# Meeting Packet

## Governing Board Agenda

# Governing Board Agenda

## CABRILLO UNIFIED SCHOOL DISTRICT

District Office Board Room
498 Kelly Avenue, Half Moon Bay, CA 94109
Thursday, August 10, 2017, 7:00 PM
(Closed Session 6:00 P.M.)

## 1. CALL TO ORDER - 6:00 P.M.

## 2. ROLL CALL / QUORUM

___ Ms. Freya McCamant, President
___ Mr. Rob Pappalardo, Vice President
___ Ms. Sophia Layne, Clerk to the Governing Board
___ Ms. Kimberly Hines, Member
___ Dr. Kirk Riemer Ph.D, Member

## 3. COMMENTS FROM THE PUBLIC RELATED TO ITEMS ON THE CLOSED SESSION AGENDA

Anyone wishing to address the Board regarding any of the Closed Session matters may do so at this time.

## 4. RECESS TO CLOSED SESSION

a. Pupil Personnel/Student Matters (Education Code §35146).

   The Board may hear expulsion cases and consider the requests from students for re-admittance following expulsion. Also, the Board may review student disciplinary reports, exemption requests, and other student related matters that are regarded to be confidential according to Education Code. The Education Code requires closed session in these cases to prevent disclosure of confidential student record information.

b. Public Employee Discipline/Dismissal/Release (Government Code §54954.5, §54957).

c. With respect to every item of business to be discussed in closed session pursuant to (Government Code §54957.6): Update School Facilities Construction.

d. Conference with legal counsel – existing litigation (Subdivision (d)(1) of section 54956.9 Cabrillo Unified School District v. West Bay Builders, Inc. now known as Thompson Builders Corporation, San Mateo Superior Court Case No. 17-CIV-00937

e. Conference Regarding Labor Negotiations with District-Designated Representatives Dannis/Wolliver/Kelley, Jane Yuster, John Corry (Government Code §54957.6).

i. Cabrillo Unified Teachers' Association

ii. California School Employees' Association, Chapter 485

## 5. RECONVENE OPEN SESSION – 7:00 P.M.

Report action from Closed Session: if applicable.

## 6. PLEDGE OF ALLEGIANCE

## 7. ADOPTION OF AGENDA AS PRESENTED / AMENDED

## 8. STUDENT / STAFF / COMMUNITY RECOGNITION

The Governing Board introduces Mr. Seth Feldman, Principal, at Cunha Intermediate School. Mr. Feldman comes to Cabrillo Unified from Oak Grove Middle School in the Mount Diablo Unified School District where he held the position of Vice Principal. Mr. Feldman has a JD from Chicago -Kent Law School, a Masters in Public Administration from East Stroudsburg University amd a BA from York College of Pennsylvania. Prior to becoming an administrator, Mr. Feldman taught middle school Language Arts and Social Studies.

The Governing Board introduces Mr. David Porcell-Medina, Principal at Hatch Elementary School. Mr. Porcel-Medina comes to Cabrillo Unified from Mno Grant Elementary School where he held the position of Vice Principal. Mr. Porcel has a BA in Education from the University of Granada, Spain. Mr. Porcel also holds a Master of Arts in Educational Leadership from California State University East Bay. Prior to becoming an administrator, Mr. Porcel taught in grades 1, 2, 4, and 5.

The Governing Board introduces Ms. Jean Kuznik, Assistant Principal of Cunha Intermediate School. Ms. Kuznik has a BA in Zoology from the University of California, Davis, and earned her Master's in Educational Leadership from California State University, East Bay. Ms. Kuznik taught high school science classes.

## 9. COMMENTS FROM THE PUBLIC RELATED TO ITEMS NOT ON THIS AGENDA

**Public Participation at Board Meetings**

The Board of Education encourages your participation in its deliberations. If you wish to address the Board on an agenda item, please fill out a speaker card located on the agenda table at the back of the room and present it to the Administrative Assistant seated to the immediate left of the Superintendent prior to the item being called. Any additional materials you choose to present will be copied and presented to all Board members following the meeting. The Board President will randomly call on persons submitting cards. The general order of discussion on any particular agenda item during the course of a meeting is: 1) Staff presentation on item, 2) Public comment, and 3) Board deliberation and action, if so warranted. If you wish to address the Board on a matter that is not on the agenda, you may speak during the "Comments from the Public" portion of the meeting that is held near the beginning of the meeting following the same general procedures noted above. Board members are legally prohibited from discussing non-agenda items and, therefore, cannot respond to items presented at this time. Open session is audio and/or video recorded.

Board agendas are often long and time is limited. For that reason, the Board reserves the right to limit the time allocated to each speaker (three minutes) as well as the cumulative time allocated to multiple speakers who are addressing the same topic (twenty minutes). The presiding officer may rule out of order persons

who unduly interrupt or otherwise interfere with the orderly conduct of business, or who use defamatory, abusive, or profane language. Irrelevant or redundant presentations may likewise be ruled out of order. In the unlikely event that the behavior of an individual is such that the Board is unable to continue to conduct its business in an orderly manner, the Board President may direct the offending individual(s) to vacate the meeting room. Finally, a citizen may place an item on the Board Agenda by submitting a written request and supporting information to the Superintendent's Office.

The Superintendent, in consultation with the Board President, will determine at which upcoming regular Board meeting the item will be scheduled. The person who requested the item will be allowed three minutes at the meeting to present the information to the Board. Following this presentation the Board may address the issue, put the issue on a future agenda for more discussion and action, refer the issue to the administration for follow-up, or take no action. In compliance with the Americans with Disabilities Act, those individuals requiring assistance and/or accommodations or *Spanish language translation in order to participate in this meeting are asked to contact the Superintendent's Office in advance at (650) 712-7112. (*Si usted necesita traducción al español para participar en esta reunión se pide que se ponga en contacto con la oficina del Superintendente antes de esta fecha al (650) 712-7112.)

## 10. REPRESENTATIVE REPORTS

a. CUTA Representatives

b. CSEA Representatives

## 11. REPORTS / INFORMATION / PRESENTATIONS

a. Receive 2017-2018 District and Site Staff Professional Development Plans

11.a Green Sheet for PD Plan 17-18.pdf (p. 8)

11.a.1 Professional Development 17-18.xlsx - Elementary and Secondary.pdf (p. 9)

## 12. DISCUSSION ITEMS

None

## 13. COMMUNICATIONS

a. Board Members

b. Student Board Member

c. Superintendent

## 14. CONSENT ITEMS

**The Consent Agenda**

Consent items are those items judged by staff to be routine in nature, consistent with policy, and reflective of established practice. As a time-saving measure, such items are typically grouped together on what is called the "Consent Agenda" for Board consideration of action. The Consent Agenda requires a motion and a second and must be approved by a roll call vote of the Governing Board. Any Board member may direct that one or more of these items be removed from the Consent Agenda for the purpose of discussion and consideration of action.

a. Approve Certificated Personnel Report

14.a Green Sheet Certificates Personnel Report.pdf (p. 11)

b. Approve Classified Personnel Report

14.b Green Sheet Classified Personnel Report.pdf (p. 14)

c. Approve Medi-Cal Administrative Activities Agreement

14.c Green Sheet MAA Agreement.pdf (p. 16)

14.c.1 MAA Agreement 08-10-17.pdf (p. 17)

d. Accept Donations to Cabrillo Unified School District

14.d Green Sheet Donations.pdf (p. 30)

e. Accept Enrollment Report for the Tenth Month of the 2016-2017 School Year

14.e Green Sheet Enrollment Report.pdf (p. 31)

14.e.1 Enrollment Report Period 10 (2).pdf (p. 32)

f. Approve a Professional Services Agreement with the Law Firm of Atkinson, Andelson, Loya, Ruud, and Romo for Special Education Legal Services

14.f Green Sheet Special Services Agreement 17-18.pdf (p. 33)

14.f.1 Agreement-Atkinson, Andelson, Loya, Ruud and Romo_Redacted.pdf (p. 34)

g. Approve a Contract with TBWB Strategies to Assess the Feasibility to Pursue a Bond Measure

14.g Green Sheet TBWB Agreement 8-10-17.pdf (p. 41)

14.g.1 CabrilloSD1_TBWB_Contract_2017_Phase 2 (1)_Redacted.pdf (p. 42)

h. Approve Quarterly Report on Williams Uniform Complaints (Education Code §35186) Covers: (04/1/17 – 06/30/17)

14.h Green Sheet Williams Qtr Report.pdf (p. 50)

14.h.1 Willams Qtr Report for 7-31-17.pdf (p. 51)

i. Approve and Adopt Minutes of June 22, 2017, Regular Governing Board Meeting

14.i Green Sheet Board Minutes 6-22-17.pdf (p. 52)

14.i.1 Minutes 6-22-17.pdf (p. 53)

j. Approve and Adopt Minutes of July 26, 2017, Special Governing Board Meeting

14.j Green Sheet Minutes 7-26-17.pdf (p. 59)

14.j.1 Minutes 7-26-17.pdf (p. 60)

## 15. ACTION ITEMS

a. Approve Salary Increase for Noon Duty Supervisors

15.a Green Sheet Noon Duty Salary Increase.pdf (p. 62)

b. Adopt Resolution No. 16-17 Authorizing the Issuance and Sale of the 2017 General Obligation Refunding

15.b Green Sheet Resolution 16-17.pdf (p. 63)

15.b.1 Final District Resolution - Cabrillo USD - 2017 Refunding Bonds_3155907_....pdf (p. 64)

c. Approve Responses to San Mateo County Grand Jury Report: "How Have San Mateo County Public Schools Responded to the Epinephrine Auto-injector Law, SB 1266?"

15.c Green Sheet Grand Jury Response Epipens.pdf (p. 139)

15.c.1 Grand Jury Response Epipens.pdf (p. 140)

d. Approve Responses to San Mateo County Grand Jury Report: "Should Tire-Derived Products Be Used On Athletic Fields in San Mateo County Schools?"

15.d Green Sheet Grand Jury Response Athletic Fields.pdf (p. 143)

15.d.1 Grand Jury Response Athletic Fields.pdf (p. 145)

e. Approve Renewal of the Term of the Superintendent's Contract

15.e Green Sheet Renewal of Superintendent's Contract.pdf (p. 148)

15.e.1 Suerpintendent's Contract 8-10-17.pdf (p. 149)

f. Approve Policy Maintenance Updates

15.f Green Sheet Board Policy Updates.pdf (p. 155)

15.f.1 Policy Guide Sheet.pdf (p. 157)

15.f.2 BP0460.pdf (p. 158)

15.f.3 BP3470.pdf (p. 163)

## 16. FUTURE BOARD AGENDA ITEMS

a. Receive State of the District Report

b. Receive Summer Intervention Program Report

c. Approve School Site Plans

d. Approve Unaudited Actuals Report

e. Approve Statement of Assurances for Textbooks and Instructional Materials

f. Receive English Language Learner Report

## 17. FUTURE EVENTS/DATES/REQUESTS

a. August 17 - Pilarcitos High School Back to School Night, 6:00 PM

b. August 16 - District Wide Staff Development

c. August 17-18 - Teacher Work Days

d. August 21 - First Day of Classes for Students

e. August 29 - Back to School Night, Kings Mountain Elementary, 6:00 PM

f. August 30 - Back to School Night, Hatch Elementary, 6:00 PM

g. August 31 - Back to School Night, El Granada Elementary, 6:00 PM

h. August 30 - Back to School Night, Farallone View Elementary, 6:00 PM

i. September 4 - Labor Day Holiday, All School Sites and District Office Closed

j. September 5 - Chamber Education Committee Meeting, 4:00 PM

k. September 6 - Back to School Night, Half Moon Bay High School, 6:00 PM

l. September 7 - Back to School Night, Cunha Intermediate School, 6:00 PM

m. September 14 - Regular Governing Board Meeting, 7:00 PM, District Office

## 18. RETURN TO CLOSED SESSION (IF NECESSARY)

## 19. ADJOURNMENT OF THE MEETING

**Meeting Curfew**

Board Bylaw 9323 stipulates that the meeting of the Board shall conclude no later than 10:00 p.m. The Board, at its discretion, may extend the meeting for a defined time to finish the business at hand.

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☒ **INFORMATION**

**BOARD AGENDA NUMBER:** 11.a

**BOARD AGENDA ITEM:** Receive 2017-2018 District and Site Staff Professional Development Plans

**DEPARTMENT:** Curriculum and Instruction

**CONTACT PERSON:** Joy Dardenelle, Assistant Superintendent, Curriculum and Instruction

**BACKGROUND INFORMATION:**

The 2017-2018 District and Site Staff Development Plan includes one full day of professional development and six early release "Super" Tuesdays. The six early-release Super Tuesdays include three district-wide days and three site-based days. The district-wide professional development topics were planned in groups of elementary and secondary teams to target shared needs and goals. The topics for site-based professional development were determined by site teams. These professional development plans support the Strategic Education Plan (Local Control Accountability Plan – LCAP) goals of literacy and reclassification, college and career readiness, and school climate.

**REPORT/PROPOSAL:**

Please see attached document.

**FINANCIAL IMPACT:**

There is no negative financial impact to the General Fund.

**RECOMMENDATION:**

Receive 2017-2018 District and Site Staff Professional Development Plans.

# Cabrillo Unified School District Professional Development Plan 2017-2018

| ELEMENTARY | Hatch | El Granada | Farallone View | Kings Mountain |
|---|---|---|---|---|
| **August 16 (full day):** District-wide | School Year Kick-off, Strategic Education Plan Overview, Mandatory Training + Common Core Math Practices | School Year Kick-off, Strategic Education Plan Overview, Mandatory Training + Common Core Math Practices | School Year Kick-off, Strategic Education Plan Overview, Mandatory Training + Common Core Math Practices | School Year Kick-off, Strategic Education Plan Overview, Mandatory Training + Common Core Math Practices |
| **September 12 (2 hr. 40 min.):** Site-based | Wonders/Maravillas Implementation | PBIS - Data Analysis, Introduction to Mindfulness | Mindfulness: Part 1 | Responsive Classroom: Schedules & Routines |
| **October 17 (2 hr. 40 min.):** District-wide | District Survey + Math: Growth Mindset | District Survey + Math: Growth Mindset | District Survey + Math: Growth Mindset | District Survey + Math: Growth Mindset |
| **January 23 (2 hr. 40 min.):** Site-based | Positive Behaviors Interventions and Supports (PBIS) | PBIS - maintaining behavior expectations, Mindful Practice in the Classroom | Mindfulness: Part 2 | Responsive Classroom: Building Community |
| **February 13 (2 hr. 40 min.):** District-wide | Math: Questioning Strategies | Math: Questioning Strategies | Math: Questioning Strategies | Math: Questioning Strategies |
| **March 6 (2 hr. 40 min.):** District-wide | Math: Language Development | Math: Language Development | Math: Language Development | Math: Language Development |
| **April 10 (2 hr. 40 min.):** Site-wide | Wonders/Maravillas Implementation | PBIS - Data Analysis and Planning, Mindful Practice in the Classroom | Mindfulness: Part 3 | Responsive Classroom: Communicating with Parents |

# Cabrillo Unified School District Professional Development Plan 2017-2018

| SECONDARY | HMBHS | Pilarcitos | Cunha |
|---|---|---|---|
| **August 16 (full day):** District-wide | School Year Kick-off, Strategic Education Plan Overview, Mandatory Training + ADVISORY Pass SYSTEM Training | School Year Kick-off, Strategic Education Plan Overview, Mandatory Training + English Language Development planning and technology enhanced learning. | School Year Kick-off, Strategic Education Plan Overview, Mandatory Training + Homework Vision and Grading |
| **September 12 (2 hr. 40 min.):** Site-based | Block Schedule Planning in Departments | Technology-enhanced Learning | Arts Integration; Reading & Writing Across the Curriculum |
| **October 17 (2 hr. 40 min.):** Site-based | District Survey + PBIS kickoff, Tier I continued and Tier II | District Survey + PBIS: Tier I Implementation, Part II | District Survey + Data Analysis: At-Risk Students |
| **January 23 (2 hr. 40 min.):** District-wide | Integrated English Language Development | Integrated English Language Development | Integrated English Language Development |
| **February 13 (2 hr. 40 min.):** District-wide | Integrated English Language Development | Integrated English Language Development | Integrated English Language Development |
| **March 6 (2 hr. 40 min.):** Site-based | CCSS Work/ Integrated ELD Shareout | PBIS: Tier I Implementation, Part II | Reading & Writing Across the Curriculum; At-Risk Students |
| **April 10 (2 hr. 40 min.):** District-wide | Advancement Via Individual Determination (AVID) | Advancement Via Individual Determination (AVID) | Advancement Via Individual Determination (AVID) |

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.a

**BOARD AGENDA ITEM:** Approve Certificated Personnel Report

**DEPARTMENT:** Personnel

**CONTACT PERSON:** John Corry, Assistant Superintendent, Personnel and Pupil Services

**BACKGROUND INFORMATION:**

The following personnel items are submitted for your ratification/approval.

**1. OFFER OF EMPLOYMENT FOR CERTIFICATED ADMINISTRATION**

Jean Kuznik, Assistant Principal, Cunha Intermediate School, effective July 1, 2017.

**2. OFFERS OF TEMPORARY EMPLOYMENT FOR 2017-2018**

| ***Employee*** | ***Assignment*** | ***FTE*** | ***Site*** | ***Date*** |
|---|---|---|---|---|
| Nina Andersen | Art Teacher | 0.2 | HMBHS | 8/16/2017 |
| Lynn Cox | ELA Teacher | 1.0 | Cunha | 8/16/2017 |
| Ronald Ekis | Math Teacher | 1.0 | Cunha | 8/16/2017 |
| Rebecca Goodell | P.E. Teacher | 0.65 | EG/FV | 8/16/2017 |
| Jake Kim | Math Teacher | 1.0 | HMBHS | 8/16/2017 |
| Kaia Lindberg | Science Teacher | 0.6 | FV | 8/16/2017 |
| Heidi Newton | School District Nurse | 1.0 | Multi | 8/16/2017 |
| Martina Reiss | Art Teacher | 0.2 | FV | 8/16/2017 |
| Maria Soriano | School Counselor | 1.0 | HMBHS | 8/16/2017 |

## 3. CHANGE OF ASSIGNMENT FOR 2017-2018

Claire Gould. 1.0 FTE Art Teacher, Half Moon Bay High School, previously 0.4 FTE Art Teacher, Half Moon Bay High School, effective August 16, 2017.

Marsenne Kendall, 1.0 Chemistry/Earth Sciences Teacher, Half Moon Bay High School, previously 0.8 Chemistry Teacher, Half Moon Bay High School, effective August 16, 2017.

Rosabelle Lynes, P.E. Teacher, Cunha Intermediate School, previously English/P.E. Teacher, Half Moon Bay High School, effective August 16, 2017.

Daniel Robles, SLA Teacher, Cunha Intermediate School, previously 2nd Grade Immersion Teacher, Hatch Elementary School, effective August 16, 2017.

Brendan Roth, 1.0 Social Sciences Teacher, Half Moon Bay High School, previously 0.6 FTE Social Sciences Teacher, Half Moon Bay High School, effective August 16, 2017.

## 4. RESIGNATION

Alaina Cardona, P.E. Teacher, Cunha Intermediate School, effective June 16, 2017.

Kara Clapp, Spanish/ELD Teacher, Cunha Intermediate School, effective June 16, 2017.

Rachel Dewald, Reading Specialist, El Granada Elementary School, effective June 16, 2017.

Celeste Gordon, 4th Grade Immersion Teacher, Hatch Elementary School, effective June 16, 2017.

Robert Lawrence, Math Teacher, Cunha Intermediate School, effective June 16, 2017.

Greg Regan, School District Nurse, Multiple Sites, effective June 16, 2017.

Courtney Royal, School Counselor, Half Moon Bay High School, effective June 16, 2017.

## 5. RETIREMENT

Suzanne Bolton, 2nd/3rd Grade Teacher, Kings Mountain Elementary School, effective June 16, 2017. Ms. Bolton was hired on February 21, 1990.

## 6. LEAVE OF ABSENCE

Leah Murray, 4th Grade Teacher, Farallone View Elementary School, effective August 16, 2017.

Caroline Nolen-Martin, Kindergarten Teacher, El Granada Elementary School, effective August 16, 2017.

Tiffany Zammit, Assistant Principal, Half Moon Bay High School, effective July 26, 2017.

## FINANCIAL IMPACT:

Financial impact is included in the budget.

## RECOMMENDATION:

Approve the Certificated Personnel report.

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

| | | |
|---|---|---|
| **BOARD MEETING DATE:** | August 10, 2017 | ☐ **ACTION**<br>☒ **CONSENT**<br>☐ **DISCUSSION**<br>☐ **INFORMATION** |
| **BOARD AGENDA NUMBER:** | 14.b | |
| **BOARD AGENDA ITEM:** | Approve Classified Personnel Report | |
| **DEPARTMENT:** | Personnel | |
| **CONTACT PERSON:** | John Corry, Assistant Superintendent, Personnel and Pupil Services | |

**BACKGROUND INFORMATION:**

The following personnel items are submitted for your ratification/approval.

1. **PROMOTION**

   Shane Modena, Lead Custodian II, District Office, previously Custodian II, Event Center/Pilarcitos High School, effective July 1, 2017.

2. **CHANGE IN ASSIGNMENT**

   Jeannette Bass, Health Aide, Farallone View Elementary School, previously Health Aide, Half Moon Bay High School, effective August 21, 2017.

   Theresa Strecker, Paraprofessional Special Education II, Hatch Elementary School, previously Paraprofessional Special Education II, Kings Mountain Elementary School, effective August 21, 2017.

   Lori Wagner, Health Aide, Half Moon Bay High School, previously Health Aide, Farallone View Elementary School, effective August 21, 2017.

