the health or safety of attendees.

Since October 7, 2021, the Board has made findings at least every 30 days that the circumstances continue to meet the requirements of AB 361 and Government Code section 54953 for the District to continue conducting meetings remotely.

At the November 9, 2021 meeting, the Santa Maria Joint Union High School District will discuss and consider adopting Resolution 18-2021-2022, to make a finding after reconsidering the state of emergency, that the current circumstances meet the requirements of AB 361 and Government Code section 54953 for the Santa Maria Joint Union High School District to continue conducting meetings remotely.

*** **IT IS RECOMMENDED THAT** the Board of Education adopt Resolution 18-2021-2022, to make a finding that the current circumstances meet the requirements of AB 361 and Government Code section 54953 for the SMJUHS Board to continue conducting meetings remotely.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Dr. Garvin _____
Dr. Karamitsos _____
Ms. Perez _____
Mr. Palera _____
Ms. Lopez _____

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NO. 18-2021-2022 AUTHORIZING THE CONTINUED USE OF REMOTE
TELECONFERENCING PROVISIONS (AB 361)**

WHEREAS, the Governing Board of the Santa Maria Joint Union High School District (“Governing Board”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the Governing Board recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the Governing Board to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the Governing Board to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

WHEREAS, the Governing Board previously adopted Resolution Number 16-2021-2022 on

October 28, 2021, finding that the requisite conditions exist to conduct remote teleconference meetings in accordance with Government Code section 54953(e); and

WHEREAS, the Governing Board is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment; and

WHEREAS, as a condition of the continued use of the provisions found in Government Code section 54953(e), the Governing Board must reconsider the circumstances of the state of emergency and find that either it continues to directly impact the ability of the members to meet safely in person, and/or state or local officials continue to impose or recommend measures to promote social distancing; and

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the Governing Board has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of members to meet safely in person.

BE IT FURTHER RESOLVED, that the actions taken by the Governing Board through this Resolution may be applied to all District committees governed by the Brown Act unless otherwise desired by that committee.

BE IT FURTHER RESOLVED, the Governing Board authorizes the Superintendent or their designee(s) to take all actions necessary to continue to conduct Governing Board meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution, after which the Governing Board will reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Santa Maria Joint Union High School District Governing Board on this 9th day of November 2021, by the following vote:

ROLL CALL VOTE:

- AYES _____
- NOES _____
- ABSENT _____
- ABSTAIN _____

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

B. BUSINESS

- 1. Resolution of the Board of Education of the Santa Maria Joint Union High School District authorizing the issuance and sale of not to exceed \$67,000,000 aggregate principal amount of bonds of SMJUHS, by a negotiated sale, prescribing the terms of the sale, approving the form and authorizing the execution and delivery of a bond purchase agreement and a continuing disclosure certificate, approving the form of an official statement for the bonds, and authorizing the execution of necessary documents and certificates and related actions – Appendix E**

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

On November 8, 2016, the voters of the District approved Measure H2016 (Santa Barbara County) and Measure H2016 (San Luis Obispo County) authorizing the District to issue up to \$114,000,000 in aggregate principal amount of bonds for authorized projects.

The Board of Education is requested to approve the above-referenced resolution authorizing the District to issue its second and final series of bonds under the November 8, 2016 authorization in an aggregate principal amount not exceeding \$67,000,000.

The bonds will be sold and issued by the District. CFW Advisory Services, LLC will serve as municipal advisor to the District. Orrick, Herrington & Sutcliffe LLP will serve as bond counsel and disclosure counsel. Raymond James & Associates, Inc. will serve as the underwriter.

The Board of Education is asked to approve the resolution referenced above to effect the issuance of the bonds and approve various documents and actions, as follows:

1. *Resolution.* The resolution authorizes the issuance of the bonds and establishes parameters for the terms thereof, approves the forms of and authorizes the execution and delivery of the financing documents (including the Bond Purchase Agreement and the Continuing Disclosure Certificate), approves the form of and authorizes the distribution of the Official Statement (in preliminary and final form), and sets forth the security provisions for the bonds and the covenants of the District to bond owners.

2. *Bond Purchase Agreement.* The Bond Purchase Agreement will specify the purchase price of the bonds to be paid by the underwriter, the interest rates, maturity dates and principal amounts of each maturity of the bonds, the date, time and place of the closing of the bond issue, the allocation of the expenses incurred in connection with the bond issue, the parties' representations

to and agreements with each other and the conditions which the District must satisfy before the underwriter becomes obligated to purchase the bonds.

3. *Continuing Disclosure Certificate.* Federal securities laws indirectly require school districts to disclose and annually update certain financial and operating information relevant to the security and repayment of bonds. The Continuing Disclosure Certificate contains the undertakings of the District to provide the ongoing disclosure in the form of annual reports and event notices.

4. *Official Statement.* The Official Statement (in its preliminary and final form) is used to provide information to investors and prospective investors about the District and the bonds. The bonds constitute securities for purposes of state and federal securities laws and, therefore, the offering and sale of the bonds through the Official Statement is subject to certain provisions of such laws, including, importantly, the anti-fraud laws. The Official Statement sets forth information about the terms of the bonds, the security for the bonds, the sources and uses of the proceeds of the bonds, the District and the tax base of the District, the documents under which the bonds are issued, and the tax-exemption of interest on the bonds.

Budget Implications:

The bonds will be paid from taxes on property within the District levied and collected by the County of Santa Barbara and the County of San Luis Obispo. The bonds will finance projects authorized by the voters under Measure H2016 (Santa Barbara County) and Measure H2016 (San Luis Obispo County) at the November 8, 2016 election.

*** **IT IS RECOMMENDED THAT** the Board of Education approve Resolution No. 19-2021-2022, presented in Appendix E, and authorize staff to take the necessary steps to complete the financing.

Moved _____

Second _____

Roll Call Vote:

Dr. Garvin	_____
Dr. Karamitsos	_____
Ms. Perez	_____
Mr. Palera	_____
Ms. Lopez	_____

2. A resolution of the Board of the Santa Maria Joint Union High School District authorizing the sale and issuance of not to exceed \$60,000,000 aggregate principal amount of general obligation refunding bonds, including refunding bonds that allow for the compounding of interest, in one or more series, approving the forms of and au-

thorizing the execution and delivery of one or more escrow agreements, bond purchase agreements and continuing disclosure certificates, approving the form of one or more official statements, and authorizing the execution of necessary documents and certificates and related actions – Appendix F

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

The Board of Education is requested to approve the above-referenced resolution authorizing the issuance of not to exceed \$60,000,000 of refunding bonds (the “Refunding Bonds”) (i) to refund all or a portion of the District’s outstanding General Obligation Bonds, Election of 2004, Series 2013, (ii) to refund all or a portion of the District’s outstanding 2013 General Obligation Refunding Bonds, (iii) to refund all or a portion of the District’s outstanding General Obligation Bonds, Election of 2004, Series 2014 (collectively, the “Prior Bonds”), and (iv) to pay costs of issuance of the Refunding Bonds.

This refunding is expected to generate savings for the District’s taxpayers. This refunding will reduce aggregate property taxes and will not increase the terms of the outstanding Prior Bonds.

The Refunding Bonds will be sold and issued by the District. CFW Advisory Services, LLC will serve as the municipal advisor for the transaction, and Orrick, Herrington & Sutcliffe LLP will serve as bond counsel and disclosure counsel. Raymond James & Associates, Inc. will serve as the underwriter.

The Board of Education is requested to approve the above-referenced resolution authorizing the issuance of the Refunding Bonds and the refunding of the outstanding Prior Bonds and approve various documents and actions, as follows:

1. *Resolution.* The resolution authorizes the issuance of the Refunding Bonds and establishes parameters for the terms thereof, approves the forms of and authorizes the execution and delivery of the financing documents (including the Bond Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate), approves the form of and authorizes the distribution of the Official Statement (in preliminary and final form), and sets forth the security provisions for the Refunding Bonds and the covenants of the District to bond owners.

2. *Bond Purchase Agreement.* The Bond Purchase Agreement will specify the purchase price of the Refunding Bonds to be paid by the underwriter, the interest rates, maturity dates and principal amounts of each maturity of the Refunding Bonds, the date, time and place of the closing of the Refunding Bond issue, the allocation of the expenses incurred in connection with the Refunding Bond issue, the parties’ representations to and agreements with each other, and the conditions which the District must satisfy before the underwriter becomes obligated to purchase the Refunding Bonds.

3. *Escrow Agreement.* The Escrow Agreement sets forth the terms

for the refunding of the outstanding Prior Bonds to be refunded, including the deposit and investment of moneys to be held by the escrow bank and the terms for paying the Prior Bonds prior to the redemption date or through maturity, as applicable, and redeeming the Prior Bonds that are callable early on the redemption date.

4. *Continuing Disclosure Certificate.* Federal securities laws indirectly require school districts to disclose and annually update certain financial and operating information relevant to the security and repayment of bonds. The Continuing Disclosure Certificate contains the undertakings of the District to provide the ongoing disclosure in the form of annual reports and event notices.

5. *Official Statement.* The Official Statement (in its preliminary and final form) is used to provide information to investors and prospective investors about the District and the Refunding Bonds. The Refunding Bonds constitute securities for purposes of state and federal securities laws and, therefore, the offering and sale of the Refunding Bonds through the Official Statement is subject to certain provisions of such laws, including, importantly, the anti-fraud laws. The Official Statement sets forth information about the terms of the Refunding Bonds, the security for the Refunding Bonds, the sources and uses of the proceeds of the Refunding Bonds, the District and the tax base of the District, and the documents under which the Refunding Bonds are issued.

Budget Implications:

The Refunding Bonds will be paid from taxes on property within the District levied and collected by the County of Santa Barbara and the County of San Luis Obispo.

*** **IT IS RECOMMENDED THAT** the Board of Education approve Resolution No. 20-2021-2022, presented in Appendix F, and authorize staff to take the necessary steps to complete the refunding.

Moved _____ **Second** _____

Roll Call Vote:

Dr. Garvin	_____
Dr. Karamitsos	_____
Ms. Perez	_____
Mr. Palera	_____
Ms. Lopez	_____

X. CONSENT ITEMS

*** **IT IS RECOMMENDED THAT** the Board of Education approve the following consent items as presented.

REGULAR MEETING November 9, 2021

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** _____

Roll Call Vote:

Dr. Garvin	_____
Dr. Karamitsos	_____
Ms. Perez	_____
Mr. Palera	_____
Ms. Lopez	_____

A. Approval of Minutes

Special Board Meeting – October 7, 2021
 Regular Board Meeting – October 12, 2021

B. Approval of Warrants for the Month of October 2021

Payroll	\$ 9,697,806.34
Warrants	5,133,027.05
Total	\$ 14,830,833.39

C. Attendance Report

Ms. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the 2021-2022 second monthly attendance report presented on the last page of this agenda.

D. Approval of Contracts

COMPANY/ VENDOR	DESCRIPTION OF SERVICES	AMOUNT/FUN DING	RESOURCE PERSON
Restorative Community Network	Restorative Approaches training, mentorship, and on call conflict resolution services.	\$55,000/ LCAP Goal 2.1	John Davis
Therapy Travelers	Second LVN contract for the 2021-2022 school year.	\$62,475/ AB 86	John Davis
Brittany Logan Pearson	Sign Language Interpreter (ASL) services for an ERHS student through May 7, 2022.	\$12,984/ Special Education	John Davis

Maxim Healthcare Staffing Services, Inc.	Three behavior technicians to collaborate with staff to help students achieve IEP goals & objectives.	NTE \$92,650/ Learning Recovery Plan (LRP)	John Davis
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E. Facility Report – **Appendix B**

F. Obsolete Equipment – **Appendix C**

Education Code §17545 and 17546 allows the district to dispose of personal property belonging to the district that is unsatisfactory, no longer necessary (obsolete), or unsuitable for school use. The district administration is requesting authorization to dispose of obsolete items in the list below in compliance with government regulations. If an auction is warranted, the district will conduct an auction via the internet by and through its representative RT Auctions. Notices of items for sale at auction will be posted in no less than three public places within the District, including the District’s website at <http://www.smjehsd.k12.ca.us>

G. Student Matters- Education Code Sections 35146 & 48918

Administrative Recommendation to suspend the order of expulsion: 361326
Administrative Recommendation to order expulsion: 360520, 202122-01

H. Low Performing Students Block Grant (LPSBG)

The Low-Performing Students Block Grant (LPSBG) final report has been completed and submitted to the CDE. This grant provides funds for local education agencies serving students identified as low performing on state English language arts or math assessments, who are not otherwise identified for supplemental grant funding under the LCFF or eligible for special education services.

I. Authorization to utilize Sourcewell for the Purchase of Taylor Dunn Off-Road Vehicles, UTVs, ATVs, Burden Carriers and LSVs for the length of the Contract through January 29, 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 district-wide purchases of Taylor Dunn Off-Road Vehicles, UTVs, ATVs, Burden Carriers and LSVs be made

through Power Machinery Center, utilizing the provisions of the PCC through Sourcewell Contract #122220-PSI-2 through January 29, 2025.

J. Notice of Completion

The following projects were 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) PVHS WELL PUMP REPLACEMENT, #21-388 with All American Drilling. Substantially completed on October 6, 2021.

2) UPS (UNINTERRUPTIBLE POWER SUPPLY), #21-362, with Network Integration Company, Contractor. Substantially completed on September 10, 2021.

K. Approval of Change Order No. 7 with Rachlin Architects for Architectural and Engineering Services at Ernest Righetti High School, to include Enhanced Construction Administration Services for Project #17-267.1.1 - 50 Classroom and Administration Building.

The proposal submitted by Rachlin Architects includes daily on-site observation and management support of budgets, schedules, and the construction efforts. Contract not to exceed \$453,216.60 for Enhanced Construction Administration.

L. Approval of Change Order No. 2 with Rachlin Architects for Architectural and Engineering Services at Ernest Righetti High School, to include Enhanced Construction Administration Services for Project # 18-280 Phase 2 Modernization.

The proposal submitted by Rachlin Architects includes daily on-site observation and management support of budgets, schedules, and the construction efforts. Contract not to exceed \$119,431.80 for Enhanced Construction Administration.

M. Approval of Amendment No. 1 with Rachlin Architects for Architectural and Engineering Services at Ernest Righetti High School, to include Enhanced Construction Administration Services for Project # 16-236 Maintenance & Operations Building.

The proposal submitted by Rachlin Architects includes daily on-site observation and management support of budgets, schedules, and the construction efforts. Contract not to exceed \$17,187.00 for Enhanced Construction Administration.

N. Practicum/Fieldwork Agreement for 2021/22 School Year

Concordia University has requested the District's participation in their school counselor training program for the 2021/22 school year, whereby the District

would provide experience through practice with their students. The District's participation in this program benefit both the new counselors that are training for their credentialing programs and also allows the District firsthand experience with prospective candidates for future school counselor vacancies.

O. Supervised Externship Agreement for Spring 2022

University of Wisconsin Eau Clair, Department of Communications Science & Disorders, request the District's participation in an externship experience for graduate student Tara Sanchez, whereby the District would provide experience through practice with student. The District's participation in this program benefits both the new educator and also allows the District firsthand experience with prospective candidates for future Speech and Language Pathologist vacancies.

P. Contract for Professional Municipal Advisory Services by and between SMJUHSD and CFW Advisory Services, LLC.

The District desires to retain the professional services of CFW Advisory Services, LLC to provide municipal advisory services through September 30, 2025 and is recommended for approval.