3. **RESIGNATION**

   Judith Cortes, Migrant Program Advocate, District Office, effective June 28, 2017.

   Coley Nishkian, Paraprofessional Special Education II, El Granada Elementary School, effective June 15, 2017.

   Yolanda Puga, Behavior Intervention Specialist, Multiple Sites, effective June 30, 2017.

Erica Sarabia, Paraprofessional Migrant Education, District Office, effective June 15, 2017.

Raquel Sarabia, Paraprofessional Special Education II, Hatch Elementary School, effective June 15, 2017.

**4. RETIREMENT**

Maria Tiran, Paraprofessional Special Education II, Half Moon Bay High School, effective June 15, 2017. Ms. Tiran was hired on November 27, 1995.

**FINANCIAL IMPACT:**

Financial impact is included in the budget.

**RECOMMENDATION:**

Approve the Classified Personnel report.

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.c

**BOARD AGENDA ITEM:** Approve Medi-Cal Administrative Activities Agreement

**DEPARTMENT:** Personnel

**CONTACT PERSON:** John Corry, Assistant Superintendent, Personnel and Pupil Services

**BACKGROUND INFORMATION:**

Medi-Cal Administrative Activities (MAA) is a federally funded program that allows school districts to be reimbursed for costs incurred while performing certain Medi-Cal Administrative Activities. This program not only connects students and their families with the Medi-Cal program, but it brings much needed revenue into our district.

**REPORT/PROPOSAL:**

Per a request from the Region 4 Local Education Consortium Coordinator, Michelle Cowart, Governing Boards are required to annually approve the enclosed agreement in order to participate in the continuing 2017-2018 Medi-Cal Activity Surveys. The completed surveys will not only provide services for students and families but also generate income for CUSD.

**FINANCIAL IMPACT:**

It is anticipated that our continued participation in Medi-Cal Administrative Activities (MAA) will generate revenue.

**RECOMMENDATION:**

Approve Medi-Cal Administrative Activities Agreement.

# Contra Costa County Office of Education

# MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this **10th** day of **August, 2017**, by and between the Cabrillo Unified School District (hereinafter referred to as "local educational agency" or "LEA") having an address at 498 Kelly Avenue, Half Moon Bay, CA 94019 and the Contra Costa County Office of Education, Region 4 Local Educational Consortium (hereinafter referred to as "LEC") having an address at 77 Santa Barbara Road, Pleasant Hill, CA 94523; (hereinafter referred to individually, the "Party" and collectively, the "Parties").

## RECITALS

A. The Department of Health Care Services ("DHCS") is the single State agency responsible for administering the California Medical Assistance Program ("Medi-Cal") and the School-based Medi-Cal Administrative Activities Program ("SMAA") for Local Educational Consortia, Region 4, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778, Medical Assistance Program ("Medi-Cal").

B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association ("CCSESA") LEC Region 4.

C. LEC has entered into that certain Agreement # 16-93193 with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2016, and effective through June 30, 2019.

D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("MAA") services in accordance with California Welfare & Institutions Code Section 14132.47.

E. LEA is located within the LEC Region 4 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.

F. Four regional Local Educational Consortiums formed the Central California SMAA Consortia (hereinafter referred to "CCSC") to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortiums:

- Region 3 (Sutter County Superintendent of Schools)
- Region 4 (Contra Costa County Office of Education)
- Region 5 (Santa Cruz County Office of Education)
- Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

## 1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing **July 1, 2017** for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter**,** 2017.

This Agreement shall automatically renew for additional periods of twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

## 2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

A. Services Provided: LEC will provide the following services to LEA's. The LEC shall:

(1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.

(2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure they are complete and assist participating LEA's to finalize the "moments".

(3) Process RMTS moments for invoicing.
(4) Provide the required SMAA documents for operational plans and give direction to LEA's for gathering necessary audit materials for each claiming unit for each quarter.
(5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
(6) Provide the LEA a "hard copy" RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the SSP for completing the assigned moment.
(7) Provide the "tape match percentage" from data submitted by LEA's.
(8) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
(9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
(10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
(11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
(12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 4 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
(13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
(14) LEC shall certify to DHCS:
   a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
   b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
(15) Issue reimbursement to LEA on claims approved and paid by DHCS within 45 days of receipt.
(16) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
(17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

(1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.

(2) Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or "shifts" as defined for the RMTS System Software Platform (SSP) uploads and updates.

(3) Yearly and quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.

(4) Arrange for LEA TSP staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.

(5) Arrange for the LEA MAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.

(6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.

(7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.

(8) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.

(9) Federal regulations require that LEA maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five years after the last claim revision.

(10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.

(11) In the event LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.

## 3. FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by LEC from the DHCS reimbursements prior to disbursement to the LEA.

2. The DHCS administrative fee, including LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.

3. LEA acknowledges that, as a result of this fee arrangement, LEA **will not be entitled** to recover any of the fees charged by LEC as SMAA reimbursable costs on the LEA invoices.

## 4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow LEA to use the licensed software and/or tools on the condition that LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "C."

## 5. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

**6. INPUT DATA**

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

**7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.**

LEA shall designate those employees and other personnel ("Users") who shall be given access to LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

**8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

**9. WORKERS' COMPENSATION**

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

**10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION**

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

## 11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

## 12. GENERAL

A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.

B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.

E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.

F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors,* attached as Exhibit B and incorporated into this agreement.

I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

**13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE**

A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.

B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor ("Vendor") for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.

C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit "C" attached hereto and incorporated herein.

**14. WARRANTY LIMITATION**

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

## 15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of LEA at its meeting of August 10, 2017 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

| | | | |
|---|---|---|---|
| **LEA:** | **SCHOOL DISTRICT** | **LEC:** | **CONTRA COSTA COUNTY OFFICE OF EDUCATION** |
| **By:** | | **By:** | |
| **Name:** | **Jane Yuster** | **Name:** | **Bill Clark** |
| **Title:** | **Superintendent** | **Title:** | **Associate Superintendent of Business Services** |
| Date: | | **Date:** | |

# EXHIBIT A – Medi-Cal Administrative Claiming Agreement

***Task***

| | Operating Procedures with LEC as Invoicing facilitator | LEC Coordinator | LEA Coordinator |
|---|---|---|---|
| 1. | Evaluate LEA MAA program to ensure appropriate participation | ✓ | ✓ |
| 2. | Develop and review audit files | ✓ | |
| 3. | Maintain audit files and store data required to support operational plan | | ✓ |
| 4. | Review operational plan for quality assurance and compliance | ✓ | ✓ |
| 5. | Provide and/or ensure RMTS training for coordinators | ✓ | |
| 6. | Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion | ✓ | |
| 7. | Provide 100% coding of moments and clarification of moments if necessary | ✓ | |
| 8. | Provide "Best Practices" - Hard Copy RMTS Moment (if applicable) | ✓ | ✓ |
| 9. | Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC | | ✓ |
| 10. | Input LEA Calendar into SSP, update periodically and certify | ✓ | |
| 11. | Rosters: First period of RMTS implementation: TSP roster, including staff schedules must be uploaded using a template. | ✓ | |
| 12. | Rosters: All subsequent quarters TSP roster/schedules must be updated quarterly | | ✓ |

| | | | |
|---|---|---|---|
| 13. | LEA/LEC to certify Coding Report | ✓ | ✓ |
| 14. | Offer support both programmatically and fiscally | ✓ | |
| 15. | Supply RMTS results for invoice process | ✓ | |
| 16. | Generate/provide LEA Medi-Cal percentage (tape match) | ✓ | |
| 17. | Provide fiscal training, materials and forms | ✓ | |
| 18. | Review and provide all fiscal data necessary to process RMTS invoice | ✓ | |
| 19. | Review LEA fiscal data and prepare invoice for reimbursement | ✓ | |
| 20. | Prepare and submit invoice to DHCS for payment | ✓ | |
| 21. | Process DHCS invoice reimbursements send reimbursement payments to LEAs | ✓ | |

## EXHIBIT B – Medi-Cal Administrative Claiming Agreement

*Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Sutter County Superintendent of Schools and Department of Health Care Services.*

### Definitions

A. The following definitions are applicable to this Contract.

1) "CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).

2) "Federal award" means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.

3) "Federal awarding agency" means the federal agency that provides an award directly to the recipient.

4) "Federal program" means all federal awards to a non-federal entity assigned to a single number in the CFDA.

5) "Pass-through entity" means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.

6) "Recipient" means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

7) "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

   A. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

   B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor's contracts with subrecipients and vendors.

## EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

**1.1. Ownership.** LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

**1.2. Confidentiality Obligations.** Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.d

**BOARD AGENDA ITEM:** Approve Donations to Cabrillo Unified School District

**DEPARTMENT:** Business Department

**CONTACT PERSON:** Crystal Leach, Chief Business Official

**BACKGROUND INFORMATION:**

The Governing Board routinely reviews the monthly donation reports.

**REPORT/PROPOSAL:**

Pursuant to the Governing Board Policy 3290, the Governing Board is to accept donations on behalf of the district or any school in the district.

**HALF MOON BAY HIGH SCHOOL $130**

***Sport/Club/Scholarship***

Courtney Royal
Alexa Menezes
Anne Ryckebusch
Amy Treanor
Vanessa Stubbs
Christina Yeakley
Rosabelle Lynes
Deanna Tower

**FINANCIAL IMPACT**:

There is no financial impact to the General Fund.

**RECOMMENDATION:**

Approve donations to Cabrillo Unified School District.

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.e

**BOARD AGENDA ITEM:** Accept Enrollment Report for the Tenth Month 2016-2017 School Year

**DEPARTMENT:** Business Department

**CONTACT PERSON:** Crystal Leach, Chief Business Official

**BACKGROUND INFORMATION:**

The Governing Board routinely reviews the monthly enrollment reports.

**REPORT/PROPOSAL:**

The enrollment report for the tenth month of the 2016-2017 school year is being presented to the Governing Board for information.

**FINANCIAL IMPACT:**

There is no financial impact to the General Fund.

**RECOMMENDATION:**

Accept enrollment report for the tenth month of the 2016-2017 school year.

**CABRILLO UNIFIED SCHOOL DISTRICT**
**2016-2017 SCHOOL YEAR**
**ENROLLMENT REPORT**

**School Month No.** **10** **Date:** **6/15/2017**

| Grade | El Granada | Farallone View | Hatch | Kings Mountain | Cunha | Half Moon Bay High | Pilarcitos | Home & Independent Study | TOTALS |
|---|---|---|---|---|---|---|---|---|---|
| TK | 12 | 13 | 11 | 0 | - | - | - | 0 | 36 |
| K | 54 | 53 | 96 | 12 | - | - | - | 0 | 215 |
| 1 | 53 | 46 | 98 | 12 | - | - | - | 0 | 209 |
| 2 | 61 | 43 | 103 | 10 | - | - | - | 0 | 217 |
| 3 | 66 | 47 | 119 | 12 | - | - | - | 0 | 244 |
| 4 | 58 | 55 | 91 | 12 | - | - | - | 0 | 216 |
| 5 | 92 | 58 | 93 | 9 | - | - | - | 0 | 252 |
| 6 | - | - | - | - | 255 | - | - | 0 | 255 |
| 7 | - | - | - | - | 253 | - | - | 1 | 254 |
| 8 | - | - | - | - | 257 | - | - | 2 | 259 |
| 9 | - | - | - | - | - | 250 | 0 | 3 | 253 |
| 10 | - | - | - | - | - | 214 | 7 | 3 | 224 |
| 11 | - | - | - | - | - | 241 | 12 | 8 | 261 |
| 12 | - | - | - | - | - | 219 | 17 | 12 | 248 |
| **Total Regular Enrollment** | 396 | 315 | 611 | 67 | 765 | 924 | 36 | 29 | 3143 |
| **SDC Student Enrollment** | 28 | 0 | 0 | 0 | 21 | 15 | 0 | 0 | 64 |
| **TOTAL ENROLLMENT** | **424** | **315** | **611** | **67** | **786** | **939** | **36** | **29** | **3207** |
| **Total Enrollment as of 6/10/16** | 459 | 327 | 618 | 64 | 770 | 957 | 29 | 29 | 3253 |
| **Difference between 6/10/2016 Total Enrollment and 6/15/2017 Total Enrollment** | **-35** | **-12** | **-7** | **3** | **16** | **-18** | **7** | **0** | **-46** |
| **Total Enrollment as of 6/02/17** | 424 | 316 | 612 | 67 | 787 | 939 | 37 | 29 | 3211 |
| **Difference between 6/02/17 Total Enrollment and 6/15/17 Total Enrollment** | **0** | **-1** | **-1** | **0** | **-1** | **0** | **-1** | **0** | **-4** |

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.f

**BOARD AGENDA ITEM:** Approve a Professional Services Agreement with the Law Firm of Atkinson, Andelson, Loya, Ruud, and Romo for Special Education Legal Services

**DEPARTMENT:** Special Education

**CONTACT PERSON:** Meredith Raymond, Director, Special Services

**BACKGROUND INFORMATION:**

Elizabeth Estes, an attorney specializing in special education law, is with the firm of Atkinson Andelson, Loya, Ruud, and Romo to establish a northern California special education practice.

**REPORT/PROPOSAL:**

The afore mentioned attorney has provided exceptional services to the District. The Special Education Department has requested for legal representation with Atkinson, Andelson, Loya, Ruud, and Romo in order to retain the services of Elizabeth Estes.

**FINANCIAL IMPACT:**

There is no financial impact to the General Fund.

**RECOMMENDATION:**

Approve a professional services agreement with the law firm of Atkinson, Andelson, Loya, Ruud, and Romo for special education legal services.

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

5075 HOPYARD ROAD, SUITE 210
PLEASANTON, CALIFORNIA 94588-3361
(925) 227-9200

FAX (925) 227-9202
WWW.AALRR.COM

CERRITOS
(562) 653-3200

FRESNO
(559) 225-6700

IRVINE
(949) 453-4260

PASADENA
(626) 583-8600

RIVERSIDE
(951) 683-1122

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:

000840.00200
16234078.1

June 19, 2017

***VIA FIRST CLASS MAIL***

RECEIVED
Cabrillo Unified School District

JUN 26 2017

Superintendent's Office

Jane Yuster, Superintendent
Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019

**Re: Agreement for Special Services**

Dear Jane:

I hope this finds you well. Enclosed for your consideration is the proposed Agreement for Special Services between the District and our firm for the period 2017-2018. We are proposing a modest rate increase during the term of this agreement, which still remains very competitive. We hope the District continues to value the high-level of service and counsel our firm strives to provide.

If you have any questions or concerns regarding this proposed Agreement, please let me know. Otherwise, please take the Agreement to your Board for approval. Once signed, please return one executed copy of the Agreement to my attention, retaining the other for your files.

Very truly yours,

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

[redacted]

Elizabeth Rho-Ng

ERN:jcf
Enclosure

# AGREEMENT FOR SPECIAL SERVICES

## I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, CABRILLO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

## II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

## III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

| | |
|---|---|
| Senior Partners | $275 |
| Partners/Senior Counsel | $260 |
| Senior Associates | $245 |
| Associates | $230 |
| Electronic Technology Litigation Specialist | $205 |
| Non-Legal Consultants | $205 |
| Senior Paralegals/Law Clerks | $170 |
| Paralegals/Legal Assistants | $160 |

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

| | |
|---|---|
| A full day of training (up to 8 hours) | $4,000 |
| A half day of training (up to 4 hours) | $3,000 |

| | |
|---|---|
| A two-hour training | $2,500 |
| A one-hour training | $1,750 |

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a three percent (3%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals $2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the

statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour)

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that,

with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation.

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

## IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

## V. DURATION

This Agreement shall commence July 1, 2017, and terminate on June 30, 2018, and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

///

///

Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
Elizabeth J. Rho-Ng

"District"

CABRILLO UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
Jane Yuster, Superintendent

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.g

**BOARD AGENDA ITEM:** Approve a Contract with TBWB Strategies to Assess the Feasibility to Pursue a Bond Measure

**DEPARTMENT:** Superintendent/Governing Board

**CONTACT PERSON:** Jane Yuster, Superintendent

**BACKGROUND INFORMATION:**

On June 4, 1996, the voters in the Cabrillo Unified School District approved Measure K, a $35-million-dollar school facilities bond. Measure K was a 25-year bond and its term will expire in 2021. On June 5, 2012, the voters in the Cabrillo Unified School District approved Measure S, authorizing the District to issue $81 million in school facilities bonds. Measure S is a 25-year bond and its term will expire in 2037. TBWB Strategies partnered with the District to pass Measure S.

**REPORT/PROPOSAL:**

TBWB Strategies has demonstrated their effectiveness in assisting in the passage of Measure S. The District is considering whether to not to pursue a school facilities bond. TBWB Strategies would be of immense assistance in determining the feasibility of asking the voters to approve a school facilities bond. This agreement would provide the feasibility study to inform the Governing Board whether or not to pursue a facilities bond.

**FINANCIAL IMPACT:**

There is an impact to the General Fund of $6,500 per month plus expenses during the period of time this work is underway.

**RECOMMENDATION:**

Approve a contract with TBWB Strategies to assess the feasibility to pursue a Bond measure.

**MANAGEMENT CONSULTING AGREEMENT**

THIS MANAGEMENT CONSULTING AGREEMENT ("Agreement") is made effective as of September 1, 2017 (the "Effective Date") by and between Cabrillo Unified School District ("Client") and PUBLIC FINANCE STRATEGIES LLC, DBA TBWB STRATEGIES, a California Limited Liability Company ("TBWB").

RECITALS

A. Client needs assistance evaluating the electoral feasibility of a revenue measure, developing the measure for the ballot and implementing a public outreach and communications program to raise awareness of the Client's funding needs.

B. TBWB is a professional consulting firm that provides ballot measure electoral feasibility, public outreach and communication consulting services.

C. Client desires that TBWB provide certain consulting services to Client with respect to a Measure related to determining feasibility of a bond measure ("Measure") pursuant to the terms and conditions set forth herein.

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

1. Engagement of TBWB. Client hereby engages TBWB to perform the following services (collectively, "Services"):

    a. Ballot Measure Development. TBWB shall perform any of the following services as needed to assist Client in preparing the Measure for the ballot:

        1) Recommend specific wording regarding the list of projects to be funded by the measure and prepare messaging that clearly articulates how these projects will benefit from the Measure;
        2) Recommend potential taxpayer accountability protections;
        3) Work with legal counsel to help develop a resolution calling for the election;
        4) Work with legal counsel to develop the 75-word ballot question;
        5) Work with legal counsel to refine the full text of the measure, project list, tax rate statement and other materials that will appear in the ballot pamphlet mailed to all voters;
        6) Present recommendations, documents and resolutions to the Governing Board for approval; and
        7) Work with the County Registrar of Voters Office to assist Client in completing the process of qualifying for the ballot.

b. Public Information. TBWB shall perform any of the following services as needed to raise awareness of Client's funding needs and the Measure proposal:

1) Develop informational fact sheets to be distributed at school sites and school functions;
2) Provide content related to the Measure to be added to Client's website, included in email updates and added to newsletters;
3) Prepare PowerPoint presentations for school and community meetings;
4) Write, design, and produce mailings to educate, inform and engage voters;
5) Develop strategies and plans to inform and engage key internal stakeholder groups, including teachers, principals, parent leaders, bargaining units, Governing Board and others; and
6) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.

c. Employment of Additional Personnel. In connection with the consulting services to be provided under this Agreement, TBWB shall utilize its own employees and retain third party vendors pursuant to Section 3.b. TBWB shall not be required to employ any additional personnel to assist TBWB in the performance of TBWB's duties. TBWB may recommend that Client hire additional personnel to assist TBWB. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client. In every instance, such additional personnel shall be considered an employee of Client, not TBWB. The foregoing shall not limit TBWB's right to hire, pay, and/or discharge its own employees.

2. Term of Agreement. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until:

a. Governing Board action to adopt a resolution calling for an election relating to the Bond Measure.

b. Either party may terminate this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.

c. Termination of this Agreement by TBWB at any time for non-payment of any amount owed to TBWB under Section 3.

3. Compensation. In consideration for the Services to be rendered by TBWB pursuant to this Agreement, Client shall pay the following fees to TBWB:

a. Base Consulting Fee. TBWB shall be paid a Base Consulting Fee of $6,500 per month, payable within 30 days of receipt of invoice. The Base

Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of service if less than a full calendar month.

b. Payments on Certain Purchases and Rentals. All media and advertising goods and services shall be purchased or rented from TBWB by Client according to the agreed upon schedule of prices, which will be provided upon request. The schedule of prices lists the entire cost of purchasing or renting media goods and services from TBWB. TBWB shall in turn subcontract the work to third party vendors, giving preference to third party vendors who donate or discount their services. Payment for such items shall be made in advance by Client to TBWB, or to the third-party vendor at the discretion of TBWB.

c. Reimbursement of Expenses. Client shall reimburse TBWB for expenses incurred by TBWB from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. TBWB shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse TBWB in full. Expenses billed to Client shall not exceed $1,000 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.

4. Indemnification and Limitation of Liability.

a. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's material breach of any provision in this Agreement, willful misconduct, gross negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party pollsters. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to co-operate with the Indemnifying Party in the defense of any such claim or other matter.

b. In no event shall the Indemnifying Party be liable for indirect, incidental, special, consequential, punitive, exemplary or any other type of damages arising out of or related to this Agreement or the Services.

5. Interest Clause. In the event that any amount owed to TBWB is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month, calculated on the basis of a 30-day month, or the maximum amount permitted by applicable law, whichever is lower.

6. Expenditure Authority. Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of $1000. TBWB shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of $1000 without verbal or written approval from Client. TBWB shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.

7. Approval of Materials. Client is responsible for giving final approval of materials developed by TBWB for distribution to the public, including, without limitation, informational fact sheets to be distributed at school sites and school functions, Client's website content related to the Measure, PowerPoint presentations for school and community meetings, and mailers. Approval of mailers must be given in writing by the Superintendent or his or her designee. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.

8. Termination Payments. Upon termination of this Agreement, Client shall pay TBWB the following.

    a. Base Consulting Fee. Client shall pay TBWB on the termination date any Base Consulting Fee that is owed under Section 3.a for Services performed up to and including the date of termination.

    b. Reimbursement for Payments to Vendors. Upon termination of this Agreement, Client shall pay TBWB on the termination date all amounts advanced by TBWB pursuant to Section 3.b that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by TBWB and any cancellation fees charged by such third-party vendors.

    c. Reimbursement of Expenses. Within thirty (30) days after termination of this Agreement, TBWB shall submit a final accounting of TBWB's expenses pursuant to Section 3.c, and within ten (10) days thereafter, Client shall pay TBWB for all expenses incurred on behalf of Client.

9. Proprietary Rights and Licenses.

    a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "**Developments**" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services

hereunder for Client shall be and remain the exclusive property of TBWB and may be treated and dealt with by TBWB as such without payment of any consideration to Client. The Development intellectual property rights shall include any patents, copyrights, moral rights, trademarks, trade secrets, industrial design, maskworks, and all other similar rights and protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon TBWB's request, shall execute such documents and instruments as TBWB shall reasonably request as necessary to confirm and vest title to such Developments in TBWB under any applicable law.

b. TBWB hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the School District for any legitimate School District purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.

10. Compliance with Relevant Laws. The Parties agree to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by TBWB under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that TBWB does not provide any guidance or advice in this regard and Client's legal counsel has final review and responsibility for compliance with all legal requirements.

11. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and TBWB, or cause TBWB to be responsible in any manner for the debts and obligations of Client.

12. Limited Warranty. TBWB warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. TBWB makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of the Measure. TBWB makes no warranty concerning, and is not responsible for, any services performed by third party pollsters. To the full extent permitted by law, all implied warranties are hereby excluded.

13. Assignment. Client shall not have the right to assign Client's rights or delegate Client's obligations under this Agreement without the prior written consent of TBWB, which consent may be withheld in TBWB's sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle TBWB to terminate this Agreement.

14. Exclusivity of the Agreement. During the Term of this Agreement, Client shall not engage any other person or entity to perform any acts or services to be performed by TBWB under this Agreement without the prior written approval of TBWB. TBWB's right to perform consulting, media management, or any other services for any other person or party shall not be limited in any way.

15. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iii) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for the receipt of such notices.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

17. Applicable Law. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California, except that the Agreement shall be interpreted as though drafted jointly by both parties.

18. Severability. In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.

19. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

20. Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a

written agreement executed by the parties hereto at the time of the modification.

21. Binding Effect. This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.

22. Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement. The parties agree that signatures on this Agreement transmitted via facsimile have the same force and effect, and are considered the same as, originals.

IN WITNESS WHEREOF, the parties hereto have executed this Management Consulting Agreement as of the date first written above.

| **TBWB STRATEGIES** | **CLIENT** |
|---|---|
| By: [redacted] | By:_____ |
| Name: Joy P. Tatarka | Name:_____ |
| Title: Partner | Title: _____ |
| Address for Notices:<br>400 Montgomery Street, Suite 700<br>San Francisco, CA 94104<br>Facsimile: 415.291.0724 | Address for Notices:<br>498 Kelly Ave<br>Half Moon Bay, CA 94019<br>Facsimile: _____ |

**Exhibit 1**
**Client A/P Contact Information**

To insure invoicing runs smoothly, please provide contact information for the agency A/P representative to whom we can send invoices. We will send the invoice to the contract signatory concurrently.

Accounts Payable Contact Information:

Name: _____

Title: _____

E-mail Address: _____

Phone: _____

Fax: _____

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.h

**BOARD AGENDA ITEM:** Approve Quarterly Report on Williams Uniform Complaints (Education Code §35186) Covers: (04/1/17 – 06/30/17)

**DEPARTMENT:** Superintendent/Governing Board

**CONTACT PERSON:** Jane Yuster, Superintendent

**BACKGROUND:**

In May 2000, the American Civil Liberties Union (ACLU) and other public interest groups filed a lawsuit against the State of California alleging the state had failed to provide poor and underprivileged students with equal educational opportunities by providing these students with inadequate facilities, insufficient educational materials, and with teachers who were not fully credentialed. This requirement only refers to the types of complaints listed above.

On August 13, 2004, Governor Schwarzenegger and the State of California settled the lawsuit. As part of the lawsuit, the State of California agreed to enact legislation and provide funding to address the issues in the lawsuit. On September 29, 2004, Governor Schwarzenegger signed five bills to implement the settlement as urgency measures. Assembly Bill 2727 and Education Code §35186 require school districts to submit quarterly reports on Williams Uniform Complaints to their Governing Boards.

**REPORT/PROPOSAL:**

There have been no Williams Uniform Complaints (Education Code §35186) received by the Cabrillo Unified School District during the previous quarter.

**FINANCIAL IMPACT:**

There is no financial impact to the General Fund.

**RECOMMENDATION:**

Approve quarterly report on Williams Uniform Complaints (Education Code §35186) covers: (04/1/17 – 06/30/17).

# SAN MATEO COUNTY OFFICE OF EDUCATION

**Quarterly Report on Williams Uniform Complaints**

[Education Code § 35186]

District:Cabrillo: Unified School District

Person completing this form: Patricia Serrano Title: Administrative Assistant to the Superintendent

Quarterly Report Submission Date:
(*check one*)

θ October 31, 2016 (Covers 7/1/16 – 9/30/16)
θ January 31, 2017 (Covers 10/1/16 – 12/31/16)
θ April 30, 2017 (Covers 1/1/17 – 3/31/17)
**XX** July 31, 2017 (Covers 4/1/17 – 6/30/17)

Date for information to be reported publicly at governing board meeting: August 10, 2017

Please check the box that applies:

**XX** No complaints were filed with any school in the district during the quarter indicated above.

θ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. Copies of the complaint and the District's written response will be sent to SMCOE.

***Please mark the table below with zero if there are no complaints.***

| General Subject Area | Total # of Complaints | # Resolved | # Unresolved |
|---|---|---|---|
| **Textbooks and Instructional Materials** | 0 | 0 | 0 |
| **Teacher Vacancy or Misassignment** | 0 | 0 | 0 |
| **Facilities Conditions** | 0 | 0 | 0 |
| **TOTALS** | 0 | 0 | 0 |

Jane Yuster
_____
Print Name of District Superintendent

_____ _____
Signature of District Superintendent Date

Return via fax or email to Katie Ghazarian
San Mateo County Office of Education
kghazarian@smcoe.org
(650) 802-5337
Fax (650) 802-5322

July 28, 2016
KG

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.i

**BOARD AGENDA ITEM:** Approve and Adopt Minutes of June 22, 2017 Regular Governing Board Meeting

**DEPARTMENT:** Superintendent/Governing Board

**CONTACT PERSON:** Jane Yuster, Superintendent

**BACKGROUND INFORMATION:**

The Governing Board routinely reviews and approves minutes from all regular meetings and special sessions.

**REPORT/PROPOSAL:**

The unadopted minutes from the June 22, 2017, regular Governing Board meeting are included in this Board packet for consideration.

**FINANCIAL IMPACT:**

There is no financial impact to the General Fund.

**RECOMMENDATION:**

Approve and adopt minutes of June 22, 2017, regular Governing Board meeting.

**Governing Board Meeting (Unadopted) Minutes**
CABRILLO UNIFIED SCHOOL DISTRICT
District Office Board Room
498 Kelly Avenue, Half Moon Bay, CA 94109
Thursday, June 22, 2017 7:00 PM
(Closed Session 6:00 PM)

| | |
|---|---|
| Board Members Present: | Ms. Freya McCamant, President<br>Mr. Rob Pappalardo, Vice President<br>Ms. Sophia Layne, Clerk to the Governing Board |
| Board Members Absent | Ms. Kimberly Hines, Member<br>Dr. Kirk Riemer, Ph.D., Member |
| Administrators at the Table: | Ms. Jane Yuster, Superintendent<br>Mr. John Corry, Assistant Superintendent<br>Ms. Joy Dardenelle, Assistant Superintendent<br>Ms. Crystal Leach, Chief Business Official |

1. **CALL TO ORDER - 6:00 P.M.**

2. **ROLL CALL / QUORUM**

____ Ms. Freya McCamant, President
____ Mr. Rob Pappalardo, Vice President
____ Ms. Sophia Layne, Clerk to the Governing Board

3. **COMMENTS FROM THE PUBLIC RELATED TO ITEMS ON THE CLOSED SESSION AGENDA**

None

4. **RECESS TO CLOSED SESSION 6:01 P.M.**

5. **RECONVENE OPEN SESSION – 7:00 P.M.**

President McCamant reported no action taken in closed session.

6. **PLEDGE OF ALLEGIANCE**

Pledge of allegiance was led by President Freya McCamant.

7. **ADOPTION OF AGENDA AS PRESENTED / AMENDED**

Motion to adopt agenda as presented was made by Member Sophia Layne and seconded by Member Rob Pappalardo.

(M-91) Passed 3-0
Member Kimberly Hines absent
Member Kirk Riemer absent

8. **STUDENT / STAFF / COMMUNITY RECOGNITION**

None

9. **COMMENTS FROM THE PUBLIC RELATED TO ITEMS NOT ON THIS AGENDA**

None

10. **REPRESENTATIVE REPORTS**

CSEA President, Diane Paoli, thanked everyone who sat at the negotiation table. Ms. Paoli said she is happy to report that CSEA #485 ratified the negotiated agreement.

11. **REPORTS / INFORMATION / PRESENTATIONS**

a. Receive an Overview by TBWB Strategies and EMC Research on the Process to Assess the Feasibility to Pursue a General Obligation Bond

EMC staff, Ms. Jessica Polsky and TBWB staff, Ms. Joy Tatarta presented to the Governing Board a presentation on the process to assess the feasibility to pursue a General Obligation Bond.

12. **DISCUSSION ITEMS**

a. Discuss Current Facility Use Rate Schedule

President McCamant read a written comment from Dr. Riemer in his absence:

"I think that the most common complaint from paying users is that the fees do not reflect the services received". Dr. Riemer also stated that he feels that the primary goal of user fees should be cost recovery. Those fees should reflect recovering actual costs incurred by CUSD as stewards of public property.

The Governing Board tabled this item to be discussed at a future meeting. The Governing Board directed Chief Business Official, Crystal Leach, to bring back a proposal for discussion.

13. **COMMUNICATIONS**

**Board Members:**

Member Rob Pappalardo said he attended the Cunha Promotion and said it was a fantastic event. Mr. Pappalardo wanted to recognized the Boys and Girls Club and said it is a fantastic Event Center we have. Mr. Pappalardo said he attended the Kings Mountain promotion ceremony and found it to be a really beautiful day. He wished everyone a Happy Summer!

Member Sophia Layne congratulated everyone on a job well done for the year. She said she attended both Hatch and Farallone View Elementary Schools promotion ceremonies. Ms. Layne said it was wonderful to see the students' excitement.

Member Freya McCamant said she attended the Cunha promotion ceremony and said it was wonderful to see the focus of Citizenship in the speeches given that evening. Ms. McCamant said the attended the El Granada promotion ceremony for the first time and said it was a wonderful event. She congratulated all of the 2017 graduates, and thanked all of the teachers and staff for a great school year.

**Superintendent:**

Superintendent Yuster said she attended both the Cunha promotion ceremony and the Half Moon Bay High School Graduation ceremony at the new Event Center. She thanked the Parent groups, for their work in decorating the Event center. The Event Center was completely decked out in orange and black for the High School Graduation. Ms. Yuster congratulated everyone as we head in to summer. She announced that Summer School will begin on Monday, June 26th.

14. **CONSENT ITEMS**

a. Approve Certificated Personnel Report

b. Approve Classified Personnel Report

c. Accept Donations to Cabrillo Unified School District

d. Accept Enrollment Report for the Ninth Month of the 2016-2017 School Year

e. Approve Proposed Agreement for Professional Services with the Law Firm of Dannis, Woliver, and Kelley for the 2017-2018 School Year

f. Approve and Adopt Minutes of June 1, 2017 Regular Governing Board Meeting

Motion to approve consent agenda items as presented was made by Member Rob Pappalardo and seconded by Member Sophia Layne.

(M-92) Passed 3-0
Member Kimberly Hines absent
Member Kirk Riemer absent

15. **ACTION ITEMS**

a. Approve the Proposed English and Spanish Language Arts Textbook Adoption at Hatch Elementary School

Motion to approve the proposed English and Spanish Language Arts Textbook adoption of "Wonders" and "Maravillas" at Hatch Elementary School was made by Member Rob Pappalardo and seconded by Member Sophia Layne.

(M-93) Passed 3-0
Member Kimberly Hines absent
Member Kirk Riemer absent

b. Approve the Cabrillo Unified School District and California School Employees' Association Negotiated Agreement for July 1, 2016 – June 30, 2018

Motion to approve the Cabrillo Unified School District and California School Employees' Association Negotiated Agreement for July 1, 2016 – June 30, 2018 was made by Member Rob Pappalardo and seconded by Member Sophia Layne.

(M-94) Passed 3-0
Member Kimberly Hines absent
Member Kirk Riemer absent

c. Approve the Cabrillo Unified School District Management and Confidential Compensation Agreement for 2017-2018

Motion to approve the Cabrillo Unified School District Management and Confidential Compensation Agreement for 2017-2018 was made by Member Sophia Layne and seconded by Member Rob Pappalardo.

(M-95) Passed 3-0
Member Kimberly Hines absent
Member Kirk Riemer absent

d. Approve and Adopt Local Control Accountability Plan for the 2017-2018 School Year

Motion to approve and adopt the Local Control Accountability Plan for the 2017-2018 School Year was made by Member Rob Pappalardo and seconded by Member Sophia Layne.

(M-96) Passed 3-0
Member Kimberly Hines absent
Member Kirk Riemer absent

e. Approve and Adopt Proposed Budget for the 2017-2018 School Year

Motion to approve and adopt the proposed Budget for the 2017-2018 School Year was made by Member Sophia Layne and seconded by Member Rob Pappalardo.

(M-97) Passed 3-0
Member Kimberly Hines absent
Member Kirk Riemer absent

f. Adopt Resolution No. 15-17 Authorizing the District to Spend Funds

Motion to adopt Resolution No. 15-17 authorizing the District to spend funds was made by Member Rob Pappalardo and seconded by Member Sophia Layne.

(M-98) Passed 3-0
Roll Call:
Ms. Freya McCamant-aye
Mr. Rob Pappalardo-aye
Ms. Sophia Layne-aye
Ms. Kimberly Hines-absent
Dr. Kirk Riemer-absent

g. Conduct a Public Hearing and Adopt Resolution No. 16-17 for Award of the Energy Performance Contract with Climatec LLC

President McCamant opened Public Hearing at 8:03 pm. Hearing no comments, President McCamant closed the public hearing at 8:04 pm

Motion to adopt Resolution No. 16-17 for award of the energy performance contract with Climatec LLC, was made by Member Sophia Layne and seconded by Member Rob Pappalardo.

(M-99) Passed 3-0
Roll Call:
Ms. Freya McCamant-aye
Mr. Rob Pappalardo-aye
Ms. Sophia Layne-aye
Ms. Kimberly Hines-absent
Dr. Kirk Riemer-absent

16. **ADJOURNMENT OF THE MEETING**

Motion to adjourn made by Member Rob Pappalardo and seconded by Member Sophia Layne.

(M-100) Passed 3-0
Member Kimberly Hines absent
Member Kirk Riemer absent

Meeting was adjourned at 8:05 PM.

Minutes prepared by Patricia Serrano, Administrative Assistant to the Superintendent

Minutes presented by Jane Yuster, Secretary to the Governing Board

Certified by:

_____ _____

Sophia Layne
Clerk to the Governing Board

Date

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 14.j

**BOARD AGENDA ITEM:** Approve and Adopt Minutes of July 26, 2017 Special Governing Board Meeting

**DEPARTMENT:** Superintendent/Governing Board

**CONTACT PERSON:** Jane Yuster, Superintendent

**BACKGROUND INFORMATION:**

The Governing Board routinely reviews and approves minutes from all regular meetings and special sessions.

**REPORT/PROPOSAL:**

The unadopted minutes from the July 26, 2017, special Governing Board meeting are included in this Board packet for consideration.

**FINANCIAL IMPACT:**

There is no financial impact to the General Fund.

**RECOMMENDATION:**

Approve and adopt minutes of July 26, 2017, special Governing Board meeting.

# Special Governing Board Agenda

## Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT
Pilarcitos High School Multi-Use Room
498 Kelly Avenue, Half Moon Bay, CA 94109
Wednesday, July 26, 2017
5:00 PM

**Board Members Present:** Ms. Freya McCamant, President
Mr. Rob Pappalardo, Vice President
Ms. Sophia Layne, Clerk to the Governing Board
Ms. Kimberly Hines, Member
Dr. Kirk Riemer, Ph.D., Member

**Administrators at the Table:** Ms. Jane Yuster, Superintendent

1. **CALL TO ORDER - 5:07 P.M.**

2. **ROLL CALL / QUORUM**

____ Ms. Freya McCamant, President
____ Mr. Rob Pappalardo, Vice President
____ Ms. Sophia Layne, Clerk to the Governing Board
____ Ms. Kimberly Hines, Member
____ Dr. Kirk Riemer, Ph.D., Member

3. **PLEDGE OF ALLEGIANCE**

Pledge of allegiance was led by Dr. Kirk Riemer.

4. **ADOPTION OF AGENDA AS PRESENTED / AMENDED**

Motion to adopted the agenda as presented was made by Member Kirk Riemer and seconded by Member Sophia Layne.

(M-1) Passed 5-0

5. **COMMENTS FROM THE PUBLIC RELATED TO ITEMS NOT ON THIS AGENDA**

None

6. **DISCUSSION ITEMS**

a. Discuss First Reading of Board Policy 3470 on Debt Issuance and Management

The Governing Board reviewed and discussed the first reading of Board Policy 3470 on Debt Issuance and Management.

7. **RECESS TO CLOSED SESSION – 5:13 P.M.**

a. Public Employee Evaluations: Superintendent (Government Code §54954.5, §54957)

President McCamant reported no action taken in closed session.

8. **FUTURE BOARD AGENDA ITEMS**

a. Approve Quarterly Report on Williams Uniform Complaints (Education Code §35186)

b. Disuss the 2017-2017 District - Wide and Site Staff Development Plans

c. Approve School Site Plans

d. Approve Board Policy Maintenance Updates

9. **ADJOURNMENT OF THE MEETING**

Motion to adjourn made by Member Kimberly Hines and seconded by Member Kirk Riemer

(M-2) Passed 5-0

Meeting adjourned at 7:47 p.m.

Minutes prepared by Patricia Serrano, Administrative Assistant to the Superintendent

Minutes presented by Jane Yuster, Secretary to the Governing Board

Certified by:

_____ _____

Sophia Layne Date
Clerk to the Governing Board

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 15.a

**BOARD AGENDA ITEM:** Approve Compensation Increase for Elementary Non-Represented Noon Duty Supervisors

**DEPARTMENT:** Personnel

**CONTACT PERSON:** John Corry, Assistant Superintendent, Personnel

**BACKGROUND INFORMATION:**

The CUSD Governing Board approved a compensation increase for certificated, classified and administrative employees effective July 1, 2017. The last Board approved compensation increase for the Noon Duty Supervisor position occurred on January 17, 2008 with an effective date of August 24, 2007. As a non-represented position, Noon Duty Supervisors are not eligible for health benefits and other forms of compensation afforded to certificated, classified and administrative employees.

**REPORT/PROPOSAL:**

Senior Leadership proposes an increase from the current $11.22/hour to $12.75/hour, an increase of approximately 14%. The increase will affect 17 staff members (4.25 FTE) working an average of 10 hours/week. The proposed hourly rate is less than the CSEA Cunha Intermediate Middle School and Half Moon Bay High School Campus Security Assistant starting rates.

**FINANCIAL IMPACT:**

Financial impact is included in the budget.

**RECOMMENDATION:**

Approve compensation increase for elementary non-represented Noon Duty Supervisors.

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 15.b

**BOARD AGENDA ITEM:** Adopt Resolution No. 16-17 Authorizing the Issuance and Sale of the 2017 General Obligation Refunding

**DEPARTMENT:** Governing Board

**CONTACT PERSON:** Crystal Leach, Chief Business Official

**BACKGROUND INFORMATION:**

In June, 2012 the community supported the passage of Measure S and authorized the District to issue up to $81 million in facility bond funds over the life of the program. On October 25, 2012, the District issued $18 million as Series A of our General Obligations Bonds, on January 28, 2015, the District issues $20 million as Series B, and on December 8, 2016 the issuance of $20 million as Series C.

**REPORT/PROPOSAL:**

The district desires to initiate proceedings for the issuance of 2017 General Obligation Refunding Bonds to refinance certain maturities of the District's outstanding Election of the 2012 Series A General Obligation Bonds for debt service savings.

**FINANCIAL IMPACT:**

There is no negative financial impact to the General Fund. There is a potential savings to our community estimated at 5.6%.

**RECOMMENDATION:**

Adopt Resolution No. 16-17 authorizing the issuance and sale of the 2017 General Obligation Refunding.