Q. Out of State Travel

PERSON/REASON	PLACE/DATE	FUNDING
Miguel Guerra/Amy Guerra National FFA Convention	Indianapolis, Indiana Oct. 24-30, 2021	Perkins/AIG
Tyler Dickinson/Marc DeBernardi National Association of Agriculture Educators (NAAE) & Association for Career Technical Education (ACTE) Conference	New Orleans, LA Nov. 30-Dec. 4, 2021	CTEIG

R. Purchase Orders

PO #	Vendor	Amount	Description/Funding
PO22-00743	72 HOUR LLC NATIONAL AUTO FLEET GROUP	\$99,661.68	TWO, 2022 FORD SUPER DUTY F-250 CREW CAB PICKUP TRUCKS/ GENERAL FUND
PO22-00772	HEACOCK TRAILERS & TRUCK INC	\$85,478.69	GOOSENECK CARGO TRAILER/ GENERAL FUND
PO22-00775	HON COMPANY	\$105,324.37	OFFICE FURNITURE/ GENERAL FUND

S. Acceptance of Gifts

Pioneer Valley High School

REGULAR MEETING November 9, 2021

<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
WePay/SNAP Raise	Girls Water Polo	\$1,396.80
WePay/SNAP Raise	Boys Water Polo	\$1,809.00
California FCCLA	FCCLA	\$3,168.66
Rick Leckie	Wm. P. Conn Woodworking Memorial Fund	\$100.00
Charlotte Leckie	Wm. P. Conn Woodworking Memorial Fund	\$100.00
Nancy & Sam Johnson	Wm. P. Conn Woodworking Memorial Fund	\$100.00
Darlene Iverson	Wm. P. Conn Woodworking Memorial Fund	\$100.00
Cathy Scolieri	Wm. P. Conn Woodworking Memorial Fund	\$75.00
Chandra Thomas	Wm. P. Conn Woodworking Memorial Fund	\$50.00
Deborah Conn	Wm. P. Conn Woodworking Memorial Fund	\$475.00
Total Pioneer Valley High School		<u>\$ 7,374.46</u>
Righetti High School		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
Krafty Koncessions	ASB Football Experience	\$750.00
Total Righetti High School		<u>\$750.00</u>
Santa Maria High School		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
Ginny Barnett	Band	\$100.00
All American Publishing, LLC	FBLA	\$152.15
Linda & Shinichi Hamashige	Boys & Girls Volleyball	\$1,000.00
Fellowship of Christian Athletes	Football	\$951.00
Margaret & George Magallon	Boys & Girls Volleyball	\$200.00
Vicki & James Wedmore	Boys & Girls Volleyball	\$100.00
California FCCLA	FCCLA	\$3,120.56
Jeffery & Kathleen Stasell	Girls Golf	\$200.00
Total Santa Maria High School		<u>\$5,823.71</u>

XI. NEXT MEETING DATE

Unless otherwise announced, the next regular meeting of the Board of Education will be held December 14, 2021. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. Please refer to the December 14th agenda for further details on meeting location/access.

XII. FUTURE REGULAR BOARD MEETINGS FOR 2022

Board meetings for 2022 will be scheduled at the December 14, 2021 meeting.

XIII. ADJOURN

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
MONTHLY REPORT OF ATTENDANCE
SECOND MONTH OF 2021-22

September 06, 2021 through October 01, 2021

	Second Month 2020-21			Second Month 2021-22			Cumulative ADA			
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year	
							ADA % to CBEDS	ADA	ADA % to CBEDS	ADA
ERNEST RIGHETTI HIGH										
Regular	2303	2300.55	99.9%	2267	2140.05	93.9%		2291.69		2158.64
Special Education	97	97.45	100.0%	115	105.63	92.1%		95.90		103.28
Independent Study	32	21.30	74.7%	64	37.32	63.5%		17.90		32.33
Independent Study Spec Ed	5	2.35	47.0%	6	3.05	63.0%		1.51		2.36
Independent Study Virtual Academy	0	0.00	0.0%	44	33.63	82.9%		0.00		31.97
Independent Study Virtual Academy SPED	0	0.00	0.0%	7	4.89	76.9%		0.00		4.83
CTE Program	5	4.70	100.0%	5	3.42	68.4%		5.18		3.33
Home and Hospital Reg Ed	1	0.65	65.0%	0	0.00	#DIV/0!		0.49		0.00
Home and Hospital Spec Ed	1	0.15	100.0%	0	0.00	#DIV/0!		0.10		0.00
TOTAL RIGHETTI	2444	2,427.15	99.9%	2508	2328.00	93.8%		2412.77		2336.75
SANTA MARIA HIGH										
Regular	2727	2723.60	100.0%	2804	2707.11	96.4%		2717.31		2725.08
Special Education	224	224.70	100.0%	232	218.42	93.7%		223.23		221.17
Independent Study	60	58.40	96.8%	35	30.37	82.5%		51.08		32.06
Independent Study 12 + 12	0	0.00	0.0%	0	0.00	#DIV/0!		0.00		0.00
Independent Study Spec Ed	0	0.00	0.0%	2	1.53	69.0%		0.00		1.61
Independent Study Virtual Academy	0	0.00	0.0%	43	32.53	85.5%		0.00		28.69
Independent Study Virtual Academy SPED	0	0.00	0.0%	15	11.74	94.1%		0.00		8.56
CTE Program	8	8.00	100.0%	7	5.47	80.6%		7.95		5.94
Home and Hospital Reg Ed	6	5.25	87.5%	0	0.00	#DIV/0!		5.38		0.00
Home and Hospital Spec Ed	3	3.00	100.0%	4	2.79	84.1%		3.00		2.42
TOTAL SANTA MARIA	3028	3022.95	100%	3142	3009.95	96.2%		3007.95		3025.53
PIONEER VALLEY HIGH										
Regular	2806	2817.95	99.9%	2846	2748.42	95.9%		2821.13		2795.94
Special Education	169	169.40	99.9%	169	165.68	93.0%		168.38		164.06
Independent Study	44	14.20	41.5%	62	31.11	58.3%		11.21		26.72
Independent Study Spec Ed	2	1.95	97.5%	13	10.05	99.0%		2.05		7.61
Independent Study Virtual Academy	0	0.00	0.0%	40	39.00	99.9%		0.00		32.67
Independent Study Virtual Academy SPED	0	0.00	0.0%	1	0.74	100.0%		0.00		0.39
Home and Hospital Reg Ed	1	1.00	100.0%	2	2.00	100.0%		0.62		1.53
Home and Hospital Spec Ed	1	1.00	100.0%	2	2.00	100.0%		1.00		1.69
TOTAL PIONEER VALLEY	3023	3005.50	99.9%	3135	2999.00	95.7%		3004.39		3030.61
DAY TREATMENT @ LINCOLN STREET	6	6.00	100.0%	4	3.95	90.4%		5.87		3.97
DISTRICT SPECIAL ED TRANSITION	23	22.80	100.0%	19	18.11	100.0%		22.69		18.56
DISTRICT SPECIAL ED TRANS/VOC M/M	20	20.00	100.0%	16	15.11	97.3%		19.33		16.11
ALTERNATIVE EDUCATION										
Delta Continuation	309	155.01	49.2%	319	241.00	77.7%		159.74		231.34
Delta 12+	1	0.52	51.7%	2	1.53	90.8%		0.38		0.92
Delta Independent Study	36	16.19	52.8%	46	39.04	89.7%		13.96		33.08
Delta Independent Study 12+	4	2.93	51.0%	9	7.04	78.2%		3.51		6.77
Delta Independent Study Spec Ed	0	0.00	0.0%	0	0.00	#DIV/0!		0.00		0.00
Home & Hospital Reg Ed	0	0.00	0.0%	0	0.00	0.0%		0.00		0.00
Freshman & Sophomore Prep	0	0.00	0.0%	0	0.00	---		0.00		0.00
Reach Program--SMHS	1	0.55	100.0%	0	0.00	#DIV/0!		0.74		0.00
Reach Program - ERHS	0	0.00	0.0%	3	2.58	94.2%		0.00		2.42
Reach Program--PVHS	10	4.20	72.4%	8	5.89	97.4%		3.13		3.39
Home School @ Library Program	22	16.05	73.0%	11	9.32	95.7%		16.23		8.58
Delta HS I.S. Program P	16	7.52	47.9%	2	1.43	71.5%		6.47		1.51
TOTAL ALTERNATIVE EDUCATION	399	202.97	50.9%	400	307.82	77.0%		204.16		288.00
TOTAL HIGH SCHOOL DISTRICT	8943	8707.37	97.4%	9224	8681.93	94.1%		8677.16		8719.53

CLASSIFIED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Employ	Speech-Language Pathologist Assistant	PVHS	10/18/21	28/A	6.5
	Increase Hours	Campus Security Assistant II	SMHS	10/1/21	17/E	7.25 to 7.5
	Resign	Custodian	SMHS	10/29/21	15/D	8
	Employ	Instructional Assistant-Spec Ed I	SMHS	10/13/21	13/A	5.5
	Employ	Instructional Assistant-Spec Ed II	PVHS	11/3/21	15/A	6
	Employ	Administrative Assistant V - SSC	DO	10/18/21	30/A	8
	Resign	Instructional Assistant-Spec Ed II	PVHS	10/29/21	15/B	6
	Employ	Behavioral Instructional Assistant (BIA) Spec Ed	SMHS	11/1/21	18/A	6
	Employ	Student Data Specialist	RHS	10/18/21	22/A	8
	Employ	Speech-Language Pathologist Assistant	SMHS	10/21/21	28/A	6.5
	Employ	Custodian	SMHS	10/19/21	15/A	8
	Correction - start date	Custodian	RHS	10/11/21	15/A	8
	Resign	Custodian	RHS	10/13/21	15/A	8
	Resign	Computer Technician	DO	11/12/21	22/B	8
	Out of Class	Maintenance Worker II	RHS	10/28/21	25/D	8
	Employ	Speech-Language Pathologist Assistant	RHS	10/14/21	28/A	6.5
	Employ	Instructional Assistant-Bilingual	PVHS	11/1/21	13/A	6.5
	Resign	Custodian	PVHS	11/19/21	15/E	8
	Employ	Administrative Assistant II - SSC	DO	11/1/21	24/A	8
	Employ	Instructional Assistant-Bilingual	PVHS	11/1/21	13/A	6.5
CERTIFICATED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Salary	FTE
	Column Advance	Agriculture	RHS	2021-22	5/IV	1.0
	Extra Prep Period	Social Science	RHS	10/4/21-12/17/21	10/V	0.2
	Employ/Stipend	Speech Coach	MMEP	10/22/21-6/9/22	\$30/hour	
	Stipend	Mock Trial	RHS	10/1/21	1,1 6%	
	Extra Prep Period	English	SMHS	10/11/21-12/17/21	7/V	0.2
	Stipend	VPA	PVHS	10/18/21-12/17/21	30/V	0.2
	Extra Prep Period	English	RHS	9/27/21-12/17/21	11/V	0.2
	Stipend	Speech & Debate	PVHS	2021-22	1/1 6%	
	Extra Prep Period	English	SMHS	10/11/21-12/17/21	12/V	0.2
	Extra Prep Period	Math	RHS	11/1/21-12/17/21	21/V	0.2
	Column Advance	In School Intervention	DHS	2021-22	26/V	1.0
	Correction - Name	Physical Education	PVHS	8/9/21-12/17/21	16/V	0.2
	Correction - end date	Special Education	SMHS	8/9/21-8/22/21	9/V	0.2

COACHING PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	District	ASB/Booster	Employee Type
	Stipend	Assistant Frosh Boys Football	ERHS	2021-2022	\$839		WALK-ON
	Stipend	Assistant Frosh Boys Football	ERHS	2021-2022	\$838		WALK-ON
	Stipend	Dance Advisor	ERHS	2021-2022	\$2,710		WALK-ON
	Stipend	Cheer Coach	ERHS	2021-2022	\$3,450		CERT.
	Stipend	Cheer Coach	SMHS	2021-2022	\$3,450		WALK-ON
	Stipend	Head JV Boys Water Polo	ERHS	2021-2022	\$2,772		WALK-ON
	Stipend	Head JV Girls Water Polo	ERHS	2021-2022	\$2,772		WALK-ON
UNREPRESENTED PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	Salary	FTE	
	Correction - start date	Athletic Trainer	SMHS	9/27/21	Step E	1.0	
	Correction - start date	Athletic Trainer	RHS	10/1/21	Step E	1.0	

Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT

October 2021 and Coronavirus Activities

1. Santa Maria High School Construction Projects

SMHS Reconstruction – Rachlin Partners

- Increment 1, Phase 1 - 50 Classroom and Administration Building: Activities occurring this period include continuation of underground utility infrastructure installation, concrete pours, structural steel, metal decking, steel stud framing, as well as rough-in of mechanical, electrical, plumbing, HVAC, fire sprinkler, security, and communications. New activities include stair concrete fill, moisture protection, and exterior thermal insulation. (Photos)
- Increment 2, Phase (To Be Determined) - Administration Building Conversion to Classrooms: No change. DSA approval of plans and specifications was received June 3, 2021. Relocation of staff to the 50-Classroom Building will occur upon completion of the 50-Classroom project in April of 2023. Negotiations of a Gross Maximum Price amendment will commence December 2022.

SMHS 4 Portable Classrooms – Rachlin Partners

- Final contracts close out activities continue.

SMHS 2022 Seven Portable Classrooms – Rachlin Partners

- During layout evaluations it was determined adding 3 of the 7 portable units on the play field would trigger the addition of a 20-foot fire separation requirement between the new units and the existing, while adding only 2 units would not cause the separation requirement. After initial review, the site administration determined the need to maintain student space was important given the 50-classroom construction and recent portable installations. Review and approval of the revision to a 6-unit layout is underway.

2. Ernest Righetti High School Construction Projects

ERHS Maintenance and Operations Building – Rachlin Partners

- Activities occurring this period include continued preparation for concrete pours, relocation of water line, and installation of a new underground vault. New work includes trenching and forming for concrete footings and curbs, stabilization of existing fencing, as well as installation of concrete pad, conduit, and utilities. Construction remains estimated to be completed in August 2022. (Photos)

ERHS Phase 2 Improvements – Rachlin Partners

- Activities continuing this period include continued rough in of electrical, mechanical, and plumbing, and interior framing. New work includes installation of HVAC units, dry wall at selected locations, and wire mold installation. Due to the removal of the existing hydronic (water) heating boiler located in the construction area, adjacent occupied spaces lost heating. As a temporary measure, multiple radiant space heaters are being provided to all affected spaces. The current Phase 1 construction schedule remains on track for completion in January of 2022. The overall Project construction remains scheduled to complete in April 2023. [\(Photos\)](#)

ERHS Quad Area Shade Canopy – Rachlin Partners

- The integration of the canopy vendor's structural drawings into the DSA submittal set is nearing completion. The final project package is being readied for submission but requires a fire hydrant flow test which is estimated to be completed in early November 2021. Once accepted, the DSA plan check is estimated to last 6 to 8 weeks.

3. Pioneer Valley High School Construction Projects

PVHS 3 New Modular Classrooms – Rachlin Partners

- The Architect received cost and layout design proposals from two modular building vendors; they are reviewing them to ensure the content meets the proposal criteria. A meeting is being scheduled in early November with District staff to review the proposals.

PVHS Electrical Bus Duct Repair – Support Services

- The project work remains on schedule to occur during winter break 2021-22 to avoid impact to the site.

4. Career Technical Education Center & Agriculture Farm

Perimeter Security Fencing Addition – Support Services

- Bid package preparation continues for additional security fencing to include extension of existing black rail at the west side (entry gate) and chain link with gates to complete the remainder of the perimeter.

New Maintenance and Operation Building – Support Services

- An Architectural and Engineering Support proposal from 19 Six Architects is under review by Support Services staff. A final proposal with recommendations is estimated to be presented to the Board at the December meeting.

Well Installation – Support Services

- A site visit was conducted with a Geologist and District staff October 14, 2021, to review details of the project scope. A proposal for engineering services by the geologist has been requested.