# Cabrillo Unified School District

## RESOLUTION NO. 16-17

**RESOLUTION OF THE GOVERNING BOARD OF THE CABRILLO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE 2017 GENERAL OBLIGATION REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED OF $6,000,000; AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS**

WHEREAS, the Governing Board (the "Board") of the Cabrillo Unified School District (the "District") has previously issued or caused to be issued the Cabrillo Unified School District (County of San Mateo, California) General Obligation Bonds, Election of 2012, Series A dated October 25, 2012 in the principal amount of $18,000,000 of which $14,705,000 principal amount is currently outstanding (the "Series A Bonds");

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds without submitting the question of the issuance of the refunding bonds to a vote of the qualified electors of the local agency;

WHEREAS, the Board deems it necessary and desirable to authorize the issuance of general obligation refunding bonds to refund a portion of the Series A Bonds (the "Refunded Bonds") on an advance basis pursuant to this Resolution and in conformity with the Act, to be designated as the "Cabrillo Unified School District (County of San Mateo, California) 2017 General Obligation Refunding Bonds" (the "Bonds") in an aggregate principal amount not exceeding $6,000,000, according to the terms and in the manner hereinafter set forth;

WHEREAS, the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds, will not exceed the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds;

WHEREAS, Section 15140(b) of the Education Code of the State of California authorizes a county board of supervisors to allow school districts over which the county superintendent of schools has jurisdiction to issue and sell school bonds directly without further action by 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, a form of bond purchase agreement, in the form presented at this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution (the "Bond Purchase Agreement") to purchase the Bonds proposed to be entered into with Raymond James & Associates, as underwriter (the "Underwriter") has been prepared;

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 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 Bonds, to provide disclosure of certain financial information and certain material events on an ongoing basis; in order to cause such requirement to be satisfied, the District desires to execute and deliver a continuing disclosure certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution (the "Continuing Disclosure Certificate");

WHEREAS, the preliminary official statement to be distributed in connection with the public offering of the Bonds, with such changes, insertions and omissions as are made

pursuant to this Resolution (the "Preliminary Official Statement"), has been prepared and is presented at this meeting;

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Cabrillo Unified School District does hereby resolve as follows:

ARTICLE 1

DEFINITIONS; AUTHORITY

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

**"Act"** means Articles 9 and 11 of Chapter 3 (commencing with Section 53550) of Division 2 of Title 5 of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

**"Articles," "Sections"** and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

**"Board"** means the Governing Board of the District.

**"Bond Counsel"** or **"Special Tax Counsel"** means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

**"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of the principal amount of and interest on the Bonds.

**"Bond Payment Date"** means February 1 and August 1 of each year commencing

February 1, 2018 with respect to payment of interest on the Bonds (or as otherwise as set forth in the Bond Purchase Agreement), and August 1 of each year with respect to payment of principal on the Bonds, in the years as set forth in the Bond Purchase Agreement.

**"Bond Purchase Agreement"** means the bond purchase agreement relating to the sale of the Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

**"Bond Register"** means the records maintained by the Paying Agent pursuant to Section 2.08 of this Resolution for registration of the ownership and transfer of ownership of the Bonds.

**"Bonds"** means the Cabrillo Unified School District (County of San Mateo, California) 2017 General Obligation Refunding Bonds at any time Outstanding pursuant to this Resolution.

**"Closing Date"** means the date upon which there is an exchange of Bonds for the proceeds representing the purchase price of the Bonds by the Underwriter as set forth in the Bond Purchase Agreement.

**"Code"** means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**"Continuing Disclosure Certificate"** shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

**"County"** means the County of San Mateo.

**"Costs of Issuance"** means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent and Escrow Bank, fees of a verification agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing. Additional costs authorized to be paid from the proceeds of the Bonds are all of the authorized costs set forth in Sections 53550(e) and (f) of the Government Code.

**"Debt Service"** means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

**"District Representative"** means the President of the Board, or such other member of the Board as the President may designate, the Superintendent of the District, and the Chief Business Official of the District, or such other officer or employee of the District as the Superintendent may designate.

**"Escrow Agreement"** means the Escrow Deposit and Trust Agreement, dated the Closing Date, by and between the District and The Bank of New York Mellon Trust Company, N.A., as escrow bank, with respect to the redemption of the Refunded Bonds.

**"Escrow Bank"** means The Bank of New York Mellon Trust Company, N.A., as escrow bank under the Escrow Agreement.

**"Escrow Fund"** means the escrow fund established pursuant to the Escrow Agreement.

**"Fair Market Value"** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of the applicable regulations of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

**"Federal Securities"** means United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

**"Information Services"** means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Bonds.

**"Official Statement"** means the Official Statement of the District relating to the Bonds.

**"Outstanding,"** when used as of any particular time with reference to Bonds, means all Bonds except:

(a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 8.02 hereof; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the District pursuant to the Resolution.

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

**"Paying Agent"** means The Bank of New York Mellon Trust Company, N.A., 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, costs of issuance agent and paying agent for the Bonds in accordance Section 6.01 hereof.

**"Paying Agent/Registrar/Depository Agreement"** means the agreement of that name, dated the Closing Date, by and between the District and the Paying Agent.

**"Preliminary Official Statement"** means the Preliminary Official Statement of the District relating to the Bonds.

**"Principal Office"** means the principal office of the Paying Agent in Los Angeles, California.

**"Refunded Bonds"** means the portion of the outstanding Series A Bonds that are being refunded on an advance basis.

**"Regulations"** means temporary and permanent regulations promulgated under the Code.

**"Resolution"** means this Resolution.

**"Securities Depositories"** means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041 Attention: Call Notification Department; or to such other addresses and/or such other registered securities depositories holding substantial amounts of obligations of types similar to the Bonds.

**"Supplemental Resolution"** means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article 7 hereof.

**"Tax Certificate"** means the Tax Certificate(s) with respect to the Bonds executed by the District, dated the date of issuance of the Bonds.

**"Treasurer-Tax Collector"** means the Treasurer-Tax Collector of the County or any authorized deputy thereof.

**"Underwriter"** means Raymond James & Associates, as the purchaser of the Bonds via a negotiated sale.

**"Written Request of the District"** means an instrument in writing signed by a District Representative, or by any other officer of the District duly authorized by the District.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

Section 1.03. Findings.

(a) The Board hereby finds and determines that the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds, does not exceed the total net

interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(b) The Board hereby finds and determines pursuant to section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Bonds without submitting the question of the issuance of the Bonds to a vote of the qualified electors of the District.

(c) The Board intends to redeem the Refunded Bonds on the first respective optional redemption dates thereof subsequent to the issuance of the Bonds.

ARTICLE 2

THE BONDS

Section 2.01. Authorization. Bonds in the aggregate principal amount of not to exceed Six Million Dollars ($6,000,000) are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. This Resolution constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and premiums, if any, and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the "Cabrillo Unified School District (County of San Mateo, California) 2017 General Obligation Refunding Bonds."

Section 2.02. Terms of Bonds.

(a) *Date of Bonds*. The Bonds shall be dated as of the Closing Date.

(b) *Form; Numbering*. The Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of $5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Bonds maturing in the year of maturity of the Bond for which the denomination is specified. Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

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

(d) *Maturities; Interest*. The Bonds shall mature and become payable on August 1 in each of the years 2018 through 2028, or otherwise as set forth in the Bond Purchase Agreement (but in no event through a date later than the final maturity date for the Refunded Bonds), in the amounts determined upon the sale thereof in accordance with the Bond Purchase Agreement. The Bonds shall bear interest at a rate not to exceed 8.00% per annum such rates to be determined upon the sale thereof in accordance with Section 4.01 hereof, payable semi-annually on each February 1 and August 1, commencing February 1, 2018, or as otherwise set forth in the Bond Purchase Agreement.

Each Bond shall bear interest from the Bond Payment Date next preceding the date

of registration and authentication thereof unless (i) it is registered and authenticated as of a Bond Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to a Bond Payment Date and after the close of business on the fifteenth day of the month preceding such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or (iii) it is registered and authenticated on or before the Record Date preceding the first Bond Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment*. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register at the close of business on the fifteenth (15th) day of the month preceding the Bond Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the Bonds is payable in lawful money of the United States of America at the Principal Office of the Paying Agent.

Section 2.03. Redemption of Bonds.

(a) *Redemption*. The Bonds will be subject to redemption on the dates and in the amounts specified in the Bond Purchase Agreement.

(b) *Selection of Bonds for Redemption*. If less than all of the Bonds shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such order as shall be directed by the District and, in lieu of such direction, on a proportional basis. Within a maturity, the Paying Agent shall select the Bonds for redemption as directed by the District, and, in lieu of such direction by lot; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of five thousand dollars ($5,000) or some integral multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by five thousand dollars ($5,000).

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

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered Owner of the Bonds, or if the registered Owner is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository, such as the Securities Depositories and to a national information service that disseminates securities redemption notices, such as Information Services and by first class mail, postage prepaid, to the District and the respective Owners of any registered Bonds designated for redemption at their addresses appearing on the Bond Register, in every case at least twenty (20) days, but not more than forty-five (45) days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Any notice of redemption for an optional redemption of the Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the notice of redemption shall not have been satisfied on or prior to the redemption date: (i) the notice of redemption shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of redemption was given that such condition or conditions were not met and that the redemption was canceled.

(d) *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 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the 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 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.

(e) *Partial Redemption of Bonds*. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the registered Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such registered Owner, the Paying Agent and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(f) *Effect of Redemption*. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside for such purpose, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Section 2.03, together with interest to such redemption date, shall be held irrevocably in trust so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent or an independent escrow agent selected by the District for the redemption of Bonds shall be held in trust for the account of the registered Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 2.03 shall be canceled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be canceled by the Paying Agent.

Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by or on behalf of the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, all as provided in this Resolution, then such Bonds shall no longer be deemed outstanding and shall be surrendered to the Paying Agent for cancellation.

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

Section 2.05. Execution of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the President of the Governing Board, or an authorized designee thereof, and countersigned by the manual or facsimile signature of the Secretary to the Governing Board, or an authorized designee thereof. The Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

Only such Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

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

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized

denominations and of the same maturity. The Paying Agent shall 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 exchanges of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District upon reasonable notice; 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 said books, Bonds as herein before provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office of the Paying Agent and the Paying Agent shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Bonds executed and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in connection therewith. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on

such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant of any amount in respect of the principal or interest with respect to the Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

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

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

## ARTICLE 3

## ISSUE OF BONDS; APPLICATION OF BOND PROCEEDS; SECURITY FOR THE BONDS

Section 3.01. Issuance, Award and Delivery of Bonds. At any time after the execution of this Resolution the District may issue and deliver Bonds in the aggregate principal amount of not to exceed Six Million dollars ($6,000,000).

The District Representatives shall be, and are hereby, directed to cause the Bonds to be printed, signed and sealed, and to be delivered to the Underwriter on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the Bonds to the Underwriter, upon receipt of a Written Request of the District.

Section 3.02. Debt Service Fund. There is hereby created the "Cabrillo Unified School District (County of San Mateo, California) 2017 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund"), which shall be held and maintained by the Treasurer-Tax Collector as a separate fund, distinct from all other funds thereof. Any accrued interest received by the District from the sale of the Bonds shall be kept separate and apart in the Debt Service Fund for the Bonds and used only for payments of principal and interest on the Bonds. There shall also be transferred to and deposited in the Debt Service Fund *ad valorem* taxes in accordance with Section 3.05 below. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

Section 3.03 Escrow Fund. There is hereby authorized the "Cabrillo Unified School District (County of San Mateo, California) 2017 General Obligation Refunding Bonds Escrow Fund" (the "Escrow Fund"), which shall be established by the Escrow Bank under the Escrow Agreement for the purpose of depositing a portion of the proceeds of the Bonds, together with any other available funds, in an amount sufficient, together with interest earnings thereon, to defease the Refunded Bonds.

Section 3.04. Application of Proceeds of Sale of Bonds. On the Closing Date, the proceeds of sale of the Bonds shall be paid by the Underwriter to the Paying Agent and to the Escrow Bank. As directed by the District, the Paying Agent and Escrow Bank shall deposit or transfer all of such amounts as follows:

(a) The Paying Agent shall deposit in an account to be established pursuant to the Agreement relating to Paying Agency, Registrar and Depository, the proceeds of the Bonds required to pay the Costs of Issuance (as shall be designated by the District on or prior to the Closing Date);

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

Section 3.05. Security for the Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged pursuant to Government Code Sections 5450 and 5451 for the payment of the principal of and interest on the Bonds when and as the same fall due. The moneys in the Debt Service Fund heretofore established and maintained by the County for the District, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as paying agent for the Bonds, as necessary to pay the principal of and interest on the Bonds. The Bonds shall, pursuant to Government Code Section 53515, be secured by a statutory lien on all revenues received pursuant to the levy and collection of ad valorem taxes for the payment of the Bonds.

Section 3.06. Rebate Fund. The following provisions shall apply to the Bonds.

(a) The District shall create and establish a special fund designated the "Cabrillo Unified School District (County of San Mateo, California) 2017 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the United States Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or cause to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

## ARTICLE 4

## SALE OF THE BONDS, APPROVAL OF BOND PURCHASE AGREEMENT, ESCROW AGREEMENT, PAYING AGENCY/ REGISTRAR/ DEPOSITORY AGREEMENT, OFFICIAL STATEMENT

Section 4.01. Bond Purchase Agreement/Sale of the Bonds. The form of Bond Purchase Agreement, in substantially the form submitted to this meeting as Exhibit C and made a part hereof as though set forth herein, is hereby approved, and the District Representatives are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the District Representative executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the interest rate on the Bonds shall not exceed the rate described in Section 2.02(d) hereof, (a) the minimum purchase price for the Bonds shall be not less than the aggregate principal amount thereof, (b) the Underwriter's discount for the sale of Bonds shall not exceed 0.8% of the principal amount of such Bonds exclusive of any costs of issuance the Underwriter contracts to pay, and (c) the Bonds shall otherwise conform to the limitations specified herein. The Board estimates that the Costs of Issuance will equal approximately 2.5% of the principal amount of the Bonds.

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

any.

The Board hereby finds and determines that the sale of the Bonds at a 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 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, including those residing in the local area, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

Section 4.02. Approval of Escrow Agreement. The Escrow Agreement, in substantially the form attached hereto as Exhibit D, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, or any designee thereof, is hereby approved by the Board. A District Representative, or any designee thereof, is hereby authorized and directed to execute the Escrow Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Escrow Agreement.

Section 4.03. Approval of Agreement relating to Paying Agency, Registrar and Depository. The Agreement relating to Paying Agency, Registrar and Depository, in substantially the form attached hereto as Exhibit E, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, or any designee thereof, is hereby approved by the Board. A District Representative, or any designee thereof, is hereby authorized and directed to execute the Agreement relating to Paying Agency, Registrar and Depository for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Agreement relating to Paying Agency, Registrar and Depository.

Section 4.04. Official Statement. The Board hereby approves the Preliminary Official Statement describing the financing, in substantially the form on file with the Secretary of the Board, together with any changes therein or additions thereto deemed advisable by a District Representative, or any designee thereof. The Board authorizes and directs a District Representative, or any designee thereof, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Bonds.

The Underwriter, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the Bonds therein offered for sale.

A District Representative, or any designee thereof, is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the Bonds, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Bonds, and does not, as of the date of delivery of the Bonds, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. A District Representative, or any designee thereof, shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate

to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by a District Representative, or any designee thereof, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Bonds.

Section 4.05. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Bonds are hereby approved. Each District Representative is hereby authorized and directed for and in the name and on behalf of the District, to provide for the purchase of escrow securities, to engage certified public accountants to verify the sufficiency of funds deposited in escrow, for defeasance of the Bonds, to execute and deliver any and all notices, certificates and representations, including signature certificates, no-litigation certificates, tax certificates, certificates relating to continuing disclosure obligations, notices to the California Debt and Investment Advisory Commission, and certificates concerning the Official Statement describing the Bonds, and to enter into such agreements or contracts, including as may be necessary to obtain bond insurance with respect to the Bonds, Paying Agent services or verification agent services with respect to the Refunded Bonds, or Escrow Bank services with respect to the Refunded Bonds, as such officers deem necessary and desirable to accomplish the purposes of this Resolution.

Section 4.06 Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal, or interest of the Bonds, it shall become the Owner of such Bonds with the right to payment of principal or interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

## ARTICLE 5

## OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or

funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Owners. The District will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

Section 5.05. Arbitrage Covenant.

(a) *No Arbitrage*. The District shall not take, or permit or suffer to be taken by the Paying Agent or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of Section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached to the Official Statement as Appendix E. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

## ARTICLE 6

## THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the Bonds. The Paying Agent

undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an event of default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars ($50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

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

Any banking corporation or national banking association into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party of any banking corporation or national banking association to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided that such banking corporation or national banking association shall be eligible hereunder, shall be the successor to the Paying Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding. Prompt notice of such merger or consolidation shall be given to the District. All costs and expenses of such merger or consolidation shall be paid by the successor Paying Agent and no additional charges shall be levied against the District.

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

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

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

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys.

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

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

Section 6.05. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. 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 Bonds, or from the Debt Service Fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District. A District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses.

## ARTICLE 7

## SUPPLEMENTAL RESOLUTIONS

Section 7.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other

covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 7.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

## ARTICLE 8

## MISCELLANEOUS

Section 8.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Bonds, any right, remedy, and claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Bonds.

Section 8.02. Defeasance.

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

(i) by paying or causing to be paid the principal or redemption price of and interest on Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing with an escrow agent selected by the District, in trust, at or before maturity, money or securities in the necessary amount, including investment

earnings thereon (as provided in Section 8.02(c)), to pay or redeem Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, Bonds Outstanding.

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

(b) *Discharge of Liability on Bonds*. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 8.02(c) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the escrow agent shall have been made for the giving of such notice, then all liability of the District in respect of such Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the escrow agent as aforesaid for such payment, provided further, however, that the provisions of Section 8.02(d) shall apply in all events.

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

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

(i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the escrow agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent or an escrow agent shall have been made for the giving of such notice; provided, in each case, that the escrow agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such Bonds.

(d) *Payment of Bonds After Discharge of Resolution*. Notwithstanding any provisions of this Resolution, any moneys held by the escrow agent in trust for the payment of the principal or redemption price of, or interest on, any Bonds and remaining unclaimed after the payment is due (whether at maturity or upon call for redemption as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the District free from the trusts created by this Resolution, and all liability of the escrow agent with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Bond Register a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

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

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

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books. Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 8.04. Waiver of Personal Liability. No board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such

board member, officer, agent or employee from the performance of any official duly provided by law.

Section 8.05. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 8.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Paying Agent in trust for the benefit of the Owners.

Section 8.07. Retention of Professionals. Isom Advisors, A Division of Urban Futures, Inc., is hereby designated as financial advisor to the District; Dannis Woliver Kelley is hereby designated as bond counsel and disclosure counsel; Raymond James & Associates is hereby designated as underwriter for the Bonds; and Causey Demgen & Moore P.C., is hereby designated as Verification Agent. The District Representatives, or any designee thereof, are hereby authorized and directed to execute agreements with such firms for their services, in the form on file with the Clerk of the Board.

Section 8.08. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Bonds, and to file with the Auditor-Controller and with the Treasurer-Tax Collector a copy of this Resolution, and the schedule of amortization of the principal of and payment on the Bonds and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Bonds the principal, interest, and premium, if any, due on the Bonds in each year, and to create in the County Treasury to the credit of the District an interest and sinking fund pursuant to Section 15146 of the Education Code.

Section 8.09. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

Section 8.10. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 10th day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Sophia Layne

Clerk of the Governing Board of
Cabrillo Unified School District

I, Sophia Layne, Clerk of the Governing Board of Cabrillo Unified School District, (County of San Mateo, California), do hereby certify that the foregoing is a full, true and correct copy of the Resolution passed and adopted by said Governing Board at a meeting on the 10th day of August, 2017.

Sophia Layne

Clerk of the Governing Board of
Cabrillo Unified School District

**EXHIBIT A**

FORM OF BOND

CABRILLO UNIFIED SCHOOL DISTRICT
(County of San Mateo, California)
2017 General Obligation Refunding Bond

| INTEREST RATE: | MATURITY DATE: | ISSUE DATE: | CUSIP: |
|---|---|---|---|
| _____% | August 1, 20__ | _____ __, 2017 | _____ |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The CABRILLO UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Amount stated above, in lawful money of the United States of America, and to pay interest thereon on February 1 and August 1 in each year, commencing on _____ 1, 20__ (each an "Interest Payment Date"), at the Interest Rate stated above calculated on the basis of 360-day year comprised of twelve 30-day months, in like lawful money from the Interest Payment Date next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) this Bond is authenticated on or prior to _____ 15, 2018, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Amount in full. Principal hereof and premium, if any, upon early redemption hereof are payable at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), in Los Angeles, California. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the Bond Register maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date.

This Bond is one of a duly authorized issue of bonds of the District designated as "Cabrillo Unified School District (County of San Mateo, California) 2017 General Obligation Refunding Bonds" (the "Bonds"), in an aggregate principal amount of _____ dollars ($ _____), all of like tenor and date (except for such variation, if any, as may be required

to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Chapter 4 (commencing with section 53550) of Articles 9 and 11 of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act"), and pursuant to Resolution No. ____ of the District adopted August 10, 2017, (the "Resolution"), authorizing the issuance of the Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the Clerk of the Governing Board of the District) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the District to refund a portion of the outstanding Cabrillo Unified School District (County of San Mateo, California) General Obligation Bonds, Election of 2012, Series A, dated October 25, 2012, on an advance basis.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Resolution) are general obligations of the District and the District has the power and is obligated to cause the Treasurer-Tax Collector of the County to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District. The Bonds shall, pursuant to Government Code Section 53515, be secured by a statutory lien on all revenues received pursuant to the levy and collection of ad valorem taxes for the payment of the Bonds.

Neither the District nor the Bond Registrar will be required to transfer or exchange any Bonds (a) during the period from the Record Date next preceding any Interest Payment Date to such Interest Payment Date, (b) during the period beginning with the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or before August 1, 20__ may be redeemed prior to their respective stated maturity dates, at the option of the District, from any source of available funds, on August 1, 20__ or on any date thereafter as a whole, or in part, at the principal amount thereof, together with interest accrued thereon to the date of redemption, without premium.

The Bonds are issuable as fully registered Bonds, without coupons, in denominations of $5,000 and any integral multiple thereof. 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 other authorized denominations and of the same maturity.

This Bond is transferable by the Owner hereof, in person or by his or her attorney duly authorized in writing, at said office of the Paying Agent in Los Angeles, California, but only in the manner and subject to the limitations provided in the Resolution, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the 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 Resolution may be amended without the consent of the Owners of the Bonds to the extent set forth in the Resolution.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Resolution.

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 hereon shall have been signed manually by the Paying Agent.

Unless this certificate is presented by an authorized representative of The Depository Trust Company; a New York corporation ("DTC"), to the District or the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede &r 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.

IN WITNESS WHEREOF, the Cabrillo Unified School District has caused this Bond to be executed in its name and on its behalf with the signatures of its President of the Governing Board and its Secretary of the Governing Board and its seal to be reproduced hereon, all as of the Issue Date stated above.

CABRILLO UNIFIED SCHOOL DISTRICT

By _____
President of the Governing Board

(SEAL)

ATTEST:

_____
Secretary to the Governing Board

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as
Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

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

_____

_____

_____

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

_____

_____

_____

the within Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

_____

_____

_____

attorney, to transfer the same on the bond register of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

| | |
|---|---|
| Notice: Signature(s) must be guaranteed by a qualified guarantor institution | Notice: The signature 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. |

**EXHIBIT B**

ESTIMATED COSTS OF ISSUANCE

| **Service** | **Estimated Fees or Costs** |
|---|---|
| Bond Counsel Fees and Expenses | $41,500 |
| Disclosure Counsel Fees and Expenses | 16,500 |
| Paying Agent / Escrow Agent | 3,000 |
| Financial Advisor Fee | 65,000 |
| Financial Advisor Expenses | 1,500 |
| County of San Mateo | 1,500 |
| Rating Agency | 14,000 |
| Printing | 1,000 |
| Verification Agent | 2,500 |
| Contingency | 3,500 |
| **Total** | $150,000 |

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

**$_____**
**CABRILLO UNIFIED SCHOOL DISTRICT**
**COUNTY OF SAN MATEO, CALIFORNIA**
**2017 GENERAL OBLIGATION REFUNDING BONDS**

**BOND PURCHASE AGREEMENT**

September __, 2017

Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019

Ladies and Gentlemen:

The undersigned (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement with the Cabrillo Unified School District (the "District"), which, upon acceptance of this offer by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by execution by the Superintendent, the Chief Business Official or other authorized officers of the District and the delivery of such acceptance to the Underwriter at or prior to 6:00 p.m., California time, on September__, 2017, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to the acceptance hereof by the District.

**1. Definitions.** All capitalized terms not defined herein shall have the meaning ascribed to them in the Resolution (as defined below) of the District with respect to the public offering of the Bonds, unless a different meaning clearly appears from the context, and the following words and terms shall have the following meanings, respectively:

**Bond Counsel** means Dannis Woliver Kelley.

**Bond Purchase Agreement** means this Bond Purchase Agreement.

**Bonds** mean the Cabrillo Unified School District, County of San Mateo, California, 2017 General Obligation Refunding Bonds.

**Business Day** means a day on which banks located in California are not required or authorized by law to be closed and the New York Stock Exchange is not closed.

**Closing Date** means the date of payment for and delivery of the Bonds as established pursuant to Section 7 (Closing) hereof.

**Closing Time** means the time at which payment for and delivery of the Bonds shall occur, as established pursuant to Section 7 (Closing) hereof.

**Code** means the Internal Revenue Code of 1986, as amended.

**Continuing Disclosure Certificate** means that certain Continuing Disclosure Certificate dated as of the Closing Date executed by the District.

**County** means the County of San Mateo, State of California.

**District Documents** means the Paying Agent/Registrar/Depository Agreement, this Bond Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate.

**Escrow Agreement** means that certain Escrow Agreement dated as of September 1, 2017, to be entered into by and between the District and The Bank of New York Mellon Trust Company, N.A., as escrow agent, relating to the redemption of the Refunded Bonds.

**Official Statement** means the final Official Statement of the District, dated the date hereof, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto, provided by the District.

**Paying Agent** means The Bank of New York Mellon Trust Company, N.A.

**Paying Agent/Registrar/Depository Agreement** means the Agreement relating to the Paying Agency, Registrar and Depository entered into by and between the District and the Paying Agent dated the Closing Date.

**Preliminary Official Statement** means the Preliminary Official Statement of the District, dated _____, 2017, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto provided by the District.

**Refunded Bonds** means a portion of the outstanding Cabrillo Unified School District (County of San Mateo, California) General Obligation Bonds, Election of 2012, Series A that mature on August 1 in the years 2023 through 2032, inclusive, 2034 and 2037 being refunded on an advance basis under the Escrow Agreement.

**Resolution** means Resolution No _____, adopted by the District on August 10, 2017.

**Series A Bonds** means the Cabrillo Unified School District, San Mateo County, California, General Obligation Bonds, Election of 2012, Series A.

**State** means the State of California.

**Underwriter** means Raymond James & Associates.

**2. Purchase, Sale, and Delivery of the Bonds.**

(A) Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties, and agreements set forth herein, the Underwriter hereby agrees to purchase from the District for offering to the public, and the District hereby agrees to execute and deliver to or upon the order of the Underwriter all (but not less than all) of the Bonds, duly authenticated by the Paying Agent. The aggregate purchase price to be paid by the Underwriter for the Bonds shall be $_____, which equals the principal amount of the Bonds ($_____), plus net original issue premium of $_____, less underwriter's discount of $_____. Payment for the Bonds shall be made in federal funds or through wire transfer of federal funds. The Bonds shall be released for delivery by the District no later than the Closing Time. The Underwriter will accept delivery of the Bonds through the facilities of The Depository Trust Company ("DTC").

(B) Arm's Length Transaction. The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter; (ii) in connection with such transaction and with the discussions, undertakings, and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting

solely as principal and not as agent or fiduciary of the District; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to (a) the offering of the Bonds, or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters); or (b) any other obligation to the except the obligations expressly set forth in this Bond Purchase Agreement; and (iv) the District consulted with its own legal, financial, and other professional advisors to the extent it has deemed appropriate in connection with the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB").

**3. Terms of the Bonds.** The Bonds shall be dated their date of delivery (the "Date of Delivery") and shall be payable as to interest on each February 1 and August 1, commencing February 1, 2018. The Bonds shall bear interest at the rates, shall mature on the dates and in the years, and shall be subject to redemption, as shown on Exhibit A hereto which is incorporated herein by reference, and shall otherwise be as described in the Official Statement, and shall be issued and secured pursuant to the provisions of the Resolution and Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the Government Code of the State of California and other applicable law (the "Act"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement or, if not defined in the Official Statement, in the Resolution.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, and shall be in fully registered form, registered in the name of Cede & Co., as nominee of DTC. The Bonds shall initially be in authorized denominations of $5,000 principal amount or any integral multiple thereof.

**4. Official Statement.**

(A) Preliminary Official Statement. The District confirms that the Preliminary Official Statement was deemed final for purposes of Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), as of its date, except for final information as to the offering prices, interest rates, selling compensation, amount of proceeds, delivery dates, other terms of the Bonds depending on such factors, and other information permitted to be omitted under Rule 15c2-12.

(B) Final Official Statement. The District agrees to deliver to the Underwriter as many copies of the final Official Statement, which includes the information omitted from the Preliminary Official Statement in accordance with Rule 15c2-12, and any supplements or amendments thereto as have been approved by the Underwriter, as the Underwriter shall reasonably request to enable it to meet its obligations under Rule 15c2-12 and under Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The District agrees to deliver such Official Statements within seven business days after the execution hereof (or earlier if necessary to accompany any confirmation that requires payment from any customer).

(C) End of the Underwriting Period. The "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (i) the Closing Date; or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter to the District on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

(D) Amendments or Supplements to Official Statement. If at any time prior to the twenty-fifth (25) day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), any event occurs as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein relating to the District, in light of the circumstances existing at such time, not misleading, the District shall forthwith notify the Underwriter in writing of any such event of which it has knowledge and, if in the opinion of the Underwriter such event requires an amendment or supplement to the Official Statement, the District will at its expense amend or supplement the Official Statement in a form and manner approved by the Underwriter. Any information supplied by the District for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**5. Public Offering of the Bonds.** The Underwriter agrees to offer the Bonds for sale to the public at the initial public offering price or prices (or yield or yields) set forth on Exhibit A attached hereto and made a part hereof; provided, however, that the Underwriter reserves the right to change such initial public offering prices or yields as the Underwriter deems necessary or desirable, in its sole discretion in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices or higher than the yields set forth in the Official Statement. The Underwriter also reserves the right (a) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market, and (b) to discontinue such stabilizing, if commenced, at any time. A public offering shall include an offering to a representative number of institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

**6. Establishment of Issue Price.**

(A) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(B) Except as otherwise set forth in Schedule I attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

[If Raymond James & Associates is Sole Manager and agrees to apply hold-the-offering-price rule, include this highlighted section below. If using actual sales price rule, do not include this section.]

(C) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter, agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

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

(C) The Underwriter confirms that any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group to (a) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(D) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees

pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

**7. Closing.** The Closing Time shall be no later than 10:00 a.m., California time, September __, 2017, or at such earlier or later time or on such earlier date as shall have been mutually agreed upon by the District and the Underwriter. The documents described in Section 9(E) (Receipt of Documents) hereof shall be delivered to the Underwriter at the Closing Time; and the Underwriter will accept delivery of such documents and pay the purchase price for the Bonds as described above. Delivery of such documents shall be made at the offices of Bond Counsel, _____, California, or at such other place as shall have been mutually agreed upon by the District and the Underwriter.

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

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

(B) Authority. The District has full legal right, power and authority under the laws of the State (i) to enter into the District Documents; (ii) to approve and execute the Official Statement; (iii) to issue, execute, sell, and deliver the Bonds to the Underwriter as provided herein; (iv) to perform its obligations under the District Documents; and (v) to consummate the transactions as described in the District Documents and the Official Statement.

(C) Official Action. By all necessary action, the District has duly approved the Preliminary Official Statement and authorized: (i) the execution and delivery of the District Documents and the issuance, sale, execution, and delivery of the Bonds; (ii) approval of the final Official Statement and the signing of the Official Statement by the District's Superintendent or Chief Business Official, or their designee; (iii) distribution of the Preliminary Official Statement and the Official Statement by the Underwriter; and (iv) the performance of the District's obligations under the District Documents and the consummation of the transactions to be consummated on its part as described therein and in the Official Statement.

(D) Validity of Documents. Assuming due authorization, execution, and delivery by the other parties thereto, this Bond Purchase Agreement is in full force and effect as of the date hereof and the other District Documents and the Bonds, upon execution

thereof, will each constitute valid and binding agreements or obligations of the District, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

(E) Government Approvals. All consents, approvals, authorizations, orders, licenses, or permits of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter (i) that are required for the due authorization by; or (ii) that would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance, sale, or delivery of the Bonds or the due performance by the District of its obligations under the District Documents, have been duly obtained (except for such approvals, consents, and orders as may be required under the Blue Sky or other securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(F) No Violation of Law. The issuance, sale, and delivery of the Bonds, the execution and delivery of the District Documents, and compliance with the District's obligations therein will not violate any such constitutional provision, law, administrative regulation, judgment, or decree.

(G) No Breach of Contracts. The issuance, sale, and delivery of the Bonds, the execution and delivery of the District Documents, and compliance with the District's obligations therein will not result in a breach of or constitute a default under any loan agreement, indenture, bond, note, resolution, agreement, mortgage, lease, or other instrument to which the District is a party or by which it is bound.

(H) No Litigation. As of the date hereof and except as may be described in the Official Statement, no action or proceeding before any court, governmental agency or arbitrator is pending or overtly threatened in writing against the District (i) in any way affecting the existence of the District or in any way challenging the respective powers of the Board of Trustees of the District or any officer of the District who is required to act with respect to the issuance, execution, sale, and delivery of the Bonds or the execution and delivery of the District Documents; (ii) affecting or seeking to prohibit, restrain, or enjoin the issuance, sale, execution, or delivery of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Resolution; (iii) in any way contesting or affecting the validity or enforceability of the Bonds or the District Documents, the powers of the District, or its authority with respect to the issuance, sale, or delivery of the Bonds or the execution and delivery of the District Documents; (iv) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement; (v) in any way contesting or challenging the consummation of the transactions contemplated by the Official Statement or the District Documents; or (vi) in which a final adverse decision could materially adversely affect the operations of the District or adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxes.

(I) No Debt Issues. Between the date hereof and the Closing Time, without the consent of the Underwriter, which consent will not be unreasonably withheld, the District will not offer or issue (or request the County of San Mateo to issue on its behalf) any bonds, notes, or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the District.

(J) "Blue Sky" Qualification. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale

under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for distribution of the Bonds; provided, however, that the District shall not be required to register as a broker-dealer in any state or other jurisdiction of the United States.

(K) Accuracy of Preliminary Official Statement. As of the date thereof, and at the time of the District's acceptance hereof, the Preliminary Official Statement (except for any information about DTC) did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Preliminary Official Statement, in light of the circumstances under which they were made, not misleading.

(L) Accuracy of Official Statement. As of the date hereof, and (unless an event occurs of the nature described in Section 4(D) (Amendments or Supplements to Official Statement)) at all times subsequent hereto, up to and including the end of the underwriting period as described in Section 4(C) (End of the Underwriting Period), the Official Statement (except for any information about DTC) does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in light of the circumstances under which they are made, not misleading.

(M) Accuracy of Supplemented Official Statement. If the Official Statement is supplemented or amended pursuant to Section 4(D) (Amendments or Supplements to Official Statement), at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section) at all times subsequent thereto up to and including the end of the underwriting period as described in Section 4(C) (End of the Underwriting Period), the Official Statement as so supplemented or amended (except for any information about DTC) will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(N) Officials' Certificates. Any certificate signed by any officer or representative of the District with respect to the Bonds or the District Documents and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(O) No Arbitrage. The District shall not take any action or fail to take any action, or permit any action or omission with regard to which the District may exercise control, with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, including the Treasury Regulations with respect thereto.

(P) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller of the County copies of the Resolution, a copy of the Paying Agent/Registrar/Depository Agreement, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(Q) No Material Adverse Change. The financial statements of, and other financial information regarding the District, in the Preliminary Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing Date, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(R) Representation Regarding Bonds. The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to issue the Bonds or enter into this Bond Purchase Agreement for the sale of the Bonds to the Underwriter.

**9. Conditions to the Underwriter's Obligations.** The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties, and obligations of the District contained herein, in the other District Documents, and in the other documents and instruments to be delivered on the Closing Date. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement shall be subject to the following conditions:

(A) Representations and Warranties. The representations and warranties of the District contained herein shall be true, complete, and correct in all material respects at the date hereof and at and as of the Closing Time, as if made at and as of the Closing Time and will be confirmed by a certificate or certificates of the appropriate District officer or officers dated the Closing Date; the statements made in all Bonds and other documents delivered to the Underwriter at the Closing Time pursuant hereto shall be true, complete, and correct in all material respects at the Closing Time; and the District shall be in compliance with each of the warranties, agreements, and covenants made by it in the District Documents.

(B) Actions and Obligations. (i) At the Closing Time, all actions that in the opinion of Bond Counsel are necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (ii) the District shall perform or have performed all of its obligations required under or specified in the District Documents to be performed at or prior to the Closing Time.

(C) Actions Relating to Documents. As of the date hereof and at the Closing Time, all necessary actions of the District relating to the District Documents and the Official Statement, and all other matters with respect to authorization, issuance, execution, sale, and delivery of the Bonds, shall have been taken and shall be in full force and effect and shall not have been amended, modified, or supplemented in any material respect, except as agreed to in writing by the Underwriter.

(D) No Material Change. Subsequent to the date hereof and up to and including the Closing Time, there shall not have occurred any change in the financial position, results of operations, or condition, financial or otherwise, of the District; or in any of the District Documents, as the foregoing matters are described in the Official Statement, that in the reasonable judgment of the Underwriter would materially impair the investment quality of the Bonds.

(E) Receipt of Documents. At or prior to Closing Date, the Underwriter shall receive a transcript of all proceedings relating to the authorization, issuance, execution, sale, and delivery of the Bonds, certified by such officer or officers of the District as shall be satisfactory to the Underwriter, specifically including copies of each of the following documents:

(i) Official Statement. The Official Statement delivered in accordance with Section 4 (Official Statement) hereof and each supplement or amendment, if any, each executed by the Superintendent or Chief Business Official, or their designee, or such other authorized officer of the District.

(ii) Final Opinion of Bond Counsel. An approving legal opinion of Bond Counsel, dated the Closing Date, in the form of Appendix D to the Official Statement, and a letter from Bond Counsel addressed to the Underwriter authorizing the Underwriter to rely on that opinion.

(iii) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel, addressed to the Underwriter, in form and substance to the effect that:

(1) The statements and information contained in the Official Statement on the cover page and under the captions "INTRODUCTION," "THE BONDS" and "TAX MATTERS," and in Appendix D, insofar as such statements purport to summarize certain provisions of the Bonds, the Resolution and such counsel's opinion with respect to the validity of, and certain Federal and State of California tax matters relating to, the Bonds, are true and accurate in all material respects;

(2) The Bonds are exempt from registration under the Securities Act of 1933, as amended (the "1933 Act"), and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(3) The District Documents have been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and equitable remedies if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and limitations on remedies against public agencies, and except as the enforceability of the indemnification or waiver provisions contained in the District Documents may be limited by applicable securities laws or public policy.

(4) The Refunded Bonds have been defeased and are no longer outstanding.

(iv) Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the District and the Underwriter, of Disclosure Counsel, to the effect that without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not

misleading (except that no opinion or belief need be expressed as to any financial or statistical data contained in the Official Statement);

(v) District Resolution. The Resolution of the Board of Trustees of the District approving the execution and delivery of the Bonds and the execution and delivery of the District Documents, approving the Preliminary Official Statement, and authorizing execution of the Official Statement and distribution of the Preliminary Official Statement and the Official Statement, certified by the Secretary of the Board of Trustees.

(vi) Tax Certificate. A Tax Certificate of the District in form satisfactory to Bond Counsel, signed by such officers of the District as shall be satisfactory to Bond Counsel and the Underwriter.

(vii) District's Certificate. A certificate, dated the Closing Date and signed by such officers of the District as shall be satisfactory to the Underwriter, to the effect that:

(1) the representations and warranties of the District contained herein are true and correct in all material respects on and as of the Closing Time with the same effect as if made at the Closing Time;

(2) the Resolution of the Board of Trustees of the District authorizing the issuance, execution, sale, and delivery of the Bonds and the execution and delivery of the District Documents, approving the Preliminary Official Statement, and authorizing execution of the Official Statement and distribution of the Preliminary Official Statement and the Official Statement, is in full force and effect at the Closing Time and has not been amended, modified, or supplemented, except as agreed to in writing by the Underwriter;

(3) there has not been any adverse change of a material nature in the financial position, results of operations, or condition, financial or otherwise, of the District since the date of this Bond Purchase Agreement; and

(4) the District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Time.

(5) District officials have reviewed the Official Statement and on such basis certify that the Official Statement (excluding therefrom information regarding DTC and its book-entry only system) does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(6) the Bonds being delivered on the Closing Date to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution.

(7) No event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the

statements in the Official Statement in light of the circumstances in which they were made not misleading.

(viii) Paying Agent's Certificate. A certificate dated the Closing Date of an authorized officer of the Paying Agent to the effect that:

(1) the Paying Agent has duly accepted its duties under the Paying Agent/Registrar/Depository Agreement;

(2) the Paying Agent/Registrar/Depository Agreement was duly executed and delivered and the Bonds were duly authenticated in the name and on behalf of the Paying Agent by authorized signatories of the Paying Agent; and

(3) to the knowledge of the Paying Agent, there are no actions or proceedings against the Paying Agent pending (service of process having been accomplished) or overtly threatened in writing, before any court, governmental agency, or arbitrator that a) seek to restrain or enjoin the execution and delivery of the Paying Agent/Registrar/Depository Agreement or the delivery of the Bonds, by the Paying Agent or b) seek to affect the validity of the Bonds or the Paying Agent/Registrar/Depository Agreement against the Paying Agent.

(ix) Agreements. Fully executed copies of the Paying Agent/Registrar/Depository Agreement, Escrow Agreement and the Continuing Disclosure Certificate.

(x) Issue Price Certificate(s). The Underwriter shall execute and deliver on the Closing Date an issue price or similar certificate(s) and supporting documents in form and substance reasonably satisfactory to the District, Bond Counsel and the Underwriter in accordance with Section 6 (Establishment of Issue Price).

(xi) Rating Letter. Letter from Standard & Poor's Global Ratings, a division of Standard & Poor's Financial Services LLC ("Standard & Poor's") evidencing that the Bonds are rated "___" and a letter from Moody's Investors Service ("Moody's") evidencing that the Bonds are rated "___" and that each such rating is in full force and effect and has not been withdrawn or downgraded for any reason.

(xii) Verification Report. A report (as required by Government Code section 53558) from a certified public accountant licensed to practice in California certifying the sufficiency of the proceeds of the Bonds and the maturing principal amounts of and interest earned on the government obligations purchased therewith and the other moneys to be deposited pursuant to the Escrow Agreement to pay and redeem the Refunded Bonds and to pay the designated costs of issuance of the Bonds.