5. District Wide and Support Services Center District Wide Project Closeout – Support Services

- Closeout of legacy projects continues:
 - ERHS #03-105187, Alterations to 3 classroom Buildings (C, D, and E): Architect and Consultant evaluations of Change Order #3 determined they do not include structural, Fire/Life/Safety, or Accessibility work. A Form 310 is being prepared for presentation to DSA for review.
 - SMHS #03-103743 Gym Renovation: The Consultant and Architect are continuing work on substitute submittals for DSA review and the search for documents related to Addendum #7. The architect submitted structural details regarding the existing type of roof clip connections and the roofing systems to DSA. If accepted, testing may not be required.
 - SMHS #03-107526/107330 Cafeteria Building and Seven Classrooms: Remaining deficiencies include unapproved non-structural, Fire/Life/Safety, or Accessibility related items. Change Orders will be presented to DSA under a Form 310. Change Order #4 remains under review for required action.

SSC 2021 Paving SSC– Flowers and Associates

- Construction remains scheduled for November 11 and 12, 2021. The contractor will return the weekend of November 20, 2021, to complete the final striping.

District Wide Roof Repairs 2021 SMHS and PVHS – Support Services

- Final pay application and retention release activities continue.

SSC Purchasing Office Reconfiguration – Ravatt-Albrecht Architects

- Plans and specifications package was submitted to the City of Santa Maria on May 17, 2021. City reviews continue. A project schedule will be determined upon completion of the City review.

SSC Second Story Office Reconfiguration – Ravatt-Albrecht Architects

- Plans and specifications package was submitted to the City of Santa Maria on September 7, 2021. Responses to City comments are expected to be returned the first week of November. A project schedule update will occur following approval by the City.

SSC Tire Room Reconfiguration – Ravatt-Albrecht Architects

- The plans and specifications package were submitted to the City of Santa Maria for review on September 7, 2021. Responses to City comments are expected to be returned the first week of November. A project schedule update will occur following approval by the City.

Gary Wuitschick
Director – Support Services

Maintenance & Operations

SMHS

- Performed trash and debris clean-up throughout campus perimeter including natural collection locations.
- Completed weekly grooming and cleaning of the stadium sports turf.
- Supported recycle cardboard collection program.
- Replaced student bench seats and backs at the Small Gymnasium entrance.
- Performed gopher control procedures to reduce the campus gopher population.
- Completed preventive maintenance to grounds equipment: utility vehicles, mowers, edgers, and blowers.
- Performed monthly online and in-person training.
- Completed repairs to landscape sprinklers at the Broadway Building as well as the Lincoln Center.
- Performed routine landscape maintenance at areas A, B, and C.
- Repaired interior wall damage in office 120. Damage was discovered after removing a storage system.
- Performed restorative painting to the 350 Math Building exterior, as well as classrooms 118, 120, 257, 339, 636, and 907.
- Repaired the student handwashing sink in Industrial Arts shop 510.
- Completed installation of new and replacement security cameras. New locations include 335 exterior, Industrial Arts exterior, Auto Shop interior and exterior.
- Cleared a stoppage in the 360 Science Building Breezeway sanitary sewer.
- Completed HVAC service calls in the following classrooms: 110, 112, 257, 356, 520, 528, and 641.
- Assisted Information Services with warranty service on a Smart Technologies Interactive Flat Panel monitor in classroom 356.
- Completed repairs to restroom fixtures in classroom 820 and the Multi-purpose Room at the cafeteria.
- Mounted MMEP banners on the walls of classrooms 907 and 909.
- Diagnosed and repaired a leaking water line in the cafeteria kitchen ceiling. **(Photo)**
- Completed repairs to Agriculture Department floral cooler condenser.
- Performed weekly test operation of four ADA chair lifts and one passenger elevator.
- Installed 75-inch Tatung Interactive Flat Panel monitors in classrooms 120, 257, 340, and 638.
- Performed Covid-19 related additional cleaning including student desks and high touch point cleaning.
- Supported freshman computer tablet distribution by providing temporary storage and delivery to the distribution location.
- Removed obsolete equipment from classrooms and offices: 123B, 124A, 250, 331, 354, 618, 629, 632, and 646.
- Completed lighting lamp replacement in classrooms 340, 628, and 909.
- Provided staff support by supplying various furniture needs to new and relocated staff in offices and classrooms: 124B, 126, 127, 129, 235, 244, 257, 258 338, 339, 524, 604, 612, 626, 646, 647, 648, 649, and 901.
- Completed distribution of new digital radios to assigned staff members. The digital radios will improve reception over the analog radios that were used in the past.
- Performed extensive repairs in restrooms from the recent social media damage challenge. **(Photos)**
- Restocked PPE to requested areas and predetermined stations.
- Provided support of school event and civic center use activities: Mixteco Parent Advisory meeting, SMJUHS health benefit open enrollment, student tablet distribution, ninth grade parent meeting, Back to School night, SMHS picture retakes, ELAC, FFA meeting, Migrant services meeting, student services fair, SMHS Boys' basketball practices, SMHS girls' volleyball, SMHS football, and SMHS football Thursday team dinner
- Preventive work hours - 17
- Routine work hours - 506
- Total work orders completed - 333
- Event setup hours - 100

Ken Groppetti
Plant Manager

REGULAR MEETING
November 9, 2021

PVHS

- Repaired two holes cut in the north campus fencing near Edwards Gymnasium. (Photo)
- Replaced a leaking irrigation water control valve on the varsity baseball field.
- Trimmed trees on southside of portable classrooms 609-612 to remove limbs from the roofs.
- Swept and groomed the stadium turf.
- Maintained sports field striping on the practice fields.
- Performed gopher control activities.
- Completed preventive maintenance on grounds equipment.
- Restored power in 300 Building vestibule area.
- Cleared a plugged toilet drain in classroom 433.
- Repainted white lines and class numbers on the practice field walkway for emergency evacuation assembly.
- Replaced the reverse osmosis water filters in the library breakroom.
- Assembled and installed new cabinets in classroom 324.
- Installed a safety goggle sterilizer in science hallway near classroom 414.
- Relocated a computer projector mount from classroom 355 to classroom 305.
- Installed two four-foot whiteboards on the sides of a new Interactive Flat Panel monitor in classroom 401.
- Mounted a new bulletin board in the library.
- Repaired a cabinet door and lock cylinder in classroom 433.
- Installed new soap dispensers in boys' and girls' restrooms as well as the staff restroom in the 400 Building.
- Repaired a leaking faucet in kitchen #7 of the culinary classroom 325. (Photo)
- Installed new tablet charging stations in classrooms 301, 423, and 508.
- Installed clothes rod to hang aprons in the pantry of culinary art classroom 325.
- Mounted new speakers above the Interactive Flat Panel Monitor classroom 435.
- Repaired the water polo ball cart at the pool.
- Replaced a broken keyboard tray in the office of the College & Career Center.
- Repaired the girls' restroom door on the pool deck.
- Diagnosed and repaired a heat problem in classroom 211.
- Replaced a broken faucet valve in the south girls' 400 Building restroom.
- Completed service on custodian equipment: Kaivac restroom cleaner for the pool, Kaivac restroom cleaner in the 300 Building, and ride-on scrubber #3. (Photo)
- Repaired cove base on north wall of boys' locker room.
- Repaired the electric gate at the greenhouse.
- Mounted new wrestling banners in the wrestling and dance room.
- Repaired basketball hoop #6 winch motor in the gymnasium.
- Provided disinfection using the Ultraviolet (UV-C) light in classrooms throughout the campus. (Photo)
- Completed daily trash clean-up after lunch each school day. (Photo)
- Provided support of school event and civic center use activities: Vision and Hearing Screening, PSAT testing at Edwards Gymnasium, homecoming all-school rally, senior academic recognition event, COVID-19 vaccination clinic, senior parent night, A-G recognition event, staff insurance sign ups, Club Rush, water polo tournament, CSEA executive board meeting, and Homecoming dance on the quad, girls' volleyball, PVHS football, OAHS football, and Santa Maria Youth football.
- Preventive work order hours – 29
- Routine work hours – 318
- Total work orders completed – 208
- Event setup hours – 92

Dan Mather
Plant Manager

REGULAR MEETING
November 9, 2021

ERHS

- Diagnosed and repaired a faulty wire in the irrigation system. (Photo)
- Completed gopher control maneuvers.
- Continued preparation of baseball and softball fields: levelling infield transitions with the Klopping-Hardie Sports Turf Renovator, aerating, and top dressing the turf.
- Prepared the grounds for football, tennis, and water polo.
- Cleaned heavily stained areas on the all-weather track.
- Applied herbicides at DHS and ERHS.
- Replaced a leaking irrigation water valve at DHS and a failed irrigation water valve in the 300 Building.
- Fabricated and installed a chair rail in the cafeteria serving area to protect the walls from damage caused by the mobile serving carts.
- Patched and painted several areas in the cafeteria kitchen identified in the recent county Health Department inspection.
- Replaced Ground Fault Interruption outlets in the stadium to restore reliable power for student activities.
- Installed additional security cameras in security office and replaced several cameras on campus.
- Repaired several plumbing problems: leaking faucet in the Administration conference room, replaced the faucet in the cafeteria kitchen restroom, replaced a damaged toilet 100 Building boys' restroom, repaired the girls' locker room showers, and changed the hydration station filter in the cafeteria.
- Repaired the roofing on storage area outside Agriculture Science classroom 431. (Photo)
- Performed monthly inspections: AEDs, emergency lighting, emergency showers and eye wash stations, and fire extinguishers.
- Repaired restroom fixtures that were damaged during the recent social media challenge: soap dispensers, towel and toilet paper dispensers, feminine hygiene dispensers, restroom partitions and mirrors.
- Inspected, lubricated, and adjusted doors in the Administration Building, grounds shop, pool area, and the press box. Lubricated campus locks and cleaned all Cyber Lock cores at ERHS and DHS.
- Repaired computer projectors: replaced two lamps at ERHS and one at DHS.
- Distributed PPE to classroom and offices as needed. Estimated 500 disposable masks used per day.
- Continued regular Team Cleaning as well as specific COVID-19 cleaning tasks and disinfected using the Ultraviolet (UV-C) light and COVID-19 positive room cleaning.
- Completed the annual science fume hood inspection and certification at ERHS and DHS. This was provided by a certified service at each school.
- Restocked First Aid kits at ERHS and DHS.
- Provided support of school event and civic center use activities: student responsibility meeting, ID card distribution, CSEA meeting, Boss' Day breakfast, senior parent night, make-up pictures, vaccination clinic, Cash for College, ASB Club Rush, Greenhand Bootcamp, Kinderpatch, Fall Club Day, ASB Spirit Week, girls' volleyball, girls' tennis, and football.
- Preventive work order hours – 7 (1 DHS)
- Routine work order hours – 498 (includes 18 DHS)
- Total work orders completed – 198 (includes 27 DHS)
- Event setup hours – 150 (includes 0 DHS)

Danny Sheridan
Plant Manager

Graffiti & Vandalism

• DHS	\$ 670
• ERHS	\$ 2,600
• SMHS	\$ 4,700
• PVHS	\$ 240
• Catalytic Converter Theft	\$ 6,000 [Four units stolen from athletic and ASB Vans]

Reese Thompson
Director – Facilities and Operations

Photo Gallery – Major Projects



SMHS 50-Classroom Building – Exterior Insulation Begins to Enclose the Building



SMHS 50-Classroom Building – Light-colored Tubular Stand-offs will Support Architectural Panels



SMHS 50-Classroom Building – Overall View from the School Campus Shows the Students’ View of Construction



SMHS 50-Classroom Building – Pumping Concrete for the Roof



ERHS Maintenance and Operations Building – Forming for Retaining Wall is Underway



ERHS Maintenance and Operations Building – Retaining Wall Concrete Pour in Progress



ERHS Modernization – Plant Manager Danny Sheridan and the Project Superintendent Review Details of Construction

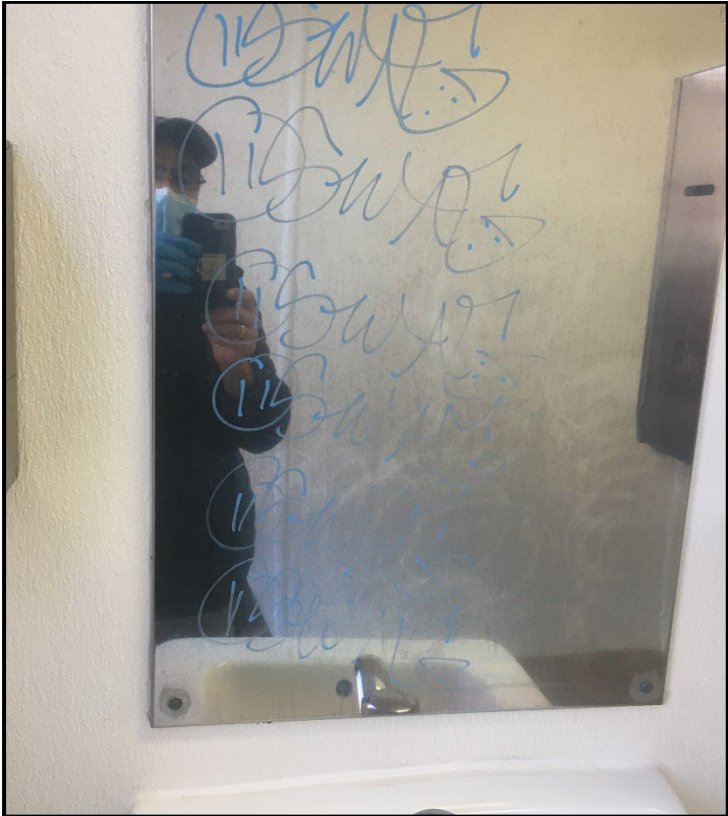


ERHS Modernization – Drywall Installation Begins in Earnest

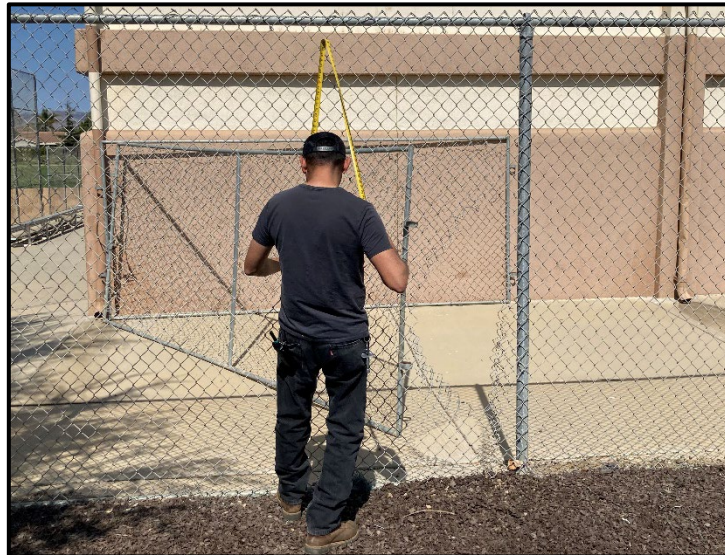
Photo Gallery – Maintenance & Operations



SMHS – Alex Anguiano Alcaraz Investigates a Water Leak in the Cafeteria Kitchen Attic