(xiii) Escrow Agent's Certificate. A Certificate of the Escrow Agent, dated the Closing Date, to the effect that (a) the Escrow Agent is duly organized and existing as a national banking association in good standing under the laws of the United States having the full power and authority to enter into and perform its duties under the Escrow Agreement; (b) no consent, approval, authorization or other action by any governmental or regulatory agency having jurisdiction over the Escrow Agent that has not been obtained is or will be required for the consummation by the Escrow Agent of the transactions contemplated by the Escrow Agreement; (c) the execution and

delivery by the Escrow Agent of the Escrow Agreement and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Escrow Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Escrow Agent or any of its activities or properties (except that no representation, warranty or agreement is made by the Escrow Agent with respect to any Federal or state securities or blue sky laws or regulations), or result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Escrow Agent; and (d) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending or to the best of the Escrow Agent's knowledge threatened against or affecting the existence of the Escrow Agent or in any way contesting or affecting the validity or enforceability of the Escrow Agreement or contesting the powers of the Escrow Agent or its authority to enter into and perform its obligation under the Escrow Agreement, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated thereby, or which, in any way, would adversely affect the validity of the Escrow Agreement.

(xiv) Underwriter's Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Kronick, Moskovitz, Tiedemann & Girard, Underwriter's Counsel, in format and substance acceptable to the Underwriter.

(xv) Opinion of Escrow Agent Counsel. An opinion, dated as of the date of the Closing and addressed to the District and the Underwriter of counsel to the Escrow Bank to the effect that:

(1) the Escrow Bank is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and perform its duties under the Escrow Agreement; and

(2) the Escrow Agreement has been duly authorized, executed and delivered by the Escrow Bank and constitutes the legal, valid and binding obligation of the Escrow Bank, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

(xvi) Other Legal Opinions and Documents. Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the District and the Paying Agent with all legal requirements with respect to the issuance, sale, execution and delivery of the Bonds and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

**10. Termination.** If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the Closing Time. Notice of such cancellation shall be given to the District in writing, or

by telephone or telegraph confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived in writing by the Underwriter at its sole discretion.

The Underwriter shall also have the right to cancel its obligations to purchase the Bonds, by written notice to the District, if between the date hereof and the Closing Time:

(A) Inaccuracy of Official Statement. Any event occurs or information becomes known that, in the reasonable judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(B) Change in Law Affecting Bonds. Any legislation, resolution, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or any action taken by any department or agency of the State or federal government that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds;

(C) Change in Law Affecting Tax Consequences of Interest Paid on the Bonds. The market for the Bonds or the market price of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by legislation enacted by the Congress of the United States, or passed by either house of the Congress, or favorably reported for passage to either house of the Congress by any Committee of such house to which such legislation has been referred for consideration, or by the legislature of the State; or a decision rendered by a court of the United States or the State or by the United States Tax Court, or a ruling, order, or regulation (final or temporary) made by the Treasury Department of the United States or the Internal Revenue Service or other federal or State authority, that would have the effect of changing, directly or indirectly, the federal income tax consequences or State income tax consequences of the receipt of interest paid with respect to obligations of the general character of the Bonds;

(D) Administrative Action Affecting Securities Law Status. A stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission (including a no-action or interpretive letter of the staff thereof) or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, execution, sale, or delivery of obligations of the general character of the Bonds, including any underlying or related arrangements, as contemplated hereby or by the Official Statement, is in violation of (or would be in violation unless registered or otherwise qualified under) any provision of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or the Bonds, including any underlying or related arrangements, are required to be registered under the Securities Exchange Act of 1934, as amended and as then in effect (the "Exchange Act"), or the Resolution is required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act");

(E) Change in Law Affecting Securities Law Status. Legislation shall be introduced in or enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, including any underlying or related arrangements, are not exempt from registration, qualification, or the other requirements of the Securities Act or the

Exchange Act that are not now applicable to the Bonds and any underlying or related arrangements or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act;

(F) Change in Capital Requirements. Any national securities exchange, or any governmental authority, shall impose, as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(G) Banking Moratorium. A general banking moratorium shall have been established by federal, New York, or State authorities;

(H) National Emergency. A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred (regardless of the circumstances, if any, that exist as to such events as of the date hereof) that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds;

(I) Suspension of Trading. A general suspension of trading on the New York Stock Exchange shall be in force;

(J) Market Disruption. The marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by disruptive events, occurrences or conditions in the securities or debt markets;

(K) Litigation. Any litigation shall be instituted or be pending at the Closing Time to restrain or enjoin the issuance, execution, or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Bonds, the District Documents, the security for the Bonds, or the existence or powers of the District; or

(L) Ratings Withdrawal or Downgrade. The withdrawal or downgrading of any rating of the Bonds or the District's outstanding indebtedness by any national rating agency then rating the Bonds.

If the Underwriter terminates its obligations to purchase the Bonds because the conditions specified in this Bond Purchase Agreement shall not have been fulfilled at or before the Closing Time, such termination shall not result in any liability on the part of the Underwriter.

**11. Conditions to Obligations of the District.** The performance by the District of its obligations hereunder is conditioned upon (i) the performance by the Underwriter of its obligations hereunder at or prior to the Closing Date; and (ii) the following additional conditions:

(A) Continued Legality. No order, decree, injunction, ruling, or regulation of any court, regulatory agency, public board, or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the issuance, offering, sale, execution, or delivery of the Bonds as contemplated hereby or by the Official Statement;

(B) Opinions and Certificates. The opinions and certificates required to be delivered at the Closing Time under Section 9(E) (Receipt of Documents) of this Bond Purchase Agreement by persons and entities other than the District shall have been delivered to the District in form and substance satisfactory to Bond Counsel.

**12. Expenses.**

(A) The District shall pay any expenses incident to the performance of its obligations hereunder from the proceeds of the Bonds, including but not limited to the following:the cost of the preparation and reproduction of the District Documents;

(ii) the fees and disbursements of Bond Counsel, disclosure counsel, accountants, financial advisor, and any other experts or consultants retained in connection with the Bonds;

(iii) the cost of the preparation, printing and delivery of the Bonds;

(iv) the fees for Bond ratings, including all necessary travel expenses;

(v) the cost of the printing and distribution of the Preliminary Official Statement, and the Official Statement;

(vi) the initial fees of the Paying Agent and Escrow Agent; and

(vii) all other fees and expenses incident to the issuance and sale of the Bonds.

(B) All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission and CUSIP fees, travel, fees of counsel to the Underwriter, all expenses incurred by it in connection with the public offering and distribution of the Bonds (including all advertisement expenses and "blue sky" filing fees), and other expenses (except as provided above) without limitation, shall be paid by the Underwriter.

**13. Continuing Disclosure.** The District will undertake, pursuant to the Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain significant events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Except as otherwise described in the Official Statement, the District has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure certificate or agreement under the Rule.

**14. Notices.** Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, addressed as follows:

If to the District: Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019
Attention: Superintendent

If to the Underwriter: Raymond James & Associates
209 Avenida Del Mar, Suite 207
San Clemente, CA 92672

Attn: Managing Director

**15. Parties in Interest.** This Bond Purchase Agreement when accepted by the District in writing as heretofore specified, shall constitute the entire agreement between the District and the Underwriter and is made solely for the benefit of the District and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

**16. Survival of Representations and Warranties.** All representations, warranties, and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation of any statement in respect thereof made by or on behalf of the Underwriter; (b) delivery of and payment by the Underwriter for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

**17. Section Headings and References.** The headings or titles of the sections and subsections of this Bond Purchase Agreement are solely for convenience of reference and shall not affect the meaning, construction, or effect of any provision of this Bond Purchase Agreement.

**18. Execution in Counterparts.** This Bond Purchase Agreement may be executed in several counterparts and by each of the parties hereto in separate counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**19. Applicable Law.** This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

**20. Effective Date.** This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the District and shall be valid and enforceable as of the time of such acceptance.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Bond Purchase Agreement to be duly executed by their officers duly authorized as of the date first written above.

**RAYMOND JAMES & ASSOCIATES**

By:_____

The foregoing is hereby agreed to and accepted
as of September ___, 2017, at __:__ a.m. / p.m.

**CABRILLO UNIFIED SCHOOL DISTRICT**

By:_____
Jane Yuster,
Superintendent

**EXHIBIT A**

**DESCRIPTION OF THE BONDS**

| Maturity Date (August 1) | Amount | Interest Rate | Yield | Price |
|---|---|---|---|---|

C = Priced to first optional call date of _____ 20___.

**Optional Call Provisions:**

The Bonds maturing on or before August 1, 2027 are not subject to redemption prior to their stated maturity dates. The Bonds maturing on or after August 1, 2028 are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 2027, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

SCHEDULE I

EXHIBIT D

FORM OF ESCROW DEPOSIT AND TRUST AGREEMENT

**$_____**
**CABRILLO UNIFIED SCHOOL DISTRICT**
**(COUNTY OF SAN MATEO, CALIFORNIA)**
**2017 GENERAL OBLIGATION REFUNDING BONDS**

ESCROW AND DEPOSIT AGREEMENT

This Escrow and Deposit Agreement (this "Escrow Agreement"), dated _____ 1, 2017, is by and between the CABRILLO UNIFIED SCHOOL DISTRICT, a school district duly created and existing pursuant to the laws of the State of California, (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "Escrow Bank").

W I T N E S S E T H:

WHEREAS, the Governing Board (the "Board") of the Cabrillo Unified School District (the "District") has previously issued or caused to be issued the Cabrillo Unified School District (County of San Mateo, California) General Obligation Bonds, Election of 2012, Series A, dated October 25, 2012 in the principal amount of $18,000,000, of which $_____ principal amount is currently outstanding (the "Series A Bonds");

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

WHEREAS, the District has determined that it is in the best interests of the District to refund on an advance basis a portion of the outstanding Series A Bonds (such refunded portion being referred to herein as the "Refunded Bonds") and it is necessary to enter into this Escrow Agreement to provide for the refunding of the Refunded Bonds;

WHEREAS, the Board, by resolution adopted on _____, 2017 (the "Resolution"), has authorized the execution and delivery of the District's $_____ 2017 General Obligation Refunding Bonds (the "Bonds"), and has determined to use a portion of the proceeds of the Bonds to redeem a portion of the outstanding Series A Bonds on August 1, 2022, (the "Redemption Date") at a redemption price equal to 100% of the principal amount of such Series A Bonds (the "Redemption Price"), together with accrued interest to the Redemption Date;

WHEREAS, the District, in the Resolution, has directed that a portion of the proceeds of the sale of the Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment and redemption of the Refunded Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

Section 1. Discharge of Bonds. The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the Resolution adopted by the Board on September 13, 2012, (the "Series A Bonds Resolution") with respect to the Refunded Bonds, and to terminate all obligations of the District thereunder with respect thereto.

Section 2. Escrow Fund.

(a) There is hereby established a special fund, to be held by the Escrow Bank for the benefit of the owners of the Refunded Bonds, to be known as the "Escrow Fund." Upon the issuance of the Bonds, there shall be deposited into the Escrow Fund an amount equal to $_____ derived from the proceeds of the Bonds. The Escrow Bank shall apply $_____ of such funds to the purchase of certain securities as directed in paragraph (b) below and shall hold the remaining $_____ in cash uninvested. The total cost of the Escrow Securities (as defined below) provided by _____ (the "Provider") is $_____.

(b) The District hereby directs the Escrow Bank to take all necessary action to purchase those certain securities and investments consisting of certain (i) Direct and general obligations of the United States of America (including state and local government series), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investor Service; and (ii) Non-callable obligations of government sponsored agencies that are rated "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service but are not backed by the full faith and credit of the U.S. Government. These include the following: (a) Federal Home Loan Mortgage Corp. (FHLMC) Debt obligations; (b) Farm Credit System (Formerly: Federal Land Banks; Intermediate Credit Banks, and Banks for Cooperatives) Consolidated System wide bonds and notes; (c) Federal Home Loan Banks (FHL Banks) Consolidated debt obligations; (d) Federal National Mortgage Association (FNMA) Debt Obligations and (e) Resolution Funding Corp. (REFCORP) Debt Obligations (the "Escrow Securities") listed in Schedule 1 hereto issued and registered in the name of the Escrow Bank, for the account of the Escrow Fund. The Escrow Bank shall use proceeds of the Bonds deposited into the Escrow Fund to purchase the Escrow Securities listed in Schedule 1.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(d) Any money left on deposit in the Escrow Fund after the payments listed on Attachment A are made, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the Treasurer-Tax Collector of San Mateo County (the "County"), for deposit in the debt service fund established and maintained by the Treasurer-Tax Collector for the District.

Section 3. Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Agent for the purpose of paying the Redemption Price on the Redemption Date as set forth in Attachment A attached hereto and by this reference incorporated herein.

Section 4. Irrevocable Refunding Instructions for Refunded Bonds. As set forth in Attachment A, the Refunded Bonds outstanding on their Redemption Date will be redeemed on that date. At least 30 days but not more than 45 days prior to that date, the Escrow Bank, in its capacity as Paying Agent for the Refunded Bonds and on behalf of the District, is instructed by the District to cause notice of the redemption of the Refunded Bonds to be given pursuant to these instructions and shall carry out the redemption as directed by the District. The notice shall be in the form attached hereto as Exhibit A.

Section 5. Escrow Bank.

(a) The Escrow Bank shall look solely to the District for compensation for its duties under this Escrow Agreement and shall have no right whatsoever against the Escrow Fund for fees, compensation, costs or expenses, except as provided in Section 2(c) hereof. The District shall also reimburse the Escrow Bank for out-of-pocket costs such as cost of giving notice of redemption of the Refunded Bonds, legal fees and other costs and expenses relating hereto, but under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

(b) The District agrees to indemnify the Escrow Bank, its agents and its officers, directors and employees for, and hold the Escrow Bank, its agents and its officers, directors and employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Bank) which may be imposed on, incurred by, or asserted against the Escrow Bank or such other party at any time by reason of, or in connection with, the performance of its duties as Escrow Bank hereunder, unless due to the negligence or misconduct of any indemnified party. Such indemnity shall survive the termination or discharge of this Escrow Agreement and the earlier removal or resignation of the Escrow Bank.

(c) The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or misconduct. The Escrow Bank shall have no duty or responsibility under this Escrow Agreement in the case of any default by the District in the performance of the covenants or agreements contained in the Series A Bonds Resolution or in the Resolution.

(d) The Escrow Bank may consult with counsel of its own choice (which may be counsel for the District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(e) The Escrow Bank shall not be responsible for any of the recitals or representations contained herein, in the Series A Bonds Resolution or in the Resolution.

(f) The Escrow Bank may become the owner of, or acquire any interest in, any of the Bonds with the same rights that it would have if it were not the Escrow Bank, and may engage or be interested in any financial or other transaction with the District.

(g) The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest, or premiums, if any, on the Refunded Bonds.

(h) The Escrow Bank shall not be liable for any action or omission of the District under this Escrow Agreement, under the Series A Bonds Resolution or the Resolution.

(i) Whenever in the administration of this Escrow Agreement, the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of the District and shall, in the absence of negligence or misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof.

(j) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Escrow Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank in accordance with this Escrow Agreement and reasonably believed by the Escrow Bank to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(k) The Escrow Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective only upon acceptance of appointment by a successor Escrow Bank. If the District does not appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice or resignation of an Escrow Bank, the District may appoint a temporary Escrow Bank until the District appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the District shall immediately and without further act be superseded by the successor Escrow Bank so appointed.

(l) The Escrow Bank shall perform such duties and only such duties as are specifically set forth in this Escrow Agreement, and no implied actions, covenants or obligations shall be read into this Escrow Agreement against the Escrow Bank.

(m) None of the provisions of this Escrow Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n) Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Escrow Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

(o) The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. *Force majeure* shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(p) The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 6. No Rights to Others. Nothing in this Escrow Agreement expressed or implied is intended or shall be construed to give to any person other than the District, the Escrow Bank and the owners of the Refunded Bonds any legal or equitable right, remedy or claim under or in respect to this Escrow Agreement or any covenants, conditions or provisions herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Escrow Bank and the owners of the Refunded Bonds.

Section 7. Notice Under Continuing Disclosure Certificate. The Escrow Bank will provide notice of defeasance in substantially the same form set forth in Exhibit B attached hereto to the Municipal Securities Rulemaking Board ("MSRB"), with respect to the Refunded Bonds, as required under the Continuing Disclosure Certificate dated October 25, 2012, executed and delivered by the District in connection with the Series A Bonds.

Section 8. Notices. All notices, requests, demands and other communications under this Escrow Agreement by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by email or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) if to the District, to Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, California 94019, Attention: Superintendent; and

(b) if to the Escrow Bank, to The Bank of New York Mellon Trust Company, N.A., 2001 Bryan Street, 11th Floor, Dallas, Texas 75201, Attention: Corporate Trust.

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Refunded Bonds then outstanding shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Refunded Bonds or the Bonds, and that such amendment will not cause interest on the Refunded Bonds or on the Bonds to become subject to federal income taxation.

Section 10. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 11. Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 12. Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 13. Business Days. Whenever any act is required by this Escrow Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

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

CABRILLO UNIFIED SCHOOL DISTRICT

By _____
[Name, Title]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as
Escrow Bank

By _____
Authorized Officer

## Schedule 1

## SCHEDULE OF ESCROWED FEDERAL SECURITIES

| Type of Security | Maturity Date | Par Amount | Rate | Yield | Price | Total Cost |
|---|---|---|---|---|---|---|

**ATTACHMENT A**

**PAYMENT AND REDEMPTION SCHEDULE**

**Series A Bonds**

| Payment Dates | Principal Redeemed | Interest | Redemption Price | Total Payments |
|---|---|---|---|---|

**EXHIBIT A**

**NOTICE OF REDEMPTION OF A PORTION OF**
**$18,000,000**
**CABRILLO UNIFIED SCHOOL DISTRICT**
**(COUNTY OF SAN MATEO, CALIFORNIA)**
**GENERAL OBLIGATION BONDS, ELECTION OF 2012, SERIES A**

Original Issuance Date: October 25, 2012

| Maturity Date (August 1) | Principal Amount | Rate | Redemption Price | CUSIP (127127) |
|---|---|---|---|---|
| 2023 | $655,000 | 4.000% | 100% | GQ5 |
| 2024 | 695,000 | 5.000 | 100 | GR3 |
| 2025 | 750,000 | 5.000 | 100 | GS1 |
| 2026 | 805,000 | 5.000 | 100 | GT9 |
| 2027 | 865,000 | 5.000 | 100 | GU6 |
| 2028 | 930,000 | 5.000 | 100 | GV4 |
| 2029 | 655,000 | 3.000 | 100 | GW2 |
| 2030 | 690,000 | 3.125 | 100 | GX0 |
| 2031 | 720,000 | 3.125 | 100 | GY8 |
| 2032 | 755,000 | 3.250 | 100 | GZ5 |
| 2034 | 1,645,000 | 4.000 | 100 | HA9 |
| 2037 | 2,840,000 | 4.000 | 100 | HB7 |

NOTICE is hereby given to the holders of the above-captioned bonds that the Cabrillo Unified School District (the "District") has called for redemption on August 1, 2022 (the "Redemption Date"), the outstanding Cabrillo Unified School District, (County of San Mateo, California) General Obligation Bonds, Election of 2012, Series A, as described above (the "Series A Bonds"), at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price"). The Series A Bonds are being called for redemption on the Redemption Date subject to the provisions of the succeeding paragraph of this notice, and pursuant to the provisions of the governing documents of the Series A Bonds. From and after the Redemption Date, provided that moneys for the payment of the Redemption Price of the Series A Bonds from the source described below are on deposit with The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), together with interest accrued thereon to the Redemption Date, the Series A Bonds will become due and payable on the Redemption Date and interest on the Series A Bonds shall cease to accrue.

The Escrow Bank has established a fund with the proceeds of the District's "Cabrillo Unified School District 2017 General Obligation Refunding Bonds (the "2017 Refunding Bonds"), which will provide the funds necessary to pay the Redemption Price of the Series A Bonds. Payment of the Redemption Price on the Series A Bonds called for redemption will be paid only upon presentation and surrender thereof at the principal office of the Escrow Bank at the location shown below. Registered or certified insured mail is suggested when submitting Series A Bonds for payment.