SMHS – Portable Restroom Vandalism Includes “Tagging” Mirrors



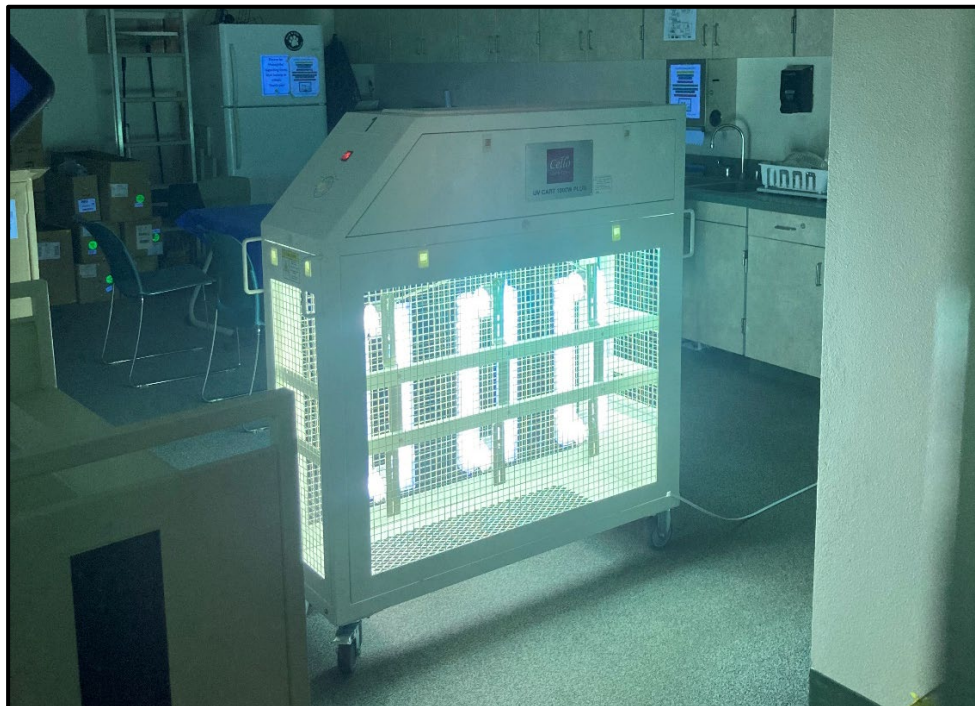
PVHS – José Gamino Repairs the School Fence Where Someone Cut the Fence Fabric to access the School After Hours



PVHS – Elias Camacho Repairs a Leaking Water Faucet in the Foods Lab



PVHS – Elias Camacho Services a Floor Scrubber



PVHS – Ultraviolet -C Light Disinfects After Hours



PVHS – José Vazquez Picks Up Trash after Lunchtime



ERHS – The Grounds Crew Uses a Locating Device to Find a Broken Irrigation Wire



ERHS – Tom Harbold Reroofs the Ag Science Building Storage Area

**Authorization for Sale of Obsolete Equipment and Vehicles - Appendix C
November 9, 2021**

Tag #	Asset Category	Description	Serial #
30218	SHOP EQUIP	John Deere GT235 Mower	M048CAC014389
24739	COMPUTER	SURFACE TABLET	
27844	COMPUTER	SURFACE TABLET	
27701	COMPUTER	SURFACE TABLET	
27941	COMPUTER	SURFACE TABLET	
27907	COMPUTER	SURFACE TABLET	
27799	COMPUTER	SURFACE TABLET	
27792	COMPUTER	SURFACE TABLET	
27880	COMPUTER	SURFACE TABLET	
27819	COMPUTER	SURFACE TABLET	
27976	COMPUTER	SURFACE TABLET	
27708	COMPUTER	SURFACE TABLET	
27892	COMPUTER	SURFACE TABLET	
27862	COMPUTER	SURFACE TABLET	
27668	COMPUTER	SURFACE TABLET	
27669	COMPUTER	SURFACE TABLET	
27737	COMPUTER	SURFACE TABLET	
27654	COMPUTER	SURFACE TABLET	
27679	COMPUTER	SURFACE TABLET	
27639	COMPUTER	SURFACE TABLET	
27803	COMPUTER	SURFACE TABLET	
27779	COMPUTER	SURFACE TABLET	
27688	COMPUTER	SURFACE TABLET	
27812	COMPUTER	SURFACE TABLET	
27630	COMPUTER	SURFACE TABLET	
27691	COMPUTER	SURFACE TABLET	
27643	COMPUTER	SURFACE TABLET	
27678	COMPUTER	SURFACE TABLET	
27735	COMPUTER	SURFACE TABLET	
	PRINTER	EPSON PRINTER	
	PRINTER	HP PRINTER	
	COMM EQUIP	KENWOOD BASE STATION	
	COMM EQUIP	KENWOOD RADIO REPEATER	
	COMPUTER	DELL LCD MONITOR	
	MONITOR	MONITOR	
14072	PRINTER		CNF13GY1146
22018	MONITOR	MONITOR	
	MONITOR	MONITOR	
	MONITOR	MONITOR	8M2YX13
	PRINTER	HP PRINTER	CN560350GG
29109	COMPUTER	COMPUTER	
29107	COMPUTER	COMPUTER	
	MONITOR	MONITOR	
	COMPUTER	COMPUTER	26678107801
	PRINTER	PRINTER	CN5B21V1CN
30268	SMARTBOARD	SMARTBOARD	

**Authorization for Sale of Obsolete Equipment and Vehicles - Appendix C
November 9, 2021**

Tag #	Asset Category	Description	Serial #
30267	SMARTBOARD	SMARTBOARD	SB680-R2BO02893
38736	FURNITURE	TABLET STORAGE CABINET	
29094	COMPUTER	APPLE COMPUTER	
	MONITOR	MONITOR	
31010	TABLET	DELL TABLET	4C4-01CT-A01
1165	FURNITURE	CAFÉ STAINLESS TABLE	
712	VEHICLES	EZ-GO GOLF CART #712	
416	VEHICLES	EZ-GO GOLF CART # 416	
254	VEHICLES	TOYOTA BATTERY FORKLIFT	
224	VEHICLES	TAYLOR ELECTRIC CART	
367	VEHICLES	CUSTODIAN CART	
45975	APPL/FOOD SVC	SINK	
2166	APPL/FOOD SVC	SERVING TABLE	
19773	AV EQUIP	ELMO DOCUMENT CAMERA	980
31658	AV EQUIP	ELMO DOCUMENT CAMERA	1221939
18812	AV EQUIP	RECORDEX CAM	3500-000-0197
31757	COMPUTER	APPLE IPAD	DMQJ235RDJ8R
31760	COMPUTER	APPLE IPAD	DMQJ25DDD8R
32367	COMPUTER	APPLE IPAD	DMPKJFJMF186
32419	COMPUTER	OPTIPLEX 9010	HKRW6Y1
32761	COMPUTER	OPTIPLEX 9020	8MNS9Y1
33711	COMPUTER	OPTIPLEX 9020	3X83KO2
17127	PRINTER	SHARP PRINTER	85072221
37807	COMPUTERS	DELL 3030	JH6TKB2
37809	COMPUTERS	DELL 3030	JH7NPDS
37810	COMPUTERS	DELL 3030	JH6HKB2
40614	COMPUTERS	DELL 3030	BJD2KH2
41159	COMPUTERS	OPTIPLEX 7440	453D0M2

REGULAR MEETING
November 9, 2021

APPENDIX D

Board Policies Presented For First Reading

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

The Governing Board recognizes its accountability to the public for the quality of the District's educational program and the performance of District employees. The District shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to District operations and the educational program.

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, an administrator, the Superintendent or designee, legal counsel, an agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

A complaint that is filed anonymously may be investigated depending on the specificity and reliability of the information.

(cf 1312.1 - Complaints Concerning District Employees)

(cf 1312.2 - Complaints Concerning Instructional Materials)

(cf 1312.3 - Uniform Complaint Procedures)(cf 3320 - Claims and Actions Against the District)

Legal Reference:

EDUCATION CODE

35010 Control of District; prescription and enforcement of rules

35146 Closed sessions

44100 Legislative intent, affirmative action employment

44811 Disruption of public school activities

GOVERNMENT CODE

950-950.8 Actions against public employees

54957-54957.8 Closed sessions

CODE OF REGULATIONS. TITLE 5

3080 Application of section 4600-4671

4600-4671 Uniform complaint procedures

PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

Management Resources:

CDE LEGAL ADVISORIES

910.93 Guidelines for parents to report suspected child abuse by school district employees or other person against a pupil at a school site (LO: 4-93)

Policy SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Presented for First Reading: November 9, 2021

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

Complaint Procedures

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the District and/or the individual employee, and whether it should be resolved by the District's process for complaints concerning personnel, other District procedures or both. The Superintendent or designee shall have the final say in determining which District policy and/or procedure should be utilized to resolve a complaint concerning a District employee.

Complaints concerning a District employee that involve allegations of unlawful discrimination or sexual harassment shall be processed in accordance with Board Policy/Administrative Regulation (“BP/AR”) 4030 – Nondiscrimination in Employment or BP/AR 1312.3 – Uniform Complaint Procedures. Any complaint of child abuse or neglect alleged against a District employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 – Child Abuse Prevention and Reporting.

(cf 1312.2 - Complaints Concerning Instructional Materials)

(cf 1312.3 - Uniform Complaint Procedures)

(cf 4030 – Nondiscrimination in Employment)

(cf 4119.11 – Sexual Harassment)

(cf 4119.12 – Title IX Sexual Harassment Complaint Procedures)

(cf 4144/4244/4344 - Complaints)

(cf. 5141.4 – Child Abuse Prevention and Reporting)

The Board prohibits retaliation against complainants or against any individual who participates in the complaint or investigation process.

If a complainant requests confidentiality, the complainant shall be informed that the request may limit the District’s ability to investigate the employee’s conduct or take other necessary action and that confidentiality cannot be guaranteed. However, all reasonable steps shall be taken to investigate and resolve the complaint without divulging the complainant’s identity.

Informal Resolution

Every effort should be made to resolve complaints regarding District employees at the earliest possible stage. Any person who complains about a District employee shall be encouraged to resolve the matter informally through direct communication with the employee whenever possible and appropriate.

Written Complaint Procedures

If a complainant is unable or unwilling to resolve the complaint directly with the employee, the complainant may submit a written complaint to the principal or other immediate supervisor of the employee. Complaints related to a principal or District administrator shall be initially filed in writing with the Superintendent or designee. If the complainant is unable to prepare the complaint in writing, administrative staff shall provide assistance in the preparation of the complaint.

A written complaint shall include the full name of the employee involved, a brief but specific summary of the complaint and the facts surrounding it, a description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter, the remedy requested or desired, a signature of the complainant attesting that all information is true and correct to the best of the complainant's personal knowledge, and the date the complaint is filed. The written complaint must be submitted no later than six (6) months following the date the complainant knew or should have known of the act or omission giving rise to the complaint. However, if good cause exists, the District may, in its discretion, process complaints submitted outside this timeline.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. When a written complaint is received, the employee who is the subject of the complaint shall be notified in accordance with collective bargaining agreements.
2. The principal, the employee's immediate supervisor, an administrator, the Superintendent or designee, legal counsel, an agent of the Board, and/or other appropriate person designated by the District, shall investigate and attempt to resolve the complaint to the satisfaction of the parties within 30 days. A complaint against a school or District administrator shall be investigated by the Superintendent or designee. The investigation may include interviews of the employee, complainant and/or witnesses, as necessary, and/or a review of any documentation relevant to the complaint.
3. Both the complainant and the employee shall be notified in writing of the final decision, regarding the resolution of the complaint.
4. Both the complainant and the employee against whom the complaint was made may appeal a decision to the Superintendent or designee who will attempt to resolve the complaint to the satisfaction of the person(s) involved within 30 days. Either the complainant or the employee may appeal the Superintendent's decision to the Governing Board.
5. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:

- a) The full name of each employee involved
- b) A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
 - c) A copy of the signed original complaint
 - d) A summary of the action taken by the Superintendent or designee and the reason that problem has not been resolved

6. If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board or hear the appeal itself. If the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with Government Code 54957, unless the employee requests that it be heard in open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue. The Board's decision shall be final.

(cf 9321 – Closed Session Purposes and Agendas)
(cf 9323 – Meeting Conduct)

Regulation SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Presented for First Reading: November 9, 2021

APPENDIX E 2021-2022

RESOLUTION NUMBER 19 - 2021-2022

RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$67,000,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT, BY A NEGOTIATED SALE, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

(The Bond Purchase Agreement, Continuing Disclosure Certificate and the Preliminary Official Statement are available to view at the District Support Services Center.)

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION NUMBER 19 - 2021-2022

RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$67,000,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT, BY A NEGOTIATED SALE, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, an election was duly called and regularly held in the Santa Maria Joint Union High School District (the "District"), located in the counties of Santa Barbara ("Santa Barbara County") and San Luis Obispo ("San Luis Obispo County"), California, on November 8, 2016, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the "Bond Measure"):

"To rebuild Santa Maria High, improve student safety, renovate and construct classrooms and support facilities at Righetti, Pioneer Valley and Delta high schools that provide modern learning environments, increase classroom technology and infrastructure, replace portable classrooms, and improve vocational career and college pathway facilities District-wide that support student achievement, shall Santa Maria Joint Union High School District be authorized to issue up to \$114,000,000 in bonds, at legal interest rates, with an independent citizens' oversight committee and annual audits?"

and

WHEREAS, passage of the Bond Measure required at least a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on the Bond Measure were in favor of issuing said bonds; and

WHEREAS, on August 22, 2017, pursuant to Resolution No. 23-2016-2017 of the Board of Education of the District (the "Board of Education"), adopted on June 20, 2017, the District issued a portion of such bonds, designated "Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Bonds, Election of 2016, Series 2017" in an aggregate principal amount of \$47,000,000, leaving \$67,000,000 aggregate principal amount authorized but unissued under the Bond Measure; and

WHEREAS, at this time, the Board of Education of the District deems it necessary and desirable to authorize and consummate the sale of another portion of the bonds, designated the “Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Bonds, Election of 2016, Series 2021” (the “Series 2021 Bonds”), with such additional or other series or subseries designations as may be approved as herein provided, in an aggregate principal amount not exceeding \$67,000,000, for purposes of financing projects authorized to be financed under the Bond Measure, according to the terms and in the manner hereinafter set forth; and

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

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

WHEREAS, the Santa Barbara County Superintendent of Schools has jurisdiction over the District and the District has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Series 2021 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to authorization to be obtained from the Board of Supervisors of Santa Barbara County; and

WHEREAS, the Board of Education has determined that securing the timely payment of the principal of and interest on the Series 2021 Bonds by obtaining a municipal bond insurance policy with respect thereto could be economically advantageous to the District; and

WHEREAS, a form of Bond Purchase Agreement (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Bond Purchase Agreement”) to purchase the Series 2021 Bonds proposed to be entered into with Raymond James & Associates, Inc., as underwriter (the “Underwriter”), has been prepared; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Series 2021 Bonds, the Underwriter must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Series 2021 Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”), a form of which has been prepared; and

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2021 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”); and

WHEREAS, California Government Code Section 5852.1 requires that the Board of Education obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, in compliance with California Government Code Section 5852.1, the Board of Education has obtained from CFW Advisory Services, LLC, as financial advisor under California Education Code Section 15146(b)(1)(C) and as municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the “Municipal Advisor”), and from the Underwriter the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto; and

WHEREAS, the District has previously adopted a local debt policy (the “Debt Management Policy”) that complies with California Government Code Section 8855(i), and the District’s sale and issuance of the Series 2021 Bonds as contemplated by this Resolution is in compliance with the Debt Management Policy; and

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

WHEREAS, the District desires that Santa Barbara County and San Luis Obispo County levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series 2021 Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of Santa Barbara County and the Board of Supervisors of San Luis Obispo County, the Auditor-Controller of Santa Barbara County, the Auditor-Controller of San Luis Obispo County, the Treasurer-Tax Collector

of Santa Barbara County, the Treasurer-Tax Collector of San Luis Obispo County and other officials of each County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of principal of and interest on the Series 2021 Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

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

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

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

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

“Auditor-Controller” means the Auditor-Controller of each County, as applicable, or any authorized deputy thereof.