*By First Class/Registered/Certified*
The Bank of New York Mellon Trust Company, N.A.
Global Corporate Trust
P.O. Box 396 111
East Syracuse, NY 13057

*Mail: By Express Delivery Only:*
The Bank of New York Mellon Trust Company, N.A.
Global Corporate Trust
Sanders Creek Parkway
East Syracuse, NY 13057

*By Hand Delivery Only:*
The Bank of New York Mellon Trust Company, N.A.
Global Corporate Trust
101 Barclay Street, 1st Floor East
New York, NY 10286

**IMPORTANT NOTICE**

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment is made if the tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Dated: _____, 2022

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,** as Escrow Agent

**The District and the Escrow Agent shall not be responsible for the use of the CUSIP or certificate number(s) selected, nor is any representation made as to their correctness indicated in the notice, or as printed on any bond. They are included solely for the convenience of the holders.*

**EXHIBIT B**

**DISCLOSURE NOTICE**

**NOTICE OF DEFEASANCE**

**Certain of the Outstanding**
**Cabrillo Unified School District (County of San Mateo, California),**
**General Obligation Bonds, Election of 2012, Series A**

Notice is hereby given to the MSRB (as such term is defined in the Continuing Disclosure Certificate dated October 25, 2012, executed by Cabrillo Unified School District in connection with the Cabrillo Unified School District (County of San Mateo, California) General Obligation Bonds, Election of 2012, Series A (the "Series A Bonds")) that, with respect to the Series A Bonds designated below (the "Refunded Bonds"): (i) there has been deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Bank (the "Escrow Bank"), moneys and investment securities in accordance with an Escrow Deposit Agreement, dated _____, 2017, by and between the Escrow Bank and Cabrillo Unified School District (the "Escrow Agreement"), the principal of and the interest on such money and investment securities when due will provide moneys which shall be sufficient and available to pay interest on the Refunded Bonds as and when due until August 1, 2022, when the Refunded Bonds will be optionally redeemed and paid in full (all in accordance with the conditions and terms of the Refunded Bonds); (ii) the Escrow Bank has been irrevocably instructed to optionally redeem on August 1, 2022 all of the outstanding Refunded Bonds; and (iii) that pursuant to the Escrow Agreement, the Refunded Bonds are deemed to be defeased.

| Refunded Bonds Maturing August 1 | Principal Amount | CUSIP (127127) |
|---|---|---|
| 2023 | $655,000 | GQ5 |
| 2024 | 695,000 | GR3 |
| 2025 | 750,000 | GS1 |
| 2026 | 805,000 | GT9 |
| 2027 | 865,000 | GU6 |
| 2028 | 930,000 | GV4 |
| 2029 | 655,000 | GW2 |
| 2030 | 690,000 | GX0 |
| 2031 | 720,000 | GY8 |
| 2032 | 755,000 | GZ5 |
| 2034 | 1,645,000 | HA9 |
| 2037 | 2,840,000 | HB7 |

Dated:_____, 2022

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Bank

_____
Authorized Officer

EXHIBIT E

FORM OF AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR AND DEPOSITORY

**$_____**
**CABRILLO UNIFIED SCHOOL DISTRICT**
**(County of San Mateo, California)**
**2017 General Obligation Refunding Bonds**

**AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR AND DEPOSITORY**

THIS AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR AND DEPOSITORY (this "Agreement") is entered into as of _____, 2017 by and between Cabrillo Unified School District (the "District") and The Bank of New York Mellon Trust Company, N.A. (the "Bank"), as Paying Agent and Bond Registrar.

RECITALS

WHEREAS the District has duly authorized and provided for the issuance of its Bonds, entitled Cabrillo Unified School District (County of San Mateo, California) 2017 General Obligation Refunding Bonds in an aggregate principal amount of $_____ (the "Bonds") to be issued as fully registered bonds without coupons;

WHEREAS the District will ensure all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the District and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds;

WHEREAS the District has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Closing Date" means _____, 2017.

"Custodian and Disbursing Agent" means the Bank when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Bonds.

"District" means Cabrillo Unified School District.

"Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Bank, or another method or system specified by the Bank as available for use in connection with its services hereunder.

"Fiscal Year" means the fiscal year of the District ending on June 30 of each year.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

## ARTICLE TWO
## APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance.

The District hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The District hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the District, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation.

As compensation for the Bank's services as Paying Agent and Bond Registrar, the District hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the District and the Bank for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Bond Registrar for municipalities, which shall be supplied by the Bank to the District on or before 90 days prior to the close of the Fiscal Year of the District if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the District agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

## ARTICLE THREE
## PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond.

Section 3.02. Payment Dates.

The District hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, to the extent such funds have herein been provided by the District.

The Bank shall not be required to pay interest on any funds of the District for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

## ARTICLE FOUR
## REGISTRAR

Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the District as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has

been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his/her attorney duly authorized in writing. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds.

The District shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.04. Form of Bond Register. The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports. The Bank will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the District.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The District may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

## ARTICLE FIVE
## CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Custodian and Disbursing Agent has received, from Raymond James & Associates, the purchaser of the Bonds, the sum of $_____ for deposit in a special account to be held and maintained by the Custodian and Disbursing

Agent in the name of the District (the "Costs of Issuance Account").

Section 5.02. Investment. The Custodian and Disbursing Agent will hold and invest funds in the Costs of Issuance Account until 180 days after the Closing Date (which date is _____, 2018), unless fully expended on an earlier date, or upon prior written order of the District. The Custodian and Disbursing Agent shall invest moneys in accordance with the written direction of the District, and in the absence of such direction, shall hold such moneys uninvested. The Custodian and Disbursing Agent shall not be liable for any loss from investments made at the direction of the District, in accordance with this Agreement.

Section 5.03. Payment of Costs of Issuance. The Custodian and Disbursing Agent will pay costs of issuance of the Bonds as directed by the District from time to time via a written requisition of the District.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Account (including any earnings) on _____, 2018 (the 180th day after the Closing Date), will be transferred to the Treasurer-Tax Collector of San Mateo County for deposit in the Debt Service Fund maintained for the District.

Section 5.05. Limited Liability. The liability of the Custodian and Disbursing Agent as custodian and disbursing agent is limited to the duties listed above. The Custodian and Disbursing Agent will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

## ARTICLE SIX
## THE BANK

Section 6.01. Duties of Bank. The Bank undertakes to perform only such duties as are expressly set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank has no fiduciary or discretionary duties of any kind. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 6.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the District. The Bank shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable except to the extent that a court of competent jurisdiction determines that the Bank's negligence or willful misconduct in breach of its obligations hereunder was the sole cause of any loss to the District. In no event shall the Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Bank shall not be obligated to take any legal action or commence any proceeding in connection with this Agreement, the Bonds or money held or disbursed by the Bank pursuant to this Agreement.

(d) The Bank shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Bank may conclusively rely and be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it in good faith.

(g) The Bank shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

(h) The Bank is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to any money held by the Bank hereunder, without determination by the Bank of such court's jurisdiction in the matter. If any portion of money held by the Bank hereunder is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Bank complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(i) The Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the District shall provide to the Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Bank Instructions using Electronic Means and the Bank in its discretion elects to act upon such Instructions, the Bank's understanding of such Instructions shall be deemed controlling. The District

understands and agrees that the Bank cannot determine the identity of the actual sender of such Instructions and that the Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Bank have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Bank and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Bank, including without limitation the risk of the Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 6.03. Recitals of District. The recitals contained in the Bonds shall be taken as the statements of the District, and the Bank assumes no responsibility for their correctness.

Section 6.04. May Own Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 6.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the District (which claim by the District shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the District, the District and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 6.06. Other Transactions. The Bank may engage in or be interested in any financial or other transaction with the District.

Section 6.07. Interpleader. The District and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. The District shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be directly caused solely by the Bank's negligence or misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement and of enforcing its rights to indemnification hereunder. Such indemnity shall survive the resignation or removal of the Bank as Paying Agent or/or Bond Registrar, termination or discharge of this Agreement and discharge of the Bonds.

## ARTICLE SEVEN
## MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed, sent by fax or email as an electronic image of a manually executed document or delivered to the District or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the District: Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, California 94109
Attention: Superintendent

If to the Bank: The Bank of New York Mellon Trust Company, N.A.
2001 Bryan Street, 11th Floor
Dallas, Texas 75201
Attention: Corporate Trust

Section 7.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.05. Successors and Assigns. All covenants and agreements herein by the District and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 7.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.07. Benefits of Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity, other than the signatory parties hereto, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.08. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 7.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Bank by the resignation date. Resignation of the Bank will be effective only upon acceptance of appointment by a successor Bank. If the District does not appoint a successor, the Bank may petition any court of competent jurisdiction for the appointment of a successor Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Bank. After receiving a notice or resignation of the Bank, the District may appoint a temporary Bank until the District appoints a successor Bank. Any such temporary Bank so appointed by the District shall immediately and without further act be superseded by the successor Bank so appointed.

Section 7.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.12. Documents to be filed with Bank. At the time of the Bank's appointment as Paying Agent, Registrar and Custodian, the District shall file with the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinions of bond counsel and special tax counsel provided to the District in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

Section 7.13. Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the District and the Bank have caused this agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

Cabrillo Unified School District

By _____
Its: Superintendent

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Paying Agent, Bond Registrar and Custodian and Disbursing Agent

By_____
Authorized Representative

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 15.c

**BOARD AGENDA ITEM:** Approve Responses to San Mateo County Grand Jury Report: "How Have San Mateo County Public Schools Responded to the Epinephrine Auto-injector Law, SB 1266?"

**DEPARTMENT:** Superintendent/Governing Board

**CONTACT PERSON:** Jane Yuster, Superintendent

**BACKGROUND INFORMATION:**

California Senate Bill 1266, which became effective January 1, 2015, requires that all California public schools to stock epinephrine auto-injectors (Pens) and ensure that all school nurses or other school personnel are trained to use these devices to treat students suffering, or reasonably believed to be suffering, from anaphylaxis, i.e. a severe allergic reaction. The Grand Jury issued a report and recommendations to San Mateo County Public Schools.

**REPORT/PROPOSAL:**

Cabrillo Unified School District is in compliance with California Senate Bill 1266. The district has already fulfilled all of the recommendations in the Grand Jury report.

**FINANCIAL IMPACT:**

There is no financial impact on the General Fund.

**RECOMMENDATION:**

Approve responses to San Mateo County Grand Jury Report: "How Have San Mateo County Public Schools Responded to the Epinephrine Auto-injector Law, SB 1266?"

# CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Ave, Half Moon Bay, CA 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Jane Yuster

GOVERNING BOARD
Kimberly Hines
Sophia Layne
Freya McCamant
Robert Pappalardo
Kirk Riemer


August 10, 2017

Grand Jury Foreperson
Court Executive Office
Hall of Justice
400 County Center
Redwood City, CA 94063-1655
Email: grandjury@sanmateocourt.org

Dear Grand Jury Foreperson:

The Cabrillo Unified School District (the "District") received and reviewed the 2016-2017 Grand Jury Report entitled "How Have San Mateo County Public Schools Responded To The Epinephrine Auto-Injector Law, SB 1266?" We appreciate the Grand Jury's interest in this matter. Having reviewed and considered the Grand Jury's Findings and Recommendations, the District responses as follows, pursuant to section 933.05 of the California Penal Code.

FINDINGS

*F1. In the public schools visited by the Grand Jury, Pens were maintained in brightly colored and clearly labeled yellow boxes and were maintained in plain sight in the main administrative office or anteroom.*

The District is unable to agree or disagree with this Finding, as it was not present during the Grand Jury's visits to various school sites in other districts.

*F2. The distribution and supply of Pens is managed by the San Mateo County Schools Insurance Group through the school district offices with a process for replacing used or expired Pens.*

This is accurate for the Cabrillo Unified School District.

*F3. In the public schools visited by the Grand Jury, principals generally indicated that their faculty and staff had attended a training program addressing recognition of an allergic anaphylactic event and the techniques for using a Pen to treat the student experiencing an anaphylactic reaction. One school had a list of faculty and staff who had received the prescribed annual training including their position and location, which was mounted in a plastic sleeve and posted next to the brightly yellow-colored EpiPen box.*

The District is unable to agree or disagree with this Finding, as it was not present during the Grand Jury's visits to various school sites in other districts.

*F4. The San Mateo County Schools Insurance Group provided an initial training program in February 2015, discussing the content and intent of SB 1266 and describing techniques for recognizing symptoms*

*of anaphylaxis and emergency use of Pens. The San Mateo County Schools Insurance Group has scheduled annual training programs but additional responsibility for training was left to each school district to cover in subsequent presentations to their schools without a format for tracking whether or not the districts were actually offering these presentations on an annual basis.*

Agree.

*F5. Some schools visited had no awareness of the packet of information describing the content and intent of SB 1266, and the training program addressing recognition of an allergic anaphylactic reaction and the techniques for using a Pen to treat a student experiencing an anaphylactic reaction, that were originally distributed by the San Mateo County Schools Insurance Group at their February, 2015 presentation.*

The District is unable to agree or disagree with this Finding, as it was not present during the Grand Jury's visits to various school sites in other districts.

*F6. Some schools visited had no standard policies or procedures for the possible emergency use of Pens at off-site or evening on-site school supervised events though some schools had policies to accommodate students with known food or other allergies and all seemed to have conscientiously recorded a medical history for students attending their school.*

The District is unable to agree or disagree with this Finding, as it was not present during the Grand Jury's visits to various school sites in other districts.

RECOMMENDATIONS

*R3. Each school district shall ensure that each of its schools keeps Pens in clearly labeled boxes that are in plain sight in the school's main administrative office.*

The District has already implemented this recommendation.

*R4. Each school district shall ensure that each of its schools posts a list of faculty and staff who have completed the annual training program required by SB 1266. Such list should be posted in or near the school's Pens.*

The District has already implemented this recommendation.

*R5. Each school district shall ensure that the packet of information provided by the San Mateo County Schools Insurance Group describing the content and intent of SB 1266 and the required training program, as may be updated from time to time, is available as a resource in each of its schools.*

The District has already implemented this recommendation.

*R6. Each school district shall ensure that schools develop policies and procedures for the possible emergency use of Pens at off-site or evening on-site school supervised events and for the accommodation of students with known food or other allergies (i.e., designated areas of the cafeteria, allergen-aware classrooms, etc.)*

The District has already approved Board Policy and Administrative Regulation 5141.21 (Administering Medication and Monitoring Health Conditions) and 5141.27 (Food Allergies/Special Dietary Needs)

which set forth procedures for the possible emergency use of Epi-Pens at off-site or evening on-site school supervised events and for the accommodation of students with known food or other allergies.

Both the Grand Jury Report and these responses were presented to and approved by the District's Board of Trustees at its meeting held on August 10, 2017.

Please do not hesitate to contact me if you have questions or required additional information.

Sincerely,

Jane Yuster
Superintendent

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 15.d

**BOARD AGENDA ITEM:** Approve Responses to San Mateo County Grand Jury Report: "Should Tire-Derived Products Be Used On Athletic Fields in San Mateo County Schools?"

**DEPARTMENT:** Superintendent/Governing Board

**CONTACT PERSON:** Jane Yuster, Superintendent

**BACKGROUND INFORMATION:**

In recent years, the use of recycled rubber tires (crumb rubber) or "tire-derived products" (TDP), in playground and athletic field surfaces nationwide has increased. The Grand Jury investigated the use of these tire-derived products in San Mateo County school athletic fields in light of considerable health and safety concerns raised by other communities and expressed in the print and online media regarding such products. The San Mateo County Grand Jury believes that it would be a mistake for San Mateo County school districts to fail to consider such potential health risks as part of their overall analysis of whether to use crumb rubber on its athletic field surfaces.

**REPORT/PROPOSAL:**

Cabrillo Unified School District agrees with the Grand Jury when it states that the evidence is not yet available for the district to be able to make a conclusion that there is a safety hazard to students with the continuing use of crumb rubber products on the existing district fields. The district looks forward to the results from the new studies that are being undertaken by the United States Environmental Protection Agency to investigate the potential health risk from crumb rubber fields. Cabrillo Unified School District agrees to impose a moratorium on the utilization of artificial turf with crumb rubber infill until the long term health effects from exposure to crumb rubber artificial turf have been evaluated by Environmental Protection Agency or the Center for Disease Control.

FINANCIAL IMPACT:

There is no financial impact on the General Fund.

**RECOMMENDATION:**

Approve responses to San Mateo County Jury Report: “Should Tire-Derived Products Be Used On Athletic Fields in San Mateo County Schools?”

# CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Jane Yuster

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August 10, 2017

Grand Jury Foreperson
Court Executive Office
Hall of Justice
400 County Center
Redwood City, CA 94063-1655
Email: grandjury@sanmateocourt.org

Dear Grand Jury Foreperson:

The Cabrillo Unified School District (the "District") received and reviewed the 2016-2017 Grand Jury Report entitled "Should Tire-Derived Products Be Used On Athletic Fields in San Mateo County Schools?" We appreciate the Grand Jury's interest in this matter. Having reviewed and considered the Grand Jury's Findings and Recommendations, the District responds as follows, pursuant to section 933.05 of the California Penal Code.

FINDINGS

*F1. Of the 23 San Mateo County school districts, the following 16 reported to have fields that will require replacement in the next five years: Bayshore Elementary School District; Belmont-Redwood Shores School District; Brisbane School District; Burlingame School District; Cabrillo Unified School District; Hillsborough City School District; Jefferson Elementary School District; Jefferson Union High School District; Las Lomitas Elementary School District; Millbrae School District; Portola Valley School District; Redwood City School District; San Carlos School District; San Mateo Union High School District; Sequoia Union High School District and South San Francisco School District.*

The District agrees with this Finding as to this District.

*F2. The total installation costs for each artificial turf field infilled with crumb rubber equal approximately $2.5 million - $3.7 million; the total installation costs for each natural grass field are approximately $2.0 million - $2.5 million. The annual maintenance costs for each artificial turf field infilled with crumb rubber equal approximately $10,600 per field, per year; the annual maintenance costs for each grass field equal approximately $2850 per field, per year.*

The District is unable to agree or disagree with this Finding as the District was not a party to the Civil Grand Jury's investigation, and therefore, does not have first-hand knowledge of the costs of installation and maintenance for artificial turf fields and natural grass fields.

*F3. High demand for field use by schools and community groups is one reason why some school districts favor the installation of artificial turf fields instead of grass.*

Agree.

*F4. According to the U.S. Environmental Protection Agency, "studies to date have not shown an elevated health risk from playing on field with tire crumb rubber, but these studies have limitation and do not comprehensively evaluate the concerns about health risks from exposure to tire crumb rubber."*

Agree.

*F5. The San Mateo County Office of Education reported that it is the responsibility of each school district's Board of Trustees and Superintendent to develop policies regarding the issue of athletic field installation or replacement.*

Agree.

*F6. The San Mateo-Foster City School District and the San Mateo Union High School District have written policies regarding school construction and renovations, but neither has written guidelines or policies governing the decision-making process for constructing or replacing athletic fields.*

The District is unable to agree or disagree with this Finding as the District is unaware of all of the policies of the San Mateo-Foster City School District and the San Mateo Union High School District.

RECOMMENDATIONS

*R1. Produce written guidelines for the decision-making process involved in field installation and replacement, which shall include the following:*

The District disagrees with this Recommendation as the District has a robust public process which incorporates these considerations.

*R.2 Consider (among other factors) the following when selecting materials for their athletic fields and playgrounds:*

1. *Safety to humans and animals*
2. *Suitability based upon the location's intended use and frequency of use*
3. *Cost (of installation and lifecycle requirements) and manufacturer warranty.*

The District has already implemented this recommendation.

*R3. Impose a moratorium on the utilization of artificial turf with crumb rubber infill until the Environmental Protection Agency concludes its study or until all the policies listed above have been implemented.*

The District has already implemented this recommendation.

Both the Grand Jury Report and these responses were presented to and approved by the District's Board of Trustees at its meeting held on August 10, 2017.

Please do not hesitate to contact me if you have questions or required additional information.

Sincerely,

Jane Yuster
Superintendent

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☐ **ACTION**
☒ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 15.e

**BOARD AGENDA ITEM:** Approve the Renewal of the Term of the Superintendent's Contract

**DEPARTMENT:** Superintendent/Governing Board

**CONTACT PERSON:** Jane Yuster, Superintendent

**BACKGROUND INFORMATION:**

The current Superintendent of Cabrillo Unified School District was hired on July 1, 2015. The terms of the contract state, "The Governing Board shall take action to reform the term of this Agreement by one year, annually, to maintain a three (3) year term, upon Superintendent's receipt of a summary evaluation, which indicates that the Superintendent's performance meets the Governing Board's expectations."

On July 26, 2017, the Governing Board completed the summary evaluation of the Superintendent. The Superintendent's performance was found to meet the Governing Board's expectations.

**REPORT/PROPOSAL:**

In accordance with the language of the Superintendent's contract, the term of the agreement is extended to June 30, 2020.

**FINANCIAL IMPACT:**

There is no fiscal impact on the General Fund.

**RECOMMENDATION:**

Approve the renewal of the term of the Superintendent's contract.

**CABRILLO UNIFIED SCHOOL DISTRICT EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT**

## PREAMBLE

This Agreement is hereby entered into by and between the Governing Board of the Cabrillo Unified School District, hereinafter referred to as "Governing Board" or as "District," and Jane Yuster, hereafter referred to as "Superintendent."

## TERMS OF EMPLOYMENT

### I. AGREEMENT TERM

The Governing Board shall employ Jane Yuster as Superintendent of the Cabrillo Unified School District for a term of three (3) years, commencing July 1, 2017 and ending on June 30, 2020, subject to the terms and conditions hereinafter set forth. The Governing Board shall take action to reform the term of this Agreement by one year, annually, to maintain a three (3) year term, upon Superintendent's receipt of a summary evaluation, which indicates that the Superintendent's performance meets the Governing Board's expectations.

### II. COMPENSATION

1. Beginning July 1 2015, the Superintendent's annual total compensation salary shall be one hundred eighty thousand six hundred eleven dollars ($180,611.00) paid in twelve equal monthly installments, this amount shall be prorated for a partial year of services.

2. Commencing in 2016-2017 and every year thereafter, Superintendent shall receive the same cost of living increase granted to other certificated management employees. In addition, for each year of service, the Superintendent shall advance one step on a Governing Board approved salary schedule for her position, the increments of which shall be the same percentage as the salary schedules approved by the Governing Board for all other certificated management positions. Any other adjustments in salary during the term of the Agreement shall be in the form of an amendment and shall become part of the Agreement, but any failure to attach the adjusted salary amount as an amendment shall not affect the validity or amount of any such adjustment. Subject to the exception provided herein, the Superintendent's salary shall not be reduced below the initial salary stated in this Agreement, or any subsequent increase once the increase become effective, provided, however, that such salary shall be reduced by the same proportion as reductions which may occur in certificated management employees' salaries.