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

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

“Board of Supervisors” means the Board of Supervisors of each County, as applicable.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the sale of the Series 2021 Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

“Bonds” means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including bonds approved by the voters of the District on November 7, 2000 and November 2, 2004 and pursuant to the Bond Measure, as all such Bonds are required by State law to be paid from the interest and sinking fund.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2021 Bonds.

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed and delivered by the District relating to the Series 2021 Bonds.

“County” or **“Counties”** means the County of Santa Barbara and the County of San Luis Obispo, as applicable, each a county and political subdivision of the State of California organized and existing under the laws of the State of California, and any successor thereto.

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

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Series 2021 Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

“Interest Payment Date” means February 1 and August 1 of each year commencing on February 1, 2022, or such other dates as may be set forth in the Bond Purchase Agreement.

“Investment Agreement” shall have the meaning set forth in Section 15 hereof.

“Official Statement” means the Official Statement of the District relating to the Series 2021 Bonds.

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

“Owner” means, with respect to any Series 2021 Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

“Paying Agent” means U.S. Bank National Association, or the Treasurer of Santa Barbara County, including his or her designated agents, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the Series 2021 Bonds in accordance with Section 8 hereof.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Series 2021 Bonds.

“Record Date” means, with respect to any Interest Payment Date for Series 2021 Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date for such Series 2021 Bonds, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

“Registration Books” means the books for the registration and transfer of the Series 2021 Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

“Series 2021 Bonds” means the bonds authorized and issued pursuant to this Resolution, in one or more series or subseries, designated the “Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Bonds, Election of 2016, Series 2021,” with such additional or other series or subseries designations as may be approved as herein provided.

“State” means the State of California.

“Tax Certificate” means the Tax Certificate with respect to the Series 2021 Bonds not issued as Taxable Bonds, executed by the District, dated the date of issuance of such Series 2021 Bonds.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“Taxable Bonds” means those Series 2021 Bonds the interest on which is not Tax-Exempt.

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

“Underwriter” means Raymond James & Associates, Inc., as underwriter.

Section 3. Authorization and Designation of Bonds. Subject to the authorization of the District by the Board of Supervisors of Santa Barbara County to issue and sell the Series 2021 Bonds without the further action of the Board of Supervisors of Santa Barbara County pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code, which authorization is hereby respectfully requested, the Series 2021 Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code. The Board of Education hereby authorizes the issuance and sale, by a negotiated sale, of not to exceed \$67,000,000 aggregate principal amount of Series 2021 Bonds. The Series 2021 Bonds may be issued in one or more series or subseries and shall be designated “Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Bonds, Election of 2016, Series 2021,” with appropriate additional or other series or subseries designations as approved by an Authorized Officer. The proceeds of the Series 2021 Bonds, exclusive

of any premium and accrued interest received by the District, shall be applied to finance projects authorized to be financed under the Bond Measure.

Section 4. Form of Bonds; Execution. (a) *Form of Series 2021 Bonds.* The Series 2021 Bonds shall be issued in fully registered form without coupons. The Series 2021 Bonds, and the certificate of authentication and registration and the form of assignment to appear on each of them, shall be in substantially the form attached hereto as Exhibit B, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds.* The Series 2021 Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Education, and countersigned by the manual or facsimile signature of the Clerk or Secretary of the Board of Education (or the designee of any of such respective officers if any are unavailable). The Series 2021 Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) *Valid Authentication.* Only such of the Series 2021 Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Series 2021 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) *Identifying Number.* The Paying Agent shall assign each Series 2021 Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and Santa Barbara County for inspection.

Section 5. Terms of Bonds. (a) *Date of Series 2021 Bonds.* The Series 2021 Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) *Denominations.* The Series 2021 Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) *Maturity.* The Series 2021 Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Series 2021 Bond shall mature later than the date which is 30 years from the date of the Series 2021 Bonds, to be determined as provided in subsection (a) of this Section. No Series 2021 Bond shall have principal maturing on more than one principal maturity date.

(d) *Interest.* The Series 2021 Bonds shall bear interest at an interest rate or rates not to exceed 8.00% per annum, payable on the Interest Payment Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Series 2021 Bond shall bear interest from the Interest Payment Date next preceding the date

of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date for such Series 2021 Bond, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date for such Series 2021 Bond, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Series 2021 Bond, interest is in default on any outstanding Series 2021 Bonds, such Series 2021 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Series 2021 Bonds.

(e) *Interest; Tax-Exempt or Taxable.* Each series or subseries of the Series 2021 Bonds or portion thereof may be issued such that the interest on such series or subseries of Series 2021 Bonds or portion thereof is Tax-Exempt or such that the interest on such series or subseries of Series 2021 Bonds or portion thereof is not Tax-Exempt. The Board of Education hereby finds and determines that, pursuant to Section 5903 of the California Government Code, the interest payable on each series or subseries of the Series 2021 Bonds or portion thereof issued as Taxable Bonds will be subject to federal income taxation under the Code in existence on the date of issuance of such series or subseries of Series 2021 Bonds.

Section 6. Payment of Bonds. (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the Series 2021 Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District. The Board of Supervisors and officers of each County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Series 2021 Bonds in such year, and to pay from such taxes all amounts due on the Series 2021 Bonds. The District hereby requests the Board of Supervisors of each County to annually levy a tax upon all taxable property in the District sufficient to redeem the Series 2021 Bonds, and to pay the principal, redemption premium, if any, and interest thereon, and all fees and expenses of the Paying Agent, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, as and when the same become due.

(b) *Principal.* The principal of the Series 2021 Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date.* The interest on the Series 2021 Bonds shall be payable on each Interest Payment Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of

immediately available funds to any Owner of at least \$1,000,000 of outstanding Series 2021 Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

(d) *Interest and Sinking Fund.* Principal and interest due on the Series 2021 Bonds shall be paid from the interest and sinking fund of the District as provided in Section 15146 of the California Education Code.

(e) *Obligation of the District.* No part of any fund or account of either County is pledged or obligated to the payment of the Series 2021 Bonds. The obligation for repayment of the Series 2021 Bonds is the sole obligation of the District.

(f) *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of each County for the payment of Bonds of the District and amounts on deposit in the interest and sinking fund of the District to the payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds and successors thereto. The property taxes and amounts held in the interest and sinking fund of the District shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund of the District to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

(g) *Insurance.* The payment of principal of and interest on all or a portion of the Series 2021 Bonds may be secured by a municipal bond insurance policy as shall be described in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized and directed to qualify the District for municipal bond insurance for the Series 2021 Bonds and authorize that such insurance be obtained if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Series 2021 Bonds. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract. If the Authorized Officers so deem and obtain municipal bond insurance, and such insurance is issued by a mutual insurance company, the Authorized Officers are each hereby authorized and directed to enter into any required mutual insurance agreement substantially in such insurer's standard form with such changes, insertions and omissions therein as the

Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of such agreement by such Authorized Officer.

Section 7. Redemption Provisions. (a) *Optional Redemption.* The Series 2021 Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Series 2021 Bonds shall not be subject to optional redemption.

(b) *Selection.* If less than all of the Series 2021 Bonds, if any, are subject to such redemption and are called for redemption, such Series 2021 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Series 2021 Bonds of any given maturity are called for redemption, the portions of such Series 2021 Bonds of a given maturity to be redeemed shall be determined by lot in any manner deemed fair by the Paying Agent (or as otherwise set forth in the Bond Purchase Agreement).

(c) *Mandatory Sinking Fund Redemption.* The Series 2021 Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately or as otherwise directed by the District by the amount of any Series 2021 Bonds of that maturity redeemed in accordance with subsection (a) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Series 2021 Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller of Santa Barbara County is hereby authorized to create such sinking funds or accounts for the term Series 2021 Bonds as shall be necessary to accomplish the purposes of this Section.

(d) *Notice of Redemption.* Notice of any redemption of the Series 2021 Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to Santa Barbara County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series 2021 Bonds and the date of issue of the Series 2021 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series 2021 Bonds and the dates of maturity or maturities of Series 2021 Bonds to be redeemed; (vi) if less than all of the Series 2021 Bonds of a series of any maturity are to be redeemed, the distinctive

numbers of the Series 2021 Bonds of each maturity of such series to be redeemed; (vii) in the case of Series 2021 Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series 2021 Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series 2021 Bonds of a series to be redeemed; (ix) a statement that such Series 2021 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series 2021 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Series 2021 Bonds or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Series 2021 Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Series 2021 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series 2021 Bonds at the place specified in the notice of redemption, such Series 2021 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series 2021 Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the interest and sinking fund or the trust fund established for such purpose. All Series 2021 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series 2021 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the interest and sinking fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series 2021 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series 2021 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) *Funds for Redemption.* Prior to or on the redemption date of any Series 2021 Bonds there shall be available in the interest and sinking fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient

to redeem, at the redemption prices as in this Resolution provided, the Series 2021 Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Series 2021 Bonds to be redeemed upon presentation and surrender of such Series 2021 Bonds, provided that all monies in the interest and sinking fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the interest and sinking fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Series 2021 Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the interest and sinking fund of the District or otherwise held in trust for the payment of redemption price of the Series 2021 Bonds, the monies shall be held in or returned or transferred to the interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of Bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such Bonds. If no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Series 2021 Bonds all or any part of the principal, interest and premium, if any, on the Series 2021 Bonds at the times and in the manner provided herein and in the Series 2021 Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District and each County as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of each County to such Owners hereunder and under the Series 2021 Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series 2021 Bonds, but only out of monies on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Series 2021 Bonds by depositing in trust with the Paying Agent, or an escrow agent selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the interest and sinking fund of the District, be fully sufficient to pay and discharge the indebtedness on such Series 2021 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the

principal of, redemption premium, if any, or interest on the Series 2021 Bonds and remaining unclaimed for two years after the principal of all of the Series 2021 Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from the fund; or, if no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent. (a) *Appointment; Payment of Fees and Expenses.* This Board of Education does hereby consent to and confirm the appointment of U.S. Bank National Association, to act as the initial paying agent for the Series 2021 Bonds. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Series 2021 Bonds, or from the interest and sinking fund of the District, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, such fees and expenses shall be paid by the District.

(b) *Resignation, Removal and Replacement of Paying Agent.* The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be the Treasurer of Santa Barbara County, including his or her designated agents, or any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$50,000,000 in net assets.

(c) *Principal Corporate Trust Office.* The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Series 2021 Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose, which includes the office of the Treasurer of Santa Barbara County, or the office of his or her designated agents, if the Treasurer of Santa Barbara County is acting in the capacity of Paying Agent. If no office is so designated for a particular purpose, such functions shall be conducted at the office of U.S. Bank National Association in Los Angeles, California, or the principal corporate trust office of any successor Paying Agent.

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office, sufficient books for the registration and transfer of the Series 2021 Bonds, which shall at all times be open to inspection by the District and Santa Barbara County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Series 2021 Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Series 2021 Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

(e) *Merger or Consolidation.* Any bank, national banking association or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (b) of this Section shall be the successor to such Paying Agent, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System. (a) *Appointment of Depository; Book-Entry System.* Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for each series of the Series 2021 Bonds and the Series 2021 Bonds shall be issued in book-entry form only, and shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. One bond certificate shall be issued for each maturity of each series or subseries of the Series 2021 Bonds; provided, however, that if different CUSIP numbers are assigned to Series 2021 Bonds of a series or subseries maturing in a single year or, if Series 2021 Bonds of the same series or subseries maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Series 2021 Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

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

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

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

(b) *Transfers.* In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series 2021 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series 2021 Bond for each maturity shall be executed and delivered (in the aggregate principal amount of such Series 2021 Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Series 2021 Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series 2021 Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Series 2021 Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Series 2021 Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) *Partial or Advance Refundings.* In the case of partial redemption or an advance refunding of the Series 2021 Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Series 2021 Bonds indicating the date and amounts of such reduction in principal.

(d) *Treatment of Registered Owner.* The District and the Paying Agent shall be entitled to treat the person in whose name any Series 2021 Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series 2021 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Series 2021 Bonds.

(e) *Form of Payment.* So long as the outstanding Series 2021 Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Series 2021 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange. (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Series 2021 Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2021 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Series 2021 Bond or Series 2021 Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2021 Bond or Series 2021 Bonds, of the same maturity, Interest Payment Date and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by any Owner of Series 2021 Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Series 2021 Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2021 Bonds for redemption, and (ii) after any Series 2021 Bond has been selected for redemption.

(b) *Exchange.* The Series 2021 Bonds may be exchanged for Series 2021 Bonds of other authorized denominations of the same series, maturity, Interest Payment Date and interest rate or rates, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2021 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Series 2021 Bond or Series 2021 Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2021 Bond or Series 2021 Bonds of the same series, maturity and interest payment mode and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Series 2021 Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2021 Bonds for redemption, and (ii) after any Series 2021 Bond has been selected for redemption.

Section 11. Bond Purchase Agreement; Sale of Bonds. (a) *Bond Purchase Agreement.* The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series 2021 Bonds shall not be in excess of 4.00%, (b) the interest rates on the Series 2021 Bonds shall not exceed 8.00% per annum, (c) the ratio of total debt service to principal of the Series 2021 Bonds shall not exceed four to one, (d) the Underwriter's discount for the sale of Series 2021 Bonds shall not exceed 0.30% of the principal amount of such Series 2021 Bonds (exclusive of

any costs of issuance the Underwriter contracts to pay), and (e) the Series 2021 Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Series 2021 Bonds, and the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Payment Dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, if any.

(b) *Method of Sale.* The Board of Education hereby finds and determines that the sale of the Series 2021 Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Series 2021 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Series 2021 Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

(c) *Reserves and Capitalized Interest.* In accordance with subsections (i) and (j) of Section 15146 of the California Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the interest and sinking fund of the District proceeds of sale of the Series 2021 Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the California Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Series 2021 Bonds for a period of two years from the date of issuance of the Series 2021 Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

(d) *Good Faith Estimates.* In accordance with California Government Code Section 5852.1 and subsection (b)(1)(D) of Section 15146 of the California Education Code, good faith estimates of the following have been obtained from the Municipal Advisor and the Underwriter and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Series 2021 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Series 2021 Bonds, (c) the amount of proceeds of the Series 2021 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2021 Bonds, and (d) the sum total of all debt service payments on the Series 2021 Bonds calculated to the final maturity of the Series 2021 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Series 2021 Bonds. In accordance with Section 15146(d) of the California Education Code, the actual costs associated with the issuance of the Series 2021 Bonds shall be presented to this Board of Education at its next scheduled public meeting following the sale of the Series 2021 Bonds.

(e) *Costs of Issuance.* In accordance with subsection (h) of Section 15146 of the California Education Code, to the extent not contracted to be paid by the Underwriter, the Authorized Officers are each hereby authorized to cause to be

deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a paying agent set forth in Section 8, as cost of issuance administrator, proceeds of sale of the Series 2021 Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Series 2021 Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series 2021 Bonds.

Section 12. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 13. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Series 2021 Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Series 2021 Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to the Preliminary Official Statement prior to the offering and sale of the Series 2021 Bonds, the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2021 Bonds, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to the Board of Education of a revised draft of the Preliminary Official Statement with accompanying directions and instructions to members of the Board of Education to review the revised Preliminary Official Statement and provide comments to such Authorized Officer.

Section 14. Official Statement. The preparation and delivery of an Official Statement with respect to the Series 2021 Bonds, and its use by the Underwriter in connection with the offering and sale of the Series 2021 Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series 2021 Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official

Statement with respect to the Series 2021 Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 15. Investment of Proceeds. (a) *Deposit of Proceeds.* As provided in subsection (g) of Section 15146 of the California Education Code, (i) except as permitted by subsection (h) of Section 15146 of the California Education Code, the proceeds of the sale of the Series 2021 Bonds, exclusive of any premium or accrued interest received by the District, shall be deposited in the Santa Barbara County treasury to the credit of the building fund of the District, (ii) the proceeds deposited in the building fund of the District shall be drawn out as other school moneys are drawn out, and (iii) the bond proceeds withdrawn shall not be applied to any purposes other than those for which the Series 2021 Bonds were issued. In accordance with subsection (g) of Section 15146 of the California Education Code, at no time shall the proceeds of the Series 2021 Bonds be withdrawn by the District for investment outside the Santa Barbara County treasury. Amounts in the building fund of the District shall be invested so as to be available for the aforementioned disbursements and the District shall keep a written record of such disbursements. Pursuant to subsection (g) of Section 15146 of the California Education Code, any premium or accrued interest received by the District from the sale of the Series 2021 Bonds, shall be deposited in the interest and sinking fund of the District.