### III. DUTIES AND RESPONSIBILITIES

1. Superintendent shall serve as Chief Executive Officer of the Governing Board pursuant to sections 35035 and 35040 of the Education Code, and the Superintendent's position description, attached hereto and incorporated herein by reference, which may be amended by the Board at any time.
2. Governing Board shall retain primary responsibility for formulating and adopting policy. Subject to Governing Board approval, the Superintendent shall have the authority and responsibility to:
    - Organize or reorganize the administrative/supervisory staff to best serve the District;
    - Recommend placement, transfer, and reassignment of all personnel;

- Review criticisms, complaints, or suggestions referred to the Superintendent by the Governing Board and to make appropriate recommendations for disposition to the Governing Board;
- Administer the instructional and business affairs, personnel, and property management affairs of the District;
- Review policies and make recommendations to the Governing Board;
- Evaluate employees; and
- Represent the Governing Board in all employer-employee matters.

3. All powers and duties that may lawfully be delegated to the Superintendent are to be performed and executed by her in accordance with the policies adopted by the Governing Board. These policies shall include a complete position description to be developed by the Governing Board and Superintendent that shall be incorporated herein by reference and which may be amended by the Board at any time.

## IV. WORK YEAR AND VACATION

1. Superintendent shall render service to the District during each annual period covered by this Agreement, except as may be hereinafter provided. The total number of workdays of service so rendered by the Superintendent to the District on an annual basis shall be two hundred twenty-five (225) days. In each school year, a calculation of the total number of workdays (total days per year, less weekends and legal and Board approved holidays) shall be made. 225 workdays shall be subtracted from the total to determine the annual number of vacation days provided to Superintendent for that school year, prorated for service of less than a complete year. Unused vacation time shall be paid on a per diem basis annually on or about July 1 (for the prior year).

2. It is the parties' intention that the Superintendent take the full amount of vacation time each year and that vacation be scheduled to the extent practicable during times when the schools of the District are not in session. Approval of vacations entailing physical absence from the District for more than fourteen (14) consecutive days shall be requested of the Governing Board in advance of the first day of absence. The Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as vacation time, sick leave or another leave of absence.

## V. PROFESSIONAL DEVELOPMENT

Superintendent shall endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state, and national level, with Governing Board approval.

The District shall pay for the Superintendent’s dues to join the Association of California School Administrators (ACSA) and one local service club. Superintendent may approach the Governing Board about any other professional organizations that she
wishes to join. Superintendent shall request permission from the Governing Board for her
attendance at out-of-state meetings and periodically report to the Governing Board her appraisal of the meetings.

Superintendent is also encouraged to obtain additional academic training/staff development in such areas as school finance, budget, curriculum theory, staff development and related topics. When Superintendent participates in such programs or activities at the approval of the Governing Board, Superintendent shall be compensated for actual and necessary expenses that are incurred.

During the first year of this Agreement (2015-2016 school year), Superintendent shall engage, at a cost not to exceed eight thousand dollars ($8,000), the services of a coach or mentor regarding the superintendency.
When appropriate, the Superintendent will promptly submit receipts related to all such activities delineated in this section.

## VI. MEDICAL EXAMINATION

Superintendent shall have a comprehensive medical examination at least once each year from the initial date of employment with the District, unless otherwise authorized or directed by the Governing Board. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical and/or mental fitness to perform the duties of Superintendent. All costs and expenses of said medical examination and report shall be paid by the District.

## VII. EVALUATION

The Governing Board and Superintendent shall, on or before January 1, 2016, develop a process, timelines and instrument for the Superintendent's evaluation. The evaluation procedure and instrument shall be incorporated into this Agreement as an Addendum.

## VIII. FRINGE BENEFITS

1. Health and Welfare: During the term of this Agreement, the Superintendent shall be entitled to receive the same medical, dental, vision, paid prescription benefits and/or other programs under the same terms and conditions available to District certificated management employees who were employed on or after June 30, 2011.
2. Expense Reimbursement: District shall reimburse Superintendent for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with Governing Board policy and District budget. Expenses not budgeted for may be responsibility of the Superintendent.
3. Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the Superintendent is required to possess and maintain an automobile to be used in the performance of her regularly assigned duties, at her own expense.
4. Technology: Subject to Board approval, the District will meet the Superintendent's reasonable requests for technology that will facilitate the Superintendent's performance of duties within the course and scope of her employment, including but not limited to a cell phone (monthly charges to be paid for by the District) and computer for District-related and personal use.

## IX. SICK LEAVE

The Superintendent shall accrue sick leave at the rate of twelve (12) days per school year. In accordance with the California Education Code, sick leave shall be transferred upon the Superintendent leaving the District.

## X. PROFESSIONAL CONSULTATION

Nothing herein shall prohibit the Superintendent from using earned vacation days to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations provided that such undertakings do not interfere with the Superintendent's performance of duty under this Agreement.

The Governing Board may authorize the Superintendent to undertake any of these activities as part of her regular duty if the Governing Board concludes that such work would bring recognition to the District, its staff, or its students.

## XI. CHANGES IN OR TERMINATION OF AGREEMENT

1. This Agreement is subject to modification by the mutual written agreement of the Governing Board and the Superintendent at any time.
   A. This Agreement may be changed or terminated by mutual consent of the parties: provided, however, that the parties seeking such change or termination shall give not less than ninety (90) days written notice to the other party.
   B. The Superintendent shall notify the Board President immediately in writing if she applies or becomes a finalist for another position in public or private employment. In the event the Superintendent accepts a position outside of the District, the Governing Board and the Superintendent will mutually agree on a timeline for said departure during which period of time the Superintendent will continue to perform her duties.
2. In addition to the termination of this Agreement by mutual consent, this Agreement may be terminated for the following reasons:
   A. Disability of the Superintendent:
   Superintendent may be removed from her position by the Governing Board should she be unable to serve in her position due to physical and/or mental disability, which, in the opinion of the Governing Board and supported by written evaluation provided by a licensed physician selected by the Governing Board, and a second written evaluation by a licensed physician selected by the Superintendent, indicates that the Superintendent will be unable to perform the duties of her position for at least six continuous months.

   Immediately upon Governing Board receipt of such evaluations indicating that the Superintendent will be unable to perform the duties of her position for at least six continuous months, the Superintendent shall indicate to the Governing Board in writing to what extent, if any, she elects to utilize available sick leave upon her removal from the superintendency. The Superintendent shall continue to be compensated and the District shall continue to pay the Superintendent's current medical, vision, and dental benefit levels during the duration of time that sick leave is being utilized.

   This Agreement shall be terminated at the conclusion of the Superintendent's utilization of sick leave, or immediately upon receipt of the evaluations referred to above should the Superintendent elect not to utilize available sick leave.
   B. Credential
   Failure of Superintendent to maintain a valid California Administrative Credential.
   C. Retirement of Superintendent
   D. Discharge for Cause.
   In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Agreement may be terminated. This shall include, but is not limited to, unprofessional conduct, unsatisfactory performance, neglect of duty, or breach of Agreement. Should the Governing Board elect to terminate this Agreement prior to its expiration pursuant to this section, the Governing Board shall notify Superintendent in writing. Upon request, Governing Board shall serve upon Superintendent a reasonably detailed statement of charges.

Superintendent has fifteen (15) calendar days from the date she is personally served with the notice described above to request a hearing before the Board. Superintendent protects her right to a hearing by timely filing her request for a hearing with the presiding officer of the Board.

The Board shall hold the hearing within thirty (30) calendar days from the date that the presiding officer of the Board receives Superintendent's request for a hearing. The hearing date may be extended by the agreement of both parties. If the Superintendent fails to timely file a request for hearing, the Board may take action, without granting Superintendent a hearing, at its next regularly scheduled meeting. If Superintendent timely files a request for a hearing, the Board cannot take any action until after the hearing.

At the hearing the Superintendent may be represented by counsel and call witnesses. If Superintendent chooses to be accompanied by legal counsel at such hearing, she shall bear any costs therein involved. Such hearing shall be conducted in closed session. The Governing Board shall issue a written decision to the Superintendent describing the results of the hearing which shall be final.

E. Governing Board Option to Terminate

Notwithstanding any other provision of this agreement, the Governing Board, in its discretion, may, upon the giving of forty-five (45) days notice, unilaterally terminate this Agreement. The Governing Board's action shall be effective forty-five (45) days from the date notice is personally served on Superintendent. At the end of the forty-five (45) day period, the District shall pay to Superintendent an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of the Agreement is greater than 12 months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by 12. The parties shall mutually agree as to whether the cash settlement will be paid in one lump sum of in equal payments over a set period of time. The parties agree that any damages to Superintendent that may result from the Board's option to terminate this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this option to terminate provision constitute reasonable liquidated damages for the Superintendent, fully compensate the Superintendent for all potential tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq*, the provisions of which are incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement to the contrary, if the Governing Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other willfully illegal fiscal practices, then the Governing Board may terminate Superintendent and Superintendent shall not be entitled to the cash, salary payments set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

F. Non re-election:

The Governing Board may determine not to re-employ the Superintendent upon expiration of this Agreement by providing written notice at least forty-five (45) days before the expiration of this Agreement in accordance with Education Code section 35031.

Superintendent shall notify the Board in writing at least ninety (90) days prior to the expiration of this Agreement of the Board's notice obligations set forth in this section. In the event the Governing Board fails to provide Superintendent with the written notice at least forty-five (45) days prior to the expiration of the Agreement, Superintendent shall be deemed reelected for one (1) fiscal year under the same terms and conditions and with the same compensation as the preceding year of this Agreement.

3. Unused Vacation Compensation
   In the event of early termination of this Agreement by any means set forth in this Article, Superintendent shall be compensated for all unused vacation days to which she is entitled pursuant to section IV.

**XII. GENERAL PROVISIONS**

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Governing Board of the Cabrillo Unified School District. Said laws, rules, regulations, and policies, not inconsistent with the provisions of this Agreement, are hereby made a part of the terms and conditions of this Agreement as though set forth fully herein.

**XIII. COMPLETE AGREEMENT**

Except as provided in Article XIII, this Agreement contains the entire agreement between the Governing Board and Superintendent and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. There will also be no modifications or amendments to this Agreement unless such modifications or amendments are stated in writing, and signed by both parties.

**IN WITNESS WHEREOF,** we affix our signatures to this Agreement as the full and complete understanding of the rights and obligations of the parties hereto.

Dated: August 10, 2017

Cabrillo Unified School District Governing Board:

Freya McCamant

Rob Pappalardo

Kirk Riemer

Sophia Layne

Kimberly Hines

## ACCEPTANCE

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Superintendent of the Cabrillo Unified School District.

By: _____ Dated: _____
Jane Yuster

This Agreement was ratified by the Governing Board at its meeting of August 10, 2017.

# CABRILLO UNIFIED SCHOOL DISTRICT
# BOARD AGENDA ITEM

**BOARD MEETING DATE:** August 10, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

**BOARD AGENDA NUMBER:** 15.f

**BOARD AGENDA ITEM:** Approve Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association

**DEPARTMENT:** Governing Board

**CONTACT PERSON:** Jane Yuster, Superintendent
John Corry, Assistant Superintendent, Personnel and Pupil Services
Joy Dardenelle, Assistant Superintendent, Curriculum and Instruction
Crystal Leach, Chief Business Officer

**BACKGROUND INFORMATION:**

The Cabrillo Unified School District (CUSD) participates in the California School Boards Association's (CSBA) *Policy Online and Manual Maintenance Service.* One important component of this optional service is that participating districts receive a quarterly "*Policy Maintenance Report*" to help keep Board policies up to date and fully compliant. Most often, the proposed changes are mandate-driven. In such instances, staff will suggest that the Board waive additional readings and adopt the suggested revisions en masse and via consent. In those instances, when a quarterly maintenance review indicates: 1) a need for a change in a policy that provides optional courses of action or 2) the need for a new policy to address a particular issue, staff will suggest that the Board engage in a first and second reading of the document prior to considering policy adoption.

**REPORT/PROPOSAL:**

This month, BP0460, BP3470 are provided for adoption. These Board policies have been reviewed by appropriate staff and are submitted for your consideration. Staff has further concluded that the proposed revisions reflect new mandates and/or additional CSBA suggested wordsmithing that could be considered for adoption under action items. These policies are included in this Board packet for review and consideration of action.

**FINANCIAL IMPACT:**

There is no financial impact to the General Fund.

**RECOMMENDATION:**

Approve Cabrillo Unified School District Governing Board policy updates and adopt the proposed revisions as recommended by the California School Boards Association.

**POLICY GUIDE SHEET**
**August 2017**


Note: Descriptions below of Board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made.

**BP 0460 - Local Control and Accountability Plan**
(BP revised)

Policy updated to reflect **NEW LAW** (Proposition 58, 2016) which requires the local control and accountability plan (LCAP) development process to include solicitation of parent/guardian and community input on effective and appropriate instructional methods, including language acquisition programs. Policy also reflects the State Board of Education's (SBE) adoption of evaluation rubrics (the "California School Dashboard") that will assist districts in evaluating progress toward their LCAP goals.

**BP 3470 - Debt Issuance And Management**
(BP added)

New policy reflects NEW LAW (SB 1029, 2016) which mandates that boards adopt a debt management policy prior to issuing any debt, including, but not limited to, general obligation bonds, tax and revenue anticipation notes, and certificates of participation. Policy addresses the components mandated by law, including (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

# Cabrillo USD

## Board Policy

**Local Control And Accountability Plan**

BP 0460

**Philosophy, Goals, Objectives and Comprehensive Plans**

The Governing Board desires to ensure the most effective use of available state funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions ~~aligned with state and local priorities~~ and to facilitate continuous improvement of district practices.

*(cf. 0000 - Vision)*
*(cf. 0200 - Goals for the School District)*

The Board shall adopt a district wide local control and accountability plan (LCAP), following the template provided in 5 CCR 15497.5, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060; 5 CCR 15497.5)

***(cf. 3100 – Budget)***

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

*Unduplicated students* include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

*(cf. 3553 - Free and Reduced Price Meals)*
*(cf. 6173.1 - Education for Foster Youth)*
*(cf. 6174 - Education for English Language Learners)*

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP or the annual update are consistent with strategies included in the SPSA. (Education Code 52062)

*(cf. 0420 - School Plans/Site Councils)*

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

*(cf. 0400 - Comprehensive Plans)*
*(cf. 0440 - District Technology Plan)*
*(cf. 0450 - Comprehensive Safety Plan)*
*(cf. 5030 - Student Wellness)*
*(cf. 6171 - Title I Programs)*
*(cf. 7110 - Facilities Master Plan)*

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

**Plan Development**

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

*(cf. 1220 - Citizen Advisory Committees)*
*(cf. 4140/4240/4340 - Bargaining Units)*
*(cf. 6020 - Parent Involvement)*

**Public Review and Input**

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP or the annual update to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. ~~or the annual update to the LCAP.~~ The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP ~~or the annual update~~ shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

*(cf. 5145.6 - Parental Notifications)*

***As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners, and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)***

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP ~~or the annual update~~. The public hearing shall be held at the same meeting as the public hearing required prior to the adoption of the district budget in accordance with Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

**Adoption of the Plan**

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

**Submission of Plan to County Superintendent of Schools**

Not later than five days after adoption of the LCAP, the Board shall file the LCAP or the annual update with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, ~~or the annual update,~~ the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

**Monitoring Progress**

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. ***Evaluation shall include, but not be limited to, an assessment of the district and school performance based on evaluation rubrics adopted by the State Board of Education pursuant to Education Code 52064.5.*** Evaluation data shall be used to recommend any necessary revisions to the LCAP.

*(cf. 0500 - Accountability)*

**Technical Assistance/Intervention**

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals

2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups

3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP

2. Revision of the district's budget in accordance with changes in the LCAP

3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

*Legal Reference:*
*EDUCATION CODE*
*17002 State School Building Lease-Purchase Law, including definition of good repair*
*41020 Audits*
*42127 Public hearing on budget adoption*
*42238.01-42238.07 Local control funding formula*
*44258.9 County superintendent review of teacher assignment*
*48985 Parental notices in languages other than English*
*51210 Course of study for grades 1-6*
*51220 Course of study for grades 7-12*
*52052 Academic Performance Index; numerically significant student subgroups*
*52060-52077 Local control and accountability plan*
*52302 Regional occupational centers and programs*
*52372.5 Linked learning pilot program*
*54692 Partnership academies*
*60119 Sufficiency of textbooks and instructional materials; hearing and resolution*
*60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission*
*60811.3 Assessment of language development*
*64001 Single plan for student achievement*
*99300-99301 Early Assessment Program*
*UNITED STATES CODE, TITLE 20*
*6312 Local educational agency plan*
*6826 Title III funds, local plans*
*Management Resources:*
*CSBA PUBLICATIONS*
*Impact of Local Control Funding Formula on Board Policies, November 2013*

*Local Control Funding Formula 2013, Governance Brief, August 2013*
*State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013*
*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*
*California School Accounting Manual*
*WEB SITES*
*CSBA: http://www.csba.org*
*California Department of Education: http://www.cde.ca.gov*

**Policy: 0460** **CABRILLO UNIFIED SCHOOL DISTRICT**
**Adopted: December 12, 2013** **Half Moon Bay, California**
**Revised: August 10, 2017**

# Cabrillo USD

## Board Policy

### Business and Noninstructional Operations

### DEBT ISSUANCE AND MANAGEMENT

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

*(cf. 3000 - Concepts and Roles)*
*(cf. 3460 - Financial Reports and Accountability)*
*(cf. 7110 - Facilities Master Plan)*
*(cf. 7210 - Facilities Financing)*

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategy.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

*(cf. 3312 - Contracts)*
*(cf. 3600 - Consultants)*
*(cf. 9270 - Conflict of Interest)*

#### Goals

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs

2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements

3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues

4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt.

5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements

6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws

7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued

8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future

9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt

10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

*(cf. 0000 - Vision)*
*(cf. 0200 - Goals for the School District)*
*(cf. 7000 - Concepts and Roles)*

**Authorized Purposes for the Issuance of Debt**

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities

2. To refund existing debt

3. To provide for cash flow needs

*(cf. 3100 - Budget)*
*(cf. 3110 - Transfer of Funds)*

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

**Authorized Types of Debt**

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt

   a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements. (Government Code 53850-53858)

   b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

   c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

   a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

*(cf. 7214 - General Obligation Bonds)*

   b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

*(cf. 7212 - Mello Roos Districts)*

3. Lease financing, including certificates of participation (COPs), including, without limitation:

   a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible. (Education Code 17450-17453.1)

   b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (17400-17429)

4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs

5. Temporary borrowing from other sources such as the County Treasurer.

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133.)

**Relationship of Debt to District Facilities Program and Budget**

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

## Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

## Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost.

2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates

3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

## Investment of Proceeds

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

*(cf. 3430 - Investing)*

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

## Refunding/Restructuring

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

## Internal Controls

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

*(cf. 3314 - Payments for Goods and Services)*
*(cf. 3400 - Management of District Assets/Accounts)*

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

**Records/Reports**

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

*Legal Reference:*

*EDUCATION CODE*
*5300-5441 Conduct of elections*
*15100-15262 Bonds for school districts and community college districts*
*15264-15276 Strict accountability in local school construction bonds*
*15278-15288 Citizen's oversight committees*
*15300-15425 School Facilities Improvement Districts*
*17150 Public disclosure of non-voter-approved debt*
*17400-17429 Leasing of district property*
*17450-17453.1 Leasing of equipment*

*17456 Sale or lease of district property*
*17596 Duration of contracts*
*42130-42134 Financial reports and certifications*
*ELECTIONS CODE*
*1000 Established election dates*
*GOVERNMENT CODE*
*8855 California Debt and Investment Advisory Commission*
*53311-53368.3 Mello-Roos Community Facilities Act*
*53410-53411 Bond reporting*
*53506-53509.5 General obligation bonds*
*53550-53569 Refunding bonds of local agencies*
*53580-53595.55 Bonds*
*53850-53858 Tax and revenue anticipation notes*
*53859-53859.08 Grant anticipation notes*
*CALIFORNIA CONSTITUTION*
*Article 13A, Section 1 Tax limitation*
*Article 16, Section 18 Debt limit*
*UNITED STATES CODE, TITLE 15*
*78o-4 Registration of municipal securities dealers*
*UNITED STATES CODE, TITLE 26*
*54E Qualified Zone Academy Bonds*
*CODE OF FEDERAL REGULATIONS, TITLE 17*
*240.10b-5 Prohibition against fraud or deceit*
*240.15c2-12 Municipal securities disclosure*
*CODE OF FEDERAL REGULATIONS, TITLE 26*
*1.103 Interest on state and local bonds*
*1.141 Private activity bonds*
*1.148 Arbitrage and rebate*
*1.149 Hedge bonds*
*1.6001-1 Records*

*Management Resources:*
*CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS*
*California Debt Issuance Primer*
*GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS*
*An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016*
*Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015*
*Investment of Bond Proceeds, Best Practice, September 2014*
*Selecting and Managing Municipal Advisors, Best Practice, February 2014*
*Debt Management Policy, Best Practice, October 2012*
*Analyzing and Issuing Refunding Bonds, Best Practice, February 2011*
*INTERNAL REVENUE SERVICE PUBLICATIONS*
*Tax Exempt Bond FAQs Regarding Record Retention Requirements*
*Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016*
*U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS*
*Internal Control System Checklist*
*WEB SITES*
*California Debt and Investment Advisory Commission: http://www.treasurer.ca.gov/cdiac*
*Government Finance Officers Association: http://www.gfoa.org*
*Internal Revenue Service: https://www.irs.gov*
*Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA): http://www.emma.msrb.org*

*U.S. Government Accountability Office: http://www.gao.gov*
*U.S. Securities and Exchange Commission: https://www.sec.gov*

**Policy: 3470** **CABRILLO UNIFIED SCHOOL DISTRICT**
**Adopted: August 10, 2017** **Half Moon Bay, California**