(b) *Investment of Proceeds.* All funds held in the interest and sinking fund of the District established for the Series 2021 Bonds shall be invested at the discretion of the Treasurer of the Santa Barbara County pursuant to State law, including California Government Code Section 53601 *et. seq.*, and the investment policy of Santa Barbara County, as either may be amended or supplemented from time to time. Proceeds of the Series 2021 Bonds held in the building fund of the District shall be invested at the discretion of the Treasurer of Santa Barbara County pursuant to State law, including California Government Code Section 53601 *et. seq.*, and the investment policy of Santa Barbara County, as either may be amended or supplemented from time to time.

(c) *Investment Agreements.* To the extent permitted by law, at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District, in investment agreements, including guaranteed investment contracts, float contracts or other investment products (collectively, "Investment Agreements"), which comply with the requirements of each rating agency then rating the Series 2021 Bonds necessary in order to maintain the then-current rating on the Series 2021 Bonds. Pursuant to Section 5922 of the California Government Code, the Board of Education hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Series 2021 Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Series 2021 Bonds and funds held to pay the Series 2021 Bonds.

Section 16. Tax Covenants. (a) *General.* The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on any Tax-Exempt Series 2021 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of each Tax-Exempt series of Series 2021 Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series 2021 Bonds.

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

(c) *Reliance on Opinion of Bond Counsel.* Notwithstanding any provision of this Section, if the District shall provide to the Treasurer of Santa Barbara County an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on any Tax-Exempt Series 2021 Bonds under Section 103 of the Code, the Treasurer of Santa Barbara County may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and each Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Section 17. Professional Services. CFW Advisory Services, LLC, shall serve as Municipal Advisor to the District for the Series 2021 Bonds. Orrick, Herrington & Sutcliffe LLP shall serve as bond counsel and disclosure counsel to the District for the Series 2021 Bonds. Raymond James & Associates, Inc., shall serve as Underwriter for the Series 2021 Bonds.

Section 18. Delegation of Authority. The Authorized Officers are, and each of them is, hereby authorized and directed, jointly and severally, to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments, and to do and cause to be done any and all things, which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

Section 19. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the issuance and sale of the Series 2021 Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 20. Debt Management Policy; Notice to California Debt and Investment Advisory Commission. With the passage of this Resolution, the Board of Education hereby certifies that the Debt Management Policy complies with California Government Code Section 8855(i), and that the Series 2021 Bonds authorized to be issued pursuant to this Resolution are consistent with such policy, and instructs Bond Counsel, on behalf of the District, with respect to each series of Series 2021 Bonds issued pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Series 2021 Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

Section 21. Electronic Signatures; DocuSign. The Board of Education hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 22. Filing with Counties. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of each County the final terms of sale of the Series 2021 Bonds, and to file with the Auditor-Controller and with the Treasurer of each County a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment of interest on the Series 2021 Bonds, and to file with the Treasurer of Santa Barbara County a proposed schedule of draws on the building fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District’s request to the Auditor-Controller of each County and the Board of Supervisors of each County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series 2021 Bonds, pursuant to law; and to the other officers of each County to levy and collect said taxes for the payment of the Series 2021 Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series 2021 Bonds the principal, interest, and premium, if any, due on the Series 2021 Bonds in each year, and to create in the Santa Barbara County treasury to the credit of the District a building fund and an interest and sinking fund pursuant to Section 15146 of the California Education Code.

Section 23. Contract with Bondholders. The provisions of this Resolution shall be a contract with each and every owner of Bonds and the duties of the District and of the Board of Education and the officers of the District shall be enforceable by any owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 24. Amendments. This Resolution may be modified or amended without the consent of the Owners in order to cure ambiguities or provide clarification, provided that such modification or amendment does not materially adversely affect the

rights of owners of Bonds. For any other purpose, this Resolution may be modified or amended only with the consent of the Owners of a majority of the aggregate principal amount of all Series 2021 Bonds then outstanding; provided that any such modification or amendment to Section 6(f) or Section 23 shall require the consent of the owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Series 2021 Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the owners so affected.

Section 25. Indemnification of each County. The District shall indemnify and hold harmless, to the extent permitted by law, each County and its respective officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors of Santa Barbara County authorizing the District to issue and sell the Series 2021 Bonds without the further action of the Board of Supervisors of Santa Barbara County pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 26. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this day, November 9, 2021.

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

ATTEST:

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

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series 2021 Bonds in compliance with Section 15146(b)(1)(D) of the California Education Code and Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the District by CFW Advisory Services, LLC, as the District's financial advisor under California Education Code Section 15146(b)(1)(C) and the District's municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and by Raymond James & Associates, Inc., the underwriter of the Series 2021 Bonds (the "Underwriter").

Principal Amount. The Municipal Advisor and the Underwriter have informed the District that, based on the District's financing plan and market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Series 2021 Bonds to be sold in a public offering is \$67,000,000 (the "Estimated Principal Amount").

True Interest Cost of the Series 2021 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2021 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Series 2021 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2021 Bonds, is 2.80%.

Finance Charge of the Series 2021 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2021 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Series 2021 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2021 Bonds), is \$544,600, as follows:

a)	Underwriter's Discount	\$184,250
b)	Credit Enhancement	206,079*
c)	Bond Counsel and Disbursements	31,010
d)	Disclosure Counsel and Disbursements	17,000
e)	Municipal Advisor and Disbursements	49,076
f)	Rating Agency	47,583
g)	Other Expenses	9,602

* A municipal bond insurance policy with respect to the Series 2021 Bonds may be obtained if economically advantageous.

Amount of Proceeds to be Received. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the

Series 2021 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of the Series 2021 Bonds, less the finance charge of the Series 2021 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Series 2021 Bonds, is \$67,370,000.

Total Payment Amount. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2021 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2021 Bonds, plus the estimated finance charge for the Series 2021 Bonds, as described above, not paid with the proceeds of the Series 2021 Bonds, calculated to the final maturity of the Series 2021 Bonds, is \$103,039,651.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series 2021 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Series 2021 Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Series 2021 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series 2021 Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Series 2021 Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series 2021 Bonds and the actual principal amount of Series 2021 Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Series 2021 Bonds will depend on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter. The Board of Education has approved the issuance of the Series 2021 Bonds with a maximum true interest cost of 4.00%.

EXHIBIT B

FORM OF SERIES 2021 BOND

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

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
(SANTA BARBARA AND SAN LUIS OBISPO COUNTIES, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2021**

Maturity Date	Interest Rate	Dated as of	CUSIP No.
August 1, 20__	_____%	_____, 2017	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on _____ 1, 20__, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Bond is issued pursuant to a Resolution adopted by the Board of Education of the District on November 9, 2021 (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank National Association, the paying agent/registrar and transfer agent of the District (the "Paying Agent"). Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15th day of the month preceding an interest payment date

(the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of bonds aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer in immediately available funds to an account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as "Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Bonds, Election of 2016, Series 2021" (the "Bonds"). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2016. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2021 (the "Bond Purchase Agreement"), by and between the District and Raymond James & Associates, Inc., as underwriter.

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

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

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

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

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by order of the Board of Education duly made and entered on its minutes. The Bonds represent an obligation payable out of the interest and sinking fund of the District, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

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

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

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

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

Countersigned:

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

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

By: _____
Authorized Officer

ASSIGNMENT

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

I.D. Number

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

Dated: _____

Signature Guarantee: _____

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

CLERK'S CERTIFICATE

I, Carol Karamitsos, Clerk of the Board of Education of the Santa Maria Joint Union High School District, County of Santa Barbara and County of San Luis Obispo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District at the regular meeting place thereof on November 9, 2021, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 2560 Skyway Drive, Santa Maria, California, a location freely accessible to members of the public, and on the District's website at <http://www.smjuhsd.k12.ca.us/?DivisionID=16591&DepartmentID=17658&ToggleSideNav=DivisionOnly> and a brief description of the resolution appeared on the agenda.

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

Dated: _____, 2021

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

APPENDIX F 2021-2022

RESOLUTION NUMBER 20 - 2021-2022

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AUTHORIZING THE SALE AND ISSUANCE OF NOT TO EXCEED \$60,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, INCLUDING REFUNDING BONDS THAT ALLOW FOR THE COMPOUNDING OF INTEREST, IN ONE OR MORE SERIES, APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE ESCROW AGREEMENTS, BOND PURCHASE AGREEMENTS AND CONTINUING DISCLOSURE CERTIFICATES, APPROVING THE FORM OF ONE OR MORE OFFICIAL STATEMENTS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

(The Bond Purchase Agreement, Escrow Agreement, Continuing Disclosure Certificate and the Preliminary Official Statement are available to view at the District Support Services Center.)

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION NUMBER 20 - 2021-2022

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AUTHORIZING THE SALE AND ISSUANCE OF NOT TO EXCEED \$60,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, INCLUDING REFUNDING BONDS THAT ALLOW FOR THE COMPOUNDING OF INTEREST, IN ONE OR MORE SERIES, APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE ESCROW AGREEMENTS, BOND PURCHASE AGREEMENTS AND CONTINUING DISCLOSURE CERTIFICATES, APPROVING THE FORM OF ONE OR MORE OFFICIAL STATEMENTS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, on April 23, 2013, the Santa Maria Joint Union High School District (the "District"), located primarily in the County of Santa Barbara ("Santa Barbara County") and partially in the County of San Luis Obispo ("San Luis Obispo County" and each, a "County"), issued the Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Bonds, Election of 2004, Series 2013 (the "Prior 2013 New Money Bonds"), in the original aggregate initial principal amount of \$14,999,872.60; and

WHEREAS, on April 23, 2013, the District issued the Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) 2013 General Obligation Refunding Bonds (the "Prior 2013 Refunding Bonds"), in the original aggregate principal amount of \$26,820,000; and

WHEREAS, on December 30, 2014, the District issued the Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Bonds, Election of 2004, Series 2014 (the "Prior 2014 Bonds," and collectively with the Prior 2013 New Money Bonds and the Prior 2013 Refunding Bonds, the "Prior Bonds" and each series of Prior Bonds, individually, a "Series of Prior Bonds"), in the original aggregate initial principal amount of \$28,996,159.05; and

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law (collectively, the "Act"), the District is authorized to issue refunding bonds to refund all or a portion of one or more Series of Prior Bonds; and

WHEREAS, it is desirable that all or a portion of one or more Series of Prior Bonds be refunded (such refunded Prior Bonds being referred to herein as the "Refunded Bonds" and each series of Refunded Bonds, individually, a "Series of Refunded Bonds"); and

WHEREAS, in order to refund all or a portion of one or more Series of Prior Bonds, it is desirable that the District issue one or more series of refunding bonds to be designated the “Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Refunding Bonds,” with such additional or other series designations as may be approved as herein provided (collectively, the “Refunding Bonds” and each series of Refunding Bonds, individually, a “Series of Refunding Bonds”), according to the terms and in the manner herein provided; and

WHEREAS, the District desires to secure the timely payment of all or a portion of the principal of and interest on each Series of Refunding Bonds by obtaining a bond insurance policy with respect thereto, if such a policy is available and determined to be economically advantageous; and

WHEREAS, the moneys to pay and redeem each Series of Refunded Bonds will be applied to such purpose pursuant to one or more Escrow Agreements by and between the District and the paying agent for such Series of Prior Bonds, as paying agent and as escrow bank (each such Escrow Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as an “Escrow Agreement”); and

WHEREAS, the Board of Education of the District (the “Board of Education”) desires to authorize the sale of each Series of Refunding Bonds by a negotiated sale pursuant to one or more Bond Purchase Agreements (each such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as a “Bond Purchase Agreement”) to be entered into with Raymond James & Associates, Inc., as underwriter (the “Underwriter”); and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Refunding Bonds, the Underwriter must have reasonably determined that the District has undertaken in a written agreement or contract for the benefit of the holders of the Refunding Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver one or more Continuing Disclosure Certificates (each such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as a “Continuing Disclosure Certificate”); and

WHEREAS, a form of the Preliminary Official Statement to be distributed in connection with a public offering of the initial Series of Refunding Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”); and

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Escrow Agreement;

- (b) the Bond Purchase Agreement;
- (c) the Continuing Disclosure Certificate; and
- (d) the Preliminary Official Statement; and

WHEREAS, California Government Code Section 5852.1 requires that the Board of Education obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, in compliance with California Government Code Section 5852.1, the Board of Education has obtained from CFW Advisory Services, LLC, as financial advisor and as municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the “Municipal Advisor”), and from the Underwriter the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto; and

WHEREAS, the District has previously adopted a local debt policy (the “Debt Management Policy”) that complies with California Government Code Section 8855(i), and the District’s sale and issuance of one or more Series of Refunding Bonds as contemplated by this Resolution is in compliance with the Debt Management Policy; and

WHEREAS, the Santa Barbara County Superintendent of Schools has jurisdiction over the District; and

WHEREAS, the Board of Education desires that each County levy and collect a tax on all taxable property within the District sufficient to provide for payment of each Series of Refunding Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors (each, a “Board of Supervisors”) of each County, the Auditor-Controller of Santa Barbara County (together with any authorized deputy thereof, the “Santa Barbara County Auditor-Controller”), the Auditor-Controller of San Luis Obispo County (together with any authorized deputy thereof, the “San Luis Obispo County Auditor-Controller”), the Treasurer-Tax Collector of Santa Barbara County (together with any authorized deputy thereof, the “Santa Barbara County Treasurer”), the Treasurer-Tax Collector of San Luis Obispo County (together with any authorized deputy thereof, the “San Luis Obispo County Treasurer”), and other officials of each County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of each Series of Refunding Bonds and such portion of the Prior Bonds as shall remain outstanding following the issuance of the related Series of Refunding Bonds; and

WHEREAS, the District desires to proceed to issue and sell one or more Series of Refunding Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of each such Series of Refunding Bonds; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, California, as follows:

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

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

"Act" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law.

"Auditor-Controller" means the Auditor-Controller of each County, as applicable, or any authorized deputy thereof.

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

"Board of Education" means the Board of Education of the District.

"Board of Supervisors" means the Board of Supervisors of each County, as applicable.

"Bond Purchase Agreement" means the applicable Bond Purchase Agreement relating to the sale of the related Series of Refunding Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

"Bonds" means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter-approved measures of the District, including bonds approved by the voters of the District on November 7, 2000, November 2, 2004 and November 8, 2016, as all such Bonds are required by State law to be paid from the interest and sinking fund of the District.

"Capital Appreciation Bonds" means Refunding Bonds accreting interest semiannually to the maturity date thereof payable in accordance with Section 6(e) hereof.

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

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Certificate” means the applicable Continuing Disclosure Certificate executed and delivered by the District relating to a Series of Refunding Bonds.

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

“Convertible Capital Appreciation Bonds” means those Refunding Bonds accreting interest semiannually to the Conversion Date thereof and bearing interest payable semiannually on a current basis from and after the Conversion Date thereof, all in accordance with Section 6(f) hereof.

“County” or **“Counties”** means the County of Santa Barbara and the County of San Luis Obispo, as applicable, each a county and political subdivision of the State of California organized and existing under the laws of the State of California, and any successor thereto.

“Current Interest Bonds” means those Refunding Bonds bearing interest payable semiannually on a current basis in accordance with Section 6(d) hereof.

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

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for Refunding Bonds, including any such successor thereto appointed pursuant to Section 10 hereof.

“Interest Date” means February 1 and August 1 of each year, (a) commencing on February 1, 2022, with respect to the Current Interest Bonds and, for purposes of compounding interest on the Capital Appreciation Bonds and, prior to their Conversion Dates, Convertible Capital Appreciation Bonds, commencing on February 1, 2022, or such other dates as may be set forth in the Bond Purchase Agreement, and (b) with respect to Convertible Capital Appreciation Bonds, from and after their Conversion Date, commencing on the February 1 or August 1 immediately following such Conversion Date, or such other dates as may be set forth in the Bond Purchase Agreement.

“Official Statement” means the applicable Official Statement of the District relating to the related Series of Refunding Bonds.

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

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

“Paying Agent” means U.S. Bank National Association, or any bank, trust company, national banking association or other financial institution or the Treasurer of Santa Barbara County appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the Refunding Bonds in accordance with Section 9 hereof.

“Preliminary Official Statement” means the applicable Preliminary Official Statement of the District relating to the related Series of Refunding Bonds.

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

“Redemption Date” shall have the meaning set forth in Section 13 hereof.

“Refunding Bonds” means the Bonds authorized and issued pursuant to this Resolution, in one or more series or subseries, designated the “Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Refunding Bonds,” with such additional or other series or subseries designations as may be approved as herein provided.

“Registration Books” means the books for the registration and transfer of the Refunding Bonds maintained by the Paying Agent in accordance with Section 9(d) hereof.

“State” means the State of California.

“Tax Certificate” means the applicable Tax Certificate with respect to a Series of Refunding Bonds not issued as Taxable Bonds, executed by the District, dated the date of issuance of such Series of Refunding Bonds.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“Taxable Bonds” means those Refunding Bonds the interest on which is not Tax-Exempt.

“Treasurer” means Treasurer-Tax Collector of each County, as applicable, or any authorized delegate thereof.

“Underwriter” means Raymond James & Associates, Inc., as underwriter.

Section 3. Determination. The Board of Education hereby determines that prudent management of the fiscal affairs of the District requires that, subject to the provisions of Section 12 hereof, the District issue one or more Series of Refunding

Bonds under the provisions of the Act to refund all or a portion of any Series of Prior Bonds.

Section 4. Authorization and Designation of Refunding Bonds. Subject to the provisions of Section 12 hereof, the issuance from time to time (but not later than one year from the date of adoption hereof) of one or more Series of Refunding Bonds, in the aggregate principal amount of not to exceed \$60,000,000, on the terms and conditions set forth, and subject to the limitations specified, herein, is hereby authorized and approved. Each Series of Refunding Bonds shall be dated, shall accrue or accrete interest at the rates, shall mature on the dates, and shall be as otherwise provided in the related Bond Purchase Agreement, as the same shall be completed as provided in this Resolution. The Refunding Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds and/or Convertible Capital Appreciation Bonds, or any combination thereof, all as provided in Section 6 hereof.

Section 5. Form of Bonds; Execution. (a) *Form of Refunding Bonds.* Each Series of Refunding Bonds shall be issued in fully registered form without coupons. The Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds, and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the forms attached hereto as Exhibit B, Exhibit C and Exhibit D, respectively, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Refunding Bonds.* The Refunding Bonds shall be signed by the manual or facsimile signature of the President of the Board of Education, and countersigned by the manual or facsimile signature of the Clerk or Secretary of the Board of Education (or the designee of any of such respective officers if any are unavailable). The Refunding Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

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

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

Section 6. Terms of Bonds. (a) *Date of Refunding Bonds.* The Current Interest Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the applicable Bond Purchase Agreement. The Capital Appreciation Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the applicable Bond Purchase Agreement. The Convertible Capital Appreciation Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the applicable Bond Purchase Agreement.

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

(c) *Maturity.* Each Series of Refunding Bonds shall mature on the date or dates, in each of the years, in the principal amounts, maturity value or stated values at their Conversion Date, as applicable, and in the aggregate principal amount as shall be set forth in the applicable Bond Purchase Agreement. No Refunding Bond shall mature later than the latest maturity date of the corresponding Refunded Bonds. No Refunding Bond shall have principal maturing on more than one principal maturity date.

The Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds may mature in the same year or years as any other Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds, without limitation. The aggregate principal amount of the Refunding Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds shall not exceed \$60,000,000.

(d) *Interest; Current Interest Bonds.* The Current Interest Bonds shall bear interest at an interest rate or rates not to exceed 8.00% per annum, payable on such semiannual dates of each year as shall be set forth in the applicable Bond Purchase Agreement, commencing on the Interest Date set forth in the applicable Bond Purchase Agreement, computed on the basis of a 360-day year of twelve 30-day months. Each Current Interest Bond shall bear interest from the Interest Date for such Current Interest Bond next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date, and on or prior to the succeeding Interest Date for such Current Interest Bond, in which event it shall bear interest from such Interest Date for such Current Interest Bond, or unless it is authenticated on or before the Record Date preceding the first Interest Date for such Current Interest Bond, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Current Interest Bond, interest is in default on any outstanding Current Interest Bonds of such Series, such Current Interest Bond shall bear interest from the Interest Date for such Current Interest Bond to which interest has previously been paid or made available for payment on the outstanding Current Interest Bonds of such Series.

(e) *Interest; Capital Appreciation Bonds.* The Capital Appreciation Bonds shall not bear current interest; each Capital Appreciation Bond shall accrete in value daily over the term to its maturity (on the basis of a 360-day year consisting of twelve 30-day months), from its initial principal (denominational) amount on the date of issuance thereof to its stated maturity value at maturity thereof, on the basis of a constant interest

rate or rates (which shall not exceed 8.00% per annum) compounded semiannually on each Interest Date (with straight-line interpolations between Interest Dates). The accreted value per \$5,000 maturity value of the Capital Appreciation Bonds on each Interest Date shall be given for reference in a table of accreted values to appear in the Capital Appreciation Bonds; provided, however, that the accreted value determined in accordance with this Section shall prevail over any different accreted value given in such table. Interest on the Capital Appreciation Bonds shall be payable only upon maturity or prior redemption thereof.

(f) *Interest; Convertible Capital Appreciation Bonds.* The Convertible Capital Appreciation Bonds shall not bear current interest prior to their respective Conversion Dates; each Convertible Capital Appreciation Bond shall accrete in value daily from its principal (denominational) amount on the date of issuance thereof to its stated value at the Conversion Date thereof (on the basis of a 360-day year consisting of twelve 30-day months), on the basis of a constant interest rate or rates (which shall not exceed 8.00% per annum) compounded semiannually on each Interest Date (with straight-line interpolations between Interest Dates). From and after the respective Conversion Date of a Convertible Capital Appreciation Bond, such Convertible Capital Appreciation Bonds shall bear current interest on the accreted value thereof at interest rates not to exceed 8.00% per annum, computed on the basis of a 360-day year of twelve 30-day months, payable on the Interest Dates in each year following its Conversion Date. Following the Conversion Date with respect thereto, each Convertible Capital Appreciation Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date following its Conversion Date, in which event it shall bear interest from its Conversion Date; provided, however, that if, at the time of authentication of any Convertible Capital Appreciation Bond, interest is in default on any outstanding Convertible Capital Appreciation Bonds, such Convertible Capital Appreciation Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Convertible Capital Appreciation Bonds. The Convertible Capital Appreciation Bonds shall have Conversion Dates on the date or dates, in each of the years, as shall be set forth in the Bond Purchase Agreement.

(g) *Tax-Exempt or Taxable.* Each Series of Refunding Bonds or portion thereof may be issued such that the interest on such Series of Refunding Bonds or portion thereof is Tax-Exempt or such that the interest on such Series of Refunding Bonds or portion thereof is not Tax-Exempt. The Board of Education hereby finds and determines that, pursuant to Section 5903 of the California Government Code, the interest payable on each Series of Refunding Bonds or portion thereof issued as Taxable Bonds will be subject to federal income taxation under the Code in existence on the date of issuance of such Series of Refunding Bonds.

Section 7. Payment of Bonds. (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on each Series of Refunding Bonds, and fees and expenses of the Paying Agent, insofar as permitted by law, including specifically Section 15232 of the California Education Code, shall be

raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District. The Board of Supervisors and officers of each County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on each Series of Refunding Bonds in such year, and to pay from such taxes all amounts due on such Refunding Bonds. The Board of Supervisors of each County, the Santa Barbara County Auditor-Controller, the San Luis Obispo County Auditor-Controller, the Santa Barbara County Treasurer, the San Luis Obispo County Treasurer and other officials of each County are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the District sufficient to provide for payment of all principal of and interest on each Series of Refunding Bonds, and all fees and expenses of the Paying Agent, insofar as permitted by law, including specifically Section 15232 of the California Education Code, as the same shall become due and payable, and to apply moneys in the interest and sinking fund of the District as necessary to the payment of such Series of Refunding Bonds, as provided herein, and to provide for the payment of any portion of any such Series of Prior Bonds which are to remain outstanding pursuant to the authorizing resolution or paying agent agreement, as applicable, under which such bonds were issued. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, to transmit a certified copy of this Resolution and the debt service schedule for each Series of Refunding Bonds to the Board of Supervisors of each County, the Santa Barbara County Auditor-Controller, the San Luis Obispo County Auditor-Controller, the Santa Barbara County Treasurer and the San Luis Obispo County Treasurer in sufficient time to permit each County to establish tax rates and necessary funds or accounts for each Series of Refunding Bonds, and the Board of Education hereby requests that the Board of Supervisors of each County adopt a resolution to levy the appropriate taxes as herein provided.

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

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

(d) *Interest and Sinking Fund.* Principal and interest due on each Series of Refunding Bonds shall be paid from the interest and sinking fund of the District as provided in Section 15146 of the California Education Code.

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

(f) *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of each County for the payment of Bonds of the District and amounts on deposit in the interest and sinking fund of the District to the payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds and successors thereto. The property taxes and amounts held in the interest and sinking fund of the District shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund of the District to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge are or were issued to finance (or refinance) one or more of the projects specified in the applicable voter-approved measure.

(g) *Insurance.* The payment of principal of and interest on all or a portion of any Series of Refunding Bonds may be secured by a municipal bond insurance policy as shall be described in the applicable Bond Purchase Agreement. The applicable Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized and directed to apply for, or cause to be applied for, municipal bond insurance for each Series of Refunding Bonds and to obtain such insurance if doing so puts such Series of Refunding Bonds (or portion thereof) and the marketing thereof on an economically advantageous basis, and is deemed to be in the best interests of the District. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract. If the Authorized Officers so deem and obtain municipal bond insurance, and such insurance is issued by a mutual insurance company, the Authorized Officers are each hereby authorized and directed to enter into any required mutual insurance agreement substantially in such insurer's standard form with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of such agreement by such Authorized Officer.

Section 8. Redemption Provisions. (a) *Optional Redemption.* Each Series of Refunding Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the applicable Bond Purchase Agreement.

The applicable Bond Purchase Agreement may provide that the related Series of Refunding Bonds shall not be subject to optional redemption., and may provide separate and distinct redemption provisions for the Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds.

(b) *Selection.* If less than all of a Series of Refunding Bonds (Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds), if any, are subject to such redemption and are called for redemption, such Refunding Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Refunding Bonds of any given maturity of a Series are called for redemption, the portions of such Refunding Bonds of a given maturity to be redeemed shall be determined by lot in any manner deemed fair by the Paying Agent (or as otherwise set forth in the applicable Bond Purchase Agreement).

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

(d) *Notice of Redemption.* Notice of any redemption of the Refunding Bonds of a Series shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to Santa Barbara County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the applicable Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series of Refunding Bonds and the date of issue of such Series of Refunding Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Refunding Bonds to be redeemed; (vi) if less than all of the Refunding Bonds of any maturity of a Series are to be redeemed, the distinctive numbers of the Refunding Bonds of each maturity of such Series to be redeemed; (vii) in the case of Refunding Bonds of a Series redeemed in part only, the respective portions of the principal amount of the Refunding Bonds of each maturity of such Series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Refunding Bonds to be redeemed; (ix) a statement that such Refunding Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such

Refunding Bonds will not accrue or accrete after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

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

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Refunding Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Refunding Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue or accrete thereon as of the redemption date, and upon presentation and surrender of such Refunding Bonds at the place specified in the notice of redemption, such Refunding Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Refunding Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the interest and sinking fund of the District or the trust fund established for such purpose. All Refunding Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

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

(g) *Funds for Redemption.* Prior to or on the redemption date of any Refunding Bonds there shall be available in the interest and sinking fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Refunding Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Refunding Bonds to be redeemed upon presentation and surrender of such Refunding Bonds, provided that all monies in the interest and sinking fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the interest and sinking fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Refunding Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the interest and sinking fund of the District or otherwise

held in trust for the payment of redemption price of the Refunding Bonds, the monies shall be held in or returned or transferred to the interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of Bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such Bonds. If no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Refunding Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Refunding Bonds of a Series all or any part of the principal, interest and premium, if any, on such Refunding Bonds at the times and in the manner provided herein and in such Refunding Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners of such Refunding Bonds shall cease to be entitled to the obligation of the District and each County as provided in Section 7 hereof, and such obligation and all agreements and covenants of the District and of each County to such Owners hereunder and under such Refunding Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by such Refunding Bonds, but only out of monies on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

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

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

Section 9. Paying Agent. (a) *Appointment; Payment of Fees and Expenses.* The Board of Education does hereby consent to and confirm the appointment of U.S. Bank National Association, to act as the initial Paying Agent for each Series of Refunding Bonds. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the

applicable Series of Refunding Bonds, or from the interest and sinking fund of the District, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, such fees and expenses shall be paid by the District.

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

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

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District and each County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Refunding Bonds as provided in Sections 10 and 11 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Refunding Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District or either County in a format mutually agreeable to the Paying Agent, the District and each County.

(e) *Merger or Consolidation.* Any bank, national banking association or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (b) of this Section shall be the successor to such Paying Agent, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10. Transfer Under Book-Entry System; Discontinuation of Book-Entry System. (a) *Appointment of Depository; Book-Entry System.* Unless otherwise specified in the applicable Bond Purchase Agreement, DTC is hereby appointed depository for each Series of Refunding Bonds and each Series of Refunding Bonds shall be issued in book-entry form only, and shall be initially registered in the name of

Cede & Co., as nominee of DTC. One bond certificate shall be issued for each maturity of each Series or subseries of the Current Interest Bonds, the Capital Appreciation Bonds, and the Convertible Capital Appreciation Bonds; provided, however, that if different CUSIP numbers are assigned to Refunding Bonds of a Series maturing in a single year or, if Refunding Bonds of a Series maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Refunding Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 11 hereof:

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

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

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

(b) *Transfers.* In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Refunding Bond for each maturity of each Series shall be executed and delivered (in the case of Current Interest Bonds, in the aggregate principal amount of such Current Interest Bonds then outstanding, in the case of Capital Appreciation Bonds, in the aggregate maturity value of such Capital Appreciation Bonds then outstanding, and in the case of Convertible Capital Appreciation Bonds, in the aggregate accreted value at the Conversion Date of such Convertible Capital Appreciation Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Refunding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Refunding Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 6 hereof and the receipt of such a written request of the District, and thereafter, the Refunding Bonds shall be

transferred pursuant to the provisions set forth in Section 11 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than 60 days after the receipt of any such written request of the District.

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

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

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

Section 11. Transfer and Exchange. (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 10 hereof, or upon the initial delivery of a Series of Refunding Bonds not registered in the name of Cede & Co., as nominee of DTC, any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Refunding Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Refunding Bond or Refunding Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 5 hereof, a new Refunding Bond or Refunding Bonds, of the same series, maturity, interest payment mode, Interest Dates and interest rate or rates (in the case of Current Interest Bonds, for a like aggregate principal amount, in the case of Capital Appreciation Bonds, for a like aggregate maturity value, and in the case of Convertible Capital Appreciation Bonds, for a like aggregate accreted value at the Conversion Date). The Paying Agent may require the payment by any Owner of Refunding Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Refunding Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the

applicable Series of Refunding Bonds for redemption, and (ii) after any Refunding Bond has been selected for redemption.

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

Whenever any Refunding Bond or Refunding Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 5 hereof, a new Refunding Bond or Refunding Bonds of the same series, maturity, interest payment mode, Interest Dates and interest rate or rates (in the case of Current Interest Bonds, for a like aggregate principal amount, in the case of Capital Appreciation Bonds, for a like aggregate maturity value, and in the case of Convertible Capital Appreciation Bonds, for a like aggregate accreted value at the Conversion Date). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

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

Section 12. Sale of Bonds. Because of the need for flexibility in timing the sale of the Refunding Bonds in order to achieve maximum interest cost savings, the Board of Education hereby determines to sell each Series of Refunding Bonds by a negotiated sale. The Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver one or more Bond Purchase Agreements in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the applicable Bond Purchase Agreement by such Authorized Officer; provided, however, that (i) no Series of Refunding Bonds shall be authorized in a principal amount which, when combined with the principal amount of all Series of Refunding Bonds previously authorized and issued pursuant hereto, is in excess of \$60,000,000, (ii) no Series of Refunding Bonds shall have a final maturity date later than the latest maturity date of the corresponding Refunded Bonds, (iii) the interest rate or rates on the Current Interest Bonds and, from and after their Conversion Dates, the Convertible Capital Appreciation Bonds, shall not exceed 8.00% per annum, (iv) the Capital Appreciation Bonds and, to their Conversion Dates, the Convertible Capital Appreciation Bonds, shall accrete in value at a compounded interest rate or rates not to exceed 8.00% per annum, (v) the total net interest cost to maturity of each applicable Series of Refunding Bonds, plus the principal amount of such Series of Refunding Bonds, shall not be in excess of the total net interest cost to maturity of the applicable Refunded Bonds, plus the principal amount of such Refunded Bonds, and

(vi) the underwriter's discount (not including any original issue discount) shall not exceed 0.30% of the aggregate principal amount of the corresponding Series of Refunding Bonds.

Section 13. Designated Costs of Issuing Refunding Bonds. The refunding of all or a portion of each Series of Prior Bonds is hereby approved. Each such refunding shall be accomplished by paying the principal of and interest on the applicable Series of Refunded Bonds due and payable through and including the earliest practicable date for which notice of redemption can be given (the "Redemption Date") and redeeming such Series of Refunded Bonds on the Redemption Date and paying the redemption price therefor, plus unpaid, accrued interest thereon to the Redemption Date. In accordance with Section 53553 of the Act, with respect to each Series of Refunding Bonds, the Board of Education hereby designates the following costs and expenses as the "designated costs of issuing the refunding bonds:"

(i) all expenses incident to the calling, retiring, or paying of the applicable Refunded Bonds and incident to the issuance of such Series of Refunding Bonds, including the charges of any escrow agent or trustee in connection with the issuance of such Series of Refunding Bonds or in connection with the redemption or retirement of such Refunded Bonds;

(ii) the interest upon the applicable Refunded Bonds from the date of sale of such Series of Refunding Bonds to the date upon which the applicable Refunded Bonds will be paid pursuant to call; and

(iii) any premium necessary in the calling or retiring of such Refunded Bonds.

Section 14. Escrow Agreement. The form of Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver one or more Escrow Agreements in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the applicable Escrow Agreement by such Authorized Officer.

Section 15. Continuing Disclosure Certificate. The form of Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver one or more Continuing Disclosure Certificates in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution of the applicable Continuing Disclosure Certificate by such Authorized Officer.

Section 16. Preliminary Official Statement. The form of Preliminary Official Statement relating to the first issuance of Refunding Bonds, in substantially the form

submitted to this meeting and made a part hereof as though set forth in full herein, with such changes therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of such Refunding Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized, and any one of the Authorized Officers is hereby directed, to certify on behalf of the District that the information contained in such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to such Preliminary Official Statement prior to the offering and sale of the initial Refunding Bonds, the use of the Preliminary Official Statement in connection with the offering and sale of such Refunding Bonds, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to this Board of Education of a revised draft of such Preliminary Official Statement with accompanying directions and instructions to members of this Board of Education to review such revised Preliminary Official Statement and provide comments to such Authorized Officer. For subsequent Series of Refunding Bonds, if any, the preparation of a Preliminary Official Statement with respect to each such subsequent Series of Refunding Bonds, similar in form and content to the Preliminary Official Statement relating to the first Series of Refunding Bonds but with such updates as shall be deemed necessary, is hereby authorized and approved, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer and its use in connection with the offering and sale of each such subsequent Series of Refunding Bonds, which are also hereby authorized, shall follow the distribution to this Board of Education of a substantially complete draft of a Preliminary Official Statement relating to such Series of Refunding Bonds with accompanying directions and instructions to members of this Board of Education to review such Preliminary Official Statement and provide comments to such Authorized Officer.

Section 17. Official Statement. The preparation and delivery of a final Official Statement with respect to a Series of Refunding Bonds and its use in connection with the offering and sale of such Series of Refunding Bonds are hereby authorized and approved. Each Official Statement shall be in substantially the form of the related Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, to execute each final Official Statement, and any amendment or supplement thereto, for and in the name of the District.

Section 18. Tax Covenants. (a) *General.* The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on any Tax-Exempt Refunding Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of any Tax-Exempt Refunding Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Refunding Bonds.

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

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

Section 19. Cost of Issuance. The Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a Paying Agent set forth in Section 9, as cost of issuance administrator, proceeds of the sale of each Series of Refunding Bonds, in an amount as shall be set forth in the applicable Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of such Series of Refunding Bonds.

Section 20. Professional Services. In connection with the issuance of Refunding Bonds, CFW Advisory Services, LLC, is hereby appointed to serve as Municipal Advisor to the District, Raymond James & Associates, Inc. is hereby appointed to serve as the Underwriter for the Refunding Bonds, and Orrick, Herrington & Sutcliffe LLP is hereby appointed to serve as Bond Counsel to the District and as Disclosure Counsel to the District.

Section 21. Delegation of Authority. The officers and employees of the District are, and each of them hereby is, authorized and directed to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments and to do and cause to be done any and all acts and things necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 22. Approval of Actions. All actions heretofore taken by the officers and employees of the District with respect to the issuance and sale of the Refunding Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 23. Debt Management Policy; Notice to California Debt and Investment Advisory Commission. With the passage of this Resolution, the Board of Education hereby certifies that the Debt Management Policy complies with California

Government Code Section 8855(i), and that the Refunding Bonds authorized to be issued pursuant to this Resolution are consistent with such policy, and instructs Bond Counsel, on behalf of the District, with respect to each Series of Refunding Bonds issued pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Refunding Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

Section 24. Electronic Signatures; DocuSign. The Board of Education hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 25. Contract with Bondholders. The provisions of this Resolution shall be a contract with each and every owner of Bonds and the duties of the District and of the Board of Education and the officers of the District shall be enforceable by any owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 26. Amendments. This Resolution may be modified or amended without the consent of the Owners in order to cure ambiguities or provide clarification, provided that such modification or amendment does not materially adversely affect the rights of owners of Bonds. For any other purpose, this Resolution may be modified or amended only with the consent of the Owners of a majority of the aggregate principal amount of all Refunding Bonds then outstanding; provided that any such modification or amendment to Section 7(f) or Section 25 shall require the consent of the owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Refunding Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the owners so affected.

Section 27. Interpretation. The terms of this Resolution shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the issuance of, and issue, from time to time, one or more Series of Refunding Bonds in accordance with the provisions of the agreements, documents, certificates and instruments described herein and the Act on the terms set forth in this Resolution.

Section 28. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this day, November 9, 2021.

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

ATTEST:

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

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Refunding Bonds in compliance with Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the District by CFW Advisory Services, LLC, the District's municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and by Raymond James & Associates, Inc., the underwriter of the Refunding Bonds (the "Underwriter").

Principal Amount. The Municipal Advisor and the Underwriter have informed the District that, based on the District's financing plan and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Refunding Bonds to be sold in a public offering is \$60,000,000 (the "Estimated Principal Amount").

True Interest Cost of the Refunding Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Refunding Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and Interest Dates to the purchase price received for the Refunding Bonds, is 2.40%.

Finance Charge of the Refunding Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Refunding Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Refunding Bonds), is \$683,229, as follows:

a)	Underwriter's Discount	\$247,500
b)	Credit Enhancement	225,000*
c)	Bond Counsel and Disbursements	44,490
d)	Disclosure Counsel and Disbursements	20,000
e)	Municipal Advisor and Disbursements	65,924
f)	Rating Agency	63,917
g)	Other Expenses	16,398

* A municipal bond insurance policy with respect to the Refunding Bonds may be obtained if economically advantageous.

Amount of Proceeds to be Received. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Refunding Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of the Refunding Bonds, less the finance

charge of the Refunding Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, is \$58,372,254.

Total Payment Amount. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Refunding Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Refunding Bonds, plus the estimated finance charge for the Refunding Bonds, as described above, not paid with the proceeds of the Refunding Bonds, calculated to the final maturity of the Refunding Bonds, is \$73,436,417.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Refunding Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Refunding Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Refunding Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Refunding Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Refunding Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Refunding Bonds and the actual principal amount of Refunding Bonds sold will be determined by the District based on various factors. The actual interest rates borne by the Refunding Bonds will depend on market conditions at the time of sale thereof. The actual amortization of the Refunding Bonds will also depend, in part, on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter.

EXHIBIT B

FORM OF CURRENT INTEREST BOND

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

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
(SANTA BARBARA AND SAN LUIS OBISPO COUNTIES, CALIFORNIA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 20__
[(FEDERALLY TAXABLE)]**

CURRENT INTEREST BOND

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

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Date next preceding the date of authentication of this Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless this Bond is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on _____ 1, 20__, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Bond is issued pursuant to a Resolution adopted by the Board of Education of the District on November 9, 2021 (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of the paying agent/registrar and transfer agent of the District (the "Paying Agent"), initially U.S. Bank National Association. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner

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

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as "Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Refunding Bonds, Series 20__ [(Federally Taxable)]" (the "Bonds"). The Bonds were authorized by the Resolution and are issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable law. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2021 (the "Purchase Agreement"), by and between the District and Raymond James & Associates, Inc.

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

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

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

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

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by order of the Board of Education duly made and entered on its minutes. The Bonds represent an obligation payable out of the interest and sinking fund of the District, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

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

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

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

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

Countersigned:

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

**U.S. BANK NATIONAL
ASSOCIATION**, as agent

By: _____
Authorized Officer

ASSIGNMENT

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

I.D. Number

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

Dated: _____

Signature Guarantee: _____

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

EXHIBIT C

FORM OF CAPITAL APPRECIATION BOND

Number UNITED STATES OF AMERICA Amount
R- STATE OF CALIFORNIA \$
COUNTY OF SANTA BARBARA AND COUNTY OF SAN LUIS OBISPO

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
(SANTA BARBARA AND SAN LUIS OBISPO COUNTIES)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 20
[(FEDERALLY TAXABLE)]

CAPITAL APPRECIATION BOND

Maturity Date Interest Rate Dated as of CUSIP No.
August 1, 20 % 20

Registered Owner: CEDE & CO.

Initial Principal Amount: DOLLARS

Accreted Value at Maturity: DOLLARS

Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date set forth above or upon prior redemption hereof, in lawful money of the United States of America, the accreted value hereof on such date, consisting of the Initial Principal Amount hereof plus interest accrued thereon to such date, commencing on the date hereof, compounded on February 1 and August 1 of each year commencing on 1, 20, at the Interest Rate specified above, assuming in any such semiannual period that such interest accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, until the obligation represented hereby shall have been discharged, as provided in the Resolution adopted by the Board of Education of the District on November 9, 2021 (the "Resolution"). The accreted value hereof shall be determined in accordance with the Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any accreted value determined in accordance with the Resolution shall prevail over any accreted values given in the Table of Accreted Values. Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The accreted value hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank National

Association, the paying agent/registrars and transfer agent of the District (the "Paying Agent").

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying tenors, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as "Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Refunding Bonds, Series 20__ [(Federally Taxable)]" (the "Bonds"). The Bonds were authorized by the Resolution and are issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable law. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2021 (the "Purchase Agreement"), by and between the District and Raymond James & Associates, Inc.

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

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

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

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

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the

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

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

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

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

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

Countersigned:

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

**U.S. BANK NATIONAL
ASSOCIATION**, as agent

By: _____
Authorized Officer

ASSIGNMENT

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

I.D. Number

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

Dated: _____

Signature Guarantee: _____

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

CAPITAL APPRECIATION BOND
TABLE OF ACCRETED VALUES

EXHIBIT D

FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND

Number UNITED STATES OF AMERICA Amount
R- STATE OF CALIFORNIA \$
COUNTY OF SANTA BARBARA AND COUNTY OF SAN LUIS OBISPO

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
(SANTA BARBARA AND SAN LUIS OBISPO COUNTIES, CALIFORNIA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 20
[(FEDERALLY TAXABLE)]

CONVERTIBLE CAPITAL APPRECIATION BOND

Maturity Date Interest Rate Conversion Dated as of CUSIP No.
Date
August 1, 20 % 20

Registered Owner: CEDE & CO.

Principal Amount: DOLLARS

Accreted Value at Conversion Date: DOLLARS

Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date specified above or upon prior redemption hereof, in lawful money of the United States of America, the accreted value hereof on such date, consisting of the Principal Amount hereof plus interest accrued thereon to the Conversion Date specified above, commencing on the date hereof, compounded on February 1 and August 1 of each year commencing on 1, 20, at the Interest Rate per annum specified above, assuming in any such semiannual period that such interest accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, and from and after said Conversion Date to pay interest on said accreted value as of said Conversion Date in like lawful money from the Interest Date next preceding the date of authentication of this Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date) at the Interest Rate per annum stated above, payable commencing on the February 1 or August 1 first following said Conversion Date, and thereafter on February 1 and August 1 in each year, until the obligation represented hereby shall have been discharged, as provided in the Resolution adopted by the Board of Education of the District on November 9, 2021 (the "Resolution"), upon the surrender hereof at the principal corporate trust office of U.S.

Bank National Association, the paying agent/registrar and transfer agent of the District (the "Paying Agent"). The accreted value hereof shall be determined in accordance with the Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any accreted value determined in accordance with the Resolution shall prevail over any accreted values given in the Table of Accreted Values. Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

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

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying tenors, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as "Santa Maria Joint Union High School District (Santa Barbara and San Luis Obispo Counties, California) General Obligation Refunding Bonds, Series 20__ [(Federally Taxable)]" (the "Bonds"). The Bonds were authorized by the Resolution and are issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable law. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 20__ (the "Purchase Agreement"), by and between the District and Raymond James & Associates, Inc.

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

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

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

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

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

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

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

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

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

Countersigned:

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

**U.S. BANK NATIONAL
ASSOCIATION**, as agent

By: _____
Authorized Officer

ASSIGNMENT

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

I.D. Number

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

Dated: _____

Signature Guarantee: _____

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

CONVERTIBLE CAPITAL APPRECIATION BOND
TABLE OF ACCRETED VALUES

CLERK'S CERTIFICATE

I, Carol Karamitsos, Clerk of the Board of Education of the Santa Maria Joint Union High School District, County of Santa Barbara and County of San Luis Obispo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District at the regular meeting place thereof on November 9, 2021, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 2560 Skyway Drive, Santa Maria, California, a location freely accessible to members of the public, and on the District's website at <http://www.smjuhsd.k12.ca.us/?DivisionID=16591&DepartmentID=17658&ToggleSideNav=DivisionOnly> and a brief description of the resolution appeared on the agenda.

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

Dated: _____, 2021

